



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

**License Number:** MR284969  
**Original Issued Date:** 12/19/2023  
**Issued Date:** 12/12/2024  
**Expiration Date:** 12/19/2025

## ABOUT THE MARIJUANA ESTABLISHMENT

**Business Legal Name:** Yellow House Cannabis LLC

**Phone Number:** 603-396-0792 **Email Address:** mallen@yellowcannabisma.com

**Business Address 1:** 405-409 Middlesex Rd

**Business Address 2:**

**Business City:** Tyngsborough **Business State:** MA

**Business Zip Code:** 01879

**Mailing Address 1:** 47 Bailey Drive

**Mailing Address 2:**

**Mailing City:** Rochester

**Mailing State:** NH

**Mailing Zip Code:** 03868

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

**Certified Disadvantaged Business Enterprises (DBEs):** Veteran-Owned Business

## PRIORITY APPLICANT

**Priority Applicant:** no

**Priority Applicant Type:** Not a Priority Applicant

**Economic Empowerment Applicant Certification Number:**

**RMD Priority Certification Number:**

## RMD INFORMATION

**Name of RMD:**

**Department of Public Health RMD Registration Number:**

**Operational and Registration Status:**

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

no

**If no, describe the circumstances below:**

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

**Person with Direct or Indirect Authority 1**

**Percentage Of Ownership:** 75

**Percentage Of Control:** 75

**Role:** Owner / Partner

**Other Role:**

**First Name:** Michael

**Last Name:** Allen

**Suffix:**

**Gender:** Male

**User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 13 Percentage Of Control: 13

Role: Owner / Partner Other Role:

First Name: Andreas Last Name: Sowa Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 12 Percentage Of Control: 12

Role: Owner / Partner Other Role:

First Name: Amadeus Last Name: Sowa 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: 75 Percentage of Ownership: 75

Entity Legal Name: Yellow HC LLC Entity DBA: DBA City: Tyngsborough

Entity Description: Massachusetts LLC

Foreign Subsidiary Narrative:

Entity Phone: Entity Email: Entity Website:

Entity Address 1: Entity Address 2:

Entity City: Entity State: Entity Zip Code:

Entity Mailing Address 1: Entity Mailing Address 2:

Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:

Relationship Description: Yellow HC LLC is a 75% Member/owner of Yellow House Cannabis LLC

Entity with Direct or Indirect Authority 2

Percentage of Control: 25 Percentage of Ownership: 25

Entity Legal Name: Trichome Industries LLC Entity DBA: DBA City:

Entity Description: Massachusetts LLC

Foreign Subsidiary Narrative:

Entity Phone: Entity Email: Entity Website:

Entity Address 1: Entity Address 2:

Entity City: Entity State: Entity Zip Code:

Entity Mailing Address 1: Entity Mailing Address 2:

Entity Mailing City: Entity Mailing State: Entity Mailing Zip Code:

Relationship Description: Trichome Industries LLC is a 25% Member/owner of Yellow House Cannabis LLC

CLOSE ASSOCIATES AND MEMBERS

No records found

### CAPITAL RESOURCES - INDIVIDUALS

No records found

### CAPITAL RESOURCES - ENTITIES

#### Entity Contributing Capital 1

<b>Entity Legal Name:</b> Yellow House Cannabis LLC	<b>Entity DBA:</b>		
<b>Email:</b> mallen@yellowcannabisma.com	<b>Phone:</b> 603-396-0792		
<b>Address 1:</b> 405-409 Middlesex Road	<b>Address 2:</b>		
<b>City:</b> Tyngsborough	<b>State:</b> MA	<b>Zip Code:</b> 01879	
<b>Types of Capital:</b> Monetary/Equity	<b>Other Type of Capital:</b>	<b>Total Value of Capital Provided:</b> \$75000	<b>Percentage of Initial Capital:</b> 100
<b>Capital Attestation:</b> Yes			

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

#### Individual 1

<b>First Name:</b> Michael	<b>Last Name:</b> Allen	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Solar Therapeutics Inc.	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Somerset	<b>Marijuana Establishment State:</b> MA	

#### Individual 2

<b>First Name:</b> Michael	<b>Last Name:</b> Allen	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Solar Therapeutics, Inc.	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Somerset	<b>Marijuana Establishment State:</b> MA	

#### Individual 3

<b>First Name:</b> Michael	<b>Last Name:</b> Allen	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Solar Therapeutics, Inc.	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Somerset	<b>Marijuana Establishment State:</b> MA	

#### Individual 4

<b>First Name:</b> Michael	<b>Last Name:</b> Allen	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Solar Therapeutics, Inc.	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Dartmouth	<b>Marijuana Establishment State:</b> MA	

#### Individual 5

<b>First Name:</b> Michael	<b>Last Name:</b> Allen	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Solar Therapeutics, Inc.	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Seekonk	<b>Marijuana Establishment State:</b> MA	

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

**Establishment Address 1:** 405-409 Middlesex Road

**Establishment Address 2:**

**Establishment City:** Tyngsborough

**Establishment Zip Code:** 01879

**Approximate square footage of the establishment:** 3900

**How many abutters does this property have?:** 19

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Updated Plan to remain compliant 10-22-24.pdf	pdf	671973aca18da60008deef64	10/23/2024
Executed HCA	HCA Yellow House Cannabis LLC-Fully Executed 10-23-24.pdf	pdf	67197616a18da60008def6b5	10/23/2024

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.: \$

### POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	8.8.23 Yellow House_Positive Impact Plan.pdf	pdf	64d507b922035f0008016091	08/10/2023

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:  
First Name: Michael Last Name: Allen Suffix:  
RMD Association: RMD Owner  
Background Question: no

Individual Background Information 2

Role: Other Role:  
First Name: Andreas Last Name: Sowa Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 3

Role: Other Role:  
First Name: Amadeus Last Name: Sowa Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner Other Role:  
Entity Legal Name: YELLOW HC LLC Entity DBA:  
Entity Description: Mass LLC  
Phone: 603-396-0792 Email: mallen@yellowcannabisma.com  
Primary Business Address 1: 47 Bailey Drive Primary Business Address 2:

Primary Business City: Rochester Primary Business State: NH Principal Business Zip Code: 03868

Additional Information:

Entity Background Check Information 2

Role: Partner

Other Role:

Entity Legal Name: Trichome Industries LLC

Entity DBA:

Entity Description: Mass LLC

Phone: 978-644-2064

Email: info@trichome.industries

Primary Business Address 1: 379 Amherst St

Primary Business Address 2: Suite 156

Primary Business City: Nashua

Primary Business State: NH

Principal Business Zip Code:

03063

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	YELLOW HOUSE CANNABIS LLC - Cert of Formation.pdf	pdf	64cc09e922035f0008fb8509	08/03/2023
Secretary of Commonwealth - Certificate of Good Standing	8.8.23 Yellow House Cannabis_ Cert of Good Standing.pdf	pdf	64d3c921e317fe0008fd2d0a	08/09/2023
Department of Unemployment Assistance - Certificate of Good standing	8.17.23 Letter re Cert of Good Standing - Unemployment Matters.pdf	pdf	64d3cc6622035f000800405d	08/09/2023
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR.pdf	pdf	64e8cda1832c6e0008324bbf	08/25/2023
Bylaws	Operating Agreement - Yellow House Cannabis LLC FINAL (Corrected).pdf	pdf	6500883d2de47a00085f4454	09/12/2023

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	MTC good standing letter.pdf	pdf	66c8f1151ddcb20009edd132	08/23/2024
Department of Unemployment Assistance - Certificate of Good standing	DUA certificate of compliance.pdf	pdf	66c903fb1ddcb20009ede255	08/23/2024
Secretary of Commonwealth - Certificate of Good Standing	Secretary of the Commonwealth.pdf	pdf	66d08cb01ddcb20009f2f18d	08/29/2024

Massachusetts Business Identification Number: 001651361

Doing-Business-As Name: House Premium Cannabis

DBA Registration City: Tyngsborough

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Business Plan	8.10.23 Yellow House - Business Plan.pdf	pdf	64d5824d22035f000802209b	08/10/2023
Plan for Liability Insurance	8.17.23 Attestation re Liability Insurance.pdf	pdf	64d5837822035f0008022142	08/10/2023
Proposed Timeline	Proposed Timeline Updated.pdf	pdf	66c90e0a1a9ec90008a11ecd	08/23/2024
Operating Agreement or Articles of Incorporation	BUSINESS PLAN ATTESTATION.pdf	pdf	671962a224916600084637f2	10/23/2024
Capitalization Table	Operating Agreement - Yellow House Cannabis LLC Capitalization Table.pdf	pdf	6719644824916600084639e8	10/23/2024

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	64d50d8ee317fe0008fe59b1	08/10/2023
Inventory procedures	Inventory Procedures..pdf	pdf	64d50d90e317fe0008fe59c5	08/10/2023
Maintaining of financial records	Maintaining of Financial Records2.pdf	pdf	64d50dfae317fe0008fe5b5f	08/10/2023
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older.pdf	pdf	64d50e5c22035f000801718b	08/10/2023
Prevention of diversion	Prevention of Diversion..pdf	pdf	64d50e5ee317fe0008fe5cfc	08/10/2023
Qualifications and training	Qualifications and Training.pdf	pdf	64d50e6122035f00080171ae	08/10/2023
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	64d50e62e317fe0008fe5d33	08/10/2023
Storage of marijuana	Storage of Marijuana.pdf	pdf	64d50eb222035f0008017250	08/10/2023
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	64d50eb4e317fe0008fe5e04	08/10/2023
Quality control and testing	Quality Control and Testing.pdf	pdf	64d50eb6e317fe0008fe5e1f	08/10/2023
Record Keeping procedures	Recordkeeping Procedures.pdf	pdf	64d50eb9e317fe0008fe5e33	08/10/2023
Diversity plan	8.8.23 Yellow House_Diversity Plan.pdf	pdf	64d50eee22035f00080172d9	08/10/2023
Dispensing procedures	Yellow House_Dispensing Procedures.pdf	pdf	64eca79e832c6e000833c7b7	08/28/2023
Security plan	Yellow House_Security Plan.pdf	pdf	64eca7f317e1dc00088c1d0d	08/28/2023
Plan for obtaining marijuana or marijuana products	Yellow House_Plan for Obtaining Marijuana.pdf	pdf	64ecaa2d17e1dc00088c21ea	08/28/2023

### 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 Agree

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 Agree

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: YHC is in the process of planning a recruitment strategy for hiring in the coming months that includes working towards our listed goals. Our educational seminar will be planned once we commence operations.

