



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284602
Original Issued Date: 10/18/2022
Issued Date: 10/18/2022
Expiration Date: 10/18/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: High Street Cannabis Group LLC

Phone Number: 617-275-1962 Email Address: karlens.beauge@gmail.com

Business Address 1: 200 High Street

Business Address 2:

Business City: Boston

Business State: MA

Business Zip Code: 02109

Mailing Address 1: 323 Maple Street

Mailing Address 2:

Mailing City: Lynn

Mailing State: MA

Mailing Zip Code: 01904

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 42

Percentage Of Control: 42

Role: Manager

Other Role: Sole member of Reken Holdings LLC

First Name: Karlens **Last Name:** Beauge **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 24.5 **Percentage Of Control:**
24.5
Role: Manager **Other Role:** 50% member of G&P Holdings
LLC
First Name: Gosder **Last Name:** Cherilus **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 24.5 **Percentage Of Control:** 24.5
Role: Manager **Other Role:** 50% member of G&P Holdings LLC
First Name: Paul **Last Name:** Holian **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 49 **Percentage of Ownership:** 49
Entity Legal Name: G&P Holdings LLC **Entity DBA:** **DBA**
City:
Entity Description: Massachusetts Limited Liability Company
Foreign Subsidiary Narrative:
Entity Phone: 617-470-0662 **Entity Email:** **Entity Website:**
pholian@verizon.net
Entity Address 1: 107 Great Plain Ave **Entity Address 2:**
Entity City: Wellesley **Entity State:** MA **Entity Zip Code:** 02482
Entity Mailing Address 1: 107 Great Plain Ave **Entity Mailing Address 2:**
Entity Mailing City: Wellesley **Entity Mailing State:** MA **Entity Mailing Zip Code:**
02482
Relationship Description: G&P Holdings LLC maintains 49 percent of the membership interests of High Street Cannabis Group LLC.

Entity with Direct or Indirect Authority 2

Percentage of Control: 42 **Percentage of Ownership:** 42
Entity Legal Name: Reken Holdings LLC **Entity DBA:** **DBA**
City:
Entity Description: Massachusetts Limited Liability Company

Foreign Subsidiary Narrative:

Entity Phone: 617-275-1962

Entity Email:
karlens.beauge@gmail.com

Entity Website:

Entity Address 1: 71 Commercial St

Entity Address 2: Unit 261

Entity City: Boston

Entity State: MA

Entity Zip Code: 02110

Entity Mailing Address 1: 71 Commercial St

Entity Mailing Address 2: Unit 261

Entity Mailing City: Boston

Entity Mailing State: MA

Entity Mailing Zip Code:
02110

Relationship Description: Reken Holdings LLC holds 42 percent of the membership interests of High Street Cannabis Group LLC.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 200 High Street

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02110

Approximate square footage of the establishment: 9815

How many abutters does this property have?: 545

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	High Street - Community Outreach Form(Executed)(5).pdf	pdf	623204b09ca34b074e7a2ae7	03/16/2022
Plan to Remain Compliant with Local Zoning	High Street - Plan to Remain Compliant.pdf	pdf	623232550d00f5077626f07a	03/16/2022
Certification of Host Community Agreement	High Street Cannabis Group HCA Cert. [2].pdf	pdf	62436c5553957f00086d97df	03/29/2022
Community Outreach Meeting Documentation	Video of Outreach Meeting.pdf	pdf	62438c2353957f00086dbea6	03/29/2022

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

Date generated: 06/05/2023

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	High Street Cannabis Group_Positive Impact Plan (rev. May 2022).pdf	pdf	627450c24d83ec000a434d22	05/05/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	High Street Cannabis Group LLC - Massachusetts COGS (February 2022).pdf	pdf	62296fe57641f907553ead2c	03/09/2022
Articles of Organization	High Street Cannabis Group - Filed - MA Certificate of Organization (06.02.21).pdf	pdf	62297031e938dd07a5f51e26	03/09/2022
Bylaws	High Street Cannabis Group LLC - Operating Agreement - Execution Version.pdf	pdf	622f8cafe938dd07a5f531fc	03/14/2022
Department of Revenue - Certificate of Good standing	High Street - DUA Attestation SIGNED.pdf	pdf	62323282e938dd07a5f542ee	03/16/2022
Department of Revenue - Certificate of Good standing	High Street - DOR COGS Response.pdf	pdf	623232849ca34b074e7a2d36	03/16/2022

No documents uploaded

Massachusetts Business Identification Number: 001511546

Doing-Business-As Name: Primitiv Group

DBA Registration City: Boston

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	High Street Cannabis Group LLC - Plan for Obtaining Liability Insurance.pdf	pdf	622f9d3511f5a30789d9adef	03/14/2022
Business Plan	High Street Cannabis Group LLC - Business Plan.pdf	pdf	622feb4109efaa0768b92402	03/14/2022
Proposed Timeline	High Street Cannabis Group LLC - Timeline.pdf	pdf	622feb410d00f5077626e2a2	03/14/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including background checks	High Street Cannabis Group LLC - Personnel Policies.pdf	pdf	622f9d992882b60773c1f4c6	03/14/2022
Maintaining of financial records	High Street Cannabis Group LLC - Financial Records.pdf	pdf	622f9d9be938dd07a5f53332	03/14/2022
Inventory procedures	High Street Cannabis Group LLC - Inventory.pdf	pdf	622f9d9c7641f907553ec31c	03/14/2022
Dispensing procedures	High Street Cannabis Group LLC - Dispensing Procedures.pdf	pdf	622f9d9c9ca34b074e7a1e03	03/14/2022
Energy Compliance Plan	High Street Cannabis Group LLC - Energy Compliance.pdf	pdf	622f9d9e17ef97077a76a2f7	03/14/2022
Qualifications and training	High Street Cannabis Group LLC - Qualifications and Training.pdf	pdf	622f9e1a9ca34b074e7a1e0f	03/14/2022
Prevention of diversion	High Street Cannabis Group LLC - Prevention of Diversion.pdf	pdf	622f9e1b440815076f417ada	03/14/2022
Plan for obtaining marijuana or marijuana products	High Street Cannabis Group LLC - Plan for Obtaining Marijuana.pdf	pdf	622f9e1b17ef97077a76a303	03/14/2022
Restricting Access to age 21 and older	High Street Cannabis Group LLC - Plan for Restricting Access.pdf	pdf	622f9e1c4dd71307b79d00ff	03/14/2022
Storage of marijuana	High Street Cannabis Group LLC - Storage Plan.pdf	pdf	622f9e31e449f407967dd920	03/14/2022
Transportation of marijuana	High Street Cannabis Group LLC - Transportation.pdf	pdf	622f9e3209efaa0768b92251	03/14/2022
Security plan	High Street Cannabis Group LLC - Security Plan.pdf	pdf	622f9e33e938dd07a5f53338	03/14/2022
Record Keeping procedures	High Street Cannabis Group LLC - Recordkeeping.pdf	pdf	622f9e34177b01078937fbd6	03/14/2022
Quality control and testing	High Street Cannabis Group LLC - Quality	pdf	622f9e356670b20768e7f5b0	03/14/2022

Diversity plan	High Street Cannabis Group_Diversity Plan (rev. May 2022).pdf	pdf	627450aa560e3c00088d2a93	05/05/2022
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MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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



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).

There were 50 attendees.



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

- a. Date of publication:
- b. Name of publication:

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

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



Name of applicant:

High Street Cannabis Group LLC

Name of applicant's authorized representative:

Karlens Beauge

Signature of applicant's authorized representative:

DocuSigned by:
Karlens Beauge
60C53F4A510A4DD...



NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: High Street Cannabis Group
Application Address: 200 High Street, Boston MA 02110
License Type: Retail Recreational Cannabis Dispensary License



Join virtually at the WebEx Event link below - this is NOT an in person meeting:

Proposal: this is an application by High Street Cannabis Group for a Recreational Cannabis Establishment to be operated at the address of 200 High Street - the scheduled date for the meeting will be on November 10th, 2021 at 6:00 PM via the Webex Meeting Forum.

Date: Wednesday, November 10th, 2021

Time: 6:00PM

Event Link: <https://bit.ly/3jk2EQI>

Event password: High

Dial-in Number: +1-408-418-9388

Access Code: 2338 043 4844

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

John Romano

North End, Waterfront, West End Liaison

Mayor's Office of Neighborhood Services

(617) 635-4987 | john.romano@boston.gov

Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify area abutters to this project proposal. This flyer has been dropped off by the proponents per the city's request.

Attachment B

From: Kellie Donovan <kellie.donovan@boston.gov>
Sent: Wednesday, October 20, 2021 11:48 AM
To: John Romano <john.romano@boston.gov>
Cc: Public Notice <publicnotice@boston.gov>; Aisha Miller <aisha.miller@boston.gov>; Edward McGuire <edward.mcguire@boston.gov>; Kimberly Crucoli <kimberly.crucoli@boston.gov>; Jack Duggan <jack.duggan@boston.gov>; Shanique Joseph <shanique.joseph@boston.gov>; Rebecca Rutenberg <rebecca@vicentesederberg.com>; Tan, Ashley <atan@princelobel.com>; Mike Ross <mross@princelobel.com>; Jasmin Winn <jasmin.winn@boston.gov>; Cannabis Board <CANNABISBOARD@boston.gov>
Subject: Re: Community Meeting - High Street Cannabis Group

Hi John,

The following notice is posted:

<https://www.boston.gov/public-notices/15770771>

Thank you

Kellie

On Wed, Oct 20, 2021 at 11:14 AM John Romano <john.romano@boston.gov> wrote:

Hello All,

The following application has been confirmed for a Community Outreach Meeting for a proposed Cannabis Establishment:

This is an application by <**High Street Cannabis Group**> for a < **RETAIL CANNABIS DISPENSARY**> to be operated at the address of <**200 High Street, Wharf District Neighborhood**> - the scheduled date for the meeting will be on <**November 10th at 6p.m.**> via Webex Meeting Forum.

Interested parties can join virtually at the WebEx Event link below - this is NOT an in person meeting:

Date: November 10th

Time: 6p.m.

Event Link: <https://bit.ly/3jk2EQI>

Attachment B

Event number: 1-408-418-9388
Event Call In Code: 2338 043 4844
Event password: High

The applicant, ccd here, has been given the appropriate documents for notification, please see below.

Please let me know if you have any questions or concerns.

Best,



John Romano

North End, Waterfront, West End Liaison
Office of Neighborhood Services
617-635-4987

Sign up for neighborhood news [here](#)

Notice: This email is subject to the [MGL: Chpt.66, Sec.10 Public Records Law](#).

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Kellie Donovan
Administrative Assistant
City Clerks Department
617-635-2691
kellie.donovan@boston.gov

CAUTION: This email is from an EXTERNAL contact. Please do not open attachments, or click on links from unknown or suspicious senders.

NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Meeting for a Proposed Cannabis Establishment is scheduled for:

Application Name: High Street Cannabis Group
Application Address: 200 High Street, Boston MA 02110
License Type: Retail Recreational Cannabis Dispensary License



Join virtually at the WebEx Event link below - this is NOT an in person meeting:

Proposal: this is an application by High Street Cannabis Group for a Recreational Cannabis Establishment to be operated at the address of 200 High Street - the scheduled date for the meeting will be on November 10th, 2021 at 6:00 PM via the Webex Meeting Forum.

Date: Wednesday, November 10th, 2021

Time: 6:00PM

Event Link: <https://bit.ly/3jk2EQI>

Event password: High

Dial-in Number: +1-408-418-9388

Access Code: 2338 043 4844

There will be an opportunity for the public to raise comments, questions, and concerns.

If you any questions or comments about this proposal, please contact:

John Romano

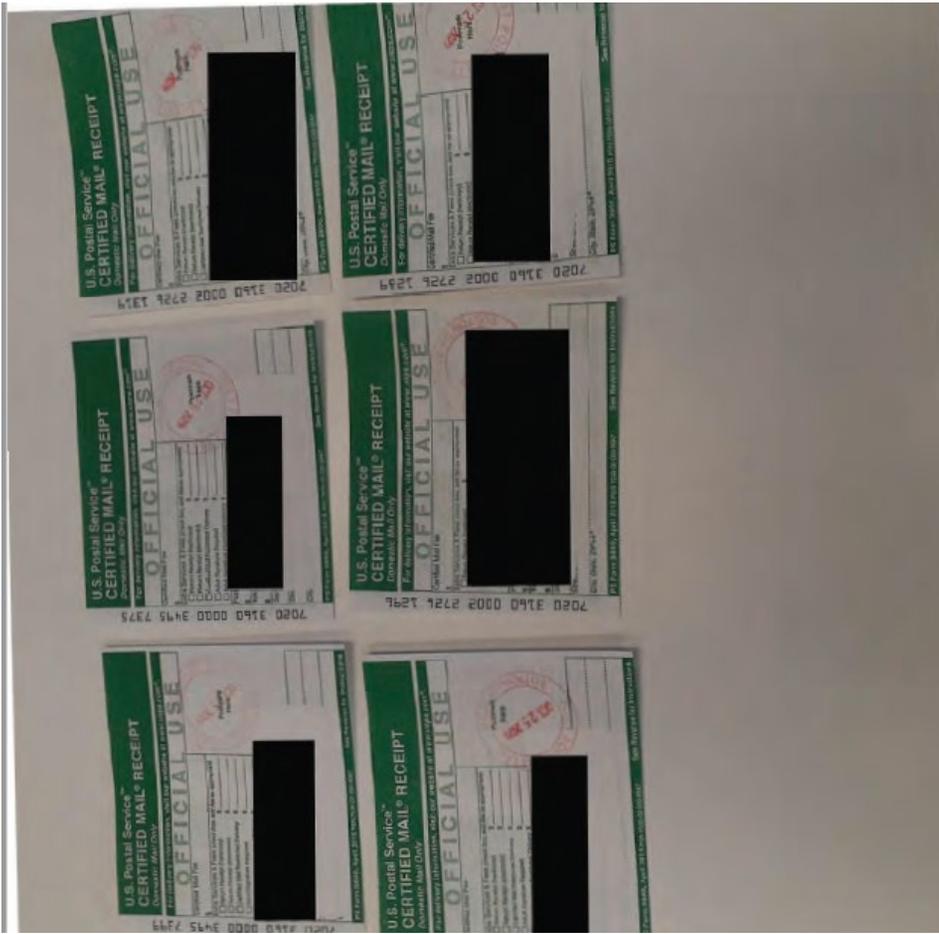
North End, Waterfront, West End Liaison

Mayor's Office of Neighborhood Services

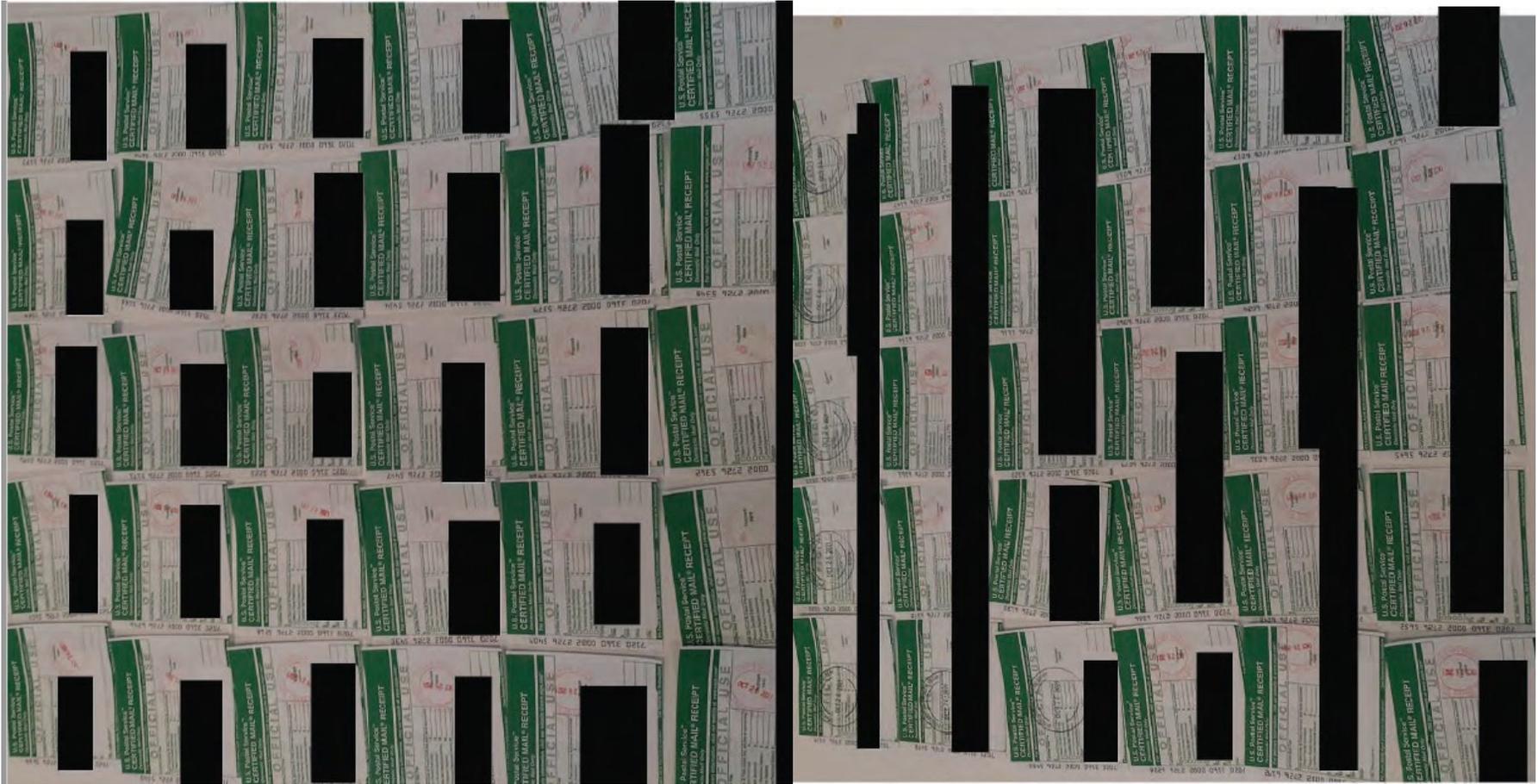
(617) 635-4987 | john.romano@boston.gov

Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this notice is to notify area abutters to this project proposal. This flyer has been dropped off by the proponents per the city's request.

