



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284603
Original Issued Date: 10/24/2022
Issued Date: 10/24/2022
Expiration Date: 10/24/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Cannabis of Worcester LLC

Phone Number: 701-770-5893
Email Address: Joerkay@gmail.com

Business Address 1: 56 Millbrook Street
Business City: Worcester
Business State: MA
Business Zip Code: 01606
Business Address 2:
Mailing Address 1: 201 Park Avenue
Mailing City: Worcester
Mailing State: MA
Mailing Zip Code: 01609
Mailing Address 2:

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: N/A
Department of Public Health RMD Registration Number: N/A
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: 66.7
Percentage Of Control: 66.7
Role: Owner / Partner
Other Role: Manager of Cannabis of Worcester LLC; Manager and Sole Member of BBWND, LLC
First Name: Joseph
Last Name: Kachuroi
Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33.3
Percentage Of Control: 33.3

Role: Owner / Partner
Other Role: Manager of Cannabis of Worcester LLC; Owner/Member of GACAL, LLC; Owner/Member of Greenview Enterprises, LLC; Owner of PKM-168 Trust

First Name: Patrick
Last Name: Murphy
Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 33.3
Percentage of Ownership: 33.3

Entity Legal Name: GACAL, LLC
Entity DBA:
DBA City:

Entity Description: Wyoming limited liability company

Foreign Subsidiary Narrative:

Entity Phone: 701-570-5899
Entity Email: pkmflmt@gmail.com
Entity Website:

Entity Address 1: 816 70th St E
Entity Address 2:
Entity City: Williston
Entity State: ND
Entity Zip Code: 58801

Entity Mailing Address 1: 816 70th St E
Entity Mailing Address 2:
Entity Mailing City: Williston
Entity Mailing State: ND
Entity Mailing Zip Code: 58801

Relationship Description: GACAL, LLC holds a 33.3% direct ownership interest in the licensee Cannabis of Worcester LLC.

Entity with Direct or Indirect Authority 2

Percentage of Control: 66.7
Percentage of Ownership: 66.7

Entity Legal Name: BBWND, LLC
Entity DBA:
DBA City:

Entity Description: Arizona limited liability company

Foreign Subsidiary Narrative:

Entity Phone: 701-770-5893
Entity Email: joerkay@gmail.com
Entity Website:

Entity Address 1: 19777 N 76th St, #2167
Entity Address 2:
Entity City: Scottsdale
Entity State: AZ
Entity Zip Code: 85255

Entity Mailing Address 1: 19777 N 76th St, #2167
Entity Mailing Address 2:
Entity Mailing City: 19777 N 76th St, #2167
Entity Mailing State: AZ
Entity Mailing Zip Code: 85255

Relationship Description: BBWND, LLC holds a 66.7% direct ownership interest in the licensee.

Entity with Direct or Indirect Authority 3

Percentage of Control: 33.3
Percentage of Ownership: 33.3

Entity Legal Name: Greenview Enterprises, LLC
Entity DBA:
DBA City:

Entity Description: Arizona limited liability company

Foreign Subsidiary Narrative:

Entity Phone: 701-570-5899

Entity Email: pkmflmt@gmail.com **Entity Website:**

Entity Address 1: 816 70th St E

Entity Address 2:

Entity City: Williston

Entity State: ND

Entity Zip Code: 58801

Entity Mailing Address 1: 816 70th St E

Entity Mailing Address 2:

Entity Mailing City: Williston

Entity Mailing State: ND

Entity Mailing Zip Code:
58801

Relationship Description: Greenview Enterprises, LLC owns 100% of GACAL, LLC, and therefore has a 33.3% indirect ownership interest in the licensee.

Entity with Direct or Indirect Authority 4

Percentage of Control: 33.3

Percentage of Ownership: 33.3

Entity Legal Name: PKM-168 Trust

Entity DBA:

DBA

City:

Entity Description: Arizona Trust

Foreign Subsidiary Narrative:

Entity Phone: 701-570-5899

Entity Email:
pkmflmt@gmail.com

Entity Website:

Entity Address 1: 816 70th St E

Entity Address 2:

Entity City: Williston

Entity State: ND

Entity Zip Code: 58801

Entity Mailing Address 1: 816 70th St E

Entity Mailing Address 2:

Entity Mailing City: Williston

Entity Mailing State: ND

Entity Mailing Zip Code:
58801

Relationship Description: PKM-168 Trust owns 100% of Greenview Enterprises, LLC, and therefore has a 33.3% indirect ownership interest in the licensee.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Greenview Enterprises, LLC

Entity DBA:

Email: pkmflmt@gmail.com

Phone: 701-570-5899

Address 1: 816 70th St E

Address 2:

City: Williston

State: ND

Zip Code: 58801

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** \$180000 **Percentage of Initial Capital:** 33.3

Capital Attestation: Yes

Entity Contributing Capital 2

Entity Legal Name: BBWND, LLC

Entity DBA:

Email: joerkay@gmail.com

Phone: 701-770-5893

Address 1: 19777 N 76th St, #2167

Address 2:

City: Scottsdale

State: AZ

Zip Code: 85255

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$360000 Percentage of Initial Capital: 66.7

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Patrick Owner Last Name: Murphy Owner Suffix:
Entity Legal Name: Pure Dakota LLC Entity DBA:
Entity Description: North Dakota limited liability company
Entity Phone: 701-226-5200 Entity Email: info@puredakotand.com Entity Website:
Entity Address 1: 7428 Yukon Drive Entity Address 2:
Entity City: Bismarck Entity State: ND Entity Zip Code: 58503 Entity Country: USA
Entity Mailing Address 1: 7428 Yukon Drive Entity Mailing Address 2:
Entity Mailing City: Bismarck Entity Mailing State: ND Entity Mailing Zip Code: 58503 Entity Mailing Country: USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Patrick Owner Last Name: Murphy Owner Suffix:
Entity Legal Name: Pure Dakota Health, LLC Entity DBA:
Entity Description: North Dakota limited liability company
Entity Phone: 701-807-1455 Entity Email: Fargo@PureDakotaHealth.com Entity Website:
Entity Address 1: 4302 13th Ave S, Suite 19 Entity Address 2:
Entity City: Fargo Entity State: ND Entity Zip Code: 58103 Entity Country: USA
Entity Mailing Address 1: 4302 13th Ave S, Suite 19 Entity Mailing Address 2:
Entity Mailing City: 4302 13th Ave S, Suite 19 Entity Mailing State: ND Entity Mailing Zip Code: 58103 Entity Mailing Country: USA

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Patrick Owner Last Name: Murphy Owner Suffix:
Entity Legal Name: Pure Dakota Health of Bismarck LLC Entity DBA:
Entity Description: North Dakota limited liability company
Entity Phone: 701-595-0995 Entity Email: Bismarck@PureDakotaHealth.com Entity Website:
Entity Address 1: 1207 Memorial Highway Entity Address 2:
Entity City: Bismarck Entity State: ND Entity Zip Code: 58504 Entity Country: USA
Entity Mailing Address 1: 1207 Memorial Highway Entity Mailing Address 2:
Entity Mailing City: 1207 Memorial Highway Entity Mailing State: ND Entity Mailing Zip Code: 58504 Entity Mailing Country: USA

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Patrick Owner Last Name: Murphy Owner Suffix:

Entity Legal Name: Pure Dakota Health of Williston LLC Entity DBA:

Entity Description: North Dakota limited liability company

Entity Phone: 701-409-8800 Entity Email: Williston@PureDakotaHealth.com Entity Website:

Entity Address 1: 120 26th St. E, Unit 500 Entity Address 2:

Entity City: Williston Entity State: ND Entity Zip Code: 58801 Entity Country: USA

Entity Mailing Address 1: 120 26th St. E, Unit 500 Entity Mailing Address 2:

Entity Mailing City: Williston Entity Mailing State: ND Entity Mailing Zip Code: 58801 Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 56 Millbrook Street

Establishment Address 2:

Establishment City: Worcester

Establishment Zip Code: 01606

Approximate square footage of the establishment: 7654

How many abutters does this property have?: 23

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
Plan to Remain Compliant with Local Zoning	Cannabis of Worcester LLC_Plan to Remain Compliant with Local Ordinances.pdf	pdf	623a0e0794e880009882cee	03/22/2022
Certification of Host Community Agreement	Cannabis of Worcester _ Worcester HCA Certification Form (exec).pdf	pdf	62752fdf560e3c00088d92ff	05/06/2022
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation (UPDATED 07.01.22).pdf	pdf	62bf16299ff117000827ebc0	07/01/2022

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	Cannabis of Worcester LLC_Positive Impact Plan (UPDATED 06.01.22).pdf	pdf	6297ce50eb816b00086eb7ff	06/01/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager **Other Role:** Owner
First Name: Joseph **Last Name:** Kachuroi **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Manager **Other Role:** Owner
First Name: Patrick **Last Name:** Murphy **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) **Other Role:** Owner
Entity Legal Name: GACAL, LLC **Entity DBA:**
Entity Description: Wyoming limited liability company
Phone: 701-570-5899 **Email:** pkmflmt@gmail.com
Primary Business Address 1: 816 70th St E **Primary Business Address 2:**
Primary Business City: Williston **Primary Business State:** ND **Principal Business Zip Code:** 58801
Additional Information:

Entity Background Check Information 2

Role: Other (specify) **Other Role:** Owner and Capital Contributor
Entity Legal Name: BBWND, LLC **Entity DBA:**
Entity Description: Arizona limited liability company
Phone: 701-770-5893 **Email:** joerkay@gmail.com
Primary Business Address 1: 19777 N 76th St, #2167 **Primary Business Address 2:**
Primary Business City: Scottsdale **Primary Business State:** AZ **Principal Business Zip Code:** 85255
Additional Information:

Entity Background Check Information 3

Role: Other (specify) **Other Role:** Owner and Capital Contributor
Entity Legal Name: Greenview Enterprises, LLC **Entity DBA:**
Entity Description: Arizona limited liability company
Phone: 701-570-5899 **Email:** pkmflmt@gmail.com
Primary Business Address 1: 816 70th St E **Primary Business Address 2:**
Primary Business City: Williston **Primary Business State:** ND **Principal Business Zip Code:** 58801
Additional Information:

Entity Background Check Information 4

Role: Other (specify) **Other Role:** Owner
Entity Legal Name: PKM-168 Trust **Entity DBA:**
Entity Description: Arizona Trust
Phone: 701-570-5899 **Email:** pkmflmt@gmail.com
Primary Business Address 1: 816 70th St E **Primary Business Address 2:**

Primary Business City: Williston Primary Business State: ND Principal Business Zip Code: 58801

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Cannabis of Worcester _ Certificate of Good Standing from MA SoC (03.11.22).pdf	pdf	623a125c2ff0a70007d66087	03/22/2022
Bylaws	Cannabis of Worcester LLC - Operating Agreement.pdf	pdf	623a128f94e8800009883b64	03/22/2022
Articles of Organization	Cannabis of Worcester LLC - Certificate of Organization.pdf	pdf	623a12972ff0a70007d660db	03/22/2022
Secretary of Commonwealth - Certificate of Good Standing	Cannabis of Worcester LLC - DUA Attestation (exec).pdf	pdf	629777d63bea2b0008ce3aed	06/01/2022
Department of Revenue - Certificate of Good standing	Cannabis of Worcester _ Certificate from MA DOR (06.27.22).pdf	pdf	62bdf26af750650008bda43e	06/30/2022

No documents uploaded

Massachusetts Business Identification Number: 001565653

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Cannabis of Worcester LLC_Business Plan.pdf	pdf	623a17ef94e88000098848fd	03/22/2022
Proposed Timeline	Cannabis of Worcester LLC_Proposed Timeline.pdf	pdf	623a19d02ff0a70007d672b5	03/22/2022
Plan for Liability Insurance	Cannabis of Worcester LLC_Plan for Obtaining Liability Insurance.pdf	pdf	623a1a612ff0a70007d6751f	03/22/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Cannabis of Worcester LLC_Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	623a1b862ff0a70007d67817	03/22/2022
Restricting Access to age 21 and older	Cannabis of Worcester LLC_Plan for Restricting Access to Age 21 and Older.pdf	pdf	623a1cab2ff0a70007d68111	03/22/2022
Security plan	Cannabis of Worcester LLC_Security Plan.pdf	pdf	623a1cd92ff0a70007d68243	03/22/2022
Prevention of diversion	Cannabis of Worcester LLC_Prevention of Diversion.pdf	pdf	623a1d0a94e8800009885d36	03/22/2022
Transportation of marijuana	Cannabis of Worcester LLC_Transportation of Marijuana.pdf	pdf	623a1d872ff0a70007d68710	03/22/2022

Inventory procedures	Cannabis of Worcester LLC_Inventory Procedures.pdf	pdf	623a1dbe94e88000098860c9	03/22/2022
Quality control and testing	Cannabis of Worcester LLC_Quality Control and Testing.pdf	pdf	623a1df52ff0a70007d688db	03/22/2022
Dispensing procedures	Cannabis of Worcester LLC_Dispensing Procedures.pdf	pdf	623a1e2e2ff0a70007d68b3e	03/22/2022
Personnel policies including background checks	Cannabis of Worcester LLC_Personnel Policies Including Background Checks.pdf	pdf	623a1e6b2ff0a70007d68be0	03/22/2022
Record Keeping procedures	Cannabis of Worcester LLC_Recordkeeping Procedures.pdf	pdf	623a1ecb94e8800009886862	03/22/2022
Maintaining of financial records	Cannabis of Worcester LLC_Maintaining of Financial Records.pdf	pdf	623a1f032ff0a70007d69037	03/22/2022
Qualifications and training	Cannabis of Worcester LLC_Qualifications and Training.pdf	pdf	623a1fa594e8800009886c62	03/22/2022
Energy Compliance Plan	Cannabis of Worcester LLC_Energy Compliance Plan.pdf	pdf	623a202c94e8800009886d5c	03/22/2022
Storage of marijuana	Cannabis of Worcester - Storage Plan (UPDATED 06.01.22).pdf	pdf	6297c33a3bea2b0008cf1aed	06/01/2022
Diversity plan	Cannabis of Worcester LLC_Diversity Plan (UPDATED 07.26.22).pdf	pdf	62e03fb9fad1390008682f44	07/26/2022

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:

Date generated: 11/02/2022

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COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 10:00 PM
Tuesday From: 9:00 AM	Tuesday To: 10:00 PM
Wednesday From: 9:00 AM	Wednesday To: 10:00 PM
Thursday From: 9:00 AM	Thursday To: 10:00 PM
Friday From: 9:00 AM	Friday To: 10:00 PM
Saturday From: 9:00 AM	Saturday To: 10:00 PM
Sunday From: 10:00 AM	Sunday To: 8:00 PM

PLAN TO REMAIN COMPLIANT WITH LOCAL ORDINANCES

Cannabis of Worcester LLC (“Cannabis of Worcester” or “the Company”) will remain compliant at all times with the local ordinances, regulations and codes applicable to the Marijuana Retailer Establishment located in the City of Worcester.

In accordance with the Zoning Ordinance, the proposed Marijuana Retailer Establishment is located at 56 Millbrook Street in the MG-2.0 Manufacturing, General Zoning District designated for Marijuana Retailer Establishments. In compliance with 935 CMR 500.110 (3) and the Zoning Ordinance, the facility is not located within five hundred (500) feet of a public or private, primary or secondary school providing education to children in kindergarten or grades 1 through 12, a licensed daycare center, public library, public park or playground, or another existing Marijuana Retailer Establishment.

As required by the Zoning Ordinance, the Company will obtain a Special Permit from the Planning Board and the Zoning Board of Appeals. The Special Permit will lapse if the rights authorized by the Special Permits do not commence within one (1) year.

Cannabis Worcester will obtain a Retail Marijuana License from the Worcester License Commission, which will expire annually on May 31st and renew on June 1st.

The Company will obtain a Building Permit from the City of Worcester Department of Inspectional Services prior to commencing construction, if necessary, and will obtain a Certificate of Occupancy prior to commencing operations. Cannabis of Worcester will comply with all conditions and standards set forth in any required local permit, license or approval.

Cannabis of Worcester has met with local officials and held a community outreach meeting to discuss its plans for a proposed Marijuana Retailer Establishment and has also entered into the required Host Community Agreement with the City. The Company will also continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, operation, and security.

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:

Cannabis of Worcester LLC

2. Name of applicant’s authorized representative:

Joseph Kachuroi

3. Signature of applicant’s authorized representative:



4. Name of municipality:

City of Worcester

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

Edward M. Augustus Jr.