#### 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: 10:00 AM	Sunday To: 8:00 PM

## **PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Yellow House Cannabis LLC (“Yellow House”) will remain compliant at all times with the local zoning requirements set forth in the Town of Tyngsborough’s Zoning Bylaw. In accordance with the Zoning Bylaw, Yellow House’s proposed Marijuana Retailer is located in the B-3 Zoning District, where Marijuana Retailers are allowed subject to receipt of a Special Permit from the Planning Board.

In compliance with Section 5.40.01 of the Zoning Bylaws, the property is not located within 500 feet of any pre-existing public or private school, licensed day-care center, church, library, playground, or indoor and outdoor active recreation area for children.

As required by Tyngsborough’s Zoning Bylaw, Yellow House has been granted a Special Permit from the Planning Board. A special permit granted under Tyngsborough’s Zoning Bylaw has a term limited to the duration of Yellow House’s ownership of the Marijuana Retailer at the premises. A special permit may be transferred only with the approval of the Planning Board in the form of an amendment to the special permit.

As a condition of its special permit, Yellow House will file an annual report no later than January 31st, providing a copy of all current applicable state licenses required under 935 CMR 500.000 and 105 CMR 725.000 and demonstrate continued compliance with the conditions of the special permit as well as local and state regulations. A copy of the annual report will also be filed with the Board of Health. Notice of delivery will be made to the Planning Board.

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

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



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

### Goals

In order for Yellow House Cannabis, LLC to positively impact past or present residents of Lawrence and Lowell<sup>1</sup>, Yellow House has established the following goals:

- Hiring such that 5% of staff are Lawrence residents and 5% of staff are Lowell residents;
- Hosting at least one (1) annual educational seminar for residents of Lawrence or Lowell.

### Programs

Yellow House has developed specific programs to effectuate its stated goals to positively impact past or present residents of Lowell (within Commission-identified census tracts) and Lawrence. Such programs will include the following:

- Creating a hiring program for Lawrence and Lowell residents whereby open positions will be advertised (as they become available, but not less than annually) in the Lowell Sun.
- Hosting an educational seminar (no less than annually) for residents of Lowell or Lawrence. The educational seminar will be advertised on Yellow House's website, Facebook page, and in the Lowell Sun. Participants will be required to attest that they are at least 21 years of age and a resident of Lawrence or Lowell (within Commission-identified census tracts). The educational seminars will be held virtually and will be able to accommodate no fewer than ten (10) participants. Topics covered will include cannabis retailer operations, operational compliance, and cannabis business best practices.

### Measurements

The Human Resources Department will administer the Plan and will be responsible for developing measurable outcomes to ensure Yellow House continues to meet its commitments. Such measurable outcomes, in accordance with Yellow House's goals and programs described above, include:

- Completing a demographic survey of employees to identify the percentage of employees who are residents of Lawrence and Lowell (within Commission-identified census tracts), and documenting advertisements placed in the Lowell Sun.
- Documenting the educational seminars provided, including the number of participants, copies of any advertisements, and any materials used.

Beginning upon receipt of Yellow House's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Yellow House 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 Human Resources Department will review and evaluate Yellow House's measurable outcomes annually to

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<sup>1</sup> Specifically from Census Tracts 3101, 3104, 3111, 3112, 3117, 3118, 3119, 3120, and 3124, as identified by the Cannabis Control Commission.

ensure that Yellow House is meeting its commitments. Yellow House is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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



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

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001651361

1. The exact name of the limited liability company is: YELLOW HOUSE CANNABIS LLC

**2a. Location of its principal office:**

No. and Street: 405-409 MIDDLESEX ROAD  
City or Town: TYNGSBOROUGH State: MA Zip: 01879 Country: USA

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

No. and Street: 405-409 MIDDLESEX ROAD  
City or Town: TYNGSBOROUGH State: MA Zip: 01879 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:**

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO ENGAGE IN THE BUSINESS OF: PURSUING THE NECESSARY APPROVALS TO OPERATE A RETAIL CANNABIS ESTABLISHMENT, INCLUDING THE APPLICATION OF A COMMUNITY HOST AGREEMENT AND RETAIL LICENSE WITH THE CANNABIS CONTROL COMMISSION AS IS NECESSARY TO OPEN RETAIL AND MEDICAL MARIJUANA DISPENSARIES; AND TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO. ALSO, RESIDENTIAL AND COMMERCIAL BUILDING, CONSTRUCTION, REPAIR, RENOVATION, REMODELING AND DESIGN, INCLUDING, BUT NOT LIMITED TO, DEVELOPMENT SERVICES, INVESTMENT IN, AND OWNERSHIP AND DEVELOPMENT OF, REAL ESTATE AND INTERESTS THEREIN, INCLUDING BUYING, ACQUIRING, OWNING, OPERATING, SELLING, LEASING, FINANCING, REFINANCING, DISPOSING OF AND OTHERWISE DEALING WITH INTERESTS IN REAL ESTATE, DIRECTLY OR INDIRECTLY THROUGH JOINT VENTURES, PARTNERSHIPS OR OTHER ENTITIES. IN ADDITION, THE LIMITED LIABILITY COMPANY MAY ENGAGE IN ANY LAWFUL BUSINESS PERMITTED BY THE MASSACHUSETTS LIMITED LIABILITY COMPANY ACT.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: PHILIP M ELIOPOULOS  
No. and Street: 9 NORTH ROAD  
City or Town: CHELMSFORD State: MA Zip: 01824 Country: USA

I, PHILIP M. ELIOPOULOS 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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
MANAGER	YELLOW HC LLC	47 BAILEY DRIVE ROCHESTER, NH 03868 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	YELLOW HC LLC	47 BAILEY DRIVE ROCHESTER, NH 03868 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	YELLOW HC LLC	47 BAILEY DRIVE ROCHESTER, NH 03868 USA

**9. Additional matters:**

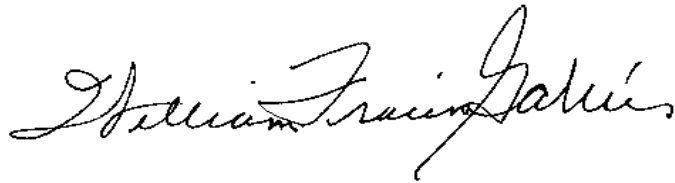
**SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of April, 2023,  
MICHAEL JOSEPH ALLEN**

*(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:

April 19, 2023 03:07 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



William Francis Galvin  
Secretary of the  
Commonwealth

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

August 8, 2023

TO WHOM IT MAY CONCERN:

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

**YELLOW HOUSE CANNABIS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 19, 2023**.

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:  
**YELLOW HC LLC**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **YELLOW HC LLC**



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

*William Francis Galvin*  
Secretary of the Commonwealth



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



YELLOW HOUSE CANNABIS LLC  
405 MIDDLESEX RD  
TYNGSBORO MA 01879-1020

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

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

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

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

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

OPERATING AGREEMENT  
OF  
YELLOW HOUSE CANNABIS LLC,  
A MASSACHUSETTS LIMITED LIABILITY COMPANY  
Dated as of April 19, 2023



OPERATING AGREEMENT

OF

YELLOW HOUSE CANNABIS LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

This Operating Agreement (as the same may be amended from time to time, the “**Agreement**”) of Yellow House Cannabis LLC, a Massachusetts limited liability (the “**Company**”), is entered into as of April 19, 2023 by and among the Company and the parties listed on Exhibit A hereto. The parties listed on Exhibit A, as the same may be amended from time to time in accordance with the provisions of this Agreement, are individually referred to as a “**Member**” and collectively as the “**Members**”.

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act, as amended (the “**Act**”) by filing the Certificate of Formation with the office of the Secretary of Commonwealth of Massachusetts on April 19, 2023; and

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

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

ARTICLE 1

DEFINITIONS

Section 1.1    Certain Defined Terms

The following capitalized terms shall have the following meanings when used in this Agreement.

**Accounting Period** means the period beginning on the day immediately succeeding the last day of the immediately preceding accounting period (or, in the case of the first accounting period, the date of this Agreement) and ending on the earliest to occur of the following: (i) the last day of the fiscal year; (ii) the day immediately preceding the day on which a Member makes an

additional contribution to, or a full or partial withdrawal from, its Capital Account; (iii) the day immediately preceding the day on which a new Member is admitted to the Company; or (iv) the date of termination of the Company in accordance with this Agreement.