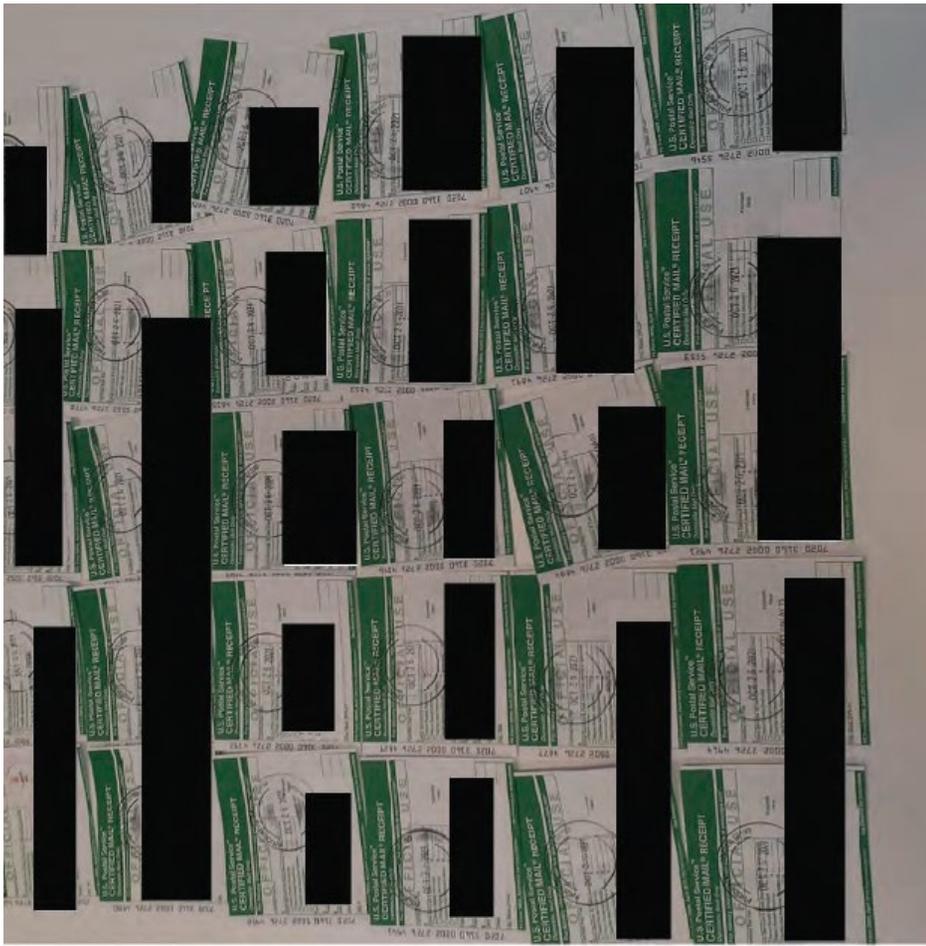
Attachment C



Attachment C



Attachment C



Attachment C



Attachment C





Attachment C



Attachment C



NOTICE OF PUBLIC MEETING

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Application Name: High Street Cannabis Group
Application Address: 200 High Street, Boston MA 02110
License Type: Retail Recreational Cannabis Dispensary License



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Mayor's Office of Neighborhood Services

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PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

High Street Cannabis Group LLC (“High Street”) will remain compliant at all times with the local zoning requirements set forth in the City of Boston’s Zoning Code. High Street's site is located within a zone that allows Cannabis Establishments subject to the issuance of a Conditional Use Permit from the Boston Zoning Board of Appeals. High Street has already submitted an application for such a permit, which must be acted upon within two years of receipt. High Street will obtain a Building Permit and a Certificate of Occupancy.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Pursuant to Text Amendment 432 of Boston Zoning Code, the property is not located within ½ mile of another Cannabis Establishment.

At the time of this filing, High Street has obtained a license from the City of Boston Cannabis Board and will renew such license annually. High Street will apply for any other local permits required to operate at the proposed location and will comply with all conditions and standards set forth in any local permit required to operate a cultivation and product manufacturing at High Street's proposed location.

High Street will continue to work cooperatively with various municipal departments, boards, and officials to ensure that its facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, 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:

High Street Cannabis Group LLC

2. Name of applicant’s authorized representative:

Karlens Beauge

3. Signature of applicant’s authorized representative:



4. Name of municipality:

City of Boston

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

Jasmin Winn



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

Jasmin Winn

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).*):

jasmin.winn@boston.gov

8. Host community agreement execution date:

March 225, 2022



<https://www.youtube.com/watch?v=Fd2ETWrrUpQ>

There were approximately 50 attendees.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Goals

In order for High Street to positively impact Boston residents and Massachusetts residents who have had past drug convictions High Street has established the following goals:

- Provide career development services to at least eight (8) participants annually who have been disproportionately impacted by the war on drugs and who have previously faced additional hurdles from entering the cannabis industry.
- Reducing barriers to entry in the adult-use cannabis industry through hiring initiatives, including a goal that 50% of High Street employees are residents of designated areas of disproportionate impact, including the following Boston Census Tracts: 8.03, 101.03, 101.04, 103, 104.04, 104.05, 607, 610 611.01, 702, 702.01, 803, 611.01, 804.01, 805, 806.01, 808.01, 815, 817, 818, 819, 820, 821, 901, 902, 903, 904, 906, 912, 914, 917, 918, 919, 920, 923, 924, 1001, 1002, 1006.01, 1010.01, 1011.01, 1011.02, 1205, 9801.01, 9803, 9811, 9817, and 9818.

Programs

High Street has developed specific programs to effectuate its stated goals to positively impact Boston residents and Massachusetts residents who have had past drug convictions. Such programs will include the following:

- High Street will provide mentorship programs to Boston residents that are interested in entering the cannabis industry at any level, including entry level employment, managerial staff, owning their own business, or providing ancillary services to a cannabis company. Each mentee will receive three days of onsite training on the topics of their choice, which may include regulatory compliance, inventory management, SOP development, retail sales, business plan development, customer service, or soft skills such as interviewing or resume writing. Mentees will be allowed to participate in all on-site workforce development opportunities made available to establishment staff and will be paired with a senior employee, based on a needs assessment survey, who will serve as a mentor for professional growth, networking opportunities, and business development guidance.
- High Street's job postings will emphasize that cannabis experience will occur on site and is not a prerequisite to be hired. Job postings may list ancillary industries with skills that are transferrable to the listed career.
- Career fairs will be hosted no less than annually. They will be held during both daytime and evening hours to accommodate individuals with nontraditional schedules. High Street will advertise such events in diverse publications, networking groups, etc.

Measurements

The General Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure High Street continues to meet its commitments. Such measurable outcomes, in accordance with High Street's goals and programs described above, include:

- High Street employees will log the support they provided to the mentor, the number of hours spent supporting the student, and other information as pertinent including keep a record of outreach for the mentorship program (quantitative data source: hourly tracker; qualitative data source: employee logs) which will be reviewed annually by High

Street's general manager.

- Annually upon renewal, High Street will provide an anonymized spreadsheet indicating that 50% of employees are Boston residents of Commission-designated areas of disproportionate impact (Quantitative data source: employee responses).

Beginning upon receipt of High Street's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, High Street will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The co-founders will review and evaluate High Street's measurable outcomes no less than twice annually to ensure that High Street is meeting its commitments. High Street is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- High Street 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 High Street 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

February 16, 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

HIGH STREET CANNABIS GROUP LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 2, 2021**.

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: **GOSDER CHERILUS, PAUL G HOLIAN, KARLENS BEAUGE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **GOSDER CHERILUS, PAUL G HOLIAN, KARLENS BEAUGE**

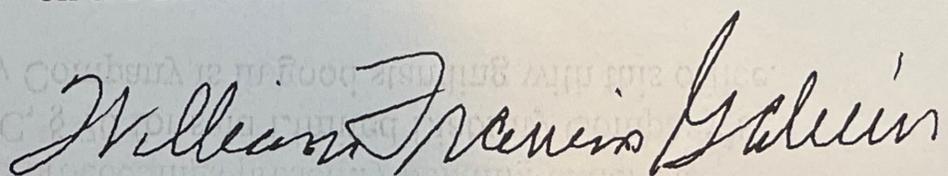
The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



Secretary of the Commonwealth



Processed By:NGM



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: 001511546

1. The exact name of the limited liability company is: HIGH STREET CANNABIS GROUP LLC

2a. Location of its principal office:

No. and Street: 200 HIGH STREET
 City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

No. and Street: 200 HIGH STREET
 City or Town: BOSTON State: MA Zip: 02110 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 APPLY FOR MARIJUANA ESTABLISHMENT LICENSES WITH THE MASSACHUSETTS CANNABIS CONTROL COMMISSION, AND ANY OTHER PURPOSE FOR WHICH A LIMITED LIABILITY COMPANY MAY BE FORMED IN THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CORPORATION SERVICE COMPANY
 No. and Street: 84 STATE STREET
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

I, CORPORATION SERVICE COMPANY 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	GOSDER CHERILUS	9 VELMA RD WAKEFIELD, MA 01880 USA
MANAGER	PAUL G HOLIAN	107 GREAT PLAIN AVE WELLESLEY, MA 02482 USA
MANAGER	KARLENS BEAUGE	323 MAPLE ST LYNN, MA 01904 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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of June, 2021,
PAUL HOLIAN
(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:

June 02, 2021 09:56 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY AGREEMENT

of

High Street Cannabis Group LLC

Dated as of:

December 20, 2021

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LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (this “Agreement”) of High Street Cannabis Group LLC, a Massachusetts limited liability company (the “Company”), effective as of the 20th day of December, 2021 is entered into by and among the Company, those persons or entities who are from time to time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (individually, “Member” and collectively, the “Members”), and those persons or entities who are from time to time elected or appointed as Managers of the Company (as defined herein) pursuant to the terms of this Agreement.

RECITALS

WHEREAS, the Company was formed as a Massachusetts limited liability company on the June 2, 2021, under the laws of The Commonwealth of Massachusetts by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C.

WHEREAS, the Company and its Members desire to enter into this Agreement, which the Company and its Members intend to supersede and replace in the entirety such Bylaws;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

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

“Additional Capital” has the meaning set forth in Section 5.02(c).

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

“Adjusted Taxable Income” of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable

income shall be computed (a) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (b) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

“Affected Person” means any Member, or any elected or appointed or current Manager or officer of the Company, who either (i) in the good faith determination of the Disinterested Board, or (ii) by a determination (whether or not such determination is final, binding or non-appealable) by any Regulatory Authority:

(a) has breached any Regulatory Laws, the condition of any Regulatory Authority, or the conditions of any Regulatory Licenses;

(b) is not suitable, eligible or otherwise qualified with respect to (1) any Regulated Activities, (2) any Regulatory Licenses or (3) owning or controlling any Units or its position as a manager of officer of the Company, as applicable;

(c) fails to be found suitable, eligible or otherwise qualified with respect to (1) any Regulated Activities, (2) any Regulatory Licenses or (3) owning or controlling any Units or its position as a manager of officer of the Company, as applicable pursuant to any Regulatory Laws (including by the applicable Regulatory Authority); provided, however, such failure, in the good faith determination of the Disinterested Board, precludes or materially delays, jeopardizes, impedes or impairs, or imposes materially burdensome terms and condition on, the ability of the Company or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License;

(d) causes, or would reasonably likely to cause, any Regulatory License to be lost, rejected, rescinded, suspended, revoked, not renewed or not reinstated by any Regulatory Authority; or

(e) is otherwise reasonably likely to preclude or materially delay, jeopardize, impede or impair, or impose materially burdensome terms and conditions on, the ability of the Company or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License.

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

partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings.

“Agreement” means this Limited Liability Company Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

“Applicable Law” means all Regulatory Laws and applicable provisions of: (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority; provided, however, that Applicable Law shall exclude U.S. Federal Cannabis Law to the extent that they prohibit or otherwise penalize conduct permitted under Regulatory Laws.

“Bankruptcy” means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member’s assets; (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member’s inability to pay its debts as they come due; (c) the making by such Member of a general assignment for the benefit of such Member’s creditors; (d) the filing by such Member of an answer admitting the material allegations of, or such Member’s consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding; or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member’s assets.

“Board” has the meaning set forth in Section 8.01.

“Book Depreciation” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Board in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g)(3).

“Book Value” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

- (a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of each such Company asset as of the date of such contribution;

(b) immediately prior to the Distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a de minimis amount;

(ii) the Distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company;

(iii) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g);

provided, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Board reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member. Furthermore, the Book Values of the Company's assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board, as of the following times: (x) in connection with the issuance by the Company of a "noncompensatory option" within the meaning of Regulations Sections 1.721-2(f) and 1.761-3(a) other than for a de minimis Membership Interest, and (y) immediately after the exercise of any noncompensatory option in accordance with Regulations Section 1.704-1(b)(2)(iv)(s); provided that the adjustment resulting from the event described in clause (x) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company. If any noncompensatory options are outstanding upon an adjustment to the capital accounts pursuant to this paragraph, the Company shall adjust the Book Values of the Company's assets as determined for purposes of maintaining the Capital Accounts in accordance with Regulations Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2).

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Boston are authorized or required to close.

“Bylaws” has the meaning set forth in the Recitals.

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

“Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the initial Book Value of any property (net of liabilities assumed by the Company resulting from such contribution and liabilities to which the property is subject) contributed to the capital of the Company by such Member (excluding any advances or loans of Members), each as determined and updated from time to time by a the Board.

“Certificate of Organization” has the meaning set forth in the Recitals.

“Change of Control” means: (a) the sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the Managers (or the board of directors (or its equivalent) of the resulting entity or its parent company).

“Common Units” means the Units authorized by Section 3.02 having the rights and privileges as provided for in this Agreement.

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

“Company” has the meaning set forth in the Preamble.

“Company ROFR Election” has the meaning set forth in Section 9.03.

“Company Interest Rate” means a rate equal to ten percent (10%) or less per annum.

“Company Level Tax” has the meaning set forth in Section 11.01(g).

“Company Minimum Gain” means “partnership minimum gain” as defined in Section 1.704-2(b)(2) of the Treasury Regulations, substituting the term “Company” for the term “partnership” as the context requires.

“Company Opportunity” has the meaning provided in Section 4.12.

“Company Subsidiary” means a Subsidiary of the Company.

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

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

“Deemed Liquidation Event” means each of the following events:

- (a) a merger or consolidation in which
 - (i) the Company is a constituent party or
 - (ii) a Material Subsidiary of the Company is a constituent party and the Company issues Units pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a Material Subsidiary in which the Units of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for Units or other securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity of (1) the surviving or resulting entity; or (2) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity;
- (b) (1) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any Subsidiary of the Company of all or substantially all the assets of the Company and its Subsidiaries taken as a whole (including, without limitation, the cannabis business licenses of the Company and its Subsidiaries), or (2) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more Subsidiaries of the Company if substantially all of the assets or business of the Company and its subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned Subsidiary of the Company; or
- (c) A transaction or series of transactions that otherwise results in a Change of Control.