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).*):



8. Host community agreement execution date:





Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

- a. Date of publication: 3/17/22
- b. Name of publication: Worcester Telegram and Gazette

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: 3/11/22

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: 3/15/2022

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.

Recording: https://us02web.zoom.us/rec/share/HPxgVsK8MGtanG2gWmtqNiWqtnpGumJtpvAZ4N4qjxNjzTS7_IMP3RVpCJ-8KMWq.g8w98e_BAoXo89kM
Passcode: .8mQ#brJ



Name of applicant:

Cannabis of Worcester LLC

Name of applicant's authorized representative:

Joseph Kachuroi

Signature of applicant's authorized representative:

DocuSigned by:

49DB4AAC30FB42D...



Public Notices

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
COMPLAINT TO FORECLOSE TAX LIEN

[seal] No. 17TL002025

TO ALL WHOM IT MAY CONCERN, and to

Warren E. Clark, deceased, formerly of West Brookfield, Worcester County, and said Commonwealth, and also formerly of Hardwick, Worcester County, and said Commonwealth; Warren B. Clark, Jr., Stephen M. Clark, Wendy E. Miller, and Jonathan Warren, all now or formerly of West Brookfield, Worcester County, and said Commonwealth; Paul S. Clark, now or formerly of York in the Commonwealth of Pennsylvania; Jay S. Clark, now or formerly of Theford Center in the State of Vermont; Scott A. Clark, now or formerly of New Salem, Franklin County, and said Commonwealth; Sandra E. Clark, now or formerly of Euclid in the State of Ohio; Jay S. Chodsey, now or formerly of Kingman in the State of Arizona; Massachusetts Electric Company, a duly existing corporation in care of Solomon & Solomon, P. C., now or formerly of Albany in the State of New York; Town of Ware (Ware Department of Planning and Community Development), Commonwealth of Massachusetts (MassHealth Estate Recovery); or their heirs, devisees, legal representatives, successors and assigns:

Whereas, a complaint has been presented to said Court by Tallage Davis, L.P., of Boston, Suffolk County, said Commonwealth; to foreclose all rights of redemption from the tax lien proceeding described in said complaint and concerning a certain parcel of land situated in the Town of Hardwick, in the County of Barnstable, and in said Commonwealth, bounded and described in said complaint as follows:

5 acres of land with buildings thereon located on 1649 Barre Road as described in 01245 Postcard, recorded with Worcester District Registry of Deeds and shown on the Assessors Map 125, Lot 19.

If you desire to make any objection or defense to said complaint you or your attorney must file a written appearance and an answer, under oath, setting forth clearly and specifically your objections or defense to each part of said complaint, in the office of the Recorder of said Court in Boston (at the courthouse located on Three Pemberton Square, Room 307 in Boston, MA 02108), on or before the second day of May in the year two thousand and twenty-two. Unless an appearance is so filed by or for you, your defense will be recorded, the said complaint will be taken as confessed and you will be barred from contesting said complaint or any judgment entered thereon.

And in addition to the usual service of this notice as required by law, it is ordered that the foregoing notice be published forthwith once in Worcester Telegram a newspaper published in said Worcester.

Witness, GORDON H. PIPER, Esquire, Chief Justice of said Court, this seventh day of March in the year two thousand and twenty-two.
Attest with Seal of said Court.

Deborah J. Patterson
Recorder

Plaintiff's Attorney: Daniel C. Hill, Esq., Hill Law, 6 Beacon Street, Suite 600, Boston, MA 02108 Tel.: (617) 494-8300
March 24 - April 12, 2022

NOTICE OF PUBLIC HEARING
PLANNING BOARD
TOWN OF WESTBOROUGH

The Planning Board hereby gives notice that it will hold a public hearing on Tuesday, April 5, 2022 starting at or after 6:30 p.m. in the Great Hall, second floor of the Forbes Municipal Building, 5 West Main Street, Westborough, Massachusetts to consider the Review Application of Atlantic-Westboro Realty LLC, c/o Atlantic Management Corporation to develop the property with a new 100,000 +/- square foot building with integrated surface parking, loading facilities and onsite infrastructure improvements at the property located at 34 West Main Street, Westborough, MA. said property is located in the General Industrial (I-1) Zoning District as shown on Assessor's Map 25, Parcels 1-9.

A copy of the Application and Plan are available for review in the Westborough Planning Board Offices at 45 West Street, Westborough, Massachusetts, on the Planning Board webpage at <https://www.town-westboro.com/planning> and the Town Clerk's Office at 34 West Main Street, Westborough Massachusetts, during regular business hours.

WESTBOROUGH PLANNING BOARD
Mark Silvers, Chairman
James Ball, Vice Chairman
Hazel Nourse
Tim Koehler
Peter Bouchard
304261
March 10, 17, 2022

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Cannabis of Worcester LLC will hold a Virtual Community Outreach Meeting on March 31, 2022 at 6:00 PM to discuss a proposed Marijuana Retailer Establishment at 55 Millbrook Street in Worcester. Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94C and 93C CMR 500.001 et seq. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing david@vicentesederberg.com. Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing david@vicentesederberg.com or asked during the meeting.

Join Zoom Meeting: <https://us02web.zoom.us/j/84341522641>
Zoom Meeting Telephone Dial In: +1 646 558 8656
March 17, 2022

Auction Sale according to law of all unclaimed overdues of the Empire Loan Company of Worcester, in the premises-1130 Washington St., Boston, Ma. on April 05, 2022 @ 10:00 am. By Harvey Cohen, Auctioneer, Ma Lic. #100040
March 10, 17, 24, 2022

Public Notices

ADJUDICATION
To all interested persons: A Petition for Late and Limited Formal Testacy and/or Appointment has been filed by Ruth E. Langlais of Brooklyn CT requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Ruth E. Langlais of Brooklyn CT be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection of this Court before: 10:00 a.m. on the return day of 04/12/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.
WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.
Date: March 11, 2022
/s/ Stephanie K. Fattman, Register of Probate
03/17/2022

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831-2200
Docket No. W022P0803EA
Estate of John W Burke
Date of Death: 02/25/2017
CITATION ON PETITION FOR FORMAL ADJUDICATION

To all interested persons: A Petition for Late and Limited Formal Testacy and/or Appointment has been filed by Ruth E. Langlais of Brooklyn CT requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Ruth E. Langlais of Brooklyn CT be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration.

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WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.
Date: March 11, 2022
/s/ Stephanie K. Fattman, Register of Probate
03/17/2022

Private Foundation
Notice of Availability For Inspection of Tax Return
George D. Jones III, as Trustee of the George D. Jones, Sr. Memorial Foundation under declaration of trust dated December 1, 1999, an exempt charitable trust and private foundation hereby notifies the general public and all interested parties that the calendar year 2021 financial information of the George D. Jones, Sr. Memorial Foundation, is available for review and inspection by the general public. Contact: George D. Jones III, Trustee.
The George D. Jones, Sr. Memorial Fund
George D. Jones, Trustee
P.O. Box 21, Bolwinville, MA 01436
March 17, 2022
FY2023 SCHOOL BUDGET
Spencer-East Brookfield Regional School District
FY2023 School Budget.

Public Notices

The Spencer-East Brookfield Regional School Committee, in compliance with David Prouty High School Massachusetts General Law, will meet on the proposed FY2023 School Budget on Thursday, March 17, 2022, at 6:00 p.m., in the Auditorium of Wire Village Nathaniel Malone School, 60 Paxton Road, Spencer, MA. Immediately following the hearing, there will be an open discussion of the budget. Copies of the budget are available for examination at the Office of the Superintendent, 306 Main Street, Spencer, MA, and on the District's website: www.sebrsd.org.
Spencer-East Brookfield Regional School Committee
March 9, 2022 03/11, 03/17/2022

Summons

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. W021D2686DR
Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831-2200

DIVORCE SUMMONS BY PUBLICATION AND MAILING

Nadia Amrani vs. Mustapha Abdelwahed
To the Defendant:
The Plaintiff has filed a Complaint for Divorce requesting that the Court grant a divorce for Irretrievable Breakdown. The Complaint is on file at the Court.
An Automatic Restraining Order has been entered in this matter preventing you from taking any action which would negatively impact the current financial status of either party. SEE Supplemental Probate Court Rule 41.1.

You are hereby summoned and required to serve upon Nadia Amrani, 36 Langfellow Road, Shrewsbury, MA 01545 your answer, if any, on or before 05/31/2022. If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer, if any, in the Register of the District of this Court.

WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.
Date: March 8, 2022
Stephanie K. Fattman, Register of Probate Court
March 18, 2022

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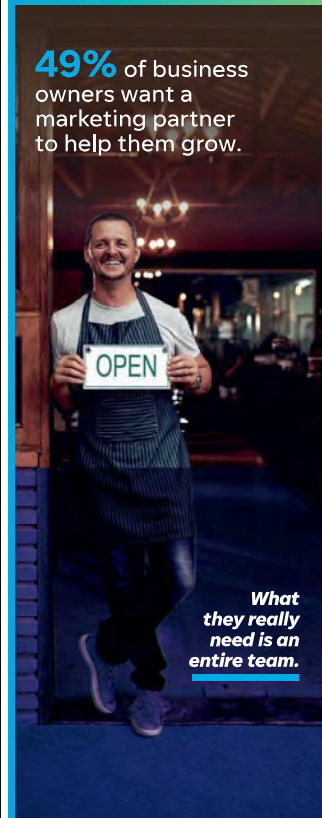
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From: [Vangjeli, Nikolin](#) on behalf of [Clerk](#)
To: [Bridgette Nikisher](#)
Subject: RE: Notice of Community Outreach Meeting
Date: Friday, March 11, 2022 4:25:28 PM

The notice has been posted. [Cannabis of Worcester LLC | City of Worcester, MA \(worcesterma.gov\)](#)

Niko Vangjeli
City Clerk

From: Bridgette Nikisher <b.nikisher@vicentesederberg.com>
Sent: Friday, March 11, 2022 3:42 PM
To: Clerk <Clerk@worcesterma.gov>
Cc: David Ullian <david@vicentesederberg.com>; Rebecca Rutenberg <rebecca@vicentesederberg.com>
Subject: Notice of Community Outreach Meeting

Caution: This email came from outside the City of Worcester. Do not click on links or open attachments unless you are sure you recognize the sender and you know the contents are safe.

Good afternoon,

On behalf of Cannabis of Worcester LLC, please find attached a notice of a community outreach meeting to be held on March 31, 2022 at 6pm ET.

We would be appreciative if you could please confirm receipt of this notice. Please let me know if you have any questions or would like additional information.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
She/Her/Hers

Vicente Sederberg LLP
Direct: 917-398-0685
Main: 917-338-5455
b.nikisher@vicentesederberg.com
VicenteSederberg.com
[Confidentiality Notice](#)

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Notice of Community Outreach Meeting

Bridgette Nikisher <b.nikisher@vicentesederberg.com>

Mon 3/14/2022 9:39 AM

To: CityManager@worcesterma.gov <CityManager@worcesterma.gov>

Cc: Rebecca Rutenberg <rebecca@vicentesederberg.com>; David Ullian <david@vicentesederberg.com>

 1 attachments (108 KB)

Cannabis of Worcester LLC _ Worcester Community Outreach Meeting Notice.pdf;

Good morning,

On behalf of Cannabis of Worcester LLC, please find attached a notice of a community outreach meeting to be held on March 31, 2022 at 6pm ET.

Please let me know if you have any questions or would like additional information.

Thank you!

Bridgette Nikisher

Strategic Affairs Specialist

She/Her/Hers

Vicente Sederberg LLP

Direct: 917-398-0685

Main: 917-338-5455

b.nikisher@vicentesederberg.com

VicenteSederberg.com

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CANNABIS OF WORCESTER LLC

EVENT DETAILS

< PREVIOUS

NEXT >

Description

Notice of Community Outreach Meeting

=Notice is hereby given that Cannabis of Worcester LLC will hold a Virtual Community Outreach Meeting on March 31, 2022 at 6:00 PM to discuss a proposed Marijuana Retailer Establishment at 56 Millbrook Street in Worcester.

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--

Join Zoom Meeting: <https://us02web.zoom.us/j/84341532041>

Zoom Meeting Telephone Dial In: +1 646 558 8656

Time

Thursday, March 31, 2022 • 6:00 PM

Where?

Virtual Meeting



PUBLIC NOTICE: Meeting will be held virtually. Please see meeting agenda or description for information about how to join.

[Share](#)

[Tweet](#)

Notice of Community Outreach Meeting

Bridgette Nikisher <b.nikisher@vicentesederberg.com>

Mon 3/14/2022 9:39 AM

To: council@worcesterma.gov <council@worcesterma.gov>

Cc: Rebecca Rutenberg <rebecca@vicentesederberg.com>; David Ullian <david@vicentesederberg.com>

Good morning,

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Thank you!

Bridgette Nikisher

Strategic Affairs Specialist

She/Her/Hers

Vicente Sederberg LLP

Direct: 917-398-0685

Main: 917-338-5455

b.nikisher@vicentesederberg.com

VicenteSederberg.com

[Confidentiality Notice](#)

RE: Notice of Community Outreach Meeting

Smith, Michelle <SmithM@worcesterma.gov>

Mon 3/14/2022 9:51 AM

To: Bridgette Nikisher <b.nikisher@vicentesederberg.com>

Cc: Nguyen, Hung <NguyenH@worcesterma.gov>; Cary, Stephen G <CaryS@worcesterma.gov>; Planning <Planning@worcesterma.gov>; David Ullian <david@vicentesederberg.com>; Rebecca Rutenberg <rebecca@vicentesederberg.com>

Received for the Planning Board. Thanks!

Best,

Michelle M. Smith

She/Her

Chief Planner

Executive Office of Economic Development | Planning & Regulatory Services Division
City of Worcester | 455 Main St., 4th Floor, Worcester MA 01608

P: 508-799-1400 x31436 or 508-688-0569

E: smithm@worcesterma.gov (preferred)www.worcesterma.govE-mail complete application submissions & revisions to: planning@worcesterma.gov*Note: Revision deadline for board consideration is 1 week before a meeting;
revision deadline for receipt of staff comments is 10 days before a meeting.*[-Signup to receive electronic board/commission agendas](#)[-Maps, Ordinances & Regulations](#)[-Planning & Regulatory Services Webpage](#)[-Conservation Commission Webpage](#)[-Planning Board Webpage](#)[-Zoning Board of Appeals Webpage](#)

From: Bridgette Nikisher <b.nikisher@vicentesederberg.com>**Sent:** Monday, March 14, 2022 9:40 AM**To:** Planning <Planning@worcesterma.gov>**Cc:** Rebecca Rutenberg <rebecca@vicentesederberg.com>; David Ullian <david@vicentesederberg.com>**Subject:** Notice of Community Outreach Meeting**Caution:** This email came from outside the City of Worcester. Do not click on links or open attachments unless you are sure you recognize the sender and you know the contents are safe.

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Please let me know if you have any questions or would like additional information.

Thank you!

Bridgette Nikisher

Strategic Affairs Specialist
She/Her/Hers

Vicente Sederberg LLP

Direct: 917-398-0685

Main: 917-338-5455

b.nikisher@vicentesederberg.com

VicenteSederberg.com

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NOTICE OF COMMUNITY OUTREACH MEETING

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Join Zoom Meeting: <https://us02web.zoom.us/j/84341532041>

Zoom Meeting Telephone Dial In: +1 646 558 8656

DocuSign Envelope ID: BFBAFD13-5794-4F20-B8A1-2855150057CE



DocuSign Envelope ID: BFBAFD13-5794-4F20-B8A1-2855150057CE

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

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 Adult Signature Required \$
 Adult Signature Restricted Delivery \$

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MAR 15 2022
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--

Join Zoom Meeting: <https://us02web.zoom.us/j/84341532041>

Zoom Meeting Telephone Dial In: +1 646 558 8656

Cannabis of Worcester LLC

March 31, 2022 Virtual Community Outreach Meeting Information

Link to Recording of Meeting:

https://us02web.zoom.us/rec/share/HPxgVsK8MGtanG2gWmtqNiWqtnpGumJtpvAZ4N4qjxNjzTS7_IMP3RVpCJ-8KMWq.g8w98e_BAoXo89kM

Passcode: **.8mQ#brJ**

Number of Attendees: 6

Please note that a copy of the notice of the virtual Community Outreach Meeting was emailed to the Worcester City Clerk on March 11, 2022, and the City Clerk's office subsequently posted public notice of the virtual Community Outreach Meeting to the City's website. A copy of the meeting notice posted on the City's website, which clearly indicates that the "meeting will be held virtually", and a copy of the correspondence with the City Clerk are included for the CCC's reference.