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

**Act** has the meaning set forth in the Recitals.

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

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

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

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

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

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

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

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

**Class A Member** means the holder of all of the issued and outstanding Class A Units.

**Class A Unit(s)** means the voting Class A Units of the Company.

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

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

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

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

**Effective Date** means the date of this Agreement.

**Initial Capital Contribution** means the Capital Contribution of each Member, as set forth in Exhibit A.

**Insider(s)** has the meaning ascribed to it in Section 4.14(a).

**Insider Contracts** has the meaning ascribed to it in Section 2.7(a).

**Manager** means Yellow HC LLC, a Massachusetts limited liability company responsible for management of the Company, all in accordance with applicable provisions of the Act and this Agreement.

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

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

**Permitted Transfer** has the meaning ascribed to it in Section 7.3(a).

**Person** means any natural person, corporation, partnership, trust or other legal entity, whether organized for profit or not for profit.

**Pro Rata Portion** has the meaning ascribed to it in Sections 7.4(b) and 7.5(b).

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

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

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

**ROFO Acceptance** has the meaning ascribed to it in Section 7.4(a).

**ROFO Purchasing Member** has the meaning ascribed to it in Section 7.4(a).

**ROFO Sale Notice** has the meaning ascribed to it in Section 7.4(a).

**ROFO Sale Terms** has the meaning ascribed to it in Section 7.4(a).

**ROFO Selling Member** has the meaning ascribed to it in Section 7.4(a).

**ROFO Third-Party Purchaser** has the meaning ascribed to it in Section 7.4(c).

**ROFR Acceptance** has the meaning ascribed to it in Section 7.5(a).

**ROFR Purchasing Member** has the meaning ascribed to it in Section 7.5(a).

**ROFR Sale Notice** has the meaning ascribed to it in Section 7.5(a).

**ROFR Sale Terms** has the meaning ascribed to it in Section 7.5(a).

**ROFR Selling Member** has the meaning ascribed to it in Section 7.5(a).

**ROFR Third-Party Purchaser** has the meaning ascribed to it in Section 7.5(a).

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

**Services** has the meaning ascribed to it in Section 2.6.

**State** means the Commonwealth of Massachusetts.

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

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

**Transfer** means the sale, exchange, assignment, transfer, pledge, hypothecation or

otherwise encumbrance, alienation or disposal of, voluntarily or by operation of law, all or any portion of, or right in or to, the Units.

**Treasury Regulations** means any regulations promulgated under the Code.

**Units** means limited liability company interests that are denominated as units of authorized capital of the Company from time to time outstanding.

## ARTICLE 2

### GENERAL

#### Section 2.1 Preliminary Statement

The Company was formed by the filing of the Certificate with the Secretary of the Commonwealth of Massachusetts on April 19, 2023. The purposes of this Agreement are to (i) set forth the rights, obligations and duties of the Members and the Company and (ii) adopt this Agreement as the Limited Liability Company Agreement of the Company, as contemplated by the Act. To the extent that the rights, powers, duties, obligations or liabilities of any Member are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Manager shall from time to time take all actions which it may deem to be necessary or advisable for the continuation of the Company as a limited liability company under the Act and qualify the Company to act in any other state where the Manager deems qualification necessary or desirable, so long as the liability of the Members is limited in substantially the same manner as provided under the Act and this Agreement and provided the Members rights and benefits hereunder are not diminished.

#### Section 2.2 Name

The name of the Company shall be Yellow House Cannabis LLC

#### Section 2.3 Office

As of the date hereof, the principal office of the Company is located at 405-409 Middlesex Road, Tyngsborough, MA 01879. The registered office of the Company in Massachusetts is Philip Eliopoulos, 9 North Road, Chelmsford, MA 01824 and its agent for service of process in Massachusetts is Philip Eliopoulos. The Manager may, in its discretion, relocate the principal office or appoint a different agent for service of process.

#### Section 2.4 Fiscal Year

The fiscal year of the Company shall end on December 31, or such other day as the Manager from time to time shall determine.

#### Section 2.5 Duration

The Company shall have a perpetual term, unless a specific term is set forth in its

Certificate. The Company may be dissolved pursuant to this Agreement.

Section 2.6    Purposes of the Company

The Purpose of the Company is to engage in any activity for which limited liability companies may be organized in the Commonwealth of Massachusetts. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business purposes of activities of the Company. The initial business objective of the Company shall be to own and operate a State registered and licensed a recreational/adult use marijuana dispensary. Notwithstanding anything herein to the contrary, Company will not open a second retail location without the consent of all of the Members.

Section 2.7    Power and Authority

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 2.8 No State Law Partnership

The Members intend that the Company shall not be a partnership, either general or limited, or a joint venture in that no Member or officer shall be a partner or joint venturer of any other Member or officer for any purpose other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to the contrary. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

### ARTICLE 3

#### MEMBERS

#### Section 3.1 Place of Meetings

Any meeting of the Members shall be held at the principal office of the Company or at

such other place, within or without the State of Massachusetts, as shall be designated by the Manager, including without limitation telephonic meetings pursuant to Section 3.5.

### Section 3.2 Notice of Member Meetings

Meetings of the Members may be held at such place, time place and manner (in-person or otherwise) and at such times as the Manager and/or Members representing a majority of the then outstanding Class A Units by providing notice at least five (5) days prior to the date of giving of such notice together with the business to be transacted or the purpose of the meeting to be specified in said notice; provided that telephonic meetings shall be permitted and suffice for this purpose. Such notice shall be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Member. Such notice shall specify the place, day, hour and manner of the meeting.

### Section 3.3 Waiver of Notice

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

### Section 3.4 Quorum

With respect to any meeting of Members, the presence in person or by proxy of the holders of a majority of the issued and outstanding Units of the Company shall constitute a quorum with respect to matters that require that vote of the Members in accordance with this Agreement or the Act. Members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough issued and outstanding Units entitled to vote to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those Members present may adjourn the meeting to such time and place as they may determine.

### Section 3.5 Telephonic Meetings

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

### Section 3.6 Voting Power and Rights

Except as otherwise provided for herein, the Class A Units shall be entitled to vote on all matters required by law or by the Certificate or this Agreement to be voted upon or approved by the Members. The Class A Member shall be entitled to vote at any regular or special meeting of the Members. To the extent a matter must be voted upon by all Members, all actions or vote with



respect to such matter shall be a valid and effective act of the Company upon the consent of Members holding a majority of all the issued and outstanding Units.

### Section 3.7    Members

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

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

### Section 3.8    No Liability of Members

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

### Section 3.9    Other Activities

The Members and their Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

### Section 3.10   Qualifications of Members

Each Member, to the extent required by applicable law, shall be an Accredited Investor.

## ARTICLE 4

### MANAGEMENT OF THE COMPANY; MEMBERS

Section 4.1    Manager

(a)    The business and affairs of the Company shall be managed by or under the direction of the Manager, which shall be Yellow HC LLC, a Massachusetts limited liability company.

(b)    Reserved.

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

Section 4.2    Election of Manager; Terms; Voting

The Manager shall hold office until it no longer owns a majority of all of the issued and outstanding Class A Units, at which time, upon a vote of the majority of the Class A Members, a new Manager may be appointed.

Section 4.3    Reserved

Section 4.4    Compensation of Manager

The Manager shall not receive compensation for its services as Manager.

Section 4.5    Manager of Manager

Michael Joseph Allen shall serve as the manager of the Manager with all authority to act on its behalf, subject to the Manager's operating agreement.

Section 4.6    Regular Meetings

The Manager shall hold such regular meetings at such times and places as it may determine.

Section 4.7    Special Meetings

The Manager shall hold such special meetings at such times and places as it may determine, to be designated in the notice of such meeting.

Section 4.8    Notice of Meetings

Meetings of the Members may be held without five (5) days' notice at such places and at such times as the Manager may from time to time determine; provided that telephonic meetings shall be permitted and suffice for this purpose. Such notice shall be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Member. Such notice shall specify the place, day and hour of the meeting together with the business to be transacted or the purpose of the meeting.

Section 4.9 Waiver of Notice

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

Section 4.10 Action by Consent

Except as is otherwise specifically provided for herein, any action which may be taken at a meeting of the Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members who would be entitled to vote at such meeting and shall be filed with the records of proceedings of the Members of the Company.

Section 4.11 Telephonic Meetings

The Members may participate in any regular or special meeting of the Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 4.12 Quorum; Requisite Vote

Except as is otherwise specifically provided for herein, the Manager in office shall be necessary to constitute a quorum for the transaction of business and the acts of the Members present at a meeting at which a quorum is present shall be the acts of the Members.

Section 4.13 Reserved

Section 4.14 Interested Member or Officer Contracts

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

- (i) All material facts as to such contract, and such Insider’s interest therein (if any), have been disclosed to or are known by all the Members and such contract or amendment thereto has been specifically approved in good faith by the majority of the Members, without counting the vote of any interested Member; or

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

Members so interested may be counted when present at meetings of the Members for the purpose of determining the existence of a quorum.

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

#### Section 4.15 Removal of Manager

The Manager, or whomever is authorized to act on its behalf, may only be removed by (i) the vote of the majority of the holders of Class A Units, which may then vote on a replacement Manager, to be elected by the majority vote of the holder of Class A Units, or (ii) if the Manager, or whomever is authorized to act on its behalf, commits fraud, gross negligence or willful misconduct.