“Deemed Liquidation Event Proceeds” means the proceeds of the Company from a Deemed Liquidation Event, reduced by (a) all expenses associated with such transaction (including investment banking fees, attorneys fees and other professional advisor fees); (b) all payments of principal, interest and other charges in respect of any indebtedness refinanced and any other indebtedness discharged with such proceeds (including with respect to any Members loans); and

(c) all reasonable reserves required by the Company as reasonably determined by the Board with respect to such Deemed Liquidation Event or to wind-up the Company.

“Designated Individual” has the meaning set forth in Section 11.01.

“Disinterested Board” means, in relation to any Affected Person, those Managers of the Company that have no material direct or indirect financial interest in or with respect to such Affected Person. For the avoidance of doubt, any Manager of the Company that is designated to such position by such Affected Person, or is an officer, director, employee or is otherwise engaged by such Affected Person, shall not be deemed a member of the Disinterested Board with respect to such Affected Person.

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

“Drag-along Member” has the meaning set forth in Section 9.06(a).

“Drag-along Notice” has the meaning set forth in Section 9.06(c).

“Drag-along Sale” has the meaning set forth in Section 9.06(a).

“Dragging Member” has the meaning set forth in Section 9.06(a).

“Economic Empowerment Priority Applicant” has the meaning provided in the Regulatory Laws.

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

“Estimated Tax Amount” of a Member for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Board. In making such estimate, the Board shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as in the reasonable business judgment of the Board are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

“Excess Amount” has the meaning set forth in Section 7.03(b).

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

“Financing Document” means any credit agreement, guarantee, financing or security agreement or other agreements or instruments governing indebtedness of the Company or any of the Company Subsidiaries.

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

“Founder(s)” means G&P, Karlens, and Marie.

“Forfeiture Allocations” has the meaning set forth in Section 6.02(e).

“Fully Diluted Basis” means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company and all Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series and all such designated Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable.

“Fully Participating Tag-along Member” has the meaning set forth in Section 9.04(e)(i).

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“G&P” means G&P Holdings LLC, a Massachusetts limited liability company but shall not include the successors in interest of the foregoing, other then successors who have received the entire interest of their predecessor pursuant to a Permitted Transfer under Section 9.02.

“G&P Manager” has the meaning set forth in Section 11.01(g).

“Indemnifying Member” has the meaning set forth in Section 11.01(g).

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

“Karlens” means Reken Holdings LLC, a Massachusetts limited liability company, but shall not include the successors in interest of the foregoing, other than successors who have received the entire interest of their predecessor pursuant to a Permitted Transfer under Section 9.02.

“Karlens Manager” has the meaning set forth in Section 11.01(g).

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

“Losses” has the meaning set forth in Section 13.03(a).

“Manager” has the meaning set forth in Section 8.01.

“Marie” means Marie St. Fleur but shall not include the successors in interest of the foregoing, other than successors who have received the entire interest of their predecessor pursuant to a Permitted Transfer under Section 9.02.

“Marie Manager” has the meaning set forth in Section 11.01(g).

“Marijuana Establishment” has the meaning provided in the Regulatory Laws.

“Material Subsidiary” means any subsidiary or combination of subsidiaries making up materially all of the business of the Company.

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

“Member Nonrecourse Debt” means “partner nonrecourse debt” as defined in Treasury Regulation Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

“Member Nonrecourse Deduction” means “partner nonrecourse deduction” as defined in Treasury Regulation Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“Members Schedule” has the meaning set forth in Section 3.01.

“Membership Interest” means an interest in the Company owned by a Member, including such Member’s right (based on the type and class of Unit or Units held by such Member), as

applicable, (a) to a distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company in accordance with this Agreement; (b) to a Distribution in accordance with this Agreement; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement.

“Misallocated Item” has the meaning set forth in Section 6.05.

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

- (a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;
- (b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulation Section 1.704-1(b)(2)(iv)(i) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
- (c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;
- (d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property’s Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g);
- (e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and
- (f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“Officers” has the meaning set forth in Section 8.08.

“Other Business” has the meaning provided in Section 4.12.

“Partnership Tax Audit Rules” means Code §§6221 through 6241, as amended by the Bipartisan Budget Act of 2015, together with any guidance issued thereunder (including Treasury Regulations promulgated thereunder) or successor provisions and any similar provision of state or local tax laws.

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

“Preferred Return” shall mean the amount of Distributions necessary to provide a return of ten percent (10%) per annum on the Unreturned Additional Capital of a Member. The Preferred Return shall be a cumulative, non-compounding, annually-calculated return.

“Prime Rate” means for any day a per annum rate of interest equal to the “prime rate,” as published in the “Money Rates” column of *The Wall Street Journal*, from time to time, or if for any reason such rate is no longer available, such rate as published by a similar financial publication from time to time. The Prime Rate shall change effective as of the date of any change as published in *The Wall Street Journal*, or such other publication, as appropriate.

“Proposed Transferee” has the meaning set forth in Section 9.04(a).

“Regulated Activities” means any activities or intended activities of the Company and its subsidiaries’ businesses that pursuant to applicable state and local laws requires a license or franchise (including, without limitation, permit, approval, order, authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualification) from a state or local governmental agency to conduct such activities, including without limitation the cultivation, harvesting, manufacturing, production, marketing, commercialization, distribution, transfer, sale and/or possession of cannabis or related substances, or products, activities or services containing or relating to the same.

“Regulatory Allocations” has the meaning set forth in Section 6.02(d).

“Regulatory Authorities” means any state or local regulatory or licensing bodies, instrumentalities, departments, commissions, authorities, boards, officials, tribunals and agencies with authority over or responsibility for the regulation or licensing of Regulated Activities within any applicable state, local or tribal jurisdiction for Regulated Activities, including without limitation the Massachusetts Cannabis Control Commission.

“Regulatory Laws” means any applicable state and local laws, statutes and ordinances requiring a license or franchise (including, without limitation, permit, approval, order,

authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualifications) for Regulated Activities and all orders, decrees, rules and regulations promulgated thereunder, and all policies and interpretations of the applicable Regulatory Authorities of such laws, statutes, ordinances, orders, decrees, rules, and regulations.

“Regulatory License” any licenses or franchises (including, without limitation, permits, approvals, orders, authorizations, registrations, findings of suitability, exemptions, certifications, clearances, waivers and similar qualifications) from Regulatory Authorities or pursuant to Regulatory Laws.

“Regulatory Redemption Date” means the date directed by a Regulatory Authority and, if not so directed, fixed by the Disinterested Board for the redemption of Units and Unit Equivalents pursuant to Section 9.04.

“Regulatory Redemption Notice” means that notice of redemption delivered by the Company pursuant to Section 9.04 to an Affected Person if the applicable Regulatory Authority so requires the Company, or if the Disinterested Board deems it necessary or advisable, to redeem such Affected Person’s Units and Unit Equivalents. Each Regulatory Redemption Notice shall set forth (i) the Regulatory Redemption Date, (ii) the number and type of Units to be redeemed, (iii) the Regulatory Redemption Price and the manner of payment therefor, and (iv) if applicable, the manner and place where any certificates for such Units (if any) shall be surrendered for payment, and (v) any other terms and conditions imposed by the applicable Regulatory Authority or the Disinterested Board.

“Regulatory Redemption Price” shall mean the per Unit or Unit Equivalent price for the redemption of any Units and Unit Equivalents to be redeemed pursuant to Section 9.04, which shall be (i) the price (if any) required to be paid by the applicable Regulatory Authority, or if no such price is required, or (ii) the amount arrived at pursuant to the following procedures:

- (a) the Company and the Affected Person shall determine the fair market value of the Affected Person’s Units by a mutually-agreed upon third party appraisal, provided, however, that if the Affected Person and the Company cannot agree on a third party appraiser, they shall both individually choose and pay for their own appraisals, and if each such appraisal is within ten percent (10%) of the other, then the value of the Affected Person’s Units shall be the average of such two (2) appraisals, however in the event that such two (2) appraisals diverge by greater than ten percent (10%), then the two (2) appraisers respectively chosen by the Affected Person and the Company shall identify a third appraiser to perform an appraisal of the Affected Person’s Units, and the value of the Affected Person’s Units shall be the average of the closest two (2) of the three (3) appraisals.

“Remaining Portion Notice” has the meaning set forth in Section 9.04(e)(i).

“Remaining Tag-along Notice” has the meaning set forth in Section 9.04(e)(ii).

“Remaining Tag-along Portion” has the meaning set forth in Section 9.04(e)(i).

“Remaining ROFR Units” has the meaning set forth in Section 9.03.

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

“ROFR Election” has the meaning set forth in Section 9.03.

“ROFR Notice” has the meaning set forth in Section 9.03.

“ROFR Period” has the meaning set forth in Section 9.03.

“ROFR Price” has the meaning set forth in Section 9.03.

“ROFR Units” has the meaning set forth in Section 9.03.

“Sale Notice” has the meaning set forth in Section 9.04(c).

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

“Selling Member” has the meaning set forth in Section 9.04(a).

“Shortfall Amount” has the meaning set forth in Section 7.03(b).

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

“Super Majority Vote of the Board” means a majority of the Board, provided that such majority shall include at least one G&P Manager, for so long as G&P is entitled to appoint two managers, and at least one Karlens Manager, for so long as Karlens is entitled to appoint two managers.

“Tag-along Member” has the meaning set forth in Section 9.04(a).

“Tag-along Notice” has the meaning set forth in Section 9.04(d)(ii).

“Tag-along Period” has the meaning set forth in Section 9.04(d)(ii).

“Tag-along Portion” has the meaning set forth in Section 9.04(d)(i).

“Tag-along Sale” has the meaning set forth in Section 9.04(a).

“Tax Advance” has the meaning set forth in Section 7.03(a).

“Tax Amount” means, with respect to a Unit for a fiscal year, the federal and state income and Medicare tax liability with respect to the taxable income related to Profit allocated with respect to such Unit for such fiscal year as reported to each Member on Schedule K-1. The calculation of such federal and state income and Medicare tax liability shall (i) assume that the holder of such Unit is taxable as an individual for federal and state income and Medicare tax purposes, (ii) assume that the holder of such Unit is in the highest marginal federal and state income tax bracket applicable to individuals resident in the state of such Member’s residence (including the effect of any surtax) and (iii) take into account the deductibility of state and local income taxes for federal income tax purposes as well as differences in tax rates applicable to capital gains and qualified dividends. In determining the amount of federal and state income and Medicare tax liability for any fiscal year, if a Person is allocated a taxable loss for any fiscal year, the amount of such loss shall be carried forward and applied to offset any taxable income allocated to such Person for each succeeding fiscal year or years in which such Person is allocated taxable income until such loss is fully absorbed by taxable income allocated to such Person consistent with applicable rules relating to loss carryforwards under the Code.

“Tax Representative” has the meaning set forth in Section 11.01.

“Taxing Authority” has the meaning set forth in Section 7.04(b).

“Third Party Purchaser” means any Person who, immediately prior to the contemplated transaction, does not directly or indirectly own or have the right to acquire any outstanding Units.

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

“Transferring Common Member” has the meaning set forth in Section 9.03.

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

“Unallocated Item” has the meaning set forth in Section 6.05.

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

“Unit Equivalents” means any security or obligation that is by its terms, directly or indirectly, convertible into, exchangeable or exercisable for Units, and any option, warrant or other right to subscribe for, purchase or acquire Units.

“Unpaid Preferred Return” means, with respect to any Member, on any date, an amount equal to the excess, if any, of (a) the Preferred Return allocated to a Member with respect to its Additional Capital pursuant to this Agreement, minus (b) the aggregate amount of all Distributions made (or deemed made) to such Member in payment of such Preferred Return pursuant to this Agreement, regardless of the source, kind or character.

“Unreturned Additional Capital” means, with respect to any Member, on any date, an amount equal to the excess, if any, of: (a) the aggregate Additional Capital contributed by a Member to the Company, minus (b) the aggregate amount of all Distributions made (or deemed made) to such Member in return of such Additional Capital pursuant to this Agreement, regardless of the source, kind or character.

“Unreturned Capital” means, with respect to any Member, on any date, an amount equal to the excess, if any, of: (a) the aggregate initial and, except as set forth in Section 5.02(c) below with respect to Additional Capital, any other additional Capital Contributions made by such Member to the Company, over (b) the aggregate amount of all Distributions made (or deemed made) to such Member in return of such Capital Contributions pursuant to this Agreement, regardless of the source, kind or character.

“U.S. Federal Cannabis Laws” means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, manufacturing, production, marketing, commercialization, distribution, transfer sale and/or possession of cannabis or related substances, or products, activities or services containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. Ch. 13, et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another’s felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960, and any other U.S. federal law the violation of which is predicated on the violation of any of the foregoing as it applies to Regulated Activities and all orders, decrees, rules and regulations promulgated under any of the foregoing

“Withholding Advances” has the meaning set forth in Section 7.04(b).

Section 1.02 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement;

(ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on June 2, 2021 upon the filing of the Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts.

(b) This Agreement shall constitute the “Operating Agreement” of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to this Agreement. This Agreement shall supersede and replace all prior limited liability company agreements of the Company, if any, and the Bylaws.

Section 2.02 Name. The name of the Company is “High Street Cannabis Group LLC” or such other name or names as the Board may from time to time designate; provided, that the name shall always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC” The Board shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company shall be the office as designated on the Certificate of Organization, or such other place as may from time to time be determined by the Board. The Board shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

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

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

Section 2.05 Purpose; Powers.

(a) The purpose of the Company shall be as provided in the Company's Certificate of Organization, as amended from time to time.

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

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

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

Section 2.08 Marijuana Establishment Licenses. The Members intend that the Company shall apply for Marijuana Establishment licenses pursuant to the Regulatory Laws, including but not limited to Massachusetts General Laws c. 94G, and 935 CMR 500.000 *et seq.* In connection with the foregoing, the Company and each Member shall take all actions reasonably necessary in connection with the application for Marijuana Establishment licenses, and shall not otherwise take any action that would reasonably be expected to jeopardize such applications. For the avoidance of doubt, such actions may include modifications to this Agreement; provided, however, that any such modification pursuant to this Section 2.08 shall be made so as to maintain the original intent of the parties hereto to the greatest extent possible.

Section 2.09 ACQUISITION OF THE UNITS INVOLVES DIRECT AND/OR INDIRECT FINANCIAL INTERESTS IN CANNABIS OR CANNABIS PRODUCTS, TRANSACTIONS AND ACTIVITIES. THE POSSESSION, CULTIVATION, MANUFACTURE, PRODUCTION, STORAGE, TESTING, DISTRIBUTION AND/OR SALE OF CANNABIS IS ILLEGAL UNDER U.S. FEDERAL LAW. NO PARTY, NOR ANY ATTORNEYS FOR ANY PARTY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY. EACH MEMBER ASSUMES ALL RISKS ASSOCIATED WITH ACQUISITION OF THE UNITS, INCLUDING THE RISK OF CRIMINAL PROSECUTION, AND HEREBY REPRESENTS AND WARRANTS THAT IT UNDERSTANDS SUCH RISKS AND THAT ITS ACQUISITION OF THE UNITS DOES NOT VIOLATE THE LAWS OF THE JURISDICTIONS UNDER WHICH IT RESIDES OR IS DOMICILED AND, AS APPLICABLE, IS FORMED OR ORGANIZED (OTHER THAN U.S. FEDERAL LAWS AS THEY PERTAIN TO THE ILLEGALITY OF CANNABIS). THE MEMBERS AGREE TO REFORM THIS

AGREEMENT IF REQUIRED BY THE REGULATORY LAWS OR ANY REGULATORY AUTHORITIES.

ARTICLE III UNITS

Section 3.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preference, distribution priorities, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Board shall maintain a schedule of all Members, their respective mailing addresses, the amount and series of Units held by them, and their respective Capital Contributions, including Additional Capital Contributions (the “Members Schedule”), and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member and upon the making of any Capital Contributions, including Additional Capital Contributions. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A.

Section 3.02 Authorization and Issuance of Common Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as “Common Units”. Notwithstanding the foregoing or anything to the contrary herein, Common Units may only be issued to, Transferred to, or otherwise held by Persons whose ownership of such Units would not disqualify the Company as an Economic Empowerment Priority Applicant. As of the date hereof the number of Common Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule.