In response to a request for confirmation that Community Outreach Meetings are allowed to be held virtually, the City of Worcester also stated that it does not have rules and regulations on how to host the meetings. A copy of this correspondence is also included for the CCC's reference.

Please also note that a copy of the meeting presentation was available at least 24 hours prior to the meeting and, as indicated in the meeting notice, could be obtained by emailing david@vicentesederberg.com.

From: [Rebecca Rutenberg](#)
To: [David Ullian](#)
Subject: Fwd: Live Captioning Transcript: Cannabis of Worcester LLC Community Outreach Meeting
Date: Friday, April 1, 2022 1:16:37 PM
Attachments: [LC1647020559mdstaylor.txt](#)

Sent from my iPhone

Begin forwarded message:

From: caption@automaticsync.com
Date: April 1, 2022 at 12:47:07 PM EDT
To: Adam Morales <a.morales@vicentesederberg.com>, Bridgette Nikisher <b.nikisher@vicentesederberg.com>, Rebecca Rutenberg <rebecca@vicentesederberg.com>, Mandy Bonny <m.bonny@vicentesederberg.com>, David Ullian <david@vicentesederberg.com>
Subject: Live Captioning Transcript: Cannabis of Worcester LLC Community Outreach Meeting
Reply-To: support@automaticsync.com

Live Captioning Transcript

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Live Captioning Transcript



Live Captioning transcript for LC1647020559mdstaylor

Cannabis of Worcester LLC Community Outreach Meeting

This transcript is being provided is in a rough-draft format and may not be a totally verbatim record of the proceedings.

Your Live Captioning transcript is attached.

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3. In the **Send Email to My Email Address(es) about the Following** uncheck **Live Captioning Transcript**

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4. Press **Update Contact Settings** button

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DISCLAIMER: This text is not a verbatim transcript. Communication Access Real Time Translation (CART) is provided in order to facilitate communication credibility and may not be a totally verbatim record of the proceedings.

>> Thank you for joining us this evening at community outreach meeting for Cannabis of Worcester LLC. The company is holding this community outreach meeting in accordance with the cannabis control commission administrative order allowing web-based community outreach meetings. My name is Annie Nagle serving as neutral moderator for the presentation which is requirement of the cannabis control commission. I have no formal affiliation with the company in my role is to ensure all questions submitted in advance of and during the meeting are answered.

To submit questions during the meeting there are three options; first, use the Q&A function button at the bottom of the screen to type your question. Second, type your question in the chat and make sure you send to all participants and not one individual panelists. If you dial in via telephone, push* nine to raise your hand and I will call on you. All questions will be held until the end. This meeting is both video recorded and closed-captioned. If interesting in receiving a copy of the video or transcript, reach out to the email address located in the meeting notice. A copy of the presentation itself is also available by request.

With that, I turn it over to David.

>> Thank you so much, Annie. Can you hear me?

>> Loud and clear.

>> Thank you for coming. My name is David Ullian, attorney at Vicente Sederberg here on behalf of Cannabis of Worcester LLC. We are holding this outreach meeting for a marijuana retail establishment at 56 Millbrook Street in the city of Worcester. The company is Massachusetts liability company and proposing to operate marijuana retailer to sell adult use marijuana and marijuana products to individuals 21 years of age and older.

The companies owned and managed by Joe Kachuroi in Patrick Murphy, on the call with us today. Business professionals involved in real estate, automotive, and cannabis business ventures in Worcester entering the country. We are seeking approval from the city to take over the retail dispensary project located at 56 Millbrook Street. Previously approved by harvest subsidiary entities LLC and we hope to commence retail operations as soon as possible.

Just about Joe, he is an accomplished real estate broker and constructional engineer. He has real estate developments for cannabis facilities around the country. Previously served as the real state director for harvest health and recreation which is one of the largest cannabis companies in the U.S. and recently acquired by True Leaf. A couple years back he led efforts to obtain provisional retailer license as well as community agreement special permit marijuana from city of Worcester for this location. He is also part owner and manager of PJ JAMA property which is the landlord for this facility.

Patrick Murphy is the other cofounder and manager of the company. His experience in entrepreneur in variety of industries across the U.S. With Joe, he is owner and manager of the person that owns the property at 56 Millbrook Street. In addition to his various business interests, his part owner of pure Dakota which has several medical marijuana facilities operational North Dakota.

The company is well-financed and will be owned and managed by Joe Kachuroi and Patrick Murphy. It has substantial funds available to complete the licensing, inspections, and permit processes. We hope to engage in retail sales within the next few months, ideally, by the end of the fall. The facility was almost completely built out done previously by harvest. There are no major constructions or renovations that would be required. We expect to become operational very soon.

This provides images of the current an existing interior of the facility. You can see it's almost completely built out. It should not take much time or capital resources to finalize. This slide shows images of the current exterior of the building. You will see that it has branding of harvest which is the prior operator of the facility and that will be changed. Other than that, this site has been completely developed and is fairly quickly able to commence operation.

Again, this project involves taking over the existing facility previously built out by (Indiscernible) and in the process of seeking transfer of the community agreement. After which we will apply for marijuana retail license from the cannabis control commission. This facility is just adult use marijuana retailer facility and there will be no cultivation. Home delivery or on-site consumption occurring at the site. Products will be purchased wholesale from other licensed marijuana cultivators and manufacturers in the Commonwealth of Massachusetts.

As mentioned before, we will have five from approval from the city of Worcester planning board for the special permit previously issued to Suns Mass II, and retail marijuana license from the Worcester license commission. This was granted for specific use and at this location. And ensure compliance of all regulations. The property is in compliance with the city zoning ordinance. Is located in the empty two manufacturing zoning district designated for retail establishments under the zoning. It's not within 500 feet of any schools, daycare, public library, parks, playgrounds or other existing marijuana retailers. This location is compliant.

In terms of the retail operation, it will only be for individuals 21 and older who show federal ID to confirm age and identity. Products will be tested by the testing lab before sold. All products will be packaged in plain, tempered child-resistant packaging labeling compliance with the CCC regulations. There is limit on how much can be sold per transaction which is no more than 1 ounce of flower or 5 g of concentrate. Education materials are available for customers. This is simply for adult use retail operations. All products purchased from other licensed marijuana is in says in the Commonwealth of Massachusetts.

The commission has strict security regulations, and we will contract with a professional security firm. There are already security cameras already installed in the building. There will be comprehensive video and alarm system for the facility, including alarms, application system, backup alarms, video cameras in every area

that will have marijuana at any time as well as the exterior of the facility. There will be security personnel on site during business hours.

Only consumers who are 21 years and older will be allowed to enter the facility. If any agents for some reason sell marijuana to an individual under 21, April be medially terminated and law enforcement will be notified. We will not have advertising targeted to minors or edible products appealing to minors such as animal shaped, cartoon shaped edibles. Any advertising will include warning statements that it is not intended for children. The company website will require all visitors to verify they are 21 years of age or older. No employees will have been convicted or controlled substances to minors.

In order to nuisance the community it will be properly disposed of. Will be no advertising by using radios or loudspeaker or public transportation. The facility will be completely enclosed in the existing building and no products will be visible from the exterior of the facility or vehicles transporting product. We will not have any new signage that is not compliant with the ordinances of the commission regulations. No amount of marijuana will be allowed to be consumed on-site. All products will be prepackaged by the time they arrived to the facility and will have carbon filtration and other ventilation procedures.

There will be number of benefits to the city of Worcester. This will create jobs and we estimate 15 to 25 full-time jobs. With benefits for employees. We will also prioritize the hiring local vendors and contractors to provide ongoing services for the facility. We are required and ready to enter into host agreement which will be transfer from Suns Mass II to litigate cost to the city from the operation to prevent negative fiscal impact to the city.

The whole idea is provide access to quality and legal product tested by testing labs for contaminants and cannabinoid content. Every transaction there will be local sales tax for the city of Worcester that will result in tax revenue for the city. Various municipal departments including Police Department will have oversight of the operations. Every agent will be registered with the commission and pass background checks. Every principal including Joe and Pat, the principles of the company will be thoroughly vetted by the CCC as part of the license application process.

This will also result in economic development for the city. It will help to ensure commercial space that has already been built out for use as a retail cannabis establishment will commence operations. That is the overview of our presentation. I'm happy to open it to questions that there may be.

>> Great. It looks like we have no questions at this time. We will give our guests time to formulate those questions. Again, if you have questions, you are welcome to put in the Q&A function at the bottom of your page. You are also welcome to put it in the chat as long as you addressed to everyone and not an individual panelist. I do see we have someone dialing in. You can press star nine to raise your hand and I will call on you. While we wait to see if we have questions, if you decide after the fact that you do have questions, or you are watching this as a recording after the meeting has concluded and you have questions for the team, please reach out to the email address located in the meeting notice. Table connected with the team to

get those answers. Alyssa says what is the estimated timeline for development in opening?

>> There is still a local process that we need to go through, as well as the state licensing process. The good news is this facility has already been built out, so it should be quicker than the normal application. We expect to be able to commence operations hopefully around November of this year. It can be difficult to predict exactly how quickly it will take to get through the inspection and local and state approval process. Our estimated time is November.

>> Excellent. Again, we have no open questions. Alyssa says thank you. I will give it just one more minute to make sure all the questions have the opportunity to be asked.

>> I will just note I believe my email address was listed in the notice. You can submit questions in advance and I did not see any to provide responses to at this meeting.

>> Excellent. If you have anything to say in conclusion, now would be the good time to give time to formulate any lingering questions. If you have anything in wrap up?

>> We appreciate everyone's time. This is been a project that started a couple years back and unfortunately was not able to continue. We are looking forward to the opportunity to picking us up and progressing quickly through the various approval processes and look forward to being part of the Worcester community in the near future.

>> Excellent. Let me just double check. I see no open questions at this time. If you do have questions after the fact, contact David through that email address in the meeting notice. He will make sure your questions are answered. Seeing no open questions, I think we can call it an evening.

>> Thank you so much, Annie.

>> Good night, everybody.

>> Good night.

>> Thank you.

(End of transcript)

From: Vangjeli, Nikolin <VangjeliN@worcesterma.gov> **On Behalf Of** Clerk

Sent: Friday, June 3, 2022 9:08 AM

To: Bridgette Nikisher <b.nikisher@vicentesederberg.com>

Subject: RE: Marijuana Community Outreach Meeting

Hello Bridgette,

We don't have rules and regulations on how to hosts the meetings. I would check with the State. The only thing we provide in the Clerk's office in Worcester is the posting of the hearing.

Niko Vangjeli

City Clerk

From: Bridgette Nikisher <b.nikisher@vicentesederberg.com>

Sent: Tuesday, May 31, 2022 11:53 AM

To: Clerk <Clerk@worcesterma.gov>

Subject: Marijuana Community Outreach Meeting

Caution: This email came from outside the City of Worcester. Do not click on links or open attachments unless you are sure you recognize the sender and you know the contents are safe.

Hi,

I hope you had a great weekend.

I am reaching out to see Worcester allows cannabis businesses to host their community outreach meetings virtually through zoom or a similar platform? Please let me know if you have any questions.

Thank you!

Best,

Bridgette Nikisher

Strategic Affairs Specialist

She/Her/Hers

Vicente Sederberg LLP

Cell: 914-483-8836

Direct: 917-398-0685

b.nikisher@vicentesederberg.com

VicenteSederberg.com

[Confidentiality Notice](#)

Cannabis of Worcester LLC

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Cannabis of Worcester LLC (“Cannabis of Worcester” or the “Company”) is committed to serving and supporting populations and communities falling within Areas of Disproportionate Impact (ADI) in the City of Worcester. The Company has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) to establish specific goals and programs for carrying out this commitment.

Goals

Cannabis of Worcester has established the following goals:

1. Priority hiring of individuals from Commission-designated ADI in the City of Worcester (i.e. Census Tracts 7302, 7305, 7310.02, 7312.03, 7312.04, 7313, 7314, 7315, 7317, 7318, 7323.02, 7324, 7327 and 7330) and Massachusetts residents with past drug convictions, with the specific goals of having:
 - a. at least 40% of all employees at the Retailer facility in Worcester be present or past residents of the Commission-designated Census Tracts in Worcester listed above; and
 - b. at least 10% of all employees at the Retailer facility in Worcester having past drug convictions.
2. Holding one cannabis educational seminar each year to benefit individuals from a Commission-designated ADI in the City of Worcester.

Programs

Cannabis of Worcester has developed specific programs to effectuate its stated goals, which will include:

1. Holding at least one career fair per year in a Commission-designated ADI in the City of Worcester and advertising such job fairs in the Worcester Telegram & Gazette;
2. Advertising employment opportunities in the Worcester Telegram & Gazette using advertisements that encourage past or present residents of ADI in the City of Worcester and Massachusetts residents with past drug convictions to apply.
3. Advertising in the Worcester Telegram & Gazette and holding one cannabis educational seminar each year in a Commission-designated ADI in the City of Worcester that is designed to educate past or present residents of Commission-designated ADI in the City of Worcester about the legal cannabis industry, regulatory requirements, and opportunities to participate in the industry.

Measurements

Cannabis of Worcester’s Management Team will administer the Plan and will be responsible for developing measurable outcomes to ensure Cannabis of Worcester continues to meet its commitments. Such measurable outcomes, in accordance with Cannabis of Worcester’s goals and programs described above, include:

1. Conducting, no less than annually, employment composition reviews to determine:
 - What percentage of employees at the Retailer facility live or have lived in a Commission-designated ADI in the City of Worcester (identified by voluntary employment questionnaires), and

Cannabis of Worcester LLC

- What percentage of employees at the Retailer Facility have past drug convictions (identified by voluntary employment questionnaires);
2. Documenting each time the Company advertises and holds a career fair in the City of Worcester and the number of resumes received and individuals hired as a result of such participation, including specifically the number of individuals:
 - That live or have lived in a Commission-designated ADI in the City of Worcester (identified by voluntary employment questionnaires), and
 - That have past drug convictions (identified by voluntary employment questionnaires);
 3. Documenting the number of cannabis educational seminars held each year in a Commission-designated ADI in the City of Worcester and the number of attendees.

Beginning upon receipt of Cannabis of Worcester's first Provisional License from the Commission to operate a Retailer facility in the Commonwealth, Cannabis of Worcester will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. Cannabis of Worcester is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

Cannabis of Worcester 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 Cannabis of Worcester 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

March 11, 2022

TO WHOM IT MAY CONCERN:

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

CANNABIS OF WORCESTER LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 28, 2022.**

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: **JOSEPH KACHUROI, PATRICK MURPHY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOSEPH KACHUROI, PATRICK MURPHY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOSEPH KACHUROI, PATRICK MURPHY**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

Secretary of the Commonwealth



**LIMITED LIABILITY COMPANY AGREEMENT
OF
CANNABIS OF WORCESTER LLC**

This Limited Liability Company Agreement (this “**Agreement**”) of Cannabis of Worcester LLC, a Massachusetts limited liability company (the “**Company**”), is entered into effective as of February 25, 2022, by and among the Members of the Company and is also binding upon any other Person admitted in accordance with this Agreement as a Member of the Company from time to time.

This Agreement is being entered into to provide for, among other things, the governance of the Company and restrictions on the transfer of the Company’s Interests.

Capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in Article VIII of this Agreement.

Introduction.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I.
NAME; BUSINESS; TERM**

1.1 Name; Jurisdiction of Organization. The name of the Company is Cannabis of Worcester LLC. The Company is a limited liability company organized under the Massachusetts Limited Liability Company Act (the “**Act**”). The Company was formed on February 25, 2022 by the filing of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts.

1.2 Business. The purpose of the Company shall be to obtain a license for and subsequently own, operate, and manage, an adult use cannabis dispensary in accordance with Massachusetts law and without limiting the foregoing, to engage in any lawful activity for which limited liability companies may be formed under the Act.

1.3 Office; Agent for Service of Process. The principal place of business of the Company shall be 201 Park Avenue, Worcester, Massachusetts 01609 or such other place as the Board of Managers shall determine from time to time. As of the date of this Agreement, the office of the Company in the Commonwealth of Massachusetts and the name and address of the Company’s initial agent for service of process are: Joseph Kachuroi, 201 Park Avenue, Worcester, Massachusetts 01609.