#### Section 4.16 Scope of Authority of Manager

Unless otherwise required by the Act or the express provisions of this Agreement, the Manager shall have the exclusive power and authority to manage the day-to-day business and affairs of the Company, and to carry out and exercise any and all of the purposes and powers of the Company set forth in Section 2.6 and 2.7, without the necessity of a meeting of the Members including, without limitation, the power to:

- (i) open, maintain and close bank accounts and draw checks or other orders for the payment of money;
- (ii) receive, acknowledge receipt for, account for, deposit, dispose of and/or otherwise handle all securities, checks, money and other assets or liabilities of the Company;
- (iii) hire employees, bankers, attorneys, accountants, consultants, custodians, contractors and other agents, and pay them reasonable compensation;
- (iv) maintain one or more offices within or without the Commonwealth of Massachusetts and in connection therewith rent or acquire office space and do such other acts as may be advisable in connection with the maintenance of such offices;
- (v) obtain any and all types of insurance;
- (vi) negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of the Company's assets or liabilities;
- (vii) borrow money and issue evidences of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Company;

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

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

(x) enter into any agreement that requires consideration for goods or services payable by or to the Company;

(xi) conduct marketing, advertising or public relations efforts or campaigns of the Company, including, without limitation, developing, hosting and maintaining internet websites; and

(xii) do any and all acts required of the Company with respect to its interest in any other Person.

No Member, unless such Member is the Manager, shall have any power or authority to manage the business or affairs of the Company.

Section 4.17 Coordination With The Act

It is the intent of the parties that, for all purposes, the term Manager shall be deemed to be synonymous with the term Manager as used in the Act, and the term Member or Members shall be deemed to be synonymous with the term member or members as used in the Act.

Section 4.18 Other Activities

The Insiders, other than the Manager and Officers of the Company, and their respective Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

ARTICLE 5

OFFICERS

Section 5.1 Number and Election

The Manager may appoint a President, a Treasurer and a Secretary as may be required by the Act and/or any applicable State or municipality applicable laws, rules, regulations or the like, and may appoint such other officers and agents as the Manager may deem appropriate. Any such officers shall have the authority of the Manager to act on behalf of and to bind the Company to the full extent of the Manager's delegation of authority to such officers.

Section 5.2    Qualifications

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

Section 5.3    Term of Office

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

Section 5.4    Chief Executive Officer, Chief Operating Officer and Chief Financial Officer

The Manager may appoint a Chief Executive Officer, Chief Operating Officer and Chief Financial Officer, such officers to have the authority of the Manager to act on behalf of and to bind the Company to the full extent of the Manager's delegation of authority to such officers.

Section 5.5    President

To the extent appointed by the Manager, the President shall supervise generally and have executive powers concerning all of the operations of the Company and shall perform all duties incident to the office of the President including, without limitation, exercise of general operating powers concerning all the property, business and affairs of the Company. The President shall be charged with carrying out the policies, programs, orders and resolutions adopted or approved by the Manager, and shall have all powers and perform all duties incident to the office, and any further powers and duties as from time to time may be prescribed by the Manager. The President shall report to the Manager.

Section 5.6    Vice President

To the extent appointed by the Manager, the, in the absence of the President, the Vice President shall perform the duties of the President. The Vice President shall report to the Manager and shall have any further powers and duties as from time to time may be prescribed by the Manager.

Section 5.7    Treasurer

To the extent appointed by the Manager, the Treasurer shall be the chief financial officer of the Company and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and

shares. The Treasurer shall have custody of the funds and securities of the Company and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager or the President of the Company. The Treasurer shall have such other powers and perform such other duties as may from time to time be prescribed by the President or the Manager.

Section 5.8    Secretary

To the extent appointed by the Manager, the Secretary shall attend meetings of the Members, keep minutes thereof and Company documents and materials in suitable books, and in general, perform all duties incident to the office of Secretary.

Section 5.9    Initial Officers.

The Manager shall be deemed to have appointed Michael Joseph Allen as the Company's initial Chief Executive Officer and such other officers that may be required by the relevant regulatory authorities.

Section 5.10   Other Activities

The officers of the Company and their respective Affiliates may engage in, possess interests in, own, operate or manage other business or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 5.11   Salaries of Officers

The Manager shall determine and set salaries and other compensation for the Company's officers, Officers of the Company and may be entitled to a salary and other compensation regardless if he or she is a member of the Manager.

ARTICLE 6

EXECUTION OF DOCUMENTS

Section 6.1    Checks, Etc.

The Manager, or with its approval, one or more officers, may from time to time designate such employees, persons, entities, officers or agents who shall have power on behalf of the Company, in its name, to sign and endorse checks and drafts and to authorize the wire transfers of funds.

Section 6.2    Other Documents.

Unless otherwise authorized in writing by the Manager, all contracts, leases, deeds, deeds of trust, mortgages, negotiable instruments, powers of attorney to transfer the equity interests of

Members and for other purposes, and all other documents requiring the authorization of the Manager of the Company shall be executed for and on behalf of the Company by the Person(s) designated in the Certificate, or if no Persons are so designated, by an officer or the Manager or by one (1) or more other Persons designated in writing by the Manager.

## ARTICLE 7

### UNIT CERTIFICATES AND TRANSFERS

#### Section 7.1 Unit Certificates

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

#### Section 7.2 Loss or Destruction of Unit Certificates

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

#### Section 7.3 Transfers of Units

(a) Restrictions on the Transfer of Interests. Subject to the exceptions below, no Member may Transfer any portion of any Units to any other Person without the prior consent of the Manager, which consent may be reasonably granted or withheld for any or no reason. Notwithstanding anything to the contrary contained herein, including without limitation the provisions of Sections 7.4 and 7.5, any Member may Transfer all or a portion of its Units (the following, each, a “**Permitted Transfer**”): (w) to another Member, (x) in the case of a Member who is a natural person, to (i) such Member's Relative, (ii) any trust, limited partnership, limited liability or other company primarily for the benefit of a Relative, (iii) any trust, limited partnership, limited liability or other company the beneficial owner of which includes only such Member, or (iv) any trust, limited partnership, limited liability or other company which is controlled directly or indirectly by such Member; (y) in the case of a Member who is not a natural person, to any partner, parent, subsidiary, equity holder or Affiliate of such Member; or (z) to another natural person or entity upon approval by the Manager; provided that any such transferee under clauses (w), (x), (y) or (z) immediately above shall agree in writing to be bound by, and the Units so transferred shall remain subject to, the terms and conditions of this Agreement; provided, further, that any proposed Transfer under this Section 7.3 must meet the following conditions unless so waived by the Manager, which conditions are intended, among other things, to ensure compliance



with the provisions of applicable laws:

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

(i) the Company shall receive from the Person to whom such transfer is made (a) such documents, instruments and certificates as may be requested by the Manager, pursuant to which the transferee shall become bound by this Agreement, (b) a certificate to the effect that the representations and information required to be furnished pursuant to this Agreement are (except as otherwise disclosed in writing to the Manager) true and correct with respect to such Person and (c) such other documents, opinions, instruments and certificates as the Manager shall request; and

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

(c) will not violate the laws of any state or the rules and regulations of any governmental authority applicable to such Transfers.

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

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

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

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

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

#### Section 7.4 Right of First Offer

(a) In the event that at any time any Member (a “**ROFO Selling Member**”) desires to Transfer its Units, the ROFO Selling Member shall provide written notice (the “**ROFO Sale Notice**”) of such desire to Transfer its Units to all other Members. The ROFO Sale Notice shall include the terms under which the ROFO Selling Member would be willing to sell such Units, including, without limitation, the purchase price for such Units (the “**ROFO Sale Terms**”). Each Member, subject to the last sentence of this Section 7.4(a), shall have the exclusive right, not more than thirty days after receipt of the ROFO Sale Notice (during which time the ROFO Selling Member may not sell such Units), to either: (i) decline to purchase such Units from the ROFO Selling Member, or (ii) provide to the ROFO Selling Member a written notice (the “**ROFO Acceptance**”) stating that the other Member, subject to the following sentence (a “**ROFO Purchasing Member**”), has agreed to acquire the Units of the ROFO Selling Member in accordance with the ROFO Sale Terms. For the avoidance of doubt, each Member may purchase Units under this Section 7.4. With respect to any right to purchase hereunder, Yellow HC LLC may assign its rights to make any such purchase hereunder to one or more of its existing Members, or any entity comprised entirely of existing members of Yellow House LLC.

(b) If a ROFO Acceptance is given by a ROFO Purchasing Member to the ROFO Selling Member as provided in Section 7.4(a) above, the ROFO Selling Member shall sell the subject Units to the ROFO Purchasing Member pursuant to the ROFO Sale Terms. If more than one ROFO Purchasing Member delivers a ROFO Acceptance, each such ROFO Purchasing Member shall be allocated its Pro Rata Portion of the offered Units, unless otherwise agreed by such ROFO Purchasing Members. For the purposes of this Section 7.4, “**Pro Rata Portion**” means, with respect to any eligible ROFO Purchasing Member, on the date of the ROFO Sale Notice, the number of Units equal to the product of: (A) the total number of offered Units, and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFO Purchasing Member by (z) the total number of Units owned by all of the ROFO Purchasing Members.