Section 3.03 Other Issuances. In addition to the Common Units, the Company is hereby authorized, subject to compliance with Article IV, Section 8.05, and all other terms of this Agreement, to authorize and issue or sell to any Person any of the following (collectively, “New Interests”): (i) any new type, class or series of Units not otherwise described in this Agreement, which Units may be designated as classes or series of the Common Units but having different rights. The Board is hereby authorized, by a vote of the Board, subject to Section 14.10, to amend this Agreement to reflect such issuance and to fix the relative privileges, preference, duties, liabilities, obligations and rights of any such New Interests, including the number of such New Interests to be issued, the preference (with respect to Distributions, in liquidation or otherwise) over any other Units and any contributions required in connection therewith.

Section 3.04 Limitations on Issuances of Units. Notwithstanding the foregoing, the Company shall not, and each Member and Manager shall not cause the Company to, issue Units if such issuance would reasonably be expected to jeopardize the Company’s status as an Economic Empowerment Priority Applicant or otherwise jeopardize the business licenses or permits of the Company. Any purported issuance of Units in violation of this Section 3.044 shall be null and void, except as provided in Section 9.03.

Section 3.05 Certification of Units.

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

(b) In the event that the Board shall issue certificates representing Units in accordance with Section 3.05(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

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

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

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) Subject compliance with the terms of this Agreement, including, but not limited to, Section 3.02, Section 3.024 and Section 4.02, new Members may be admitted from time to time in connection with an issuance of Units by the Company and in connection with a Transfer of Units.

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

(c) Notwithstanding anything else contained herein, a Person not already a Member of the Company may only be admitted as a Member, and the Members and

Managers may only cause a Person not already a Member of the Company to be admitted as a Member, if such Person is qualified under the Regulatory Laws to have an ownership or economic interest in the Company and the addition of such Person as a Member would not jeopardize or be reasonably expected to jeopardize the Company's status as an Economic Empowerment Priority or otherwise jeopardize or be reasonably expected to jeopardize the business licenses or permits of the Company. Without limiting any other obligations contained herein, any Person to be admitted as a Member shall provide any and all information required by the Regulatory Laws or reasonably required by the Company in connection with such admission as a Member, and submit to any applicable background checks or fingerprinting required by the Regulatory Laws or otherwise by any Regulatory Authorities. Any purported admission of a Person as a Member in violation of this Section 4.01(c) shall be null and void.

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

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

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

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

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

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

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

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

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

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

(j) Such Member is, or, if such Member is an entity, the owners of such Member are, permitted by this Agreement to hold an interest in the Company pursuant to Section 4.01(c) and are eligible to hold an interest in the Company pursuant to the Regulatory Laws;

(k) With respect to Karlens, Marie , and their heirs and or assigns:

(i) each such Member is (a) an Economic Empowerment Priority Applicant (b) qualified to receive Economic Empowerment Priority Applicant status, or (c) an entity for which all of its owners and interest holders are individuals that would qualify to receive Economic Empowerment Priority Applicant status; and

(ii) each such Member that is an entity has included appropriate provisions within its organizational documents to ensure that the representation and warranty included in this Section 4.02(k) remains true during such time that such entity or individual is a Member.

(l) With respect to Members admitted pursuant to Section 4.01, Such Member is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act, as amended by Section 413(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or has the requisite knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto, and agrees that it will not take any action that could have an adverse effect on the availability of the exemption from

registration provided by Rule 501 promulgated under the Securities Act with respect to the offer and sale of the Units.

(m) Such Member acknowledges that commercial cannabis activities, such as the business of the Company, are prohibited by federal law.

(n) None of the foregoing shall replace, diminish or otherwise adversely affect any Member's representations and warranties made by it in any subscription agreement.

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

Section 4.04 No Withdrawal. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Section 4.05 Death. With respect to any Member that is a natural Person, the death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; provided, that within a reasonable time after such Transfer, the applicable heirs shall be admitted as a Member in accordance with the terms hereof, including but not limited to, (a) the execution and delivery of a written undertaking substantially in the form of the Joinder Agreement, (b) such heirs comply with and provide such information as required by Section 4.01(c), and (c) provided that such Transfer does not jeopardize and would not reasonably be expected to jeopardize the Company's status as an Economic Empowerment Priority Applicant or otherwise jeopardize or be reasonably expected to jeopardize the business licenses or permits of the Company. In the event that such heirs are not eligible to be Members of the Company pursuant to Section 4.01(c), such Units shall not Transfer to such heirs, and the Company shall negotiate in good faith with the estate of the decedent Member to execute agreements and documentation necessary to effect a Transfer or other disposition of such Units in a manner to maintain the Company's status as an Economic Empowerment Priority Applicant or otherwise not jeopardize the business licenses or permits of the Company.

Section 4.06 Voting. Except as otherwise provided by this Agreement (including Section 4.07 and Section 14.10) or as otherwise required by Applicable Law, 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.

Section 4.07 Meetings. For any matter for which the Members are specifically authorized or required to act or consent pursuant to this Agreement or applicable law, either as a

whole or on a class by class basis, the Members may take such action by a vote of the Members holding a majority of the Units entitled to vote on such matter at a meeting, provided, however, that for any vote of the Members together, any such vote shall require the vote of at least one G&P Member and one Karlens Member, if any, and provided further that any meeting of the Members may only be called unanimously by the Members entitled to vote at such meeting.

Section 4.08 Action Without Meeting. Notwithstanding the provisions of Section 4.07, any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by Members holding enough Units necessary to take such action at a meeting. A record shall be maintained by the Board of each such action taken by written consent of the Members.

Section 4.09 Power of Members. The Members shall only have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company or to manage or operate the affairs of the Company.

Section 4.10 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.11 Common Member Restrictions. So long as the Company is required to maintain its status as an Economic Empowerment Priority Applicant in order to keep its Regulatory License, each Member that holds Common Units and is an entity shall not permit its ownership structure or make-up to exist in such a manner, or otherwise take any action, that would disqualify the Company from maintaining its status as an Economic Empowerment Priority Applicant as determined by the Disinterested Board. In the event that a holder of Common Units violates this Section 4.11, then, at the election of Members holding a majority of the the Units, such Member shall be an Affected Person pursuant to Section 9.04.

Section 4.12 Other Business Activities.

(a) The Members and the Company expressly acknowledge and agree that, subject to the Regulatory Laws: (i) the Members, and the owners and interest holders of such Members, are permitted to have, and may presently or in the future have, investments or other business or strategic relationships, ventures, agreements or other arrangements with entities other than the Company that are engaged in the same or similar business as the Company, or that are or may be competitive with the Company (any such other investment or relationship, an “Other Business”); (ii) none of the Members will be prohibited by virtue of their investment in the Company from pursuing and engaging in any Other Business; (iii) none of the Members will be obligated to inform the Company or any other Member of any opportunity, relationship or investment in any Other Business (a

“Company Opportunity”) or to present any Company Opportunity to the Company, and the Company hereby renounces any interest in any Company Opportunity and any expectancy that a Company Opportunity will be offered to it; (iv) nothing contained herein shall limit, prohibit or restrict any Member from serving on the board of directors or other governing body or committee of any Other Business; and (v) no other Member will acquire, be provided with an option or opportunity to acquire, or be entitled to any interest or participation in any Other Business as a result of the participation therein of any other Member. The Members and the Company each expressly waive, to the fullest extent permitted by applicable law, any rights to assert any claim that such involvement breaches any fiduciary or other duty or obligation owed to the Company or any Member or to assert that such involvement constitutes a conflict of interest by the Member participating in the Other Business with respect to the Company or any other Member, and the Members agree to approve, ratify, and take all other action reasonably necessary to authorize and effect such transactions. The Members and the Company expressly authorize and consent to the involvement of any Member in any Other Business; *provided*, that any transactions between the Company and any Other Business will be on terms no less favorable to the Company than would be obtainable in a comparable arm’s-length transaction. Notwithstanding the foregoing, each Member having an interest in any Other Business shall provide the Company and any Regulatory Authorities information and documentation disclosing such interest to the extent necessary to comply with the Regulatory Laws, and no Member shall have any interest in an Other Business if holding such interest in addition to the interest such Member holds in the Company would cause or reasonably be expected to cause a violation of the Regulatory Laws.

ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Capital Contributions. Each Member owning Units has made Capital Contributions as reflected in the books and records of the Company. Each Member is deemed to own the number, type, series and class of Units as set forth opposite such Member’s name on the Members Schedule as in effect on the date hereof.

Section 5.02 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Except for contributions of Additional Capital as described in Section 5.02(c), any future Capital Contributions made by any Member shall only be made with the consent of the Board and in connection with an issuance of Units made in compliance with Article IX.

(b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member. If one or more Members lend funds to the Company in order to fund operating expenses or working capital needs of the Company, the interest rate on such borrowing shall not exceed an amount equal to the Company

Interest Rate, and such loan shall be on such other terms as determined by the Board and the lending Member.

(c) In the event that the Company, as determined by the Board in its sole discretion, does not have sufficient cash flow to pay its operating expenses or capital expenses or otherwise requires additional capital for working capital needs, the Board shall first provide notice to all Members of such capital needs and permit any Member to lend to the Company at the Company Interest Rate or to make additional Capital Contributions to the Company (the “Additional Capital”) for such capital needs, in such Member’s sole discretion. In the event that the Members elect, in the aggregate, to make a loan to the Company or contribute Additional Capital in excess of the capital needs of the Company, then each Member may only make such loan or contribute such Additional Capital as adjusted pro rata based on each Member’s Membership Interest in the Company up to, in the aggregate, the capital needs of the Company as determined by the Board. Upon the contribution of any such Additional Capital, the following shall apply: (i) the Company shall pay a Preferred Return on such Additional Capital in accordance with Section 7.02 and other provisions of this Agreement, and (ii) the Member contributing any such Additional Capital shall receive a priority return on Distributions with respect to its Unrecovered Additional Capital in accordance with Section 7.02 and other provisions of this Agreement.

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

- (a) Each Member’s Capital Account shall be increased by the amount of:
 - (i) such Member’s Capital Contributions, including such Member’s initial Capital Contribution and contributions of Additional Capital;
 - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article VI; and
 - (iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.
- (b) Each Member’s Capital Account shall be decreased by:
 - (i) the cash amount or Book Value of any property Distributed to such Member pursuant to Article VII and Section 12.03(c);
 - (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article VI and

(iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) The rules of Treasury Regulations Section 1.704-1(b)(2)(iv)(d) (with respect to the maintenance of capital accounts in connection with the exercise of a noncompensatory option) shall be incorporated by reference and shall be given effect in the maintenance of the Capital Accounts.

Section 5.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with and only as permissible under the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 6.04, shall receive allocations and Distributions pursuant to Article VI, Article VII and Article VIII in respect of such Units.

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

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

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

Section 5.08 Intent and Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Board may authorize such modifications.

ARTICLE VI ALLOCATIONS

Section 6.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), except as otherwise provided in this Agreement, Net Income and Net Loss (and, to the extent necessary, individual and/or gross items of income, gain, loss or deduction) of the Company shall be allocated among the Members in a manner such that, after adjusting each Member's Capital Account for all Capital Contributions and Distributions made during such Fiscal Year (or portion thereof) and after giving effect to the special allocations set forth in Section 6.02, the Capital Account balance of each Member (which may be either a positive or negative balance), immediately after making such adjustments and allocations, is, as nearly as possible, equal to (a) the Distributions that would be made to such Member pursuant to Section 12.03(c)(iii) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the assets securing such liability), and the net assets of the Company were Distributed, in accordance with Section 12.03(c)(iii), to the Members immediately after making such allocations, minus (b) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

Section 6.02 Regulatory and Special Allocations. Notwithstanding the provisions of Section 6.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-

1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or Distributions as quickly as possible. This Section 6.02(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) The allocations set forth in paragraphs (a) (b) and (c) above (the “Regulatory Allocations”) are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this Article VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

(e) The Company and the Members acknowledge that allocations like those described in Proposed Treasury Regulation Section 1.704-1(b)(4)(xii)(c) (“Forfeiture Allocations”) result from the allocations of Net Income and Net Loss provided for in this Agreement. For the avoidance of doubt, the Company is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Net Income and Net Loss will be made in accordance with Proposed Treasury Regulation Section 1.704-1(b)(4)(xii)(c) or any successor provision or guidance.

Section 6.03 Tax Allocations.

(a) Subject to Section 6.03(b) through Section 6.03(e), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company’s subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) and such permissible method(s) under Treasury Regulations Section 1.704-3 as determined by the Tax Representative so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such

asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Tax Representative taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The Company shall make allocations pursuant to this Section 6.03 in accordance with such permissible methods as set forth and in accordance with Treasury Regulations Section 1.704-3 and this Agreement.

(f) Allocations pursuant to this Section 6.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, Distributions or other items pursuant to any provisions of this Agreement.

Section 6.04 Allocations in Respect of Transferred Units. In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of Article IX Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using the interim closing of the books method, provided, however, that the Board may, in its sole discretion, elect to make such allocations on a pro rata basis.

Section 6.05 Curative Allocations. In the event that the Tax Representative determines, after consultation with counsel experienced in income tax matters, that the allocation of any item of Company income, gain, loss or deduction is not specified in this Article VI (an "Unallocated Item"), or that the allocation of any item of Company income, gain, loss or deduction hereunder is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulations Section 1.704-1(b) and the factors set forth in Treasury Regulations Section 1.704-1(b)(3)(ii)) (a "Misallocated Item"), then the Board may allocate such Unallocated Items, or reallocate such Misallocated Items, to reflect such economic interests; provided, that no such allocation will be made without the prior consent of each Member that would be adversely and disproportionately affected thereby; and provided, further, that no such allocation shall have any material effect on the amounts distributable to any Member, including the amounts to be distributed upon the complete liquidation of the Company.

ARTICLE VII DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.01(b), Section 7.02, Section 7.02(b)(i), and Section 8.05(d), the Board shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of,

such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations to third parties and Members (as applicable), capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies). Notwithstanding the foregoing, the Board hereby acknowledges its intent that it be the general policy of the Company to make such distributions as are determined by the Board to be appropriate on a quarterly basis as soon as is reasonably practicable following the end of each fiscal quarter.

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

Section 7.02 Priority of Distributions.

(a) Distributions from Operations. After making all Distributions required for a given Fiscal Year under Section 7.02(b)(i), and except as otherwise provided in Section 7.02(b) or Section 12.03(c), all Distributions determined to be made by the Board pursuant to Section 7.01 shall be made to the Members in the following order and priority:

(i) First, to the Members who have contributed Additional Capital, if any, pro rata in proportion to their Unpaid Preferred Return, until each such Member has received aggregate Distributions under this Section 7.02(a)(i) sufficient to cause each such Member's Unpaid Preferred Return to equal zero;

(ii) Second, to the Members who have contributed Additional Capital, if any, pro rata in proportion to their Unreturned Additional Capital, until each such Member has received aggregate Distributions under this Section 7.02(a)(ii) sufficient to cause each such Member's Unreturned Additional Capital to equal zero;

(iii) Third, to the Members, pro rata in proportion to their Unreturned Capital, until the Members have received aggregate Distributions under Section 7.02(a)(i), Section 7.02(a)(ii), and Section 7.02(a)(iii) sufficient to cause each such Member's Unreturned Capital to equal zero; and

(iv) Thereafter, pro rata in proportion to each Member's aggregate holdings of Units.

(b) Distributions from Deemed Liquidation Events. Except as otherwise provided in Section 7.06, upon the occurrence of a Deemed Liquidation Event, the Deemed Liquidation Event Proceeds therefrom shall be Distributed to the Members, as soon as reasonably practical following receipt by the Company of such Deemed Liquidation Event Proceeds, in the following order and priority:

(i) First, to the Members who have contributed Additional Capital, if any, pro rata in proportion to their Unpaid Preferred Return, until each such Member has received aggregate Distributions under this Section 7.02(b)(i) sufficient to cause each such Member's Unpaid Preferred Return to equal zero;

(ii) Second, to the Members who have contributed Additional Capital, if any, pro rata in proportion to their Unreturned Additional Capital, until each such Member has received aggregate Distributions under this Section 7.02(b)(ii) sufficient to cause each such Member's Unreturned Additional Capital to equal zero;

(iii) Third, to the Members, pro rata in proportion to their Unreturned Capital, until the Members have received aggregate Distributions under Section 7.02(b)(i), Section 7.02(b)(ii), and this Section 7.02(b)(iii) sufficient to cause each such Member's Unreturned Capital to equal zero; and

(iv) Thereafter, pro rata in proportion to each Member's aggregate holdings of Units.

Section 7.03 Tax Distributions.