1.4 Term. The Company shall continue in existence until terminated and liquidated in accordance with this Agreement. The Board of Managers and/or any Person(s) authorized in writing by the Board of Managers shall wind up the Company’s affairs in accordance with the Act and this Agreement.

1.5 Construction of Agreement. The rights, powers, privileges, obligations, duties and liabilities of the Members and Managers shall be determined pursuant to this Agreement and the Act. To the extent that the rights, powers, privileges, obligations, duties or liabilities of any Member or Manager are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the maximum extent permitted by the Act, control.

ARTICLE II. MANAGEMENT

2.1 General. The Company and its business and affairs shall be exclusively managed by its Board of Managers (as used herein, “**Managers**” has the meaning given to it in the Act) in accordance with the provisions of this Article II. Except as otherwise expressly set forth in this Agreement, the Members, as such, shall have no (a) authority to act for or bind the Company, (b) voting or approval rights of any kind or (c) ability or right to exercise any of the rights, powers or privileges under the Act. Except as otherwise expressly set forth in this Agreement, the approval of the Members shall not be required for the Company to engage in any transaction or to perform any other act, statutory or otherwise.

2.2 Board of Managers. All actions by the Company that would require approval of a corporate board of directors or stockholders of a corporation under Massachusetts law or for which it would be customary, using good practice, to obtain such approval, shall require approval of the Company’s Board of Managers. Subject to the provisions of this Agreement, the Board of Managers shall have the authority to exercise all rights, powers and privileges granted by the Act, any other applicable law and this Agreement with respect to the Company and its business and affairs. The actions of a Manager, as authorized by vote or consent of the Board of Managers, may be conclusively relied upon by any and all third parties as a duly authorized action of the Company.

2.3 Appointment of Managers. The Company shall be managed by a Board of Managers which shall initially be comprised of two individuals, who shall be elected in accordance with the provisions hereof (each, a “**Manager**” and collectively, the “**Board of Managers**”). Managers shall be elected by vote or consent of the holders of not less than a Majority-in-Interest. As of the date of this Agreement, the Managers are Joseph Kachuroi and Patrick Murphy. Any person may be removed from his or her position as a Manager by vote or consent of a Majority-in-Interest. If any Person is removed as a Manager, any resulting vacancy on the Board of Managers shall be filled by the vote or consent of a Majority-in-Interest. The number of Persons on the Board may be increased or reduced by vote or consent of the holders of not less than a Majority-in-Interest.

2.4 Meetings; Notice. Regular or special meetings of the Board of Managers may be held at any time and in any place designated in the notice of meeting and may be called by any Manager. It shall be reasonable and sufficient notice to a Manager to send notice by overnight courier at least forty-eight hours before the meeting, or by facsimile or electronic mail at least twenty-four hours before the meeting, addressed to him at his usual or last known business or residence address, facsimile or electronic mail address, as applicable, or to give notice to him in person or by telephone at least twenty-four hours before the meeting. Notice of a meeting need not be given to any Manager if a written waiver of notice, executed by him before or after the

meeting, is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

2.5 Quorum. Except as otherwise provided herein, at any meeting of the Board of Managers, a majority of the Managers then in office shall constitute a quorum.

2.6 Voting. Each member of the Board of Managers shall be entitled to vote at meetings of the Board of Managers at which a quorum is present, and the vote of a majority of the members of the Board of Managers present at such meeting shall constitute an action by the Board of Managers, except as may be otherwise specifically provided in this Agreement or by law. Notwithstanding the foregoing, in the event any matter presented for approval by the Board of Managers is a self-interested transaction with respect to any particular Manager, such Manager having the interest in the transaction shall abstain from the vote or consent on such matter.

2.7 Participation by Conference Telephone. Any one or more of the members of the Board of Managers may participate in a meeting of the Board of Managers by means of a conference telephone or similar communication device that allows all Persons participating in the meeting to simultaneously hear each other during the meeting, and such participation in the meeting shall be the equivalent of being present in person at such meeting.

2.8 Action by Members of the Board of Managers Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Managers may be taken without a meeting if one or more proposed written consents, setting forth the action so taken or to be taken: (i) is sent to all members of the Board of Managers, (ii) is signed or consented to via electronic mail by the members of the Board of Managers whose consent would be required to approve such action if considered for approval at a meeting of the Board of Managers at which a quorum was present, and (iii) such signed written consent, and any consents made via electronic mail related thereto, are included in the Company's permanent records. Action taken under this Section 2.8 shall be effective when all required members of the Board of Managers have signed the proposed written consent or counterpart thereof, or have consented via electronic mail, unless the written consent specifies that it is effective as of an earlier or later date. The written consent on any matter pursuant to this Section 2.8 has the same force and effect as if such matter was voted upon at a duly called meeting of the Board of Managers and may be described as such in any document or instrument.

2.9 Officers. The Company may have such officers, representatives and agents as are appointed from time to time by the Board of Managers. Without limiting the generality of the foregoing, the Company may have a Chairman, a President, a Chief Financial Officer, a Treasurer, one or more Vice Presidents, and a Secretary, each of whom shall, unless otherwise directed by the Board of Managers, have the powers normally associated with such officers of a Massachusetts corporation. Any number of offices may be held by the same person, as the Board of Managers may determine. Unless otherwise provided in the appointment of any officer, each officer shall be chosen for a term which shall continue until such officer's successor shall have been chosen and qualified or such officer's earlier death, resignation or removal by the Board of Managers.

2.10 Indemnification. Each Member, Manager and officer of the Company, and each of their Affiliates (an "**Indemnified Person**") shall be entitled to indemnification from the

Company from and against any and all claims, demands, losses, judgments, fines, penalties, liabilities and expenses (collectively, a “**Claim**”) actually and reasonably incurred by such Indemnified Person as a result of any act performed or omitted to be performed by such Indemnified Person (1) as a Member, Manager or officer under this Agreement or as a member, other equity holder, manager or officer of any Related Company within the authority granted by this Agreement or such Related Company’s organizational documents or (2) on behalf of the Company, any Member or any Related Company in connection with the business of the Company or any Related Company, provided that (a) such Indemnified Person’s conduct was in good faith in a manner that such Indemnified Person believed was in or not opposed to the best interests of the Company, (b) such Indemnified Person’s conduct did not constitute gross negligence or willful misconduct, and (c) such Indemnified Person’s conduct did not constitute a material breach of this Agreement. This right to indemnification shall include the payment of all reasonable expenses incurred by such Indemnified Person, including reasonable legal and other professional fees and expenses, which amounts shall be paid by the Company when incurred, subject to an undertaking from the Indemnified Person to return such amounts if it is finally determined by a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification hereunder, provided that if the Company elects to assume the defense of any Indemnified Person in respect of such Claim, the Company shall no longer be obligated to reimburse the Indemnified Person for such expenses. This right to indemnification shall not be exclusive of or affect any other rights which any Indemnified Person may have, and shall inure to the benefit of the heirs, executors and administrators of an Indemnified Person. This right to indemnification shall continue in effect regardless of whether an Indemnified Person continues to serve as a Member, Manager or officer. The Company may, in the sole discretion of the Board of Managers, indemnify any other Person to the extent the Board of Managers deems advisable. No amendment or repeal of this Section 2.10 shall have any effect on a Person’s rights under this Section 2.10 with respect to any act or omission occurring prior to such amendment or repeal.

2.11 Exculpation. No Indemnified Person shall be liable, in damages or otherwise, to the Company or any Member or Manager for any loss that arises out of any act performed or omitted to be performed by such Indemnified Person within the authority granted by this Agreement, other than any loss that results from the Indemnified Person’s failure to act in good faith, gross negligence, willful misconduct or material breach of this Agreement. No amendment or repeal of this Section 2.11 shall have any effect on an Indemnified Person’s rights under this Section 2.11 with respect to any act or omission occurring prior to such amendment or repeal.

2.12 Reliance. Each Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters such Manager reasonably believes are within such other Person’s professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or income or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

2.13 Duties. Each Manager, in such Manager’s capacity as a Manager, shall perform such Manager’s duties hereunder in good faith in a manner that such Manager believes to be in or not opposed to the best interests of the Company and in accordance with the terms of this Agreement. The exercise by any Manager or Member of any of their respective rights, elections,

powers or privileges hereunder in accordance with the provisions of this Agreement shall not be deemed to constitute a lack of good faith, a breach of any fiduciary duty or unfair dealing. To the extent that any Manager or Member has duties (including fiduciary duties) under the Act or any other law to the Company, the Members, the Managers or any other Person bound by this Agreement, the provisions of this Agreement are intended to replace such duties to the maximum extent permitted by law.

ARTICLE III. MEMBERS; LIMITED LIABILITY; CAPITAL

3.1 Members. The name and address of each Member is set forth on **Exhibit A** hereto (as the same may be amended from time to time). Such address may be changed by the Board of Managers to reflect a change in the address of any Member upon notice from such Member of a change of address.

3.2 Limited Liability. Except as otherwise required by the Act, the debts, expenses, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, expenses, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, expense, obligation or liability of the Company. All Persons dealing with the Company shall have recourse solely to the assets of the Company for the payment of the debts, expenses, obligations or liabilities of the Company. No Member shall have any liability to restore any negative balance in such Member's Capital Account.

3.3 Capital.

(a) As of the date of this Agreement, there is only one type of membership Interests in the Company, called Units (the "**Units**"). The Board of Managers shall have the authority to (i) cause the Company to issue additional Interests (including new Interests created by the Board of Managers) and (ii) amend this Agreement and the Register to reflect the rights, powers, privileges, duties and obligations of the additional Interests so issued, the admission of any additional Members and/or the increase in the Capital Contributions and/or Interests of existing Members in connection with such issuance. As a condition to the issuance of additional Interests to any Person not a Member of the Company, such Person shall be required to execute and deliver to the Company a Joinder Agreement substantially in the form attached hereto as **Exhibit B**.

(b) The initial capital contributions (the "**Capital Contributions**") of the Members and the number of Units initially held by the Members are set forth in a separate Register of Capital Contributions and Unit Ownership (the "**Register**") maintained by the Board of Managers. The Register also sets forth the form of each Capital Contribution, and the agreed value attributable thereof in the case of Capital Contributions not made in cash. The initial form of the Register is attached hereto. The Register shall be amended from time to time by the Board of Managers to reflect transfers of Units and the issuance of new Units in accordance with this Agreement. No interest shall accrue on any contributions to the capital of the Company.

(c) There are hereby established and authorized for issuance by the Company an unlimited number of Units. The Company is specifically authorized to issue such number of Units as the Board of Managers may determine, each issuance of which shall be in accordance

with this Agreement, for such consideration, if any, as the Board of Managers may deem appropriate. Each Member shall be entitled to one vote per Unit on all matters upon which the Members have the right to vote under this Agreement.

3.4 Preemptive Rights.

(a) The Company will give each Member at least 20 days prior written notice of any proposed sale or issuance by the Company of any Interests, except for Interests or other securities sold, granted or issued in an Exempt Offering. Such notice will identify the Interests to be issued, the approximate date of issuance, and the price and other terms and conditions of the issuance. Such notice will also include an offer (the “**Offer**”) to issue to each Member such Member’s Proportionate Percentage of such Interests (the “**Offered Interests**”) at the price and on the other terms as are proposed for such sale or issuance. The Offer shall remain open for a period of 20 days from the date of delivery of such notice and may be accepted by any such Member in such Member’s sole discretion. The Offer will also specify each Member’s Proportionate Percentage.

(b) Each Member shall give notice to the Company of such Member’s intention to accept an Offer prior to the end of the 20-day period of such Offer, setting forth the portion of the Offered Interests which such Member elects to purchase and specifying the maximum number of additional Offered Interests such Member is willing to purchase if any other Member declines to purchase all of such other Member’s Offered Interests. If any Member fails to respond to the Offer within such 20-day period, such Member will be deemed to have rejected the Offer. If any Member fails to subscribe for such Member’s Proportionate Percentage of the Offered Interests, the other subscribing Members shall be entitled to purchase such Offered Interests as are not subscribed for by such Member, up to the maximum number of additional Offered Interests specified in their notice, in the same proportion in which they were initially entitled to purchase the Offered Interests. The Company shall notify each such Member within five days following the expiration of the 20-day period described above of the additional amount of Offered Interests which each Member shall purchase pursuant to the foregoing sentence.

(c) The closing of any sale or issuance of Offered Interests shall take place at the offices of the Company’s counsel or such other location as the Company shall specify to the Members. Upon the closing of any sale or issuance of Offered Interests, the Members shall purchase from the Company, and the Company shall sell to such Members, the Offered Interests, or any part thereof, subscribed for by such Members at the price and on the terms specified in the Offer, which shall be the same price and terms at which all other Persons acquire such Interests in connection with such sale or issuance.

(d) If, but only if, the Members do not subscribe for all of the Offered Interests, the Company shall have 120 days from the end of the foregoing 20-day period to sell all or any part of such Offered Interests as to which such Members have not accepted the Offer, to any other Persons at a price and on terms and conditions which are no more favorable to such other Persons or less favorable to the Company than those set forth in the Offer. Any Offered Interests not purchased by the Members or such other Persons in accordance with Subsection (c) and this Subsection (d) may not be sold or otherwise issued until they are again offered to the Members under the procedures specified in this Section 3.4.

(e) As used herein, “**Proportionate Percentage**” of a Member means a fraction of which (i) the numerator is the number of held by such Member, and (ii) the denominator is the number of Units held by all Members.

(f) As used herein, “**Exempt Offering**” means (i) the sale by the Company (or any successor) of securities in a Public Offering; (ii) the issuance of Interests upon conversion or exercise of any Units or Unit Equivalents as to which each Member was offered the opportunity to purchase its Proportionate Percentage under this Section or as to which the Members were not required to be offered such opportunity hereunder; (iii) the issuance of Interests in connection with a bona fide acquisition of or by the Company or any Subsidiary whether by merger, consolidation, sale of assets, sale or exchange of securities or otherwise, or the issuance of Interests in connection with any joint venture, licensing, marketing or other business arrangement, in each case as approved by the Board of Managers; (iv) the issuance of Interests in connection with a third party debt financing, equipment leasing or real property leasing transaction approved by the Board of Managers; and (v) the issuance of Interests pursuant to any Unit split, distribution, combination, reclassification, reorganization or similar transaction approved by the Board of Managers as a result of which there is no change in the relative percentage ownership of the holders of Interests.

3.5 Resignation or Termination of Membership; Return of Capital. No Member shall resign as a Member or terminate such Member’s membership in the Company for any reason (including bankruptcy or any other event) except as expressly permitted by this Agreement, or have any right to distributions respecting such Member’s Interest (upon withdrawal or resignation from the Company or otherwise) except as expressly set forth in this Agreement. No Member shall have the right to demand or receive property other than cash in return for such Member’s Capital Contribution.

ARTICLE IV. CAPITAL ACCOUNTS AND ALLOCATIONS

4.1 Capital Accounts. A separate account (a “**Capital Account**”) shall be established and maintained for each Member which shall initially equal the amount or value of the Member’s paid-in Capital Contributions recorded on the books of the Company and shall be:

(a) increased by (i) any cash contributions made by such Member, (ii) the Gross Asset Value of any asset contributed by such Member to the Company (as determined immediately prior to such contribution), (iii) the Member’s distributive share of Company Net Profits, and (iv) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company properties distributed to such Member, and

(b) reduced by (i) such Member’s distributive share of Company Net Losses, (ii) cash distributed by the Company to such Member, (iii) the Gross Asset Value of any Company property distributed to such Member (as determined immediately prior to such distribution), and (iv) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any properties contributed by such Member to the Company.

It is the intention of the Members that the Capital Accounts of the Company be maintained in accordance with the Regulations promulgated under Section 704(b) of the Code and that this Agreement be interpreted consistently therewith.

4.2 General. Unless otherwise provided herein: (a) the provisions of Section 4.3 shall be applied after the provisions of the remaining Sections of this Article have been given effect, (b) allocations within a class of Units shall be made equally to each Unit, and (c) allocations made to the predecessor in interest of a Member shall be treated as made to that Member.