(c) Failure of all other Members to deliver the ROFO Acceptance within thirty (30) days of their receipt of the ROFO Sale Notice shall be deemed to be an election by the other Members not to purchase the Units of the ROFO Selling Member as provided pursuant to Section 7.4(a). In the event the other Members elect not to purchase such Units of the ROFO Selling Member, the ROFO Selling Member may then sell such Units to any third-party purchaser (a “**ROFO Third-Party Purchaser**”), provided that such sale to the ROFO Third-Party Purchaser is pursuant to terms not less favorable than the ROFO Sale Terms, as certified to the other Members by the ROFO Selling Member. If the ROFO Selling Member desires to sell the applicable Units to a ROFO Third-Party Purchaser on terms less favorable than the ROFO Sale Terms provided to the other Members, the ROFO Selling Member may not sell such Units without first providing the other Members with a revised ROFO Sale Notice and complying with the terms and provisions of this Section 7.4. The time period for the other Members to review and accept or deny such revised ROFO Sale Terms shall be fifteen days after receipt of the revised ROFO Sale Notice. Any permitted Transfer of Units to a ROFO Third-Party Purchaser under this Section 7.4(c) shall be subject to such ROFO Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(d) Notwithstanding the foregoing, this Section 7.4 shall not apply and a Member shall not have the right to purchase the Units of the other Member in connection with a Permitted Transfer.

## Section 7.5    Right of First Refusal

(a) In the event that a Member receives an offer from a third party to purchase any or all of the Member's Units (a "**ROFR Third-Party Purchaser**"), such Member (the "**ROFR Selling Member**") shall provide written notice (the "**ROFR Sale Notice**") to all other Members stating the terms of such proposed sale, including, without limitation, the purchase price for such Units (the "**ROFR Sale Terms**"), and including copies of all materials (including, without limitation, a signed term sheet) with respect to such proposed sale. Each Member, subject to the last sentence of this Section 7.5(a), shall have the exclusive right, not more than five (5) days after receipt of the ROFR Sale Notice (during which time the ROFR Selling Member may not sell such Units to the ROFR Third-Party Purchaser), to either: (i) decline to purchase such Units from the ROFR Selling Member, or (ii) provide to the ROFR Selling Member a written notice (the "**ROFR Acceptance**") stating that the other Member, subject to the following sentence (a "ROFR Purchasing Member"), has agreed to acquire the Units of the ROFR Selling Member in accordance with the ROFR Sale Terms. For the avoidance of doubt, each Member may purchase Units under this Section 7.5. With respect to any right to purchase hereunder, Yellow HC LLC may assign its rights to make any such purchase hereunder to one or more of its existing Members, or any entity comprised entirely of existing members of Yellow HC LLC.

(b) If an ROFR Acceptance is given by a ROFR Purchasing Member to the ROFR Selling Member as provided in Section 7.5(a) above, the ROFR Selling Member shall sell the subject Units to the ROFR Purchasing Member pursuant to the ROFR Sale Terms. If more than one ROFR Purchasing Member delivers a ROFR Acceptance, each such ROFR Purchasing Member shall be allocated its Pro Rata Portion of the subject Units, unless otherwise agreed by such ROFR Purchasing Members. For the purposes of this Section 7.5, "**Pro Rata Portion**" means, with respect to any eligible ROFR Purchasing Member, on the date of the ROFR Sale Notice, the number of Units, equal to the product of: (A) the total number of offered Units and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFR Purchasing Member by (z) the total number of Units owned by all of the ROFR Purchasing Members.

(c) Failure of all other Members to deliver the ROFR Acceptance within five (5) days after receipt of the ROFR Sale Notice shall be deemed to be an election by the other Members not to purchase the Units of the ROFR Selling Member as provided pursuant to Section 7.5(a). In the event the other Members elect not to purchase such Units of the ROFR

(d) Selling Member, the ROFR Selling Member may then sell such Units to the ROFR Third-Party Purchaser, provided that such sale to the ROFR Third-Party Purchaser is pursuant to terms not less favorable than the ROFR Sale Terms, as certified to the other Member by the ROFR Selling Member. If the ROFR Selling Member desires to sell the applicable Units to a ROFR Third-Party Purchaser on terms less favorable than the ROFR Sale Terms provided to the other Members, the ROFR Selling Member may not sell such Units without first providing the other Members with a revised ROFR Sale Notice and complying with the terms and provisions of this Section 7.5. The time period for the other Members to review and accept or deny such ROFR Sale Terms shall be fifteen days after receipt of such revised ROFR Sale Notice. Any permitted Transfer of a Units to a ROFR Third-Party Purchaser under this Section 7.5(c) shall be subject to such ROFR Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(e) Notwithstanding the foregoing, this Section 7.5 shall not apply and a Member

shall not have the right to purchase the Units of the other Members in connection with a Permitted Transfer.

#### Section 7.6 Tag-Along Rights

If at any time one or more Members (the “**Offering Members**”) shall propose a transfer of securities of the Company in one or more related transactions of Units constituting at least a majority of the outstanding Units, to a third party, the Offering Members shall give written notice to the Members and the Company of their intention to make such proposed transfer describing in reasonable detail the proposed transfer including, without limitation, the number and class of Units to be transferred, the nature of such transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee. In such event, each Member (the “**Tag Along Members**”) shall have the option, exercisable upon written consent of the Manager, to sell all, and not less than all of his, her or its interests in the Company to the proposed transferee at the price and upon the terms offered by the proposed transferee, and the proposed transferee shall be required to purchase the interest of each Tag Along Member at such price and upon the terms offered by the proposed transferee. By way of clarification, any transfer by the Offering Member holding a majority interest pursuant to this Section 7.6 shall not be subject to the right of first refusal or right of first offer set forth in Sections 7.4 and 7.5 hereof and the rights of the other Members to participate in such transfer as described in this Section 7.6 shall be in lieu of such Member’s rights under such Section 7.4 or 7.5. Notwithstanding the provisions of Section 7.6, this Section 7.6 shall not apply and a Member shall not have the so-called “tag-along rights” in connection with a Permitted Transfer.

#### Section 7.7 Drag-Along Rights

If at any time the Class A Member receives a bona fide offer from a third party to purchase, in one transaction or a series of related transactions, a majority of the outstanding Class A Units, the Class A Member shall have the right to require that each other Member (each, a “**Drag-Along Member**”) participates in such sale in the manner set forth in this Section 7.7, and each Drag-Along Member shall be required to sell its respective interests at the price and upon the terms offered to the Class A Member. Notwithstanding the provisions of Section 7.7, this Section 7.7 shall not apply and a Member shall not have the so-called “drag-along rights” in connection with a Permitted Transfer. Notwithstanding anything to the contrary in this Agreement, each Drag-Along Member shall vote in favor of the transaction and take all actions to waive any dissenters, appraisal or other similar rights.

#### Section 7.8 Other ROFR

Notwithstanding anything in this Agreement to the contract, any liquidation/sale of the Dispensary shall be at a value that, in the Operating Partner’s good faith judgment, is in the best interests of both the Operating Partner and the Trichome and shall not be subject to any related-party discount. In the event of a proposed sale of the dispensary, Trichome shall have the right of first refusal (the “Trichome ROFR”) to purchase the Dispensary upon the same terms as the proposed buyer and close within 120 days, such right of first refusal to be exercised, in writing, no later than five (5) days after Operating Partner provides notice to Trichome of notice that Operating Partner has reached definitive terms with a *bona fide* purchaser.

## ARTICLE 8

## INDEMNIFICATION OF MEMBERS, OFFICERS AND OTHERS

Section 8.1 Indemnification

The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Person is or was a Member, who is or was a Manager, or officer or counsel of the Company, or is or was serving at the request of the Company or the Manager as a partner, director, officer, principal, counsel or trustee of another corporation or business entity, or benefit plan or trust, against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, unless the Person seeking indemnification is determined to have been guilty of some gross negligence or willful misconduct, or otherwise not to have acted in good faith in the reasonable belief that his actions or omissions were in the best interests of the Company. The Company may, but shall not be required to, indemnify any employee, independent contractor or agent of the Company on the same terms, or on such other terms as the Manager reasonably deems appropriate. Notwithstanding the foregoing, a Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws to the maximum extent permitted by such laws.

Section 8.2 Advance Payment

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

Section 8.3 Non-Exclusivity of Article 8

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

Section 8.4 Insurance

The Company may, but is not obligated to, purchase and maintain insurance, at its expense, to protect itself, any Person entitled to indemnification hereunder and any other employee or agent of the Company or any Affiliate, whether or not the Company would have the power to indemnify such Person against such expense liability or loss under this Article 8.

Section 8.5    Exculpation

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

Section 8.6    Savings Clause

If this Article 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless such person indemnified pursuant to this Article 8 as to cost, charges and expenses, including reasonable attorneys' fees, judgments, finds and amounts paid in settlement with respect to any suit, action or proceeding including any appeal thereof to the full extent permitted by any applicable portion of this Article 8 that shall not have been so invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9

CAPITAL

Section 9.1    Authorized Capital and Units

(a)    Authorized Capital. As of the date hereof, the classes and number of issued and outstanding Units of Authorized Capital are as set forth on Exhibit A to this Agreement.

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

(c)    Reserved.

Section 9.2    Capital Contributions

(a)    Class A Member. The Class A Member has previously made contributions (capital and/or otherwise) as set forth on Exhibit A to the Company in connection with the issuance of its Units.

(b)    Reserved.