(a) On or before April 1 of each calendar year, the Company shall make a per Unit distribution in respect of the Company's most recently ended tax year to Members of record on the last day of such year in an amount, determined by the Board, equal to the Required Minimum Distribution, as defined below. The "Required Minimum Distribution" for each tax year shall be equal to 40% of the Company's taxable income (for federal tax purposes), less the amount of the general business credit, reduced on a dollar for dollar basis by the amount of tax savings, as determined by the Board, generated by any deductions or credits received by such Member as a result of taxable losses incurred or credits received by the Company in prior tax years, to the extent the benefit of any such deductions or credits has not been previously offset against Required Minimum Distributions (each such Distribution, a "Tax Advance").

(b) Any cash distribution which exceeds the amount of the Required Minimum Distribution for any tax year shall not affect the determination of the Required Minimum Distribution for any subsequent tax year. Notwithstanding any other provision of this Agreement, the Company shall be under no obligation to make any Required Minimum Distribution if such distribution is then prohibited under applicable law or any agreement to which the Company is a party.

(c) For avoidance of doubt, any Distributions made pursuant to this Section 7.02(b)(i) shall be treated as advances on Distributions payable to the applicable Member pursuant to Section 7.02 and shall reduce the amount otherwise Distributable to such Member pursuant to Section 7.02 or Section 12.03(c). Further, the amount to be Distributed as a tax Distribution in respect of any Fiscal Year pursuant to this Section 7.03(d) shall be computed as if any Distributions made pursuant to Section 7.02 during such Fiscal Year

were a tax Distribution in respect of such Fiscal Year, with the understanding that the Company shall not make a tax Distribution in respect of any Fiscal Year to the extent any Distributions made pursuant to Section 7.02 during such Fiscal Year exceeds the Tax Amount of the Member in respect of such Fiscal Year.

(d) Any good faith determination of the amount of a Tax Advance made by the Board pursuant to this Section 7.03(e) shall be conclusive and binding on all Members absent manifest error.

Section 7.04 Tax Withholding; Withholding Advances.

(a) Tax Withholding. If requested by the Board, each Member shall, if able to do so, deliver to the Board:

(i) any applicable IRS forms or an affidavit in form satisfactory to the Board that the applicable Member (or its members, as the case may be) is not subject to withholding under the provisions of any federal, state, local, foreign or other Applicable Law;

(ii) any certificate that the Board may reasonably request with respect to any such laws; and/or

(iii) any other form or instrument reasonably requested by the Board relating to any Member's status under such law.

(iv) If a Member fails or is unable to deliver to the Board the IRS form or affidavit described in Section 7.04(a)(i), the Board may withhold amounts from such Member in accordance with Section 7.04(b).

(b) Withholding Advances. The Company is hereby authorized at all times to make payments (“Withholding Advances”) with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Tax Representative based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a “Taxing Authority”) with respect to any Distribution or allocation by the Company of income or gain to such Member and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 7.04(b) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Board, shall be charged against the Member's Capital Account in accordance with this Agreement.

(c) Repayment of Withholding Advances. Any Withholding Advance made by the Company to a Taxing Authority on behalf of a Member and not simultaneously withheld from a Distribution to that Member shall, with interest thereon accruing from the date of payment at a rate equal to the prime rate published in the Wall Street Journal on the date of payment:

(i) be promptly repaid to the Company by the Member on whose behalf the Withholding Advance was made (which repayment by the Member shall not constitute a Capital Contribution, but shall credit the Member's Capital Account if the Board shall have initially charged the amount of the Withholding Advance to the Capital Account); or

(ii) with the consent of the Board, be repaid by reducing the amount of the next succeeding Distribution or Distributions to be made to such Member (which reduction amount shall be deemed to have been Distributed to the Member, but which shall not further reduce the Member's Capital Account if the Board shall have initially charged the amount of the Withholding Advance to the Capital Account).

Interest shall cease to accrue from the time the Member on whose behalf the Withholding Advance was made repays such Withholding Advance (and all accrued interest) by either method of repayment described above.

(d) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 7.04(d) and the obligations of a Member pursuant to Section 7.04(c) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 7.04, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(e) Overwithholding. Neither the Company nor the Board shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 7.05 Distributions in Kind.

(a) The Board is hereby authorized, in its sole discretion, to make Distributions to the Members in the form of securities or other property held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash Distribution, the securities or property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be Distributed among the Members pursuant to Section 7.02. For avoidance of doubt, in-kind Distributions pursuant to this Section 7.05 shall not include Distributions of Membership Interests of the Company.

(b) Any Distribution of securities shall be subject to such conditions and restrictions as the Board determines are required or advisable to ensure compliance with

Applicable Law. In furtherance of the foregoing, the Board may require that the Members execute and deliver such documents as the Board may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such Distribution and any further Transfer of the Distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

(c) Upon any such Distribution, such Fair Market Value of the non-cash assets Distributed will be debited against the each applicable Member's respective Capital Account at such Fair Market Value, and any such Distributions shall be deemed for purposes of determining Net Profits or Net Losses (if any) to have been sold by the Company for an amount equal to such Fair Market Value and any such deemed Net Profits or Net Losses shall be allocated to the Members' respective Capital Accounts in accordance with this Agreement.

Section 7.06 Distributions Upon Deemed Liquidation Event Resulting in Dissolution. In the event of a Deemed Liquidation Event that results in a dissolution of the Company, the Board shall distribute the proceeds of such Deemed Liquidation Event in the manner provided in Section 12.03(c).

ARTICLE VIII MANAGEMENT

Section 8.01 Establishment of the Board. A board of managers of the Company (the "Board") is hereby established and shall be comprised of natural Persons (each such Person, a "Manager") who shall be appointed in accordance with the provisions of Section 8.02. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement. Each initial Manager and any Person appointed to be a Manager of the Company, in addition to any other requirements contained herein, shall execute the Manager Consent and Joinder attached hereto as Exhibit B.

Section 8.02 Board Composition; Vacancies. The Company and the Members shall take such actions as may be required to ensure that the number of managers constituting the Board is at all times five (5), comprised as follows, unless otherwise modified by the Board:

(a) Karlens shall be entitled to appoint two (2) Managers (the "Karlens Manager(s)"), G&P shall be entitled to appoint two (2) (the "G&P Manager(s)"), and Marie shall be entitled to appoint one (1) Manager (the "Marie Manager"). Each Manager shall hold office until his or her resignation, removal from office as hereinafter provided, or death or incapacity.

(b) The initial Karlens Managers shall be Karlens Beauge and Camille Beauge, the initial G&P Managers shall be Paul Holian and Gosder Cherilus, and the initial Marie Manager shall be Marie St. Fleur.

(c) In the event that a vacancy is created on the Board at any time due to the death, Disability, retirement, resignation or removal of a Manager, then the Members, by a vote of the Members having elected such Manager, shall have the right to designate an individual to fill such vacancy and the Company. In the event that the Members shall fail to designate in writing a replacement to fill a vacant Manager position on the Board, and such failure shall continue for more than thirty (30) days after notice from the Company with respect to such failure, then the vacant position shall be filled by the remaining Manager(s) then in office; provided, however, that such individual shall be removed from such position if the Majority Unitholders so direct and simultaneously designate a new Manager.

(c) In the event that the Members shall fail to designate in writing a representative to fill a vacant Manager position on the Board, and such failure shall continue for more than thirty (30) days after notice from the Company with respect to such failure, then the vacant position shall be filled by an individual designated by the other Manager(s) then in office that were appointed by the same class of Members entitled to fill such vacancy; provided, that such individual shall be removed from such position if and when the Members entitled to fill such vacancy, by majority vote, so direct and simultaneously designate a new Manager.

(d) Notwithstanding anything to the contrary herein, any newly elected or appointed Manager of the Company shall not be deemed duly elected or appointed and shall not exercise any powers of the position to which such individual has been elected or appointed until such individual has been found suitable to hold such position by the applicable Regulatory Authorities or Bodies pursuant to the Regulatory Laws.

(e) Each newly elected or appointed Manager, by virtue of such election or appointment of such individual, consents to (i) the performance of any personal background investigation that may be required by any Regulatory Authorities or Regulatory Laws and (ii) the disclosure by the Company of any information regarding such officer required by Regulatory Authorities or Regulatory Laws without the need to obtain approval from such officer.

(f) Each Manager, by virtue of holding such position, agrees to the following:

(i) Such Manager shall comply with all Regulatory Laws including (i) filing required applications for Regulatory Licenses, if any, (ii) providing all information regarding such Manager as may be requested or required by Regulatory Authorities (including in connection with any application for a Regulatory License), and (iii) responding to written or oral questions or inquiries from any Regulatory Authorities.

(ii) In the event that such Manager (i) has experienced an event or circumstance, or otherwise reasonably believes, that such Manager may meet any condition to be deemed an Affected Person or (ii) has knowledge that any Member or any other individual elected or appointed as a director or Manager of the Company or any other current Officer or Manager of the Company has experienced an event or circumstance, or otherwise may meet any condition to be deemed an Affected Person, then, in all cases, such Manager shall promptly notify the Company of the relevant details.

(iii) Upon receipt of a notice that a Manager may meet any condition to be deemed an Affected Person, the Disinterested Board may, but are not obligated to, permit the applicable individual a specified period of time (as determined by the Disinterested Board to the extent permitted by any Regulatory Laws (including by the applicable Regulatory Authority)) to take all actions, at such individual's costs, to cure such condition.

(iv) Upon the expiration of such period of time (if any) or otherwise, the Disinterested Board shall promptly make a determination regarding such Manager as an Affected Person. If the Disinterested Board determines that such Manager is an Affected Person, the Company shall, and the Members shall cause the Company to, remove such Manager as promptly as possible or as otherwise directed by the applicable Regulatory Authority and shall be replaced by the Members entitled to elect such Manager. If the Disinterested Board determines that such Manager is a not an Affected Person, such Manager shall continue to hold office until such Manager's successor is designated by the Members entitled to designate such Manager or until such Manager's earlier death, resignation or removal

Section 8.03 Removal; Resignation.

(a) Except as provided in Section 8.02(f)(iv), a Manager may be removed or replaced at any time from the Board, with or without cause, upon, and only upon, the written request of Members \ entitled to appoint such Manager.

(b) A Manager may resign at any time from the Board by delivering his written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

Section 8.04 Meetings.

(a) Generally. The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the Commonwealth of Massachusetts) as may be determined

from time to time by the Board. Written notice of each meeting of the Board shall be given to each Manager at least twenty-four (24) hours prior to each such meeting.

(b) Special Meetings. Special meetings of the Board shall be held on the call of any Manager upon at least five days' written notice (if the meeting is to be held in person) or one day's written notice (if the meeting is to be held by telephone communications or video conference) to the Managers, or upon such shorter notice as may be approved by all the Managers. Any Manager may waive such notice as to himself.

(c) Attendance and Waiver of Notice. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 8.05 Quorum; Manner of Acting.

(a) Quorum. A majority of the Managers serving on the Board shall constitute a quorum for the transaction of business of the Board, provided, however, that a quorum shall require at least one G&P Manager and at least one Karlens Manager. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(b) Participation. Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law.

(c) Binding Act. Each Manager shall have one vote on all matters submitted to the Board or any committee thereof. With respect to any matter, decision, determination, vote, or consent before the Board or to be made by the Board, only the act of a Super Majority of the Board constituting a quorum shall be the act of the Board.

(d) Actions Requiring a Super Majority of the Board. Notwithstanding anything to the contrary in this Agreement, the following actions shall require the approval of a Super Majority of the Board:

- (i) sale of any assets of the Company, outside the ordinary course of business, other than sales of obsolete property from time to time not exceeding \$25,000 in any calendar year;
- (ii) sale of the Company, including any sale or lease of its assets or any substantial part thereof;
- (iii) the disposition of the goodwill of the Company;
- (iv) any merger or consolidation of the Company with any other entity;
- (v) The admittance of any new Members into the Company;
- (vi) Instituting any proceeding for Bankruptcy on behalf of the Company;
- (vii) Dissolving the Company;
- (viii) A decision to offer the personal guarantee of all Members or Managers
- (ix) A decision to take on more than \$25,000 of debt outside the ordinary course of business;
- (x) Amending this Agreement or the Company's certificate of organization;
- (xi) Any changes to the Consulting Agreement between the Company and G&P entered into on even date herewith;
- (xii) Entering into an employment or other contract or agreement with a Member or their immediate family;
- (xiii) Terminating any Officer or other employee or consultant of the Company appointed directly by the decision of at least a Supermajority of the Company;
- (xiv) Entering into any contract or arrangement by which the Company's licenses or permits are jeopardized; and
- (xv) any decision to assign the assets of the Company in trust for creditors or on the assignee's promise to pay the debts of the Company.

Section 8.06 Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if either (a) a written consent of the number of Managers required to take such action at a meeting shall approve such action; provided, that prior written notice of such action is provided to all

Managers at least one (1) day before such action is taken, or (b) a written consent constituting all of the Managers on the Board shall approve such action. Any written consent pursuant to this Section 8.06 shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of State of Massachusetts.

Section 8.07 Compensation; No Employment.

(a) Each Manager shall be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties as a Manager, pursuant to such policies as from time to time established by the Board, including, to the extent deemed advisable by the Board, the establishment of maximum reimbursement amounts and pre-approval requirements for such expenses. Nothing contained in this Section 8.07 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

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

Section 8.08 Officers.

(a) Election. The Board may, but need not, appoint individuals as officers of the Company (the “Officers”) as it deems necessary or desirable to carry on the business of the Company and the Board may delegate to such Officers such power and authority as such Managers deems advisable. No Officer need be a Member or Manager. Any individual may hold two or more offices of the Company. Notwithstanding anything to the contrary herein, any newly elected or appointed Officer of the Company shall not be deemed duly elected or appointed and shall not exercise any powers of the position to which such individual has been elected or appointed until, to the extent necessary, such individual has been found suitable to hold such position by the applicable Regulatory Authorities pursuant to the Regulatory Laws.

(b) Tenure; Vacancy. Each Officer shall hold office until his successor is designated by the Board or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Board with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Board. Officers shall only have those powers specifically delegated and authorized by the Board.

Section 8.09 No Personal Liability. Except as required by Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE IX TRANSFER

Section 9.01 General Restrictions on Transfer. The Members may not transfer their Units without consent of the Board or as permitted by Section 9.02, and no Transfer may occur unless in compliance with Section 3.02. Notwithstanding any other provision of this Agreement to the contrary, each Member agrees that it will not, directly or indirectly, Transfer any of its Units or Unit Equivalents:

- (a) except as permitted under the Securities Act and other applicable federal or state securities or blue-sky laws, and then, with respect to a Transfer of Units or Unit Equivalents, if requested by the Company, only upon delivery to the Company of a written opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act
- (b) to a Person not already a Member of the Company until the prospective Transferee is admitted as a Member of the Company;
- (c) if such Transfer would cause the Company to be considered a “publicly traded partnership” under § 7704(b) of the Code within the meaning of Treasury Regulation § 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulation § 1.7704-1(h)(3);
- (d) if such Transfer would affect the Company’s existence or qualification as a limited liability company under Massachusetts law;
- (e) if such Transfer would cause the Company to lose its status as a partnership for federal income tax purposes;
- (f) if such Transfer would violate the Applicable Laws;
- (g) if the prospective transferee would be an Affected Person upon such Transfer;
- (h) if such Transfer would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended;
- (i) if such Transfer or issuance would cause the assets of the Company to be deemed “plan assets” as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any “prohibited transaction” thereunder involving the Company.

Section 9.02 Permitted Transfers. The provisions of Section 9.03 shall not apply to any Transfer by any Member that is an entity of any of its Units or Unit Equivalents to any Affiliate of the holder of such Units, subject to the provisions of Section 3.02. Units may be Transferred without the consent of the Board pursuant to Section 9.01 to (a) any Affiliate of such transferring

Member, provided, however, that in each case any such Transfer must be compliant with all other provisions of Section 9.01 and with the provisions of Section 3.02.