4.3 Net Profits and Net Losses. The Net Profits and Net Losses as determined for purposes of computing the Capital Accounts of the Members shall be allocated among the Members and credited or debited to their respective Capital Accounts in accordance with Regulations Section 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible (a) that such allocations satisfy the economic effect equivalence test of Regulations Section 1.704-1(b)(2)(ii)(i) and (b) that all allocations of items that cannot have economic effect (including credits and nonrecourse deductions) are allocated to the Members in proportion to their interests in the Company as required by Code Section 704(b) and the Regulations promulgated thereunder. Without limiting the foregoing, all items of Net Profit and Net Loss shall be allocated in such a manner that, to the maximum extent possible, the balance of each Member's Capital Account at the end of any fiscal period (increased by such Member's "**share of partnership minimum gain**", such Member's share of "**partner nonrecourse debt minimum gain**" and such Member's deemed obligation, if any, to restore any deficit balance in its capital account, as determined according to Regulations Sections 1.701-2(i)(5), 1.704-2(g), and 1.704-2(b)(2)(ii)(c), respectively) would equal the positive amount of cash that such Member would receive (or the negative amount of cash that such Member should be required to contribute to the Company) if the Company sold all of its property for an amount of cash equal to the Gross Asset Value of such property (reduced, but not below zero, by the amount of nonrecourse debt to which such property is subject) and all of the cash of the Company remaining after payment of all liabilities (other than nonrecourse liabilities) of the Company were distributed in liquidation immediately following the end of such allocation period.

4.4 Allocations with respect to Contributed Property. The Tax Items with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for Federal income tax purposes and the initial Gross Asset Value of such property using the traditional method as defined in Regulations Section 1.704-3(b), or other permissible method as determined by the Board of Managers, in accordance with Section 704(c) of the Code and the Regulations thereunder. If the Gross Asset Value of any Company asset is subsequently adjusted on any Adjustment Date, any allocation of Tax Items with respect to such asset shall thereafter take account of any variation between the adjusted tax basis of the asset to the Company and its Gross Asset Value in the same manner as under Section 704(c) of the Code and any Regulations promulgated thereunder. All elections under the Regulations with respect to special allocations required by Section 704(c) of the Code will be made by the Board of Managers.

4.5 Regulatory Allocations

(a) Qualified Income Offset and Gross Income Allocation. Any Member who unexpectedly receives an adjustment, allocation, or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d) (4), (5), or (6), and as a result such Member has, or has increased, a deficit balance in such Member's Capital Account (including any deemed deficit restoration

obligation pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and (i)(5), and adjusted as provided in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d) (4), (5) and (6)), or any Member otherwise has such a deficit at the end of any fiscal period, will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income, including gross income, and gain for such period) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible; provided that an allocation pursuant to this Section 4.5(a) will be made only if and to the extent that the Member would have such a deficit after all other allocations provided for in this Section 4.5(a) have been tentatively made as if this Section 4.5(a) were not in this Agreement.

(b) Minimum Gain Chargeback. Notwithstanding any provision of this Agreement to the contrary, if there is a net decrease during a taxable year in Company “**minimum gain**”, as that term is defined in such provisions of the Regulations or applicable tax law that may apply to the allocation of tax benefits among partners, during any allocation period each Member shall be allocated items of income and gain for such fiscal period (and, if necessary, subsequent periods) in the amounts equal to such Members’ shares of the net decrease in Company minimum gain as provided in Regulations sections 1.704-2(f) and (g).

(c) Member Minimum Gain Chargeback. Notwithstanding any other provision of this Agreement to the contrary, if there is a net decrease in Member “**nonrecourse debt minimum gain**” attributable to a Member “**nonrecourse debt**” (in each case as defined in Treasury Regulations Section 1.704-2(i)) during any fiscal period, the Members shall be specially allocated Company items of income and gain for such allocation period (and, if necessary, subsequent periods) in an amount equal to such Member’s share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner’s nonrecourse debt, all as determined in accordance with Treasury Regulations Section 1.704-2(i) and (j).

(d) Allocation of Recapture Income. Recapture income (under Sections 1245 and 1250 of the Code), if any, from the disposition of a Company asset shall be allocated among the Members as provided in the Regulations.

(e) Allocations of Nonrecourse Deductions. Nonrecourse Deductions, as that term is defined in Regulations § 1.704-2(c), and Partner Nonrecourse Deductions, as that term is defined in Regulations § 1.704-2(i)(2), shall be allocated as determined by the Board of Managers in accordance with Regulations § 1.704-2.

(f) Certain Basis Adjustments. In the event the adjusted tax basis of any Code Section 38 property that has been placed in service by the Company is increased pursuant to Code Section 50(c), such increase shall be specially allocated among the Members (as an item in the nature of income or gain) in the same proportions as the investment tax credit that is recaptured with respect to such property is shared among the Members. Any reduction in the adjusted tax basis (or cost) of Code Section 38 property pursuant to Code Section 50(c) shall be specially allocated among the Members (as an item in the nature of expenses or losses) in the same proportions as the basis (or cost) of such property is allocated pursuant to Regulations Section 1.46-3(f)(2)(i).

4.6 Curative Allocations. The allocations set forth in Section 4.5 (the “**Regulatory Allocations**”) are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-

2 of the Regulations. The Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Net Profits, Net Losses and similar items. Accordingly, Net Profits, Net Losses and other items will be reallocated among the Members (in the same fiscal period, and to the extent necessary, in subsequent periods) in a manner consistent with Regulation Sections 1.704-1(b) and 1.704-2 so as to prevent the Regulatory Allocations from distorting the manner in which Net Profits, Net Losses and other items are intended to be allocated among the Members pursuant to this Section 4.6.

4.7 Proration in the Event of a Transfer. If any Interest of a Member is transferred during a taxable year of the Company, then each Tax Item attributable to the transferred Interest shall be prorated between the transferor and transferee for Federal income tax purposes as required or permitted by the Code or Regulations, using any convention or method permitted by the Code or Regulations in making such proration as the Board of Managers shall reasonably select; provided, however, extraordinary gain or loss (if any) shall be allocated to the holder of the Interest on the date of the disposition giving rise to the extraordinary gain or loss.

4.8 Allocations upon Admissions or Redemptions.

(a) If the Interest of a Member is changed during a taxable year for any reason other than the transfer of all or a portion of the Interest to any other Person, then such Member's share of each Tax Item shall be determined for Federal income tax purposes by taking into account each such Member's varying Interests and using any convention or method permitted by the Code or the Regulations reasonably selected by the Board of Managers.

(b) If the Interest of a Member is redeemed or otherwise repurchased by the Company during a taxable year, to the maximum extent permitted by Regulations Sections 1.704-1(b)(2) and (4), such Member's Capital Account will be allocated items of income and gain in the amount of the difference between the value of the consideration received by such Member as a result of such redemption or repurchase and such Member's adjusted tax basis in such redeemed or repurchased Interest.

4.9 Limitation on Loss Allocations. If and to the extent that any allocation of Net Loss to any Member would cause such Member's Capital Account to have a deficit balance, or would further increase an existing deficit balance, in excess of the maximum deficit balance allowed under the Section 704(b) Regulations, then such Net Loss shall be allocated first to the Capital Accounts of the other Members until all such Capital Accounts are reduced to zero, and then to such Members equally with respect to each Unit held. If any special allocations of Net Loss are made pursuant to the preceding sentence, items of gross income and gain in subsequent periods shall be specially allocated to offset such allocations of Net Loss as promptly as possible.

4.10 Special Allocations in Year of Liquidation. It is the intention of the parties that, after giving effect to all allocations of Net Profits and Net Losses for the current and all prior fiscal periods under Article IV, the Capital Accounts of the Members immediately before the distributions under Section 5.1(b) are made shall be as nearly equal as possible to the amounts that they would receive in liquidation under Section 5.2, (the "**Target Amounts**"). Therefore, if immediately prior to the distributions under Section 5.1(c) there be any difference between the Capital Accounts of the Members and the amounts to which the Members would otherwise be entitled under Section 5.2, the Tax Items in the final fiscal period (and prior fiscal periods, if

necessary and permitted by the Code and Regulations) shall be specially allocated among the Members so that, as much as possible, their Capital Accounts shall equal the amounts to which they would be entitled if Section 5.2, solely governed liquidating distributions. If the Net Profits of the Company are insufficient to allow the Capital Accounts of the Members to be adjusted to their Target Amounts, then items of gross income (consisting of items of ordinary income and items of capital gain in the proportions in which such ordinary income and capital gain are recognized by the Company for Capital Account purposes) shall be specially allocated to the Members to the extent necessary to cause their Capital Accounts to be equal to their Target Amounts.

4.11 Allocation of Tax Items. Except as otherwise provided in this Article IV, all items of income, gain, loss and deduction will be allocated among the Members for Federal income tax purposes in the same manner as the corresponding allocation for Capital Account purposes.

ARTICLE V. DISTRIBUTIONS

5.1 Timing of Distributions. The Members shall be entitled to receive distributions from the Company only at the following times:

(a) Tax Distributions.

(i) With respect to any taxable year prior to the year in which the Company liquidates or sells all or substantially all of its assets, the Company will use commercially reasonable efforts to distribute to each Member, on a timely basis, an amount of cash (calculated in accordance with the terms of this Section 5.1(a)) that is sufficient to cause each Member to have received under this Section 5.1(a) with respect to each quarter aggregate distributions equal to the product of the Tax Rate multiplied by the estimated Federal taxable income to be allocated to such Member for such quarter. The Company shall use commercially reasonable efforts to make tax distributions required by this Section 5.1(a) during each taxable year for the purpose of funding the federal and state estimated tax liabilities of the Members based on the estimated taxable income of the Company, not less than five days before the due date of each estimated tax payment by an individual taxpayer.

(ii) For all purposes of this Agreement, tax distributions made pursuant to this Section 5.1(a) shall be treated as an advance of distributions made or to be made in the order and priority set forth under Section 5.2. No distribution shall be made under this Section 5.1(a) with respect to any taxable year in which the Company liquidates or sells all or substantially all of its assets. The Board of Managers shall determine in good faith the amount of the tax distributions required by this Section 5.1(a), and such determination shall be final and binding.

(b) Distributions on Liquidation of Company. Upon the liquidation of the Company, the Company shall first promptly pay or make provision for the payment of all of the liabilities of the Company, including the establishment of such reserves as the Board of Managers shall reasonably determine to be required by law in order to provide for contingent liabilities, and shall then distribute all remaining assets to the Members in accordance with Section 5.2. The

Members agree that any Proposed Sale shall be deemed a liquidation of the Company and the proceeds from the Proposed Sale shall be distributed among the Members in accordance with the provisions of Section 5.2 of this Agreement.

(c) **Other Distributions.** All other distributions of cash or property shall be made in accordance with Section 5.2 at such times and in such aggregate amounts as the Board of Managers shall determine. Distributions that are made to a Member under this Section 5.1(c) shall be offset against future distributions to be made under Section 5.2 to such Member (including any successor in interest of such Member).

5.2 Priority of Distributions. Distributions shall be made to Members in the following order and priority:

(a) First, to each Member to the extent of, and in proportion to, the respective Unreturned Capital Contributions of the Members, until the Unreturned Capital Contribution of each Member equals zero;

(b) Finally, to the holders of all Units, pro rata in proportion to the number of Units held by each.

5.3 Withholding Against Distributions. The Company shall have the right to withhold from any distribution to a Member the amount of any Federal, state, local or foreign tax required by the taxing jurisdiction imposing the obligation that amounts be withheld from or with respect to Company distributions, and any amounts so withheld and paid over to such taxing jurisdiction shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement. The Company shall also have the right to withhold from any distribution to a Member the amount of any unpaid obligation of such Member to the Company or any of its Subsidiaries, and any amounts so withheld shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement and then used to repay the unpaid obligation.

5.4 No Violation of Act. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member if such distribution would violate the Act or any other applicable law. Each Member (including any former Member) who receives a distribution in violation of the Act or any other applicable law shall be liable to the Company for the amount of such distribution to the extent required by the Act or such law.

5.5 Non-Cash Distributions. The value of any non-cash assets to be distributed to the Members in accordance with this Agreement shall be determined by the Board of Managers acting in good faith in the exercise of its reasonable business judgment. Any such distribution of non-cash assets shall be pro rata, as nearly as practicable, in accordance with the other provisions of this Agreement.

ARTICLE VI. TRANSFER RESTRICTIONS; DRAG-ALONG RIGHTS

6.1 Transfer of Units, Generally.

(a) **Blanket Transfer Restrictions.** No Member may Transfer any Units other than in accordance with Section 6.7, except with the consent of the Board of Managers. Notwithstanding any other provision to the contrary set forth elsewhere in this Agreement, no Member shall: (i) except in the context of a sale of all or substantially all outstanding Units of the Company approved by the Board of Managers, Transfer any Units to (A) any Person that, in the opinion of the Board of Managers, directly or indirectly competes with the business of the Company or (B) any equity holder, officer, director, manager, employee, agent, fiduciary or other representative of any such Person, (ii) create or suffer to exist any Encumbrance against any Units in favor of any party, (iii) Transfer any Units if such Transfer would constitute a violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state securities laws or regulations, (iv) Transfer any Units if such Transfer would cause the Company to be classified other than as a partnership for federal income tax purposes or (v) Transfer any Units if such Transfer, when taken together with other prior Transfers, would result in a “**termination**” of the Company for federal income tax purposes. As a condition precedent to any permitted Transfer of Units, the Board of Managers may require delivery to the Company, at the proposed transferor’s expense, of an opinion of counsel satisfactory to the Board of Managers stating that the Proposed Transfer would not result in the occurrence of any of the prohibited consequences set forth above in Section 6.1 (iii), (iv) or (v).

(b) **Rights and Obligations of Substituted Member.** A Transferee of Units, shall, as a condition of becoming a new Member (a “**Substituted Member**”) of the Company upon such Transfer, be required to execute a Joinder Agreement substantially in the form attached hereto as **Exhibit B** and satisfy any other conditions that may be required by the Board of Managers, whereupon such Substituted Member shall have all the rights and powers, and shall be subject to all the restrictions and liabilities, of the Member from whom the Transfer Units were acquired relative to such Transfer Units.

(c) **Unauthorized Transfers.** Any purported Transfer or Encumbrance (an “**Unauthorized Transfer**”) of any Member’s Units which does not comply with the conditions set forth in this Article VI shall be null and void and of no force or effect whatsoever.

(d) **Register Amendment.** Any time Units are Transferred pursuant to this Article VI, the Board of Managers shall amend the Register to reflect the effect of such Transfer.

6.2 **Rights of First and Secondary Refusal.**

(a) **Grant.** Subject to the terms of Section 6.1 above, each Member hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all or any portion of Transfer Units that such Member may propose to transfer in a Proposed Transfer, at the same price and on the same terms and conditions as those offered to the Proposed Transferee.

(b) **Notice.** Each Member proposing to make a Proposed Transfer (a “**Transferring Member**”) must deliver a Proposed Transfer Notice to the Company and the other Members not later than forty-five (45) days prior to the consummation of such Proposed Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Transfer and the identity of the Proposed Transferee. To exercise its Right of First Refusal under this Section 6.2, the Company must deliver a Company Notice (a “**Company Notice**”) to the Transferring Member within fifteen (15) days after delivery

of the Proposed Transfer Notice. In the event of a conflict between this Agreement and any other agreement that may have been entered into by a Transferring Member with the Company that contains a preexisting right of first refusal, the Company and the Transferring Member acknowledge and agree that the terms of this Agreement shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with Section 6.2(a) and this Section 6.2(b).

(c) **Grant of Secondary Refusal Right to Other Members.** Subject to the terms of Section 6.1 above, each Transferring Member hereby unconditionally and irrevocably grants to the other Members (the “**Non-Transferring Members**”) a Secondary Refusal Right to purchase all or any portion of the Transfer Units not purchased by the Company pursuant to the Right of First Refusal, as provided in this Section 6.2(c). If the Company does not intend to exercise its Right of Refusal with respect to all Transfer Units subject to a Proposed Transfer, the Company must deliver a Secondary Notice (the “**Secondary Notice**”) to the Transferring Member and the Non-Transferring Members to that effect no later than fifteen (15) days after the Transferring Member delivers the Proposed Transfer Notice to the Company. To exercise its Secondary Refusal Right, a Non-Transferring Member must deliver a Member Notice (the “**Member Notice**”) to the Transferring Member and the Company within fifteen (15) days after the Company’s deadline for its delivery of the Secondary Notice as provided in the preceding sentence.