(c) Payment of Initial Capital Contributions. As a condition precedent to the issuance of Units, and a subscriber being admitted to the Company as a new Member, such subscriber shall first make a contribution to the capital of the Company in an amount equal to its Capital Contribution commitment. All Capital Contributions shall be made in cash, by certified check or by wire transfer of funds at the direction of the Manager, or in such other lawful form as the Manager may permit. No Member shall be obligated, or have the right, to make capital contributions to the Company in excess of its Capital Contribution commitment.

### Section 9.3 Capital Accounts

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

### Section 9.4 Withdrawals from Capital Accounts

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

### Section 9.5 Issuance of Units and Other Securities

The Manager is authorized, subject to the provisions of applicable law, the Company's Certificate and this Agreement, to issue from time to time any Authorized Capital of Units which is not then issued and outstanding. As of the date hereof, there are no Units of the Company that have not been issued and outstanding.

### Section 9.6 Additional Capital from Existing Members; Admission of New Members; Dilution

(a) If the Manager determine in good faith that additional capital is required by the Company, the Manager shall so notify the Members in writing, together with a statement of the amount of capital required and the reasons therefor. Each of the Members may, but shall not be required to, contribute additional capital to the Company on a pro rata basis. If less than all of the Members contribute additional capital, then the Members shall have the right to participate, on a pro rata basis, in any further offering of new and different Units to any Persons other than the existing Members as provided in Section 9.6(b). Capital contributions shall be due and payable within the period specified in the Manager's written notice to the Members, or on such other terms as the Manager may reasonably determine to be necessary and appropriate but in no event less than sixty (60) days.

(b) If all of the requisite capital is not committed to by all of the existing Members, then new Units in the Company different than existing classes of Units may be issued and acquiring Persons may become new (as applicable) Members of the Company, as determined from time to time by the Manager, upon terms and conditions determined in the reasonable business judgment

of the Manager to be commercially reasonable, provided that each such Member shall execute a counterpart signature page and agree to be bound by the terms and conditions of this Agreement, as it may be amended, to reflect the terms and conditions of admission of such new (as applicable) Members and/or new class of Units.

(c) If fewer than all of the Members participate in a capital call, and if the requisite capital needed is not fully committed to pursuant to the provisions of Section 9.6(b), then all of the requisite capital shall then be raised in the manner as reasonably determined by the Manager upon terms and conditions determined in the reasonable business judgment of the Manager to be commercially reasonable. With respect to any such transaction that involves the issuance of additional securities of the Company, each Member shall have a right of first refusal to purchase its pro rata share of any such securities. For purposes hereof, “pro rata” means the number of units equal to the ratio of (i) the number of Units held by such Member immediately prior to the issuance of such securities to (ii) the total number of Units outstanding immediately prior to the issuance of such securities. If the Company proposes to issue any such additional securities, it shall give each Member written notice of such intention, describing such securities, the price and terms and conditions upon which the Company proposes to issue the same. Each Member shall have sixty (60) days from the receipt of such notice to agree to purchase its pro rata share of such securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the number of Units to be purchased. To the extent any Member specifies a number in excess of his, her or its pro rata share, he, she or it may purchase additional offered securities to the extent they are not purchased by other Prospective Purchasers.

## ARTICLE 10

### PROFITS, LOSSES, DISTRIBUTIONS AND FEES

#### Section 10.1 Available Cash Flow

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

#### Section 10.2 Distribution of Available Cash Flow

(a) Available Cash Flow of the Company, if any, shall be distributed among the Members from time to time, but no less frequently than annually (except as provided in Section



10.2(a)(i)), as determined in good faith by the Manager and as follows:

(i) Tax Distributions. The Company, subject to having sufficient Available Cash Flow, shall declare and pay quarterly Tax Distributions to each Member, consistent with that as set forth on Exhibit A attached hereto (as may be amended from time to time to reflect additional investments and/or the admittance of additional Members), in an amount that the Manager determines in good faith is sufficient to fund the Members' estimated taxes for the then-current tax year, as well as declare and pay Tax Distributions to the Members before April 1 of each year for any remaining tax payments due by the Members with respect to the immediately preceding tax year of the Company; or in the case of a Capital Transaction, within thirty days of receipt of such proceeds by the Company, provided that, other than in the case of a Capital Transaction, each such Tax Distribution shall be subject to the Manager determining in good faith that such Tax Distribution shall not materially impair the liquidity of the Company. Notwithstanding anything to the contrary in this Section 10.2(a)(i), (A) no distributions shall be made pursuant to this Section 10.2(a)(i) if distributions otherwise made to such Member under Section 10.2 are sufficient to discharge such Member's tax liability; and (B) in making any determination of a Member's taxes, the Manager shall base its determination of the amount to be distributed under this Section 10.2(a)(i) on the cumulative distributive share of items of income, deduction, gain, loss, and credit allocable (or that would be allocable) to such Member's Units from the date of formation of the Company to the date on which such determination is made (or the end of the year for which the distribution is made, if earlier), in excess of the distributive share of such items from the formation of the Company to the beginning of the year for which such distribution is made.

(ii) Operations. Available Cash Flow, if any, shall be distributed: (A) *first*, to the payment of debts and liabilities of the Company including any debts and liabilities to a Member, including, but not limited to, any unpaid Tax Distributions pursuant to Section 10.2(a)(i), and (B) *second and thereafter*, to the Members *pro rata* in accordance with the percentage interests of each Member, as set forth on Exhibit A attached hereto (as may be amended from time to time to reflect additional investments and/or the admittance of additional Members).

(iii) Capital Transactions. Available Cash Flow arising from a Capital Transaction shall be distributed *first*, to the payment of debts and liabilities of the Company including any debts and liabilities to a Member, including, but not limited to, any unpaid Tax Distributions pursuant to Section 10.2(a)(i), and (B) *second and thereafter*, to the Members consistent with that as set forth on Exhibit A attached hereto (as may be amended from time to time to reflect additional investments and/or the admittance of additional Members).

(b) Distributions of Available Cash Flow shall be made to Members of record as of the record date established by the Manager, provided that tax distributions governed by the provisions of Section 10.2(a)(i) shall be made to each Person who has been allocated Net Profits with respect to which the tax distribution relates, irrespective of whether such person is still a Member on the record date or the actual date of the tax distribution.

(c) Notwithstanding anything to the contrary set forth in paragraph (a) of this Section 10.2, any Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 13.4 below.

### Section 10.3 Allocation of Profits and Losses

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

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

(ii) Profits shall be allocated as specified above in Section 10.2(a)(ii) (substituting the term "Profits" for "Available Cash Flow"), with due regard for distributions made pursuant to Sections 10.2(a)(i) and 13.4, and for differences between Available Cash Flow and the time at which Profits are recognized, the intent being at all times to substantially reflect the economic effect of distributions on a cumulative basis since the formation of the Company.

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

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

### Section 10.4 Allocations to Comply With Regulations

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

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

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

(ii) in determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Member's Capital Account shall be treated as if

it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Member in any future period over the net book profits reasonably expected to be allocated to such Member during (or prior to) the period in which such distributions are expected to be made.

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

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

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

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

## ARTICLE 11

### BOOKS OF ACCOUNT AND RECORDS

#### Section 11.1 Books and Records

The Company, acting through the officers and Manager, shall maintain complete and

accurate books and records using either the cash method or the accrual method of accounting, as the Manager may determine, and otherwise in accordance with Generally Accepted Accounting Principles (GAAP), consistently applied. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and, upon written request of a Member specifying the reason for such request (which reason shall be directly related to the interest of such Person as a Member), copying by the Members or their duly authorized representatives at such Member's expense. The Company may require, as a condition precedent to permitting inspection and copy of such records, that the requesting Member agree in writing that such Member will not provide the information to third parties other than legal counsel, accounting or other professional advisors, or make any other use of such information not directly related to such Person's interest as a Member. The Company will provide to all Members on an annual basis its reviewed (or audited) financial statements prepared by an independent CPA firm.

Members reserve the right to conduct an audit of Company's books and records. Company shall maintain complete and materially accurate records in accordance with generally accepted accounting practices consistently applied. Company shall retain such records for a period of three (3) years at all times and if such books and records are being audited by a Member, until such audit is completed. Company agrees to reasonably provide supporting documentation for any item within thirty (30) days after Member's written request therefore. Members and its authorized agents and representatives shall have the right to audit such records of Company during the respective periods in which Company is required to maintain such records, including, without limitation, the right of access to such records on Company's premises, rights to inspect and photocopy same, and the right to retain copies of such records outside of Member's premises with appropriate safeguards (including the keeping of such records strictly confidential), if such retention is deemed reasonably necessary by Members, in its sole discretion. The material correctness of Company's finances shall be determined from the result of any such audit(s). In the event Member's audit demonstrates that Members has received less than its Share of the Allocation of Profits and Losses, then Company shall pay such underpayment to Member(s) within ten (10) days of Company's receipt of Member's demand therefor. If the discrepancy disclosed by such audit is in excess of four (4.0%) percent of the amounts Member should have received in terms of its Allocation of Profits and Losses, Company shall also pay Members the reasonable cost of such audit within ten (10) days after demand therefor or, to the extent that Company disputes the findings of a Member's audit, then payment shall be due upon the final resolution of such dispute.

### Section 11.2 Tax Information

As soon as available after the end of each fiscal year of the Company, the Manager shall send or cause to be sent to each Member the tax information necessary for the preparation by such Member of his federal and other income tax returns.