Section 9.03 Right of First Refusal. Prior to any Member transferring any Units, such transferring Member (the “Transferring Member”) shall first provide the Company and all other Members with written notice (the “ROFR Notice”) of such proposed transaction, which notice shall include the identity of the proposed Transferee, the number and class of Units proposed to be sold (the “ROFR Units”), and the price per ROFR Unit in such proposed transaction. The ROFR Notice shall constitute an irrevocable offer to sell first to the Company and second to the other Members, or their nominee, all of the ROFR Units at a price equal to the price provided in the ROFR Notice (the “ROFR Price”). The Company may, in its sole discretion, within twenty (20) days of receipt of the ROFR Notice, elect to purchase some or all of the ROFR Units at the ROFR Price by providing written notice to the Transferring Member and all other Members (a “Company ROFR Election”). In the event that the Company does not elect to purchase any ROFR Units, then the Company shall notify all Members in writing within twenty (20) days of receipt of the ROFR Notice. In the event that the Company does not elect to purchase all of the ROFR Units, then each Member other than the Transferring Member may, in their sole discretion, within thirty (30) days of receipt of the ROFR Notice (the “ROFR Period”), elect to purchase some or all of the ROFR Units not elected to be purchased by the Company (the “Remaining ROFR Units”) at the ROFR Price by providing written notice to the Transferring Member (the such elections, together with the Company ROFR Election, “ROFR Elections”). In the event that multiple Members make a ROFR Election electing to purchase, in the aggregate, more Units than are available as Remaining ROFR Units, then the Members making ROFR Elections shall be entitled to purchase such Remaining ROFR Units pro rata based on the ratio of the respective holdings of Units of such electing Members. In the event that no Members nor the Company have provided ROFR Elections to the Transferring Member, or otherwise if the Company and Members making ROFR Elections elect to purchase fewer than all of the ROFR Units on the terms provided for herein, then the Transferring Member may sell the ROFR Units on the terms described in the ROFR Notice, provided, however, that if such transaction does not close within ninety (90) days of the end of the ROFR Period, then the Transferring Member may not transfer the ROFR Units without first again complying with this Section 9.03.

Section 9.04 Tag-Along Rights.

(a) Participation. Subject to the terms and conditions specified in Section 9.01, Section 9.02, and Section 9.03, if any Member (the “Selling Member”) proposes to consummate, in one transaction or a series of related transactions, a Change of Control to any Person (a “Proposed Transferee”), each other Member (each, a “Tag-along Member”) shall be permitted to participate in such sale (a “Tag-along Sale”) on the terms and conditions set forth in this Section 9.04. For avoidance of doubt, the tag-along rights provided in this Section 9.04 may not be exercised in connection with a Transfer pursuant to Section 9.02.

(b) Application of Transfer Restrictions. The provisions of this Section 9.04 shall only apply to Transfers in which the Company and the other Members have not

exercised their rights in full under Section 9.03 to purchase all of the ROFR Units (as defined in Section 9.03).

(c) Sale Notice. Prior to the consummation of any Tag-along Sale, and after satisfying its obligations pursuant to Section 9.03, the Selling Member shall deliver to the Company and each other Member holding Units (or any Unit Equivalents) a written notice (a “Sale Notice”) of the proposed Tag-along Sale as soon as practicable following the expiration of the ROFR Period, and in no event later than five (5) Business Days thereafter. The Sale Notice shall make reference to the Tag-along Members’ rights hereunder and shall describe in reasonable detail:

- (i) The class and aggregate number of Units (or any Unit Equivalents of such Units) the Proposed Transferee has offered to purchase;
- (ii) The identity of the Proposed Transferee;
- (iii) The proposed date, time and location of the closing of the Tag-along Sale;
- (iv) The purchase price per applicable Unit and the other material terms and conditions of the Transfer; and
- (v) A copy of any form of agreement proposed to be executed in connection therewith.

(d) Exercise of Tag-along Right.

(i) The Selling Member and each Tag-along Member timely electing to participate in the Tag-along Sale pursuant to Section 9.04(d)(ii) shall have the right to Transfer in the Tag-along Sale the number of Units equal to the product of (x) the aggregate number of Units that the Proposed Transferee proposes to buy as stated in the Sale Notice and (y) a fraction (A) the numerator of which is equal to the number of Units then held by the applicable Member, and (B) the denominator of which is equal to the number of Units then held by the Selling Member and all of the Tag-along Members timely electing to participate in the Tag-along Sale (such number of Units, the “Tag-along Portion”).

(ii) Each Tag-along Member shall exercise its right to participate in a Tag-along Sale by delivering to the Selling Member a written notice (a “Tag-along Notice”) stating its election to do so and specifying the number of Units and/or Unit Equivalents (up to its Tag-along Portion) to be Transferred by it no later than ten (10) Business Days after receipt of the Sale Notice (the “Tag-along Period”).

(iii) The offer of each Tag-along Member set forth in a Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-along Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 9.04.

(e) Remaining Portions.

(i) If any Tag-along Member declines to exercise its right under Section 9.04(d)(ii) or elects to exercise it with respect to less than its full Tag-Along Portion (the aggregate amount of Units resulting from all Tag-Along Portions, the “Remaining Tag-along Portion”), the Selling Member shall promptly deliver a written notice (a “Remaining Portion Notice”) to those Tag-along Members who have elected to Transfer their Tag-Along Portions in full (each, a “Fully Participating Tag-along Member”). The Selling Member and each Fully Participating Tag-along Member shall be entitled to Transfer, in addition to any applicable Units or Unit Equivalents already being Transferred, a number of Units (or applicable Unit Equivalents) held by it equal to the product of (x) the Remaining Tag-along Portion and (y) a fraction (A) the numerator of which is equal to the number of Units (and applicable Unit Equivalents) then held by the applicable Member, and (B) the denominator of which is equal to the number of Units (and applicable Unit Equivalents) then held by the Selling Member and all Fully Participating Tag-along Members.

(ii) Each Fully Participating Tag-along Member shall exercise its right to participate in the Transfer of the Remaining Tag-along Portion pursuant to Section 9.04(e)(ii) by delivering to the Selling Member a written notice (a “Remaining Tag-along Notice”) stating its election to do so and specifying the number of Units (or applicable Unit Equivalents) (up to the amounts it may Transfer pursuant to Section 9.04(e)(ii)), to be Transferred by it no later than five (5) Business Days after receipt of the Remaining Portion Notice.

(iii) The offer of each Fully Participating Tag-along Member set forth in a Remaining Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 9.04.

(f) Waiver. Each Tag-along Member who does not deliver a Tag-along Notice in compliance with Section 9.04(d)(ii) shall be deemed to have waived all of such Tag-along Member’s rights to participate in the Tag-along Sale, and the Selling Member shall (subject to the rights of any other participating Tag-along Member) thereafter be free to sell to the Proposed Transferee the Units and/or Unit Equivalents identified in the Sale Notice at a per Unit price that is no greater than the applicable per Unit price set forth in the Sale Notice and on other terms and conditions which are not materially more favorable to the Selling Member than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-along Members.

(g) Conditions of Sale. The aggregate consideration paid in connection with a Tag-along Sale shall be allocated to the Members participating in such Tag-along sale in a manner consistent with the provisions of Section 7.02(b), after deduction of such Member’s proportionate share of the related expenses in accordance with Section 9.04(i) below. Each Tag-along Member shall make or provide the same representations, warranties, covenants,

indemnities and agreements as the Selling Member makes or provides in connection with the Tag-along Sale; provided, that each Tag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Tag-along Member, and other matters relating to such Tag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Selling Member and each Tag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Selling Member and each Tag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Selling Member and each such Tag-along Member in connection with the Tag-along Sale.

(h) Cooperation. Each Tag-along Member shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Member, but subject to Section 9.04(g).

(i) Expenses. The fees and expenses of the Selling Member incurred in connection with a Tag-along Sale, to the extent not paid or reimbursed by the Company or the Proposed Transferee, shall be shared by the Selling Member and all the participating Tag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Tag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Tag-along Sale.

(j) Consummation of Sale. The Selling Member shall have ninety (90) days following the expiration of the Tag-along Period in which to consummate the Tag-along Sale, on terms not more favorable to the Selling Member than those set forth in the Tag-along Notice (which such 90-day period may be extended for a reasonable time to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Selling Member has not completed the Tag-along Sale, the Selling Member may not then effect a Transfer that is subject to this Section 9.04 without again fully complying with the provisions of this Section 9.04.

(k) Regulatory Limitations. Notwithstanding anything contained in this Section 9.04, the rights of Members to participate in a Tag-along Sale shall be limited in all respects to the extent required by Regulatory Laws or to the extent that participation in the Tag-along sale is unreasonably impracticable under Regulatory Laws, as determined by the Selling Member in its sole and absolute discretion. No Tag-along Member shall be permitted to participate in a Tag-along Sale if such participation will jeopardize the Company's ability to hold or obtain any Regulatory License.

Section 9.05 Regulatory Redemption.

(a) The provisions of Section 9.01, Section 9.03, and Section 9.04 shall not apply to any Transfer or redemption of any Unit or Unit Equivalents pursuant to this Section 9.05. Upon receipt of a notice that a Member may meet any condition to be deemed an Affected Person, such Member shall have thirty (30) days from the receipt thereof (to the extent permitted by any Regulatory Laws, including by the applicable Regulatory Authority), at such Member's sole election, to take all actions, at such Member's costs, to cure such condition. Upon the expiration of such period of time, if such Member has not cured such condition, the Disinterested Board shall promptly make a determination regarding such Member as an Affected Person.

(b) Upon any determination that a Member is an Affected Person, the Disinterested Board may determine that the Affected Person is permitted to Transfer its Units and Unit Equivalents to an individual or entity approved by the Disinterested Board (provided, however, that such Transfer is permitted by any Regulatory Laws, including by the applicable Regulatory Authority) and such Transfer otherwise complies with the provisions of this Agreement. If the Disinterested Board determines that such Affected Person shall not be permitted to Transfer its Units and Unit Equivalents, such applicable Units and Unit Equivalents shall be subject to redemption in accordance with Sections Section 9.05(c) through (h).

(c) The Units and Unit Equivalents owned or controlled by an Affected Person shall be redeemable by the Company, subject to applicable law, as directed by a Regulatory Authority and, if not so directed, as and to the extent deemed necessary or advisable by the Disinterested Board, in which event the Company shall deliver a Regulatory Redemption Notice to the Affected Person and shall redeem the Units and Unit Equivalents on the Regulatory Redemption Date and for the Regulatory Redemption Price set forth in the Regulatory Redemption Notice. To the extent that the redemption of less than all of the Units and Unit Equivalents held by an Affected Person would address the deficiency, the Board may determine, in its discretion, to redeem only such Units and Unit Equivalents to address the deficiency and such Units and Unit Equivalents shall be selected in such manner as shall be determined by the Disinterested Board. In accordance with the requirements of the Regulatory Redemption Notice, such Affected Person shall surrender the certificate(s), if any, representing the Units and Unit Equivalents to be so redeemed.

(d) From and after the Regulatory Redemption Date, the Units and Unit Equivalents owned or controlled by the Affected Person that will be redeemed shall no longer be deemed to be outstanding, all rights of such Affected Person in such Units and Unit Equivalents, other than the right to receive the Regulatory Redemption Price, shall cease and, if such Units and Unit Equivalents represent all of the Units and Unit Equivalents owned or controlled by the Affected Person, such Affected Person shall cease to be a member, partner or owner, as applicable, of the Company with respect to such Units and Unit Equivalents.

(e) The Company may pay the Regulatory Redemption Price in any combination of cash, property or rights, as required by the applicable Regulatory Authority and, if not so required, as determined by the Disinterested Board; provided, however that

in the event the Company elects to pay all or any portion of the Regulatory Redemption Price with a promissory note, such promissory note shall be unsecured notes of the Company, shall be subordinated to all existing and future indebtedness of the Company, and shall contain such other terms and conditions as the Disinterested Board determine, in their discretion, to be necessary or advisable, and the terms of such promissory note shall include equal regular payments, not less than annually, and shall be reasonable and customary for a transaction of this type, provided, however, that the Company may require a deferral period on commencement of payments under such promissory note, not to exceed one (1) year.

(f) Upon the redemption of the applicable Units and Unit Equivalents, the Company may, subject to compliance with the provisions of this Agreement, reissue, cancel, or hold such Units and Unit Equivalents.

(g) Except as required by a Regulatory Authority, nothing in this Section 9.04 shall be deemed or construed to require the Company to redeem or repurchase any Units and Unit Equivalents owned or controlled by an Affected Person.

(h) The Disinterested Board shall have the exclusive right to interpret all issues arising under this Section 9.04, and any determination of the Disinterested Board under this Section 9.04 or by a Regulatory Authority (whether or not such determination is final, binding, or non-appealable) shall be final, binding and conclusive determination for all purposes of this Section 9.04. The Disinterested Board may also impose additional terms and conditions in connection with any redemption under this Section 9.04 and, from time to time, may adopt such other provisions and procedures in furtherance of this Section 9.04. In the event there is no Disinterested Board, the Company and the Affected Person jointly shall appoint an independent individual within forty-five (45) days

Section 9.06 Drag-Along Rights.

(a) Participation. If one or more Members (together with their respective Permitted Transferees) holding no less than sixty percent (60%) of all the then outstanding Common Units, proposes to consummate, in one transaction or a series of related transactions, a Change of Control (a “Drag-along Sale”), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 9.06(c) and subject to compliance with Section 9.06(d), to require that each other Member (each, a “Drag-along Member”) participate in such sale (including, if necessary, by converting their Unit Equivalents into the Units to be sold in the Drag-along Sale) in the manner set forth in Section 9.06(b).

(b) Sale of Units. Subject to compliance with Section 8.03(d) and Section 9.06(h):

(i) If the Drag-along Sale is structured as a sale resulting in a majority of the Common Units of the Company on a Fully Diluted Basis being held by a Third Party Purchaser, then each Drag-along Member shall sell, with respect to

each class or series of Units proposed by the Dragging Member to be included in the Drag-along Sale, the number of Units and/or Unit Equivalents of such class or series equal to the product obtained by multiplying: (A) the number of applicable Units on a Fully Diluted Basis held by such Drag-along Member by; (B) a fraction: (x) the numerator of which is equal to the number of applicable Units on a Fully Diluted Basis that the Dragging Members propose to sell in the Drag-along Sale; and (y) the denominator of which is equal to the number of applicable Units on a Fully Diluted Basis held by the Dragging Member at such time; and

(ii) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company or as a merger, consolidation, recapitalization or reorganization of the Company or other transaction requiring the consent or approval of the Members, then notwithstanding anything to the contrary in this Agreement (including Section 4.06), each Drag-along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters', appraisal or other similar rights that it may have in connection with such transaction. The Distribution of the aggregate consideration of such transaction shall be made in accordance with Section 11.03(c).

(c) Sale Notice. The Dragging Member shall exercise its rights pursuant to this Article VIII by delivering a written notice (the "Drag-along Notice") to the Company and each Drag-along Member no more than ten (10) Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than twenty (20) Business Days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members' rights and obligations hereunder and shall describe in reasonable detail:

(i) The name of the person or entity to whom such Units are proposed to be sold;

(ii) The proposed date, time and location of the closing of the sale;

(iii) The number of each class or series of Units to be sold by the Dragging Member, the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof and including, if available, the purchase price per Unit of each applicable class or series (which may take into account the Profits Interest Hurdle of any Profits Interest Units to be sold); and

(iv) A copy of any form of agreement proposed to be executed in connection therewith.

(d) Conditions of Sale. The obligations of the Drag-along Members in respect of a Drag-along Sale under this Section 9.06 are subject to the satisfaction of the following conditions:

(i) The consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series (the Distribution of which shall be made in accordance with Section 8.03(b)) and the terms and conditions of such sale shall, except as otherwise provided in Section 8.03(d)(iii), be the same as those upon which the Dragging Member sells its Units; and

(ii) If the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and

(iii) Each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale; provided, however, that each Drag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Drag-along Member, and other matters relating to such Drag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

(e) Cooperation. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 9.06(d)(ii).

(f) Expenses. The fees and expenses of the Dragging Member incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-along Members), to the extent not paid or reimbursed by the Company or the Third Party Purchaser, shall be shared by the Dragging Member and all the Drag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, however, that no Drag-along

Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

(g) Consummation of Sale. The Dragging Member shall have ninety (90) days following the date of the Drag-along Notice in which to consummate the Drag-along Sale, on the terms set forth in the Drag-along Notice (which ninety 90-day period may be extended for a reasonable time not to exceed one-hundred and twenty (120) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Dragging Member has not completed the Drag-along Sale, the Dragging Member may not then exercise its rights under this Section 9.06 without again fully complying with the provisions of this Section 9.06.

ARTICLE X COVENANTS

Section 10.01 Confidentiality.

(a) In pursuit of the Company's business (the "Authorized Use"), certain trade secrets and business information proprietary to each Member and which each Member considers to be Confidential Information (as hereinafter defined) may be provided to one Member or the Company, and its Affiliates ("Receiving Party") by another Member, and its affiliates ("Disclosing Party"). This Section 10.01 is intended to allow the parties to have open discussions regarding the Confidential Information, while still affording complete protection of the Disclosing Party's Confidential Information against disclosure or unauthorized use.