(d) **Undersubscription of Transfer Units.** If options to purchase have been exercised by the Company and the Non-Transferring Members with respect to some but not all of the Transfer Units by the end of the 15-day period specified in the last sentence of Section 6.2(c) (the “**Member Notice Period**”), then the Company shall, immediately after the expiration of the Member Notice Period, send written notice (the “**Company Undersubscription Notice**”) to the Members who fully exercised their Secondary Refusal Right within the Member Notice Period (the “**Electing Members**”). The Electing Members shall, subject to the provisions of this Section 6.2(d), have an additional option to purchase their pro rata share of any such remaining unsubscribed Transfer Units on the terms and conditions set forth in the Proposed Transfer Notice. For the purpose of the immediately preceding sentence, “**pro rata**” shall mean a fraction, the numerator of which shall be the number of Units owned by such Electing Member on the date of the Company Undersubscription Notice, and the denominator of which shall be the total number of Units held by Electing Members as of the date of the Company Undersubscription Notice. To exercise such option, the Electing Members must deliver an Undersubscription Notice to the Transferring Member and the Company within ten (10) days after the expiration of the Member Notice Period. If the options to purchase the remaining Units are exercised in full by the Electing Members, the Company shall immediately notify the Transferring Member of that fact.

(e) **Consideration; Closing.** If the consideration proposed to be paid for the Transfer Units is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Company’s Board of Managers. If the Company and/or the Members cannot for any reason pay for the Transfer Units in the same form of non-cash consideration, the Company and/or the Members, as the case may be, may pay the cash value equivalent thereof, as determined in good faith by the Board of Managers and as set forth in the Company Notice. The closing of the purchase of Transfer Units by the Company and/or the Members, as the case may be, shall take place, and all payments from the Company and/or the Members, as the case may be, shall have been delivered to the Transferring Member,

by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice. The parties hereby agree that the terms and conditions of any sale pursuant to this Section 6.2 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the selling Members further covenant and agree to enter into such an agreement with the Company and/or the applicable Members as a condition precedent to any sale or other transfer pursuant to this Section 6.2.

(f) Transfer Void; Equitable Relief. Any Proposed Transfer not made in compliance with the requirements of this Agreement shall be null and void *ab initio*, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of Section 6.1(a) of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Units not made in strict compliance with this Agreement).

(g) Violation of Right of Refusal. If any Transferring Member becomes obligated to sell any Transfer Units to the Company or to Non-Transferring Members under this Agreement and fails to deliver such Transfer Units in accordance with the terms of this Agreement (other than due to a breach of Section 6.1(a) by the Company and/or the other Members), the Company and/or the Non-Transferring Members may, at their option, in addition to all other remedies they may have, send to such Transferring Member the purchase price for such Transfer Units as is herein specified and transfer to the name of the Company or the Non-Transferring Members (or request that the Company effect such transfer in the names of the Non-Transferring Members) on the Company's books the Transfer Units to be sold.

6.3 Call Rights.

(a) General. The Company, first, and the other Members, second, shall have the right at their option (the "**Call Right**") as of the date of the occurrence any of the events described in Section 6.3(a)(i), 6.3(a)(ii), 6.3(a)(iii), 6.3(a)(iv), 6.3(a)(v), 6.3(a)(vi), or 6.3(a)(vii) (each a "**Triggering Event**") with respect to a Member (the "**Affected Member**"), to purchase from the Affected Member or his legal representative, and the Affected Member, his legal representative or his spouse, as the case may be, shall have the obligation to sell to the Company or the other Members (the "**Transferee Members**") all, but not less than all, of the Affected Member's Units:

(i) Bankruptcy. A Member becomes bankrupt, insolvent or becomes subject to (whether voluntarily or involuntarily) any proceeding under any applicable bankruptcy or insolvency law seeking any readjustment, arrangement, composition, postponement or reduction of debts, liabilities or obligations, which proceeding is not dismissed within sixty (60) days;

(ii) Attachment. A Member's Units or a portion thereof are subject to an attachment by a judgment creditor or by any person claiming a lien thereon, if the same

is not removed by bond or otherwise within thirty (30) days after the filing thereof, or otherwise is consented to by the Board of Managers (with the interested Manager, if applicable, abstaining) in writing;

(iii) Felony; Fraud; Material Breach. A Member (i) has been convicted of a felony in any jurisdiction, (ii) commits theft, fraud, embezzlement or other material dishonesty with respect to the Company, (iii) commits a material breach of any of the terms of any agreement between such Member and the Company; (iv) commits any act abhorrent to the community which a reasonable person would consider materially damaging to the reputation or standing of the Company or its other Members;

(iv) Voluntary Cessation of Provision of Services. A Member ceases to provide services to the Company other than by reason of death, Disability, or Retirement;

(v) Death. The death of a Member;

(vi) Disability. A Member becomes Disabled (as hereinafter defined);

(vii) Retirement. A Member permanently ceases to provide services to the Company by retirement at age 70 or older (“**Retirement**”); provided that cessation of provision of services in connection with an event described in Section 6.3(a)(iii) is not considered Retirement and is deemed to be subject to Section 6.3(a)(iii) and not this Section 6.3(a)(vii).

(b) Disability Defined. For the purposes of this Section 6.2, a Member shall be deemed “**Disabled**” upon (i) the determination of the Member’s eligibility to receive benefits under a Company-sponsored long term disability policy after the expiration of the required waiting period (a “**qualifying Company-sponsored disability plan**”) or (ii) in the absence of a qualifying Company-sponsored disability plan, if the Member shall be injured or becomes ill (whether physical or mental) and such injury or illness shall incapacitate such Member and render such Member incapable of performing his or her regular duties for the Company for period of ninety (90) consecutive days.

(c) Procedures.

(i) Company’s Option. The decision by the Company as to whether to exercise its Call Right shall be made by the Board of Managers, but the Affected Member, if a member of the Board of Managers, shall abstain from such decision. If the Affected Member is the sole member of the Board of Managers, the decision shall be made by the holders of a majority of the Units not held by the Affected Member. The Company may exercise its Call Right by providing notice to the relevant party in accordance with Section 7.10 (the “**Company Call Notice**”) of exercise within sixty (60) days after the Triggering Event giving rise to the Call Right. In the event of such exercise, the Company shall purchase all but not less than all of the Units of the Affected Member at the purchase price, within the time frame and on the terms set forth in Sections 6.3(c) through 6.3(f). If and to the extent the Call Right is not so exercised within such sixty (60) day period (the “**Company Call Period**”), the Call Right with respect to the Company shall automatically expire and terminate effective upon the expiration of the Company Call Period.

(ii) Transferee Members' Option. In the event the Company does not exercise its Call Right, the Transferee Members shall have the right, but not the obligation, to purchase the Units of the Affected Member, on a pro rata basis based on the respective numbers of Units held by the Transferee Members, or on such other basis as the Transferee Members may agree. Each Transferee Member may exercise his Call Rights by providing notice to the relevant party in accordance with Section 7.10 (the “**Transferee Member Call Notice**” and together with the Company Call Notice, each a “**Call Notice**”) of exercise within sixty (60) days after the expiration of the Company Call Period. In the event of such exercise, the participating Transferee Members shall purchase all but not less than all of the Units of the Affected Member at the purchase price, within the time frame and on the terms set forth in Sections 6.3(c) through 6.3(f). If and to the extent the Call Right is not so exercised within said sixty (60) day period (the “**Transferee Member Call Period**”), the Call Right with respect to the Transferee Members shall automatically expire and terminate effective upon the expiration of such Company Call Period.

(iii) Timing; Price to be Paid. The purchase price to be paid by the Company or the Transferee Members, as applicable, to the Affected Member, his estate or his spouse, as the case may be, for the Units shall equal the Buyback Value as of the date of the Triggering Event.

(d) Buyback Value. The Buyback Value shall equal:

(i) If the Company is the purchaser, if a majority of the persons then constituting the Board of Managers, exclusive of the Affected Member if such Affected Member is a member of the Board of Managers, and the Affected Member or his estate can agree on the current fair market value of the Affected Member's Units within thirty (30) days after the date of the last applicable Call Notice, then the Buyback Value shall equal such agreed current fair market value;

(ii) If the Transferee Members are the purchasers, if all Transferee Members and the Affected Member or his estate can agree on the current fair market value of the Company within thirty (30) days after the date of the last applicable Call Notice, then the Company Valuation shall equal such agreed current fair market value;

(iii) If the parties described above cannot agree on the current fair market value of the Affected Member's Units, then such parties shall collectively select an independent appraiser to determine the current fair market value of the Affected Member's Units. The appraiser shall be experienced in valuing closely-held private companies and interests therein, and may impose any reasonable valuation criteria and discounting techniques deemed appropriate by such appraiser. The value derived by such appraiser shall be the Buyback Value. The purchaser(s) and seller shall equally share the costs and fees associated by such appraiser. If the parties are unable to agree on a single appraiser, then the purchaser(s), on the one hand, and the seller, on the other hand, shall each nominate and pay for an appraiser, and the Buyback Value shall be deemed the average value of the values determined by such appraisers. If either of the parties refuses or is unable to participate or unreasonably delays the selection of an appraiser, then such party shall be deemed to have assented to the selection of the appraiser by the other party or parties.

(e) **Purchase Agreement.** The parties hereby agree that the terms and conditions of any sale to one or more Transferee Members pursuant to this Section 6.2 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the Affected Member, his legal representative and his spouse further covenant and agree to enter into such an agreement with the Transferee Member or Transferee Members as a condition precedent to any sale or other transfer pursuant to this Section 6.2.

(f) **Closing.** The closing of any purchase and sale of Units pursuant to this Section 6.2 shall take place within fifteen (15) days after the date of determination of the Buyback Value. The purchase price shall be paid by the Company or the participating Transferee Members, as the case may be, at closing by wire transfer of immediately available funds to an account designated in writing by the Affected Member, his legal representative or his spouse, as the case may be. At the closing, the Affected Member, his legal representative or his spouse, as the case may be, shall deliver to the Company or the Transferee Members, as the case may be, good and marketable title to the Affected Member's Units, free and clear of all Encumbrances. Each Member agrees to cooperate and take all actions and execute all documents reasonably necessary or appropriate to reflect the purchase of the Affected Member's Units by the Company or the Transferee Members, as the case may be.

6.4 Right of Co-Sale.

(a) Right of Co-Sale on Proposed Transfer.

(i) If any Transfer Units subject to a Proposed Transfer by a Transferring Member that is subject to Section 6.3 above are not purchased pursuant to Section 6.1 above and thereafter are to be sold to a Proposed Transferee, the other Members may elect to exercise their Right of Co-Sale and participate on a pro rata basis in the Proposed Transfer as set forth in Section 6.4(a) (ii) below and otherwise on the same terms and conditions specified in the Proposed Transfer Notice. In such event, a Member who desires to exercise its Right of Co-Sale must give the Transferring Member written notice to that effect within forty-five (45) days after delivery of the Proposed Transfer Notice, and upon giving such notice such Member shall be deemed to have effectively exercised such Member's Right of Co-Sale.

(ii) Each Member who timely exercises such Member's Right of Co-Sale by delivering the written notice provided for above in Section 6.4(a) (i) may include in the Proposed Transfer all or any part of such Member's Units equal to the product obtained by multiplying (i) the aggregate number of Transfer Units subject to the Proposed Transfer by (ii) a fraction, the numerator of which is the number of Units owned by such Member immediately before consummation of the Proposed Transfer and the denominator of which is the total number of Units owned, in the aggregate, by all Members immediately prior to the consummation of the Proposed Transfer.

(b) **Purchase Agreement.** The parties hereby agree that the terms and conditions of any sale pursuant to this Section 6.2 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the selling Member further covenants and agrees to enter into such an agreement with the

Proposed Transferee as a condition precedent to any sale or other transfer pursuant to this Section 6.2.

(c) Deliveries. Each Unit a Member elects to sell pursuant to Section 6.4(a)(ii) above will be transferred to the Proposed Transferee against payment therefor in consummation of the sale of the Transfer Units pursuant to the terms and conditions specified in the Proposed Transfer Notice and the purchase and sale agreement, and the Proposed Transferee shall be required to concurrently therewith remit or direct payment to each Member the portion of the sale proceeds to which such Member is entitled by reason of its participation in such sale. If any Proposed Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Member exercising its Right of Co-Sale hereunder, no Member may sell any Transfer Units to such Proposed Transferee or Transferees unless and until, simultaneously with such sale, such Proposed Transferee purchases all securities subject to the Right of Co-Sale from such exercising Member on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice.

(d) Additional Compliance. If any Proposed Transfer is not consummated within sixty (60) days after receipt of the Proposed Transfer Notice by the Company, the party proposing the Proposed Transfer may not sell any Transfer Units unless it first complies in full with each provision of this Section 6.3. The exercise or election not to exercise any right by a Member hereunder shall not adversely affect its right to participate in any other sales of Transfer Units subject to this Section 6.3.

6.5 Effect of Failure to Comply.

(a) Violation of Right of Co-Sale. If any Transferring Member purports to sell any Transfer Units in contravention of the Right of Co-Sale, each party who desires to exercise its Right of Co-Sale under Section 6.2 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Transferring Member to purchase from such party the type and number of Units that such party would have been entitled to sell to the Proposed Transferee had the Unauthorized Transfer been effected pursuant to and in compliance with the terms of Section 6.2. The sale will be made on the same terms and subject to the same conditions as would have applied had the Transferring Member not made the Unauthorized Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after the Non-Transferring Member learns of the Unauthorized Transfer, as opposed to the timeframe prescribed in Section 6.2. The Transferring Member shall also reimburse each person wishing to exercise its Right of Co-Sale for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of such person's rights under this Section 6.3.

6.6 Obligations of Transferor. A Conveyance of Units (a) shall deprive the transferor Member of any rights to which such Member would otherwise be entitled with respect to the Transfer Units, and (b) shall not, without more, release the transferor Member from any liability or obligation with respect to the Transfer Units (or otherwise) that may have existed prior to the Conveyance. Subject to the foregoing sentence, any Member who Conveys all of such Member's Units in the Company shall cease to be a Member of the Company.

6.7 Drag-Along Rights.

(a) If the Board of Managers and the Members holding at least a majority of all outstanding Units (the “**Selling Members**”) (i) propose to sell or transfer Units comprising at least a majority of the Units then outstanding in a transaction or series of transactions (including, without limitation, a sale or merger or other business combination or otherwise) to a bona fide third-party purchaser other than a Permitted Transferee, or (ii) approve an offer by a bona fide third-party purchaser to acquire all or substantially all of the assets of the Company (each of the transactions described in clauses (i) and (ii), a “**Proposed Sale**”), a designee (the “**Designee**”) of the Selling Members may deliver to all of the other Members (the “**Remaining Members**”) a notice (the “**Transfer Notice**”): (a) stating that the Transfer Notice is being delivered pursuant to this Section 6.7 and (b) setting forth the terms and conditions of the Proposed Sale, including the identity of the proposed third-party purchaser, and the third-party purchaser’s proposed purchase price and payment terms, together with a copy of any letter of intent or other document embodying the third-party purchase offer. In the case of a transaction described in clause (i) above, the Selling Members shall have the exclusive right and option to require the Remaining Members and their Permitted Transferees to sell all (but not less than all) of their Units at the same price and on the same terms and conditions set forth in the third-party purchase offer as set forth in the Transfer Notice. The Selling Members may exercise such right by providing such notice to the Remaining Members in the Transfer Notice, and, if they do so, the Remaining Members shall be obligated to sell their Units to the purchaser at the same time and on the same terms and conditions as those stated in the Transfer Notice.

(b) Upon receipt of a Transfer Notice, each Remaining Member agrees:

(i) if such transaction requires Member Approval, with respect to all Units that such Member owns or over which such Member otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Units in favor of, and adopt, such Proposed Sale and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Proposed Sale;

(ii) to sell the Units of the Company beneficially held by such Member to the Person to whom the Selling Members propose to sell their Units, and, except as permitted in Section 6.7(c) below, on the same terms and conditions as the Selling Members;

(iii) to execute and deliver all related documentation and take such other action in support of the Proposed Sale as shall reasonably be requested by the Company or the Selling Members in order to carry out the terms and provisions of this Section 6.7, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing and any similar or related documents;

(iv) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Units of the Company owned by such party or Affiliate in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the purchaser in connection with the Proposed Sale;

(v) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Proposed Sale; and

(vi) if the consideration to be paid in exchange for the Units pursuant to this Section 6.7 includes any securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "**accredited investors**" as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units.