### Section 11.3 Inspection of Property

The Company shall permit any Member, upon written demand under oath stating a purpose therefore reasonably related to its interest as a Member, during normal business hours and at such other times as the Member may reasonably request, to (i) examine the Company's financial records and make copies thereof or extracts therefrom at the Member's sole expense and (ii) discuss the affairs, finances and accounts of the Company with the Manager and officers of the Company,

provided that Company shall not be obligated to provide any information or access to a Member if or to the extent the Company is advised by its legal counsel that such action would result in a waiver of attorney/client privilege as between the Company and its legal counsel.

## ARTICLE 12

### DISSOLUTION OF THE COMPANY

#### Section 12.1 Events of Dissolution

The happening of any of the following events (each, a “**Dissolution Event**”) shall result in the immediate dissolution of the Company:

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

## ARTICLE 13

### ADDITIONAL PROVISIONS CONCERNING DISSOLUTION OF THE COMPANY

#### Section 13.1 Winding Up Affairs; Liquidation

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

#### Section 13.2 Time for Liquidation

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities so as to enable the Manager or liquidating agent or committee, as the case may be, to minimize the normal losses attendant to any such liquidation.

#### Section 13.3 Required Reports

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

#### Section 13.4 Distribution of Proceeds From Sale and Liquidation of Company Property

The net proceeds of liquidation and any other funds or property of the Company shall be distributed and applied to the extent available in the following order of priority:

(a) to the payment of debts and liabilities of the Company including any debts and liabilities to a Member, including, but not limited to, any unpaid Tax Distributions pursuant to Section 10.2(a)(i);

(b) to the setting up of any reserves which the Manager or the liquidating agent or committee, as the case may be, deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Company; and

(c) thereafter, and after taking into account any and all prior allocations and distributions by the Company for the current fiscal year, to the Members consistent with that as set forth on Exhibit A attached hereto (as may be amended from time to time with the consent of all of the existing Members to reflect additional investments and/or the admittance of additional Members).

#### Section 13.5 Capital Account Adjustments

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

#### Section 13.6 Compliance With Treasury Regulations.

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

(a) Distributions shall be made to the Members in accordance with Section 13.4 including, without limitation, distribution to Members who have positive Capital Account balances in compliance with Treasury Regulation Section 1.704-1(b).

(b) In the discretion of the Manager or the liquidating agent or committee, as the case may be, distributions pursuant to this Section may be distributed to a trust of which the Manager or the liquidating agent or committee is (are) the trustee(s) (hereinafter the Trustee) established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company so long as an opinion of counsel is obtained to the effect that such trust will not be taxed as an association taxable as a corporation. The assets of any such trust shall be distributed to the Members

from time to time, in the reasonable discretion of the Trustee, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; and a portion or all of such assets may be withheld by the Trustee to provide a reasonable reserve for liabilities.

Section 13.7 Limitation Obligation to Restore Deficit Capital Accounts

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

ARTICLE 14

AMENDMENTS

Except to the extent specifically set forth herein, this Agreement may be altered or amended only by the vote of the Manager; provided however that any Amendment that disproportionately and adversely effects any Member's rights under Section 10 or 13.4 shall be approved by such Member prior to such Amendment becoming effective. Any amendment to this Agreement approved in accordance with the terms of this Article 14 shall be binding upon all Members whether or not they consented to or joined in such amendment.

ARTICLE 15

REPRESENTATIONS AND WARRANTIES

Section 15.1 Representations and Warranties

(a) Each of the undersigned Members of the Company hereby represents and warrants to the other Members and to the Company as follows:

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

(ii) The undersigned acknowledges that: (i) the Units have not been registered under the Securities Act, or under the securities laws of any state, and therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of one or more states, or an exemption from registration is available; (ii) the Company is under no obligation to register the Units and the Company has no intention of making publicly available the information necessary for the Member to use the exemption from registration provided in Rule 144 promulgated under the Securities Act; (iii) there is no established or anticipated public market for the Units; (iv) the offering price of the Units has been arbitrarily determined; (v) the value of the Units is speculative; and (vi) transfer of the Units is restricted under the terms of this Agreement and by applicable law.

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

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

## ARTICLE 16

### MISCELLANEOUS PROVISIONS

#### Section 16.1 Tax Controversies

(i) Yellow HC LLC shall be designated the tax matters representative (the “**Tax Matters Representative**”) for the purposes of Code Section 6231(a)(7) for so long as it is a Member and willing to serve in that capacity. Should there be any questions or controversy with the Internal Revenue Service or other taxing authority involving the Company, such person shall act as the agent of the Company to resolve such question or controversy and may, on behalf of the Company, incur any expenses he deems necessary or advisable in the interest of the Members in connection with any such question or controversy, including professional fees and the cost of any protest, litigation and/or appeals;

(ii) The initial Tax Matters Representative shall be designated by the Manager, and shall have sole authority to act on behalf of the Company for purposes of subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws. For purposes of this Section 4.4(b), unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified;

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

(iv) Notwithstanding other provisions of this Agreement to the contrary, if any “partnership adjustments” (as defined in Code Section 6241(2)) is determined with respect to the Company, the Tax Matters Representative, in its discretion, may cause the Company to elect pursuant to Code Section 6226 to have such adjustment passed through to the Member 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 Matters Representative has not caused the Company to so elect pursuant to Code Section 6226, then any “imputed underpayment” (as determined in accordance with Code Section 6225) or “partnership adjustment” that does not give rise to an “imputed underpayment” shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by



the tax representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year; and

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

Section 16.2 Tax Elections

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

Section 16.3 Applicable Law Forum

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

Section 16.4 Counterparts

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

Section 16.5 Severability of Provisions

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

Section 16.6 Reserved

Section 16.7 Entire Agreement

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

Section 16.8 Separate Counsel

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

Section 16.9 Waiver of Jury Trial

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

Section 16.10 Confidentiality

Unless otherwise required by law, each Member shall, and shall cause each of his or its Affiliates to, maintain, at all times from and after the date of such Member's execution of this Agreement (including after any time such Person ceases to be a Member), the confidentiality of all information furnished to him or it pertaining to the Company, other than information that such Member can demonstrate (a) is generally known to the public (other than as a result of dissemination by such Member or his Affiliates), (b) was obtained by such Member from a third party who is not prohibited from transmitting the information to such Member by a contractual, legal or fiduciary obligation to the Company, or (c) that the Manager has consented to in writing; provided that the prohibitions set forth in this Section 16.10 shall not apply to any information that a Member is required by law to disclose, so long as such Member provides the Company with as much prior notice as is practicable to the extent such notice is legally permissible.

ARTICLE 17

ARBITRATION

The parties hereby agree that unless otherwise specifically required by law, any and all disputes, and legal and equitable claims arising between or among the Members, the Manager, the officers, the Company, or any of them or any combination of them, which relate to the rights and obligations of such Persons under the terms of this Agreement, any agreement contemplated hereby, or any future agreement, understanding or instrument to which two or more such Persons

may be parties, shall be submitted to binding arbitration in the Commonwealth of Massachusetts, in accordance with the commercial rules of the American Arbitration Association.

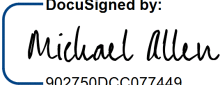
Any Person who commences any litigation in violation of the terms hereof, and fails to prevail, shall be liable for all reasonable costs and expenses of the arbitration or litigation, including without limitation the fees of the arbitrator(s) and legal counsel to all parties, and witness fees of all parties to the proceeding.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

[*YELLOW HOUSE CANNABIS LLC; Operating Agreement - Signature Page*]

**COMPANY**

YELLOW HOUSE CANNABIS LLC

By:  902750DCC077449...  
Printed Name: Michael Allen,  
on behalf of Yellow HC LLC, its sole  
Manager

[YELLOW HOUSE CANNABIS LLC; Operating Agreement – Exhibit A]

<b>Member</b>	<b>Capital Contribution</b>	<b>Ownership Percentage</b>
Yellow HC LLC 47 Bailey Drive Rochester, NH 03868	\$75.00	75.0%
Trichome Industries LLC 379 Amherst Street Suite 156 Nashua, NH 03063	\$25.00	25.0%

**Distributions of Available Cash Flow – Operations (Section 10.2(ii)(B))**

<b>OPERATING DISTRIBUTIONS</b>		
	<b>Operating Partner (%)</b>	<b>Trichome (%)</b>
<b>Annual Gross Sales</b>		
\$0 - \$10m	80.0%	20.0%
\$10m - \$15m	75.0%	25.0%
\$15m - 20m	70.0%	30.0%
\$20m - \$30m	65.0%	35.0%
Greater than \$30m	60.0%	40.0%
* Gross Sales shall not include any sales, excise or like taxes		

- Annual Gross Sales shall be those Annual Gross Sales recognized for the Calendar Year in which any operating distribution(s) is/are made.