(b) "Confidential Information" means any Disclosing Party confidential or proprietary information, whether marked as confidential or not, in the form of notes, documents, materials, correspondence, or any other form, and anything derived from the foregoing, relating to: (i) the Disclosing Party's proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products services, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information, (ii) proprietary information relating to the Disclosing Party's operations and business or financial plans or strategies, including but not limited to customers, customer lists, markets, financial statements and projections, standard operating procedures (SOP's) product pricing and marketing, financial or other strategic business plans or information, disclosed to Receiving Party by the Disclosing Party, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities, (iii) information received by the Disclosing Party from third parties under confidential conditions which information is identified by the Disclosing Party as being subject to such conditions; and (iv) the Disclosing Party's "Trade Secrets" which means information which derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use,

and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. “Confidential Information” shall *not* include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without violating any of its obligations under this Agreement.

(c) Non-Disclosure of Confidential Information. Other than with respect to disclosures by the Company to Regulatory Authorities in connection with the pursuit of the Company's business, the Receiving Party will keep all Confidential Information of the Disclosing Party confidential and will not, directly or indirectly, commercially exploit the Confidential Information of the Disclosing Party or use same for any other purpose, except for the Authorized Purpose. The Receiving Party shall take all reasonable action and shall take at least the same commercially reasonable precautions as it takes to prevent the disclosure of its own Confidential Information, to prevent the disclosure to third parties of the Confidential Information of the Disclosing Party. The Receiving Party shall only have the right to disclose the Confidential Information to its employees, agents, consultants and professional advisers on a “need to know” basis for the Authorized Purpose. The Receiving Party shall, prior to disclosing any Confidential Information to any such person, issue appropriate instructions to them and obtain all necessary undertakings to ensure that such persons comply with the confidentiality and use obligations and restrictions contained in this Agreement with respect to the Confidential Information of the Disclosing Party. Each Party shall specifically inform each of its representatives, employees and agents who receive any Confidential Information of the other Party hereunder of the obligations created by this Agreement and obtain the written acknowledgment from each such person or entity, who shall be bound to accept the non-disclosure obligations of the Receiving Party. Each Party and its officers (personally, under joint and several liability) shall be liable for any breach hereof by any of its employees, agents or representatives.

(d) Ownership of Confidential Information. Notwithstanding anything else contained herein, unless otherwise provided in a separate agreement all Confidential Information shall remain the property of the Disclosing Party and shall be held in trust by the Receiving Party for the Disclosing Party unless otherwise provided in a separate agreement. Nothing in this Agreement shall be construed as granting any rights to Receiving Party under any patent or copyright, nor shall this Agreement be construed to grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information, except the limited right to review such Confidential Information solely for the Authorized Purpose.

(e) Required Disclosure. Other than with respect to disclosures to a Regulatory Authorities in connection with the pursuit of the Company's business, if the Receiving Party becomes legally required to disclose any Confidential Information, the Receiving Party will, to the extent permitted by Applicable Law, give the Disclosing Party prompt

notice of such fact so that the Disclosing Party may obtain a protective order or other appropriate remedy concerning any such disclosure and/or waive compliance with the non-disclosure provisions of this Agreement. The Receiving Party will fully cooperate with the Disclosing Party in connection with the Disclosing Party's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or the Disclosing Party waives such compliance, the Receiving Party will make such disclosure only to the extent that such disclosure is legally required and will use its best efforts to have confidential treatment accorded to the disclosed Confidential Information.

(f) Return of Confidential Information. The Receiving Party shall, immediately upon the earlier of (i) the Disclosing Party or Receiving Party no longer being a Member of the Company and (ii) the dissolution of the Company, discontinue use of the Confidential Information of the Disclosing Party and return within 10 days of receipt of notice from the Disclosing Party requesting the return of the Disclosing Party's Confidential Information all tangible forms of such Confidential Information, and all copies thereof, which may be or have been in the Receiving Party's possession. Except as otherwise required by law, the Receiving Party shall promptly redeliver or destroy all material containing or reflecting any information contained in the Confidential Information and will not retain any copies, extracts, or other reproductions of such written material. Subject to the foregoing exceptions, all documents, memoranda, notes, or other writings whatsoever, prepared and based on the information contained in the Confidential Information shall be returned or destroyed. If Confidential Information is destroyed, the Receiving Party will provide written certification signed by one of its senior officers that such Confidential Information has been destroyed.

(g) Term. The restrictions on use and disclosure of Confidential Information shall continue indefinitely and shall survive the termination of this Agreement.

(h) Injunctive Relief. The Receiving Party acknowledges and agrees that the breach by it of any of the Receiving Party's confidentiality obligations hereunder may cause serious and irreparable harm to the Disclosing Party which could not adequately be compensated for in damages. Each of the Parties therefore consents to an order specifically enforcing the provisions of this Agreement, or an order of injunction being issued against it restraining it from any further breach of such provisions and agrees that such injunction may be issued against it without the necessity of an undertaking as to damages by the other Party. The provisions of this section shall not derogate from any other remedy which a Party may have in the event of such a breach.

(i) Indemnification. The Receiving Party shall indemnify the Disclosing Party the officers, members, employees, agents, successors and assigns of the Disclosing Party for any and all damages incurred as a result of any breach hereof by the receiving party and/or any employee or agent of the Receiving Party.

Section 10.02 Regulatory Covenants of the Members. Each of the Company's Members covenants that:

(a) all Units and Unit Equivalents held by such Member shall be held subject to the restrictions and requirements of all Regulatory Laws;

(b) such Member shall comply with all Regulatory Laws including (i) filing required applications for Regulatory Licenses, as applicable, (ii) providing all information regarding such Member as may be requested or required by Regulatory Authorities (including in connection with any application for a Regulatory License), and (iii) responding to written or oral questions or inquiries from any Regulatory Authorities;

(c) such Member consents to (i) the performance of any personal background investigation that may be required by any Regulatory Authorities or Regulatory Laws and (ii) the disclosure by the Company of any information regarding such Member required by Regulatory Authorities or Regulatory Laws without the need to obtain approval from such Member;

(d) any Transfer of Units or Units Equivalents held by such Member shall be subject to the requirements of all Regulatory Laws, including that such Transfer may be subject to the prior approval of the Regulatory Authorities, and any purported Transfer thereof in violation of such requirements shall be void and of no effect; and

(e) in the event that such Member (i) has experienced an event or circumstance, or otherwise reasonably believes, that such Member may meet any condition to be deemed an Affected Person or (ii) has knowledge that any other Member or any other individual elected or appointed as a director or officer of the Company or any current director or officer of the Company has experienced an event or circumstance, or otherwise may meet any condition to be deemed an Affected Person, then, in all cases, such Member shall promptly notify the Company of the relevant details.

ARTICLE XI ACCOUNTING; TAX MATTERS

Section 11.01 Income Tax Audits.

(a) For each year in which the Company is subject to the Partnership Tax Audit Rules, the Company shall designate Paul Holian to initially serve as the “partnership representative” of the Company within the meaning of Code section 6223, as amended by the Partnership Tax Audit Rules (the “Tax Representative”). Tax Representative shall have sole authority to act on behalf of the Company for purposes of the Code and the Partnership Tax Audit Rules and any comparable provisions of state or local income tax laws with respect to the taxable year(s) such Person was designated to serve in such capacity, until such Person resigns or is replaced by the Board in accordance with the provisions of Section 11.01(b). If the Tax Representative is an entity rather than an individual, the Tax Representative shall appoint an individual who meets the requirements of the Partnership Tax Audit Rules to serve as the “designated individual” (the “Designated Individual”) to act on behalf of the Tax Representative for the Company, which appointment shall be deemed to be the appointment of the Company. For purposes of this Section 11.01, unless

otherwise specified, all references to provisions of chapter 63 of the Code shall be to such provisions as enacted by the Partnership Tax Audit Rules.

(b) The Person serving as the Tax Representative (or Designated Individual, as applicable) shall be automatically removed as Tax Representative upon the death, dissolution and/or winding up, legal incompetency or Bankruptcy of such Person, and the Person serving as the Tax Representative may be removed at any time by the Board. Upon such removal of the Tax Representative (or Designated Individual, as applicable) a successor to serve in such position shall be designated by the Board, and the removed Tax Representative (or Designated Individual, as applicable) shall not take any action for or on behalf of the Company without the prior written consent of the Board.

(c) The Company shall indemnify and hold harmless the Tax Representative (and Designated Individual, as applicable) in accordance with Article XIII as a result of any act or decision concerning Company tax matters and within the scope of such Person's responsibility as Tax Representative. All amounts indemnified may be advanced as incurred in accordance with Article XIII. The Tax Representative (and Designated Individual, as applicable) shall be entitled to rely on the advice of outside legal counsel and accountants as to the nature and scope of such Person's responsibilities and authority, and any act or omission of the Tax Representative pursuant to such advice in no event shall subject the Tax Representative to liability to the Company or any Member.

(d) If the Company qualifies to elect pursuant to Code section 6221(b) (or successor provision) to have federal income tax audits and other proceedings undertaken by each Member rather than by the Company, the Company shall make such election.

(e) Notwithstanding other provisions of this Agreement to the contrary, but subject to Section 11.01(f), if any "partnership adjustment" (as defined in Code section 6241(2)) is determined with respect to the Company, the Tax Representative, upon the determination of the Board in its sole discretion, will cause the Company to elect pursuant to Code section 6226 (the "push-out" election) to have any such adjustment passed through to the Members and former Members for the year to which the adjustment relates (i.e., the "reviewed year" within the meaning of Code section 6225(d)(1)). In the event that the Tax Representative has not caused the Company to so elect pursuant to Code section 6226, then any "imputed underpayment" (as determined in accordance with Code section 6225) or "partnership adjustment" that does not give rise to an "imputed underpayment" shall be apportioned among the Members and former Members of the Company in such manner as may be necessary (as determined by the Board in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members and former Members based upon their interests in the Company for the reviewed year.

(f) Each Member and former Member agrees that, upon request of the Tax Representative, such Member shall: (i) provide any information and take such action as may be reasonably required by the Tax Representative in order to determine whether any "imputed underpayment" within the meaning of Code Section 6225 may be modified

pursuant to Code Section 6225(c); (ii) file amended tax returns or effectuate the alternative “pull-in” procedure as provided in Code section 6225(c)(2) with respect to any “reviewed year” (within the meaning of Code section 6225(d)(1)) to reduce the amount of any “partnership adjustment” otherwise required to be taken into account by the Company; or (iii) in the event the Members do not fully or timely comply (in the Tax Representatives sole discretion) with the procedures of such Code section 6225(c)(2), take such actions as may be necessary or desirable (if any) to allow the Company to comply with the provisions of Code section 6226 (concerning the “push-out” election) so that any “partnership adjustments” are taken into account by the Members rather than the Company.

(g) If the Company is obligated to pay any amount of tax, penalty, interest, or other charges determined under the Code (a “Company Level Tax”), each Member or former Member to which the assessment or payment relates (an “Indemnifying Member”) shall indemnify the Company for, and pay to the Company, the Indemnifying Member’s allocable share of the Company Level Tax. Each Indemnifying Member’s allocable share of the Company Level Tax shall be determined in good faith by the Board. Promptly upon notification by the Board of the Indemnifying Member’s obligation to indemnify the Company, an Indemnifying Member shall make a payment to the Company of immediately available funds, at the time and in the amount and manner directed by the Board. Amounts paid to the Company under this Section 11.01(g) by an Indemnifying Member who is not a Member of the Company at the time such payment is made shall not be treated as a Capital Contribution.

(h) Each Member and former Member agree that such Member shall not treat any Company item inconsistently on such Member’s federal, state, foreign, or other income tax return with the treatment of the item on the Company’s return. Any deficiency for taxes imposed on any Member or former Member (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to Code section 6226, as amended) shall be paid by such Member, and if paid by the Company will be recoverable from such Member.

(i) The obligations of each Member or former Member under this Section 11.01 shall survive any actual or attempted Transfer, withdrawal or abandonment by such Member of its Transferable Interest and the termination of this Agreement or the dissolution of the Company.

Section 11.02 Tax Returns; Tax Elections.

(a) At the expense of the Company, the Board (or any Officer that it may designate pursuant to Section 8.08) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Board or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the

Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

(b) The Tax Representative, with the consent of the Board, shall make any and all elections for federal, state, local, or foreign tax purposes including without limitation any election, if permitted by applicable law: (i) to adjust the basis of property pursuant to Code sections 734(b), 743(b) and 754, or comparable provisions of state, local or foreign law, in connection with Transfers of Units and Company distributions; (ii) to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local or foreign tax returns; and (iii) to make all decisions on behalf of the Company and the Members and to direct the activities of the Tax Representative before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Members in their capacities as Members, and to direct the filing of any tax returns and to cause the execution of any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members.

Section 11.03 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Board. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Board may designate.

ARTICLE XII DISSOLUTION AND LIQUIDATION

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

(a) The determination of the Board to dissolve the Company pursuant to Section 8.05(d);

(b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company subject to consent of the Board pursuant to Section 8.05(d) or otherwise the occurrence of a Deemed Liquidation Event with the Board's determination to thereafter dissolve pursuant to Section 8.05(d); or

(c) The entry of a decree of judicial dissolution.

Section 12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company

have been distributed as provided in Section 12.03 and the Certificate of Organization shall have been cancelled as provided in Section 12.04.

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

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

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

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

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

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

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

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

any such Distribution, the following rules shall be applied consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(e): (i) any property to be Distributed will be valued at its Fair Market Value; (ii) the difference between the Fair Market Value of any asset to be Distributed in kind and its carrying value on the books of the Company shall be deemed to be gain or loss and any such deemed gain or loss shall be allocated in accordance with Article VI; and (iii) all such allocations of gain or loss shall be credited or charged to the Members' Capital Accounts prior to making such Distributions.

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

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

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

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

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

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

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

Section 13.02 Liabilities and Duties of Covered Persons.

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

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

Section 13.03 Indemnification.

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

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

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

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

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

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

(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Board may determine; provided, that the failure to obtain such insurance

shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

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

(f) Savings Clause. If this Section 13.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 13.03 to the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

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

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

ARTICLE XIV MISCELLANEOUS

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

Section 14.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments,

conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

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

If to the Company: High Street Cannabis Group LLC
 200 High Street
 Boston, Massachusetts 02109
 Attention:
 E-mail:

with a copy to: Vicente Sederberg LLP
 Prudential Tower
 800 Boylston Street, 26th Floor
 Boston, MA 02199
 E-mail: jeremy@vicentesederberg.com
 Attention: Jeremy Shaw

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

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

Section 14.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible..

Section 14.06 Regulatory Review. The Members, the Managers and the Company acknowledge and agree that this Agreement (a) must comply with the Regulatory Laws (b) may

be subject to regulatory review from a Regulatory Authorities and (c) is intended to ensure that the Company is qualified as an Economic Empowerment Priority Applicant. In the event that a Regulatory Authorities determines, or the Members otherwise reasonably determine, that this Agreement violates the Regulatory Laws or otherwise would jeopardize the Company's status as an Economic Empowerment Priority Applicant or the business licenses or permits of the Company, the parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible.

Section 14.07 Entire Agreement. This Agreement, together with the Certificate of Organization, any agreement to acquire Units, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 14.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 14.09 No Third-party Beneficiaries. Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 14.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing approved by a Super Majority of the Board, provided, however, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to (a) such Member relative to the rights of other Members in respect of Units of the same class or series or (b) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Any such written amendment or modification will be binding upon the Company and each Member, and each Member hereby irrevocably appoints the Company as its attorney-in-fact to execute any amendments hereto or an amended and restated version of this Agreement that is approved in accordance with this Section.

Section 14.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder

preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 14.11 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 8.04(c) and Section 14.15 hereof.

Section 14.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

Section 14.13 Dispute Resolution. In the event of any dispute, claim or controversy arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve their dispute through in-person negotiation between authorized representatives of each of the parties with authority to settle the relevant dispute. Either party may commence this negotiation by delivering written notice to the other party pursuant to the terms outlined in this Agreement. The parties may agree to engage the services of a jointly agreed-upon mediator to facilitate this in-person meeting, in which case they agree to share equally in the costs of the mediation. If the dispute cannot be settled amicably within fourteen (14) days of delivery of written notice or the in-person meeting of authorized representatives, whichever comes later, then the dispute shall be resolved by binding arbitration as provided in Section 14.14.