(c) Notwithstanding the foregoing, a Remaining Member will not be required to comply with this Section 6.7 in connection with any Proposed Sale unless:

(i) any representations and warranties to be made by a Remaining Member in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Units, including but not limited to representations and warranties that: (A) the Member holds all right, title and interest in and to the Units such Member purports to hold, free and clear of all Encumbrances, (B) the obligations of the Member in connection with the transaction have been duly authorized, if applicable, (C) the documents to be entered into by the Member have been duly executed by the Member and delivered to the purchaser and are legal, valid, binding and enforceable against the Member in accordance with their respective terms, (D) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Member's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency and (E) if applicable and accurate, status as an "**accredited investor**" as defined in Regulation D promulgated under the Securities Act;

(ii) the Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than the Company;

(iii) the liability for indemnification, if any, of such Member in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Proposed Sale, is several and not joint with any other Person, and is pro rata in proportion to the amount of consideration paid to such Member in connection with such Proposed Sale;

(iv) liability shall be limited to such Member's pro rata share (determined in proportion to proceeds received by such Member in connection with such Proposed Sale) of a negotiated aggregate indemnification amount that applies equally to all Members but that in no event exceeds the amount of consideration actually paid to such Member in

connection with such Proposed Sale, except with respect to claims related to fraud by such Member, the liability for which need not be limited as to such Member;

(v) the net proceeds from any Proposed Sale available for distribution to the Members shall be allocated among the outstanding Interests in a manner consistent with the order and priority set forth in Section 5.2, of this Agreement, provided, however, that the price payable for any option, warrant or similar Unit Equivalent shall be reduced by the exercise price or other consideration required to be paid to acquire the underlying Unit;

(vi) upon the consummation of a Proposed Sale, each holder of each class of Units will receive the same form of consideration for their Units of such class as is received by other holders in respect of their Units of such same class; and

(vii) subject to clause (vi) above, if any holders of any Units of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such class of Units will be given the same option.

6.8 Power of Attorney. Each Member irrevocably grants each Manager, or any other party designated in writing by a Manager, a power of attorney to execute and deliver all agreements, documents and instruments and to take all other actions on behalf of such Member required by Section 6.7. This power of attorney shall be deemed to be coupled with an interest and is irrevocable.

6.9 Failure to Deliver Interests. If any Member or transferee of a Member fails to deliver any Interests to be acquired, transferred or exchanged hereunder or under any agreement or arrangement with the Company, the acquiror may elect to establish a segregated account in the amount of the price to be paid therefor, such account to be turned over to such Member or transferee upon delivery of instruments transferring such Interests. If a segregated account is so established, the Board of Managers shall take such action as is appropriate to transfer record title to the Interests from such Member to the acquiror. Each Member hereby irrevocably grants each Manager a power of attorney to effectuate the purposes of this Section, which power of attorney is deemed to be coupled with an interest and is irrevocable.

ARTICLE VII. MISCELLANEOUS

7.1 Books and Records. The Company shall keep true and correct books of account with respect to the operations of the Company. Such books shall be maintained at the principal place of business of the Company, or at such other place as the Board of Managers shall determine. Such books shall be closed and balanced as of the last day of each year.

7.2 Access to Information. Each Member shall be entitled to request and receive from the Company the following information regarding the Company: (a) Schedule K-1 and similar state forms relating to the Member's tax liability incurred with respect to such Member's Interests in the Company, (b) information to confirm the Member's Interests, and (c) a copy of this Agreement, as amended. Each Member acknowledges that such Member is not entitled to any other information regarding the Company or any other Member pursuant to the Act.

7.3 Fiscal Year. The fiscal year of the Company shall end on December 31.

7.4 Method of Accounting; Tax Election. The method of accounting used by the Company shall be determined by the Board of Managers. Until such time as the Company elects otherwise, the Company shall be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Board of Managers and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

7.5 Partnership Representative. Joseph Kachuroi, or such other person as is selected by the Board of Managers, shall be the “**tax matters partner**” of the Company for purposes of the Code and shall be the “**partnership representative**” within the meaning of Section 6223 of the Code as amended by The Bipartisan Budget Act of 2015 (P.L. 114-74) (the “**Partnership Representative**”), to manage administrative tax proceedings conducted at the Company level by the Internal Revenue Service with respect to Company matters. Each Member expressly consents to such designation and agrees that, upon the request of the Partnership Representative, such Member will execute, acknowledge, deliver, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Partnership Representative is specifically directed and authorized to take whatever steps the Partnership Representative, in such Partnership Representative’s sole and absolute discretion, deems necessary or desirable to perfect such designation, including, without limitation, filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under Treasury Regulations. Expenses of administrative proceedings relating to the determination of Company items at the Company level undertaken by the Partnership Representative shall be Company expenses. Without limiting the generality of the foregoing, the Partnership Representative shall have the sole and absolute authority to make any elections on behalf of the Company permitted to be made pursuant to Section 754 or any other Section of the Code or the Treasury Regulations promulgated thereunder. In addition, the Partnership Representative may, in such Partnership Representative’s discretion, take appropriate steps on behalf of the Company that he deems necessary or advisable to comply with the tax laws of non-U.S. jurisdictions.

7.6 Other Activities of Members. Except as otherwise expressly provided in this Agreement or in any agreement between a Member and a Related Company, each Member and its Affiliates may engage in and possess interests in other business ventures and investment opportunities. Neither the Company nor any other Member shall have any rights in or to such ventures or opportunities or the income or profits therefrom by reason of this Agreement.

7.7 Legends. If any Interests are represented by certificates or instruments, such certificates or instruments will contain any legends required by law or reasonably required by the Board of Managers.

7.8 Successors and Assigns. Subject to the restrictions on the transferability of the Interests set forth herein, this Agreement shall be binding upon and shall inure to the benefit of (a) the Company and (b) the Members and their respective successors, successors-in-title, assigns, heirs and legal representatives. Except as otherwise expressly set forth herein, none of the

provisions of this Agreement shall be for the benefit of or enforceable by any other Person (including creditors of the Company or any Subsidiary).

7.9 Amendments, Waivers, Etc. No waiver, modification or amendment of this Agreement shall be valid or binding (except as otherwise provided herein including, without limitation, with respect to the admission of new Members, the issuance of additional Interests and any changes to the Register in connection with such issuances) unless such waiver, modification or amendment is in writing and duly executed by the Company and a Majority-in-Interest. The Company will deliver copies of all amendments to this Agreement to each Member promptly after the effectiveness thereof. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver or a continuing waiver of the same or any subsequent breach of any provision of this Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

7.10 Notices. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by e-mail or fax (if confirmed), by United States mail, certified or registered with return receipt requested, or by a nationally recognized overnight courier service, or otherwise actually delivered. Any such notice, demand or communication shall be deemed given on the date given, if delivered in person, e-mailed or faxed, on the date received, if given by registered or certified mail, return receipt requested or given by overnight delivery service, or three days after the date mailed, if otherwise given by first class mail, postage prepaid. Any such notice, demand or communication shall be sent (a) if to the Company, to 201 Park Avenue, Worcester, Massachusetts 01609, Attn: Board of Managers, and (b) if to any Member, to the address set forth on **Exhibit A**.

7.11 Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any proceeding arising out of or relating to this Agreement shall be exclusively brought in the courts of the Commonwealth of Massachusetts or, if it can acquire jurisdiction, in the United States District Court for the District of Massachusetts. This provision may be filed with any court as written evidence of the knowing and voluntary irrevocable agreement between the parties to waive any objections to jurisdiction, to venue or to convenience of forum.

7.12 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7.13 Counterparts. This Agreement may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages, all of which together shall for all purposes constitute one Agreement notwithstanding that all Members have not signed the same counterpart.

7.14 Entire Agreement. This Agreement (together with any agreement relating to the vesting or repurchase or forfeiture of any Units or other Interests) embodies the entire

agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

7.15 Interpretation of Agreement. The headings of Articles, Sections, and Subsections herein are inserted for convenience of reference only, and shall be ignored in the construction or interpretation hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other documents and agreements contemplated herein. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other document or agreement contemplated herein, this Agreement and such other documents and agreements shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other documents or agreements contemplated herein. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement.

7.16 Securities Laws Matters. Upon any acquisition by a Member of any Interest, whether by purchase from another Member, issuance by the Company or otherwise, each such Member represents and warrants to, and agrees with, the Company (as of the date hereof and as of each other date such Member acquires any Interests) as follows:

(a) Such Member understands that such Member must bear the economic risk of such Member's investment for an indefinite period of time; that the Interests acquired by such Member have not been registered under the Securities Act or any other applicable securities laws and, therefore, cannot be resold unless they are subsequently registered under the Securities Act and any other applicable securities laws unless an exception from such registration is available; that such Member is acquiring such Interests for investment for the account of such Member and not with a view toward resale or other distribution thereof; and that the Company does not have any intention of registering such Interests under the Securities Act or any other securities laws or of supplying the information which may be necessary to enable such Member to sell any Interests.

(b) Such Member has adequate means of providing for such Member's current needs and personal contingencies and has no need for liquidity in connection with such Member's Interests. Such Member can afford a complete loss of such Member's investment in the Company, has evaluated the risks of acquiring the Interests, and has determined that such Interests are a suitable investment for such Member.

(c) The Company has made available to such Member on a confidential basis, prior to the acquisition of such Interests, the books and records of the Company and the opportunity to ask questions of and receive answers from representatives of the Company concerning the terms and conditions of such Member's investment and the Company's affairs. Such Member has such knowledge and experience in financial, securities, investments and business matters so that such Member is capable of evaluating the merits and risks of such Member's acquisition of such Interests.

(d) All representations and warranties contained in this Section shall survive the execution and delivery of this Agreement and the issuance of Interests to such Member.

ARTICLE VIII. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following respective meanings:

Act has the meaning specified in Section 1.1.

Adjustment Date means the date on which any of the events described in Regulation 1.704-1(b)(2)(iv)(f)(5) occurs.

Affiliate has the meaning given to it in Rule 405 promulgated under the Securities Act.

Agreement means this Limited Liability Company Agreement, as amended, modified or supplemented from time to time.

Assignee means a Person to whom all or part of a Member's Units have been Conveyed, but who (i) has not fulfilled the conditions necessary to becoming a Substituted Member, or (ii) is otherwise prohibited by the terms of this Agreement from becoming a Substituted Member.

Bankruptcy Law means any law relating to bankruptcy, insolvency, reorganization, liquidation or other relief of debtors, including Title 11 of the United States Code, as amended.

Board of Managers has the meaning specified in Section 2.2.

Capital Account has the meaning specified in Section 4.1.

Capital Contributions has the meaning specified in Section 3.3.

Claim has the meaning specified in Section 2.10.

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

Company has the meaning specified in the preamble.

Company Notice means a notice provided by the Company to exercise its First Refusal Right.

Company Undersubscription Notice means a notice to Electing Members regarding undersubscribed Transfer Units.

Conveyance means the transfer of ownership by sale, exchange, assignment, gift, donation, grant or other conveyance of any kind, whether voluntary or involuntary, including conveyances by operation of law or legal process (and hereby expressly includes with respect to a Member, Assignee or other Person any voluntary or involuntary: (a) appointment of a receiver, trustee, liquidator, custodian or other similar official for such Member, Assignee or other Person

or all or any part of the property of such Member, Assignee or other Person under any Bankruptcy Law, (b) gift, donation, transfer by will or intestacy or other similar type of conveyance or disposition, whether inter vivos or mortis causa, and (c) any transfer or other conveyance or disposition to a spouse or former spouse (including by reason of a separation agreement or divorce, equitable or community or marital property distribution, judicial decree or other court order relating to the division or partition of property between spouses or former spouses or other Persons)).

Designee has the meaning specified in Section 6.7.

Electing Members means Common Members who have elected to exercise their Secondary Refusal Right.

Encumbrance means any lien, mortgage, pledge, collateral assignment, security interest, hypothecation or other encumbrance.

Gross Asset Value. For purposes of determining and maintaining the Members' Capital Accounts, the term "**Gross Asset Value**" means, with respect to any asset, the adjusted basis of the asset for Federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed to the Company by a Member shall be the gross fair market value of such asset, as determined by the Board of Managers and the Member or Members making such contribution.

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective fair market values, as determined in good faith by the Board of Managers in the exercise of its reasonable business judgment on each Adjustment Date (and such adjustment shall be deemed to have occurred immediately before the event giving rise to such Adjustment Date). Upon the distribution by the Company of any assets in-kind to any Member other than in consideration of an Interest, only the Gross Asset Values of the assets actually distributed shall be adjusted.

(iii) If the Gross Asset Value of an asset has been determined or adjusted pursuant to clauses (i) or (ii), such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

Indemnified Person has the meaning specified in Section 2.10.

Interests means the Company's Units and Unit Equivalents.

Majority-in-Interest means the holders of at least a majority of the outstanding voting Units of the Company.

Manager has the meaning specified in Section 2.3.

Member means each Person who is designated as a Member on the Register (as it may be amended from time to time by the Board of Managers), including any Person who is admitted as

a Member by the Board of Managers after the date hereof in accordance with this Agreement. Each Member shall constitute a “**member**” of the Company for purposes of the Act.

Member Notice means a notice provided by a Member to exercise its Secondary Refusal Right.

Member Notice Period means the fifteen (15) days after the Company’s deadline for its delivery of the Secondary Notice.

Net Profits and Net Losses means for each taxable year of the Company (or other period for which Net Profit or Net Loss must be computed) the Company’s taxable income or loss determined in accordance with Section 703(a) of the Code, with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in computing taxable income or loss;

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Net Profit or Net Loss, shall be included in computing taxable income or loss;

(iii) any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Net Profit or Net Loss, shall be subtracted from taxable income or loss;

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Gross Asset Value of the property disposed of as of the date of such disposition, rather than the tax basis of the property, notwithstanding the fact that the Gross Asset Value differs from the adjusted basis of the property for federal income tax purposes;

(v) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed that bears the same relationship to the Gross Asset Value of the asset as the depreciation, amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for the applicable period bears to the adjusted tax basis of such asset at the beginning of each relevant period, or if such asset has a zero adjusted tax basis, depreciation shall be an amount determined under any reasonable method selected by the Board of Managers;

(vi) for the avoidance of doubt, any items which are specially allocated to a Member pursuant to Section 704(c) of the Code and Section 4.5 of this Agreement shall not be taken into account in computing Net Profit or Net Loss; and

(vii) any adjustment to the Gross Asset Values of Company assets on any Adjustment Date shall constitute an item of Net Profit or Net Loss as appropriate and shall be allocated to the Members immediately before the event that gave rise to such Adjustment Date.

Person means any natural person or corporation, limited liability company, partnership, trust or other entity.

Proposed Sale has the meaning specified in Section 6.7.

Proposed Transfer means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like Transfer or encumbering of any Transfer Units (or any interest therein) proposed by a Member, other than a transfer pursuant to Section 6.7.

Register has the meaning specified in Section 3.3.

Regulations means the Treasury Regulations promulgated under the Code, as amended from time to time.

Regulatory Allocations has the meaning specified in Section 4.6.

Related Company or Related Companies means the Company or any Subsidiary of the Company.

Related Party means an immediate family member of any Member.

Related Party Agreement means an agreement or arrangement in which the Company will be a participant and any Related Party has or will have a direct or indirect, material interest.

Remaining Members has the meaning specified in Section 6.7.

Right of First Refusal means the right, but not an obligation, of the Company to purchase some or all of the Transfer Units that a Transferring Member proposes to transfer in a Proposed Transfer by such Transferring Member, on the terms and conditions specified in the Proposed Transfer Notice.

Secondary Notice means written notice from the Company to the Transferring Member and the Non-Transferring Members that the Company does not intend to exercise its Right of First Refusal as to all Transfer Units with respect to any Proposed Transfer by a Transferring Member.

Secondary Refusal Right means the right, but not an obligation, of the Common Members to purchase some or all of the Transfer Units not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

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

Selling Members has the meaning specified in Section 6.7.

Subsidiary and Subsidiaries means any direct or indirect, wholly or partially owned, subsidiary of the Company.

Substituted Member means any Person who becomes or is deemed a Substituted Member pursuant to Section 6.1(b).

Target Amounts has the meaning specified in Section 4.10.

Tax Items means items of income, gain, deduction, loss or credit for Federal income tax purposes.

Tax Rate shall be such rate as the Board of Managers may determine from time to time; provided that the Board of Managers may increase or decrease such rate to take into account any change in Federal, state, local or foreign tax laws and regulations and may apply different or separate rates to different classes of income or gain.

Transfer means: (a) as a noun, any Conveyance or Encumbrance, and (b) as a verb, the act of making any voluntary or involuntary transfer, directly or indirectly, by operation of law or otherwise.