Section 14.14 Binding Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including any determination of the scope or applicability of this Section, shall be finally settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules then in effect, and judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The Parties shall share the costs of the arbitration equally; however, each Party shall be responsible for its own attorneys’ fees and other costs and expenses. The arbitration will be conducted in the English language, in the city of Boston, Massachusetts by a single arbitrator jointly selected by the parties in accordance with the AAA Rules. The arbitrator shall have the power to grant legal and equitable remedies, including awarding the prevailing party its attorneys’ fees and other costs of the arbitration, but they shall not grant punitive damages. To the extent federal and state law conflict as regards this contract, state law shall apply. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The award shall be final and binding upon all parties as from the date rendered and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accounting presented to the arbitral tribunal. The Parties acknowledge that they are irrevocably waiving the right to a trial in court, including a trial by jury and that all rights and remedies will be determined by an arbitrator and not by a judge or jury.

Section 14.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate

remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 14.16 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 14.17 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

Section 14.18 Legal Representation. Each Member hereby acknowledges that it has had the opportunity to consult with its independent attorney(s) and/or tax advisor(s) prior to the execution of this Agreement. Further, each Member hereby acknowledges and agrees that: (a) Vicente Sederberg LLP ("VS") has previously, is currently, and/or may in the future represent some or all of the Members holding Common or other Units or their respective Affiliates; (b) such Member retained VS to represent the Members in connection with this Agreement and the transactions contemplated hereby; (c) The Company expects to retain VS as legal counsel in connection with the management and operation the Company; (d) no current or future conflicts of interest may be asserted on the basis of the services rendered by VS in connection with this Agreement, such conflicts being hereby waived; (e) VS shall be permitted to represent the Company, the Board and such Member and its Affiliates in connection with any matter whatsoever, now or in the future, with the exception that, to the extent that VS has represented the Company, each Member hereby acknowledges and agrees that VS shall not be able to represent any Member individually in connection with a dispute between Members, and VS will not attempt to waive conflicts in order to do the same; and (f) each Member hereby waives any conflicts of interest that may arise in connection with any or all of the foregoing.

Section 14.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

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

MEMBERS:

Reken Holdings LLC

G&P Holdings LLC

By:
Its: Manager

By:
Its: Manager

Marie St. Fleur

An Individual

THE COMPANY:

High Street Cannabis Group LLC

By:
Its: Manager

**EXHIBIT A
FORM OF JOINDER AGREEMENT**

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of December 20,2021, (as amended, modified, restated or supplemented from time to time, the "Operating Agreement"), among High Street Cannabis Group LLC, a Massachusetts limited liability company (the "Company"), and its Members party thereto.

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

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

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of _____.

By: _____

Name: _____

EXHIBIT B
FORM OF MANAGER CONSENT & JOINDER AGREEMENT

The undersigned is executing and delivering this Manager Consent & Joinder Agreement (this “Manager Consent”) pursuant to the Limited Liability Company Agreement dated as of December 20, 2021 (as amended, modified, restated or supplemented from time to time, the “Operating Agreement”), among High Street Cannabis Group LLC, a Massachusetts limited liability company (the “Company”), its Managers, and its Members party thereto. All capitalized terms not otherwise defined in this Manager Consent shall have the meaning as provided in the Operating Agreement.

By executing and delivering this Manager Consent to the Company, the undersigned hereby:

1. Agrees to serve in the role of Manager of the Company, inclusive of all duties and responsibilities attendant to such role, and to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement in the same manner as if the undersigned were an original signatory to such agreement.
2. Represents and warrants to the Company that the undersigned is eligible to hold the position of Manager pursuant to the Regulatory Laws, and shall cooperate with the Company and take all such action necessary to obtain all approvals, as required by the Regulatory Laws, from the applicable Regulatory Authorities for the undersigned to be installed as a Manager;
3. Agrees that the undersigned’s appointment or election to the role of Manager shall not be effective, and that the undersigned shall not take any action or exercise any authority as Manager, unless and until the undersigned is approved by the applicable Regulatory Authorities to serve in such role, as required by the Regulatory Laws; and
4. Agrees that the undersigned shall be have no rights as a Member of the Company by virtue of this Manager Consent.

Accordingly, the undersigned has executed and delivered this Manager Consent as of

_____.

By: _____

Name: _____

**SCHEDULE A
MEMBERS SCHEDULE**

<u>Name</u>	<u>Common Units</u>	<u>Initial Capital Contribution</u>	<u>Additional Capital Contributions</u>
G&P Holdings LLC	49,000	\$490.00	
Reken Holdings LLC	42,000	\$420.00	
Marie St. Fleur	9,000	\$90.00	
TOTAL	100,000	\$1,000.00	

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Karlens Beauge, an authorized representative of High Street Cannabis Group LLC certify that the company does not have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



2/17/2022

Date

Name: Karlens Beauge

Title: Manager



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1689249472
Notice Date: February 20, 2022
Case ID: 0-001-417-389



CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



HIGH STREET CANNABIS GROUP
107 GREAT PLAIN AVE
WELLESLEY MA 02482-7210

000113

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for HIGH STREET CANNABIS GROUP. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: kch4ch

Edward W. Coyle, Jr., Chief
Collections Bureau

PLAN FOR OBTAINING LIABILITY INSURANCE

High Street Cannabis Group LLC (“High Street”) 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. High Street will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, High Street 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. High Street 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.



HIGH STREET CANNABIS GROUP LLC

BUSINESS PLAN

March 14, 2022

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

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

License Types

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

- Marijuana Retailer at 200 High St, Boston

What Drives Us

High Street’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 local communities in offsetting the cost of High Street’s operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

General

High Street has put together a team to implement the operations of the Marijuana Establishment and intends to create approximately 30 full-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over High Street team is or will be a controlling person with over more than three licenses in a particular class of license.

Founders/Executive Management Team

Gosder Cherilus is the founder of the Gosder Cherilus Foundation, supporting local communities by improving the lives of underserved and underprivileged populations. He also founded and serves as CEO of Bastion Companies, a diversified holdings company, and is the former CEO of Eagle Development Partners, which engaged in real estate development of residential, commercial, and mixed-use parcels in Boston, Woburn, and Quincy. Mr. Cherilus was awarded the 2021 President’s Volunteer Service Award for Lifetime Achievement from President Biden. As a Somerville native, he is dedicated to giving back to his community and working towards an equitable cannabis industry.

Karlens Beague currently serves as the General Manager of Beague’s Tailoring, overseeing daily operations, managing employees, and ensuring strict adherence to standard operating procedures.

Previously, he worked as the General Manager of Bastion Companies, gaining experience in real estate development, business management, and strategy. Mr. Beague is an effective leader with strong communication and interpersonal skills from years of managerial experience.

Paul Holian is the Founder and Owner of Right Coast Hospitality Group, LLC, which owns and operates high volume restaurants and bars across Massachusetts and Pennsylvania. Mr. Holian is a successful business owner with experience in building, financing, and growing successful businesses.

COMPANY DESCRIPTION

Structure

High Street is a Massachusetts domestic limited liability company that is applying for a License from the Commission to operate a Marijuana Retailer in the Commonwealth.

High Street 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

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

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

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

High Street 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.

High Street 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, High Street 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. High Street 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.

High Street 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.

High Street 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, High Street 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 High Street. If High Street 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 High Street has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

High Street and High Street agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

High Street 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.

High Street'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 High Street’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 High Street will maintain a current list of individuals with access. High Street will have security personnel on-site during business hours.

On-site consumption of marijuana by High Street’s employees and visitors will be prohibited.

Benefits to Host Communities

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

High Street’s host communities stand to benefit in various ways, including but not limited to the following:

1. Jobs: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: High Street 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 High Street’s security systems and processes.
5. Responsibility: High Street is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: High Street’s operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

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

Competitive Advantage

High Street possesses several strengths that separate High Street from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Regulations

High Street is a Massachusetts domestic limited liability company. High Street will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the

Department of Revenue, and the Department of Unemployment Assistance. High Street will apply for all state and local permits and approvals required to build out and operate the facility.

High Street 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, High Street will offer a wide range of products that will allow High Street to serve customers with a wide variety of needs. Products High Street intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Oral Mucosal and Sublingual Dissolving Tablets
4. Tinctures
5. Sprays
6. Pre-Dosed Oil Vaporizers
7. Ingestion Capsules
8. Infused Food and Beverages

Pricing Structure

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

MARKETING & SALES

Growth Strategy

High Street'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.

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

Communication

High Street 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 High Street 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.”

High Street 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, High Street will market its products and services to reach a wide range of qualified consumers.

High Street 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.

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

Sales

High Street will sell its products and services by engaging customers with knowledgeable personnel.

High Street 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.” High Street 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

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

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

An image of the logo can be found below:



FINAL REMARKS

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

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. High Street 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, High Street looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

High Street Cannabis Group LLC (“High Street”) will securely maintain personnel records, including registration status and background check records. High Street 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 High Street 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 High Street will undergo a detailed background investigation prior to being granted access to a High Street facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for High Street 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, High Street 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, High Street 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, High Street 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 High Street or the Commission.

Personnel Policies and Training

As outlined in High Street'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 High Street agents are required to complete training as detailed in High Street's Qualifications and Training plan which includes but is not limited to High Street'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).

High Street 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 High Street 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.

MAINTAINING OF FINANCIAL RECORDS

High Street Cannabis Group's ("High Street") 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 High Street.
- 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 High Street determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - High Street 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.

ENERGY COMPLIANCE PLAN

High Street Cannabis Group LLC (“High Street”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. High Street 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

High Street 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, High Street will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

High Street is in the process of considering opportunities for renewable energy generation (including wind and solar options). High Street’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although High Street may reconsider at a future date. High Street 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

High Street 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, High Street will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

High Street 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. High Street will also coordinate with its utility companies to explore any energy efficiency options available to High Street.

QUALIFICATIONS AND TRAINING

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

High Street will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that High Street discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and High Street 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 High Street’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A High Street 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 High Street or by a third-party vendor engaged by the High Street. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All High Street 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

High Street 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 High Street Agents which shall include:
 - Conduct of High Street 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.

High Street 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. High Street’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 High Street Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for High Street to maintain designation as a Responsible Vendor. Once the High Street 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.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), High Street Cannabis Group LLC (“High Street”) 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 High Street 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 High Street 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). High Street 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), High Street will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. High Street 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. High Street 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), High Street 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. High Street’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).

RECORDKEEPING PROCEDURES

General Overview

High Street Cannabis Group LLC (“High Street”) 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 High Street documents. Records will be stored at High Street 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 High Street 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 High Street’s quarter-end closing procedures. In addition, High Street’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 High Street.
- 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 High Street 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
 - High Street 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
 - High Street 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
 - High Street 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, High Street 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 High Street 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 High Street’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, High Street 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 High Street agents present during the disposal or other handling, with their signatures. High Street 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 High Street is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - High Street 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 High Street’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
 - High Street 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 High Street closes, all records will be kept for at least two (2) years at High Street's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, High Street 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 High Street'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 High Street'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 High Street 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 High Street, 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 High Street’s website.
 - Policies and procedures for the handling of cash on High Street 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
 - High Street 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

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

QUALITY CONTROL AND TESTING

Quality Control

High Street Cannabis Group LLC (“High Street”) will comply with the following sanitary requirements:

1. Any High Street 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 High Street 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. High Street’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 High Street’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. High Street’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. High Street 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. High Street’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. High Street’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. High Street’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. High Street 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. High Street acknowledges and understands that the Commission may require High Street to demonstrate the intended and actual use of any toxic items found on High Street’s premises;
11. High Street 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 High Street’s needs;

12. High Street'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. High Street will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. High Street 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. High Street 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.

High Street'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).

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

High Street 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 High Street 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

High Street 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 High Street 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 High Street'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 High Street'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.

High Street'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*. High Street acknowledges and understands that the Commission may require additional testing.

High Street'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 High Street 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.

High Street 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. High Street 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 High Street'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 High Street 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*.

DIVERSITY PLAN

Statement of Purpose

High Street co-owners Gosder Cherilus and Karlens Beauge have dedicated their professional careers to facilitating transformational changes that enhance the quality of life in vulnerable communities. Mr. Cherilus was awarded the 2021 President's Volunteer Service Award for Lifetime Achievement from President Biden. As such, High Street's Diversity and Inclusion Plan has been uniquely tailored to break down barriers to entering the cannabis industry that are specific to diverse or returning Bostonians.

Goals

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

- 100% of High Street's employees will identify as women, LGBTQ+, disabled, from an immigrant population, Veterans, or minorities. More specifically, High Street's hiring goals are as follows:
 - 70% minorities;
 - 50% women;
 - 10% veterans;
 - 10% people with disabilities;
 - 10% people who identify as LGBTQ+
- High Street will provide one-on-one cannabis career development services to a minimum of eight participants annually.

Programs

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

- High Street's job postings will emphasize that cannabis experience will occur on site and is not a prerequisite to be hired. Job postings may list ancillary industries with skills that are transferrable to the listed career.
- Career fairs will be hosted no less than annually. They will be held during both daytime and evening hours to accommodate individuals with nontraditional schedules. High Street will advertise such events in diverse publications (such as DiversityJobs.com) and via social media (Facebook and Instagram).
- Job Postings will be advertised with Blackjobs.com, United Latino Job Bank, LatPro.com, Black Career Network, HBCU Connect, Asian Hires, NAAAP Career Center, iHispano, Diversity Inc., and/or Diversity Job Board. Job advertisements will be placed as positions become available (but not less than annually).
- Comply with the City of Boston's Jobs and Living Wage Ordinance with starting salaries above \$17/hour; and routinely providing raises and bonuses to employees that are tenured and demonstrate exceptional performance as well as cost of living increases.
- Promote from within to provide employees with options for upward mobility within the organization. Employees will receive opportunities for career counseling, counseling on advancement opportunities, and training programs to assist them in career development.

- Offer other employment benefits, including healthcare, paid leave, transportation stipends, and retirement benefits, so that employees may support themselves and their families. All of these benefits will be clearly outlined during new employee orientation and training so that there is no ambiguity about what benefits are in place for employees.
- Sponsor training to its employees above and beyond the Responsible Vendor Training requirements set forth by the Commission and any also in addition to any necessary training for a given employee's immediate job responsibilities.
- Implementation of a mentorship program to create and foster an environment of trust and belonging.
- Ensure that the facility is accessible for individuals with disabilities to work comfortably.
- Providing Diversity and Inclusion Trainings at least once annually.
- Having an open-door policy and feedback loop between employees of all levels and the Executive Management Team and transparent discussions about issues of diversity, inclusion, and belonging.
- Placing suggestion boxes in the back-of-house to allow employees to provide anonymous feedback and will also set up a clear reporting structure and open-door environment to ensure employees are comfortable raising concerns. A clearly defined policy banning retaliation will be instituted.
- High Street will provide mentorship programs to qualifying individuals that are interested in entering the cannabis industry at any level, including entry level employment, managerial staff, owning their own business, or providing ancillary services to a cannabis company. Each mentee will receive three days of onsite training on the topics of their choice, which may include regulatory compliance, inventory management, SOP development, retail sales, business plan development, customer service, or soft skills such as interviewing or resume writing. Mentees will be allowed to participate in all on-site workforce development opportunities made available to establishment staff and will be paired with a senior employee, based on a needs assessment survey, who will serve as a mentor for professional growth, networking opportunities, and business development guidance.

Measurements

The co-founders will administer the Plan and will be responsible for developing measurable outcomes to ensure High Street continues to meet its commitments. Such measurable outcomes, in accordance with High Street's goals and programs described above, include:

- Provide an optional questionnaire at the time of hire requesting employees to provide information as to how they self-identify and retain the records confidentially (Quantitative data source: Employee responses).
- Annually upon renewal, provide an anonymized spreadsheet indicating how 100 percent of employees meet the company's goals (Quantitative data source: employee responses).
- Annually upon renewal, provide documentation surrounding employment partnerships, career fairs, and job postings (Quantitative data source: partnership letters, flyers and notices, attendance logs).

- Annually upon renewal, provide a training log evidencing the dates of workforce development training and/or Diversity and Inclusion training with attendance logs (Quantitative data source: training materials, attendance logs).
- Solicit employee feedback biannually regarding the quality of High Street’s diversity and inclusion initiatives (Qualitative data: employee feedback).
- High Street employees will log the support they provided to the mentor, the number of hours spent supporting the student, and other information as pertinent (quantitative data source: hourly tracker; qualitative data source: employee logs).
- High Street employees will keep a record of outreach for the mentorship program (quantitative data source: web postings, outreach to community leaders, applications).
- Annually upon renewal, High Street’s general manager will compile a report outlining career development services provided.

Beginning upon receipt of High Street’s first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, High Street will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The co-founders will review and evaluate High Street’s measurable outcomes no less than twice annually to ensure that High Street is meeting its commitments. High Street is mindful that demonstration of the Plan’s progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- High Street 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 High Street will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.