Transfer Notice has the meaning specified in Section 6.7.

Transfer Units mean Units owned by a Member.

Transferring Member has the meaning specified in Section 6.2(b).

Unauthorized Transfer has the meaning specified in Section 6.1(c).

Unit means any equity interest in the Company outstanding from time to time.

Unit Equivalents means any Unit convertible into or exchangeable for Units or any right, warrant or option to acquire Units or such convertible or exchangeable Units.

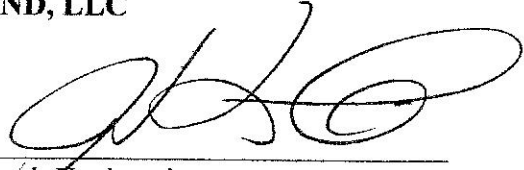
Unreturned Capital Contribution means the aggregate Capital Contribution made by a holder of Units in respect of such holder's Units reduced by all Distributions made or treated as made pursuant to Sections 5.1(b) and/or 5.2 to such holder in respect of its Units.

[Remainder of Page Intentionally Left Blank]

This Agreement has been executed and is effective as of the date first above written.

MEMBERS:

BBWND, LLC

By: 
Joseph Kachuroi
Manager

GACAL LLC

By: 
Patrick Murphy
Manager

Exhibit A

Names and Addresses of Members

BBWND, LLC

19777 North 76th Street
Scottsdale, Arizona 85255

GACAL, LLC

816 70th Street E.
Williston, North Dakota 58801-7374

Exhibit B

Joinder Agreement

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of February 25, 2022 (as the same may hereafter be amended, the "LLC Agreement"), of Cannabis of Worcester LLC, a Massachusetts limited liability company (the "Company"), by and among the Members named therein.

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

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the 25 day of February, 20 .

If Individual:

Joseph Pachuroi

Signature of Member

Print Name:

If joint ownership:

Signature of Member

Print Name:

If Entity:

GACAL LLC

Print Entity Name

By: Patrick K. Murphy

Name: Patrick K. Murphy

Title: Mgr

Cannabis of Worcester LLC

Register of Capital Contributions and Unit Ownership

Member	Capital Contribution	Number of Units	Date of Issuance
BBWND, LLC	\$359,999.64	6,666.66	02/25/2022
GACAL, LLC	\$180,000.36	3,333.34	02/25/2022
Totals:	\$540,000.00	10,000	



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001565653

1. The exact name of the limited liability company is: CANNABIS OF WORCESTER LLC

2a. Location of its principal office:

No. and Street: 201 PARK AVENUE
City or Town: WORCESTER State: MA Zip: 01609 Country: USA

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

No. and Street: 201 PARK AVENUE
City or Town: WORCESTER State: MA Zip: 01609 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 OBTAIN A LICENSE FOR AND SUBSEQUENTLY OWN, OPERATE, AND MANAGE, AN ADULT USE CANNABIS DISPENSARY IN ACCORDANCE WITH MASSACHUSETTS LAW AND WITHOUT LIMITING THE FOREGOING, TO ENGAGE IN ANY LAWFUL ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED UNDER MASSACHUSETTS LAW.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOSEPH KACHUROI
No. and Street: 201 PARK AVENUE
City or Town: WORCESTER State: MA Zip: 01609 Country: USA

I, JOSEPH KACHUROI 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	JOSEPH KACHUROI	201 PARK AVENUE WORCESTER, MA 01609 USA
MANAGER	PATRICK MURPHY	201 PARK AVENUE WORCESTER, MA 01609 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

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	JOSEPH KACHUROI	201 PARK AVENUE WORCESTER, MA 01609 USA
REAL PROPERTY	PATRICK MURPHY	201 PARK AVENUE WORCESTER, MA 01609 USA

9. Additional matters:

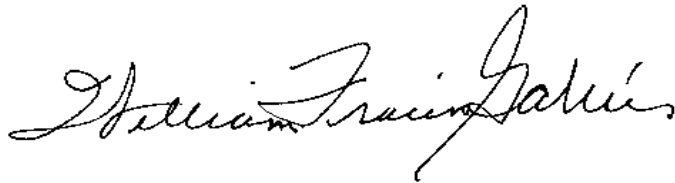
**SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of February, 2022,
JOSEPH KACHUROI**

(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:

February 28, 2022 01:15 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 or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

I, Joseph Kachuroi, a Manager of Cannabis of Worcester LLC, certify that Cannabis of Worcester LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

DocuSigned by:



49DB4AAC30FB42D...

Signature

6/1/2022

Date

Name: Joseph Kachuroi

Title: Manager

Entity: Cannabis of Worcester LLC



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CANNABIS OF WORCESTER LLC
201 PARK AVE BLDG 1
WORCESTER MA 01609-2221



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, CANNABIS OF WORCESTER 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

CANNABIS OF WORCESTER LLC

BUSINESS PLAN

March 2022

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

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

The Company endeavors to positively impact the local community and Areas of Disproportionate Impact while increasing convenient access for consumers.

License Type

Cannabis of Worcester is applying for the following License from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a Marijuana Retailer Establishment at 56 Millbrook Street in the City of Worcester

What Drives Us

Cannabis of Worcester’s goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting the host municipality in offsetting the cost of Cannabis of Worcester’s operations within its community;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees; and
6. Running an environmentally friendly Marijuana Establishment.

TEAM

General

Cannabis of Worcester has put together a team to implement the operations of the Marijuana Establishment and intends to create 15 - 25 full-time staff positions within the first three years of operation. The Company’s owners and managers, Joseph Kachuroi and Pat Murphy are experienced business professionals that have been involved in real estate and cannabis business ventures in Worcester in the past. No Person or Entity Having Direct or Indirect Control over Cannabis of Worcester team is or will be a controlling person with over more than three licenses in a particular class of license.

Founders

The Company’s owners and managers, Joseph Kachuroi and Pat Murphy are experienced business professionals that have been involved in real estate and cannabis business ventures in Worcester in the past, as well as have experience operating medical marijuana facilities in North Dakota.

Executive Management Team

Joseph Kachuroi, Co-Founder and Manager

Joe is an accomplished Commercial Real Estate Broker and Constructional Engineer specializing in real estate development projects for cannabis dispensing and cultivation facilities in various states, including Arizona, Massachusetts and Pennsylvania. He previously served as the National Real Estate Director for Harvest, Health & Recreation, Inc. (“Harvest”), one of the largest cannabis companies in the U.S. Joe is also the current owner and manager of PJJMA Properties LLC, which purchased the Millbrook Street property in 2019 and will serve as the landlord for this retail dispensary.

Pat Murphy, Co-Founder and Manager

Pat is an experienced investor and entrepreneur in a variety of industries across the United States, including commercial real estate, automotive, food and beverage, and cannabis. He is also a current owner and manager of PJJMA Properties LLC, which owns the Millbrook Street property and will serve as the landlord for this retail dispensary. Pat is also a current part-owner of Pure Dakota and Pure Dakota Health, which have been successfully operating licensed medical marijuana facilities in North Dakota for several years, including three medical marijuana dispensaries and one cultivation facility.

COMPANY DESCRIPTION

Structure

Cannabis of Worcester is a Massachusetts limited liability company that is applying for a License from the Commission to operate Marijuana Retailer Establishment in the Commonwealth.

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

Operations

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

Cannabis of Worcester will track all marijuana products using Metrc and in a form and manner approved by the Commission.

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

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

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

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

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

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

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

Cannabis of Worcester and Cannabis of Worcester agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

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

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

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

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

On-site consumption of marijuana by Cannabis of Worcester's employees and visitors will be prohibited.

Benefits to Host Community

Cannabis of Worcester looks forward to working cooperatively with its host community to ensure that the Company operates as a responsible, contributing member of the local community. Cannabis of Worcester has established a mutually beneficial relationship with its host community in exchange for permitting Cannabis of Worcester to site and operate.

The host community stand to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add 15 - 20 of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Community Impact Fee Payments**: A Host Community Agreement with community impact fee payments will offset any potential costs to the host community from the Company's operations.
3. **Access to Quality Product**: Cannabis of Worcester will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control**: In addition to the Commission, the Police Department and other municipal departments will have oversight over Cannabis of Worcester's security systems and processes.
5. **Responsibility**: Cannabis of Worcester is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.

6. Economic Development: Cannabis of Worcester's operations will help to revitalize its host community and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Cannabis of Worcester will only sell marijuana and marijuana products to customers ages 21 years and older that provide valid photo identification. The Company will also coordinate with Marijuana Couriers for home delivery of marijuana products to consumers' residences.

Competitors

Cannabis of Worcester's competitors include other licensed Marijuana Retailers in the City of Worcester and in central Massachusetts.

Competitive Advantage

Cannabis of Worcester's competitive advantages over their competition include an experienced ownership and management team with prior retail dispensary operating experience in North Dakota, as well as an excellent location in the City of Worcester.

Regulations

Cannabis of Worcester will maintain the limited liability company in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Cannabis of Worcester will apply for all state and local permits and approvals required to build out and operate the facility.

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

Products & Services

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

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

Cannabis of Worcester’s pricing structure will vary based on market conditions. Cannabis of Worcester plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Cannabis of Worcester’s plan to grow the company includes:

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

Cannabis of Worcester may seek additional, appropriate locations in the Commonwealth and partner with Marijuana Courier for home delivery to expand business and reach an increased number of customers in the future.

Communication

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

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

Cannabis of Worcester will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Cannabis of Worcester will market its products and services to reach a wide range of qualified consumers.

Cannabis of Worcester will communicate with customers through:

1. A company run website;

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

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

Sales

Cannabis of Worcester will sell its products and services by engaging customers with knowledgeable personnel.

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

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

Logo

Cannabis of Worcester will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

FINAL REMARKS

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

As more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Cannabis of Worcester is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Cannabis of Worcester looks forward to working cooperatively with its host municipality to help spread the benefits that this market will yield.

PLAN FOR OBTAINING LIABILITY INSURANCE

Cannabis of Worcester LLC (“Cannabis of Worcester”) will contract with an insurance provider 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 and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Cannabis of Worcester will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Cannabis of Worcester will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Cannabis of Worcester will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

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

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

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

QUALITY CONTROL AND TESTING

Quality Control

Cannabis of Worcester LLC (“Cannabis of Worcester”) will comply with the following sanitary requirements:

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

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

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

Cannabis of Worcester will ensure that Cannabis of Worcester's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

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

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

Testing

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

Any Independent Testing Laboratory relied upon by Cannabis of Worcester for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

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

Cannabis of Worcester's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Cannabis of Worcester acknowledges and understands that the Commission may require additional testing.

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Cannabis of Worcester's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Cannabis of Worcester for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Quality Control Samples provided to employees may not be consumed on Cannabis of Worcester's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Cannabis of Worcester will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-

sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.”

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Cannabis of Worcester will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

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

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

Agent Personnel Records

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

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

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

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Cannabis of Worcester will undergo a detailed background investigation prior to being granted access to a Cannabis of Worcester facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Cannabis of Worcester pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Cannabis of Worcester will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Cannabis of Worcester will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Cannabis of Worcester will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Cannabis of Worcester or the Commission.

Personnel Policies and Training

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

Cannabis of Worcester will have a policy for the immediate dismissal of any dispensary agent who has:

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

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- Corporate Records

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

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;

- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Cannabis of Worcester.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Cannabis of Worcester and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Cannabis of Worcester will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Cannabis of Worcester will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants;

marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

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

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

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

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

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

- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Cannabis of Worcester operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Cannabis of Worcester, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Cannabis of Worcester's website.
- Policies and procedures for the handling of cash on Cannabis of Worcester premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records

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

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

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

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission’s regulations.
- License Renewal Records
 - Cannabis of Worcester shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

Cannabis of Worcester LLC (“Cannabis of Worcester”) will ensure that all employees hired to work at a Cannabis of Worcester facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Cannabis of Worcester will maintain a list of anticipated positions and their qualifications.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Cannabis of Worcester’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Cannabis of Worcester Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Cannabis of Worcester or by a third-party vendor engaged by the Cannabis of Worcester. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Cannabis of Worcester Agents that are involved in the handling or 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.

Basic Core Curriculum

Cannabis of Worcester Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and

- Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Cannabis of Worcester Agents which shall include:
 - Conduct of Cannabis of Worcester Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Cannabis of Worcester will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Cannabis of Worcester’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.

After successful completion of the Basic Core Curriculum, each Cannabis of Worcester Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Cannabis of Worcester to maintain designation as a Responsible Vendor. Once the Cannabis of Worcester Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

Cannabis of Worcester LLC (“Cannabis of Worcester”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Cannabis of Worcester will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

Cannabis of Worcester is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Cannabis of Worcester will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

Cannabis of Worcester is in the process of considering opportunities for renewable energy generation (including wind and solar options). Cannabis of Worcester’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Cannabis of Worcester may reconsider at a future date. Cannabis of Worcester will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

Cannabis of Worcester is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Cannabis of Worcester will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Cannabis of Worcester also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to

identify other potential energy saving programs and initiatives. Cannabis of Worcester will also coordinate with its utility companies to explore any energy efficiency options available to Cannabis of Worcester.

DIVERSITY PLAN

Statement of Purpose

Cannabis of Worcester LLC (“Cannabis of Worcester” or “the Company”) is committed to creating a diverse and inclusive workplace that provides opportunity and encourages participation in the legal cannabis industry by individuals of all backgrounds and particularly women, minorities, veterans, persons with disabilities, and individuals who identify as LGBTQ+. It is our belief that our company and marijuana establishment should reflect and celebrate the wide diversity of our host community – the City of Worcester – and the Commonwealth of Massachusetts in general.

Goals

In order for Cannabis of Worcester to promote equity for the above-listed groups in its operations and the cannabis industry in Massachusetts, the Company has established the following goals:

1. Hire and retain a diverse and inclusive group of employees, with the following specific staff percentage goals:
 - a. At least 50% women
 - b. At least 30% minorities
 - c. At least 10% veterans
 - d. At least 10% persons with disabilities
 - e. At least 10% individuals who identify as LGBTQ+

2. Contracting with diverse businesses for the purchase of wholesale marijuana product and the provision of other services required for the operation and maintenance of the Company’s marijuana establishment, with the following specific goals:
 - a. At least 10% of all contracts with businesses that are majority-owned or managed by women;
 - b. At least 10% of all contracts with businesses that are majority-owned or managed by minorities;
 - c. At least 5% of all contracts with businesses that are majority-owned or managed by veterans;
 - d. At least 5% of all contracts with businesses that are majority-owned or managed by persons with disabilities
 - e. At least 5% of all contracts with businesses that are majority-owned or managed by individuals who identify as LGBTQ+.

Programs

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

1. Hold a career fair at least once annually in the City of Worcester and encourage individuals with diverse backgrounds to apply for open positions. The career fair will be advertised in the Worcester Telegram & Gazette, on the Company’s website and through the Company’s Instagram social media account.

2. Advertise employment opportunities as they become available on DiversityJobs.com and in the Worcester Telegram & Gazette.

3. Utilize the Massachusetts Supplier Diversity Office and other available resources, including the CCC's public documents, to find and prioritize the engagement of qualified wholesale suppliers, vendors and other contractors that are majority owned and controlled by diverse individuals.

Measurements

The Company's management team will administer this Diversity Plan and will be responsible for developing measurable outcomes to ensure Cannabis of Worcester continues to meet its commitments. Such measurable outcomes, in accordance with Cannabis of Worcester's goals and programs described above, include:

1. Conducting employment composition reviews to determine what percentage of employees identify as being from the above-listed groups, with the goal of having an employment composition of least 50% women, 30% minorities, 10% veterans, 10% disabled individuals and 10% individuals that identify as LGBTQ+.
2. Documenting the number of employment opportunities posted on DiversityJobs.com and in the Worcester Telegram & Gazette, and the number of diverse individuals interviewed and hired as a result of these efforts.
3. Documenting the number of diverse suppliers, vendors and contractors contacted for services or products and the number of diverse companies that are engaged to determine if the percentage goals for contracts with various types of diverse businesses are achieved.

Beginning upon receipt of the first Provisional Marijuana Establishment License, Cannabis of Worcester will utilize the proposed measurements to assess its Diversity Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The management team will review and evaluate Cannabis of Worcester's measurable outcomes no less than annually to ensure that Cannabis of Worcester is meeting its commitments. Cannabis of Worcester is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Cannabis of Worcester 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 Cannabis of Worcester will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.