**Distributions of Available Cash Flow – Capital Transactions Liquidation (Sections 10.2(iii)(B) & 13.4(c), respectively)**

<b>CAPITAL TRANSACTION DISTRIBUTIONS</b>		
	<b>Operating Partner (%)</b>	<b>Trichome (%)</b>
<b>Net Proceeds</b>		
First \$0 - \$20m	75.0%	25.0%
Next \$20 - \$30m	65.0%	35.0%
Amount in Excess of \$30m	55.0%	45.0%



[*YELLOW HOUSE CANNABIS LLC; Operating Agreement - Signature Page*]

**CLASS A UNIT HOLDER**

YELLOW HC LLC

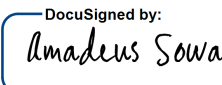
DocuSigned by:  
  
By: 902750DCC077449...  
Printed Name: Michael Allen  
Its: Sole Manager

[YELLOW HOUSE CANNABIS LLC; Operating Agreement - Signature Page]

**CLASS A UNIT HOLDER**

TRICHOME INDUSTRIES LLC

DocuSigned by:  
  
By: 0E33C1BAE7344C5...  
Printed Name: Andreas Sowa  
Its: Manager

DocuSigned by:  
  
By: 67D4D6FDA0F5466...  
Printed Name: Amadeus Sowa  
Its: Manager



# **YELLOW HOUSE CANNABIS LLC**

Business Plan

August 10, 2023

## **Introduction:**

Yellow House Cannabis LLC (“Yellow House”) is a Massachusetts for-profit corporation incorporated on April 19, 2023, applying for state licensure for the retail sale of marijuana pursuant to Chapter 94G of the General Laws as amended by Chapter 55 of the Acts of 2017, 935 CMR 500.000, and the Cannabis Control Commission ("CCC"). Yellow House and its key personnel have deep retail best-in-class marijuana retail cultivation, and processing operating experience in Massachusetts and is committed to providing unparalleled high-quality cannabis products at competitive prices in a safe, compliant and Town friendly environment. Furthermore, Yellow House’s is committed to working collaboratively with the Town of Tyngsborough to better the quality of life in the community, both through its best-in-class operations and in support of initiatives of importance to Town officials.

## **Retail Store**

Yellow House intends to construct a state-of-the-art ~ 3,800 square foot stand-alone building for its retail establishment on the existing commercial parcel located at 405-409 Middlesex Road in Tyngsborough, Massachusetts. In addition to a state-of-the-art, contextually appropriate retail facility, the store will be accompanied by over 70 parking spaces on site.

## ***Proposed hours of operation***

Yellow House proposes the following hours of operation:

Monday: 9:00 AM – 9:00 PM

Tuesday: 9:00 AM – 9:00 PM

Wednesday: 9:00 AM – 9:00 PM

Thursday: 9:00 AM – 9:00 PM

Friday: 9:00 AM – 9:00 PM

Saturday: 9:00 AM – 9:00 PM

Sunday: 10:00 AM – 8:00 PM

Yellow House is willing to accommodate hours as otherwise approved by the town. Yellow house will be closed on Christmas Day and New Year’s Day.

### **Employee Training Initiatives:**

Yellow House knows that customer education begins by providing comprehensive education programs to all our employees, who will play an integral role as ambassadors and educators to customers at our proposed Tyngsborough location. Pursuant to 935 CMR 500.105(2), all of our marijuana establishment agents will participate in comprehensive initial and on-going training. Such training will shall include information about marijuana's effect on an individual, including potential for impairment, diversion prevention and prevention of sales to minors, health and safety standards including waste disposal protocols, and acceptable forms of identification. We welcome these state-mandated forms of employee training because they allow us to ensure that our consumers receive appropriate guidance and education from our staff. Yellow House will implement additional training requirements beyond the state requirements to ensure a diverse and inclusive work environment for all employees. Our policies will reflect our understanding of the importance of investing time, resources, and energy into comprehensive programs to ensure that all employees understand the pertinent Massachusetts state and local rules, laws, and regulations and can advise customers on how to safely consume cannabis and use individual products offered by Yellow House.

More specifically, Yellow Houses' s trainings will include: methods to safely transport cannabis, restrictions on the transportation of cannabis, and prohibition of driving under the influence of cannabis; making false or misleading claims about product efficacy, health impacts, or therapeutic effects; product titration, dosing guides, and methods to prevent overconsumption; guidance on the safe use of different consumption methods; guidance on storage of cannabis and avoiding unintentional diversion to minors or unintentional consumption by pets; health risks associated with cannabis use, second-hand smoke, and youth developmental impacts; the physical and physiological effects of cannabis; a comprehensive knowledge of available products and strains, including THC/CBD percentages and milligram totals; allergen awareness in edible cannabis-infused products; understanding chemical formation and ingredients outlined on packaging labels; and signs and warnings of addiction and references for seeking treatment for addiction.

Empowering our employees through education will allow them to provide informed education to customers regarding responsible use of cannabis.

### **Customer Education Initiatives:**

Customer education initiatives will be overseen by the General Manager of our Adult Use Retailer location, and implemented by all employees responsible for interacting with customers. A detailed summary of our customer education initiatives are set forth below.

**First Visit:** Customers visiting the facility for the first time will go through an intake process where they receive a primer on regulations surrounding cannabis; how to safely consume, store, and transport their products; and information regarding strains, dosage, and desired effects.

**Visual Materials:**

Flyers, pamphlets, and other materials will be available in the entry vestibule as well as throughout the retail floor. There will also be signage proximate to point-of-sale terminals reminding customers about the consequences of product diversion.

**Auditory Reminders:**

In a friendly, approachable manner, Yellow House employees will educate customers at the point of sale about how to safely store, consume, and transport their product.

**Takeaway Materials:**

Customized product safety guides and general informational material will be placed in every bag to ensure customers have access to safety materials when they intend to utilize the product. An attachment is affixed here.

**The educational material will include at least the following:**

- A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
- A warning that when under the influence of marijuana, driving is prohibited and machinery should not be operated;
- Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;
- Materials offered to consumers to enable them to track the strains used and their associated effects;
- Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained;
- A discussion of tolerance, dependence, and withdrawal;
- Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
- A statement that consumers may not sell marijuana to any other individual;

- Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and
- All other materials suggested by the Town of Tyngsborough and Commonwealth of Massachusetts. All takeaway materials will be made available to customers on Yellow House’s website, including links to substance abuse treatment centers.

### **Packaging and Labeling Initiatives:**

To ensure that customers continue to have access to information regarding purchased product, and in furtherance of our safety protocols and procedures to ensure that product does not fall into the wrong hands, we will implement compliant packaging and labeling initiatives, described below.

#### **Packaging:**

Any product containing cannabis will be packaged in a sealed, odor-proof, and child-resistant container consistent with current Massachusetts standards set forth by the Cannabis Control Commission.

**Cannabis Flower, Concentrates, and Capsules:** As applicable, cannabis flower, concentrates, and capsules will be packaged in reverse cap child resistant bottles or drams made of BPA-free polypropylene and will feature a tight seal to preserve freshness. To be in compliance with 935 CMR 500.105(6), Yellow House will ensure:

1. That to the extent it is not unreasonably impracticable for the specific type of product, marijuana products are packaged in containers that are:
  - a. Opaque and plain in design;
  - b. Resealable for any marijuana product intended for more than a single use or containing multiple servings; and
  - c. Certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700; or
2. That where compliance with the requirements of tamper or child-resistant packaging is deemed by Yellow House to be unreasonably impracticable, marijuana products will be placed in an exit package that is:
  - a. Capable of being resealed and made tamper and child-resistant again after it has been opened;
  - b. Not able to be opened easily with scissors if appealing to children;

c. Includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font: KEEP OUT OF REACH OF CHILDREN; and

d. Is certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700.

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 is explicitly prohibited from:

1. Using bright colors that are “neon” in appearance;
2. Imitating or having a semblance to any existing branded consumer products, including foods and beverages, that do not contain marijuana;
3. Featuring cartoons;
4. Featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typically marketed to minors;
5. Featuring symbols or celebrities that are commonly used to market products to minors;
6. Featuring images of minors; and
7. Featuring words that refer to products that are commonly associated with minors or marketed to minors

Packaging of Multiple Servings In compliance with Massachusetts’ regulations, Yellow House will ensure that packaging for marijuana products sold or displayed for consumers in multiple servings will 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.” Packaging for marijuana products in solid form sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings. Edible marijuana products in a solid form will be easily and permanently scored to identify individual servings.

**Labeling:**

All products offered for sale at Yellow House’s proposed Adult Use Marijuana Retailer will undergo a compliance check to confirm that the wholesaled products comply with Massachusetts regulations. Yellow House will ensure that all products that originate from its wholesale vendors

adhere to the following labeling requirement before they leave their facility. In addition, Yellow House's General Manager will utilize a comprehensive compliance checklist to ensure that any products purchased wholesale from other cultivators are in strict compliance with Massachusetts regulations.

### **Labeling of Edible Marijuana Products:**

Prior to edible marijuana products being sold, Yellow Cannabis will confirm a legible, firmly affixed label on which the wording is no less than one-sixteenth (1/16) inch in size on each edible marijuana product, containing at a minimum the following information: Wholesale vendors name and registration number, together with its business telephone number, e-mail address, and website information, if any; the name of the marijuana product; that refrigeration of the product is required, as applicable; net weight or volume in US customary and metric units; the quantity of usable marijuana contained within the product as measured in ounces; the type of marijuana used to produce the product, including what, if any, processing technique or solvents were used; a list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume; the serving size of the marijuana product in milligrams if the package is a multiple serving package; the number of serving sizes within the marijuana product based on the limits provided in 935 CMR 500.150; the amount, in grams, of sodium, sugar, carbohydrates and total fat per serving; the date of creation and the recommended "use by" or expiration date which will not be altered or changed; a batch number, sequential serial number and barcodes when used, to identify the batch associated with manufacturing and processing; directions for use of the marijuana product; a statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15; a warning if nuts or other known allergens are contained in the product; this statement, including capitalization: "The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the 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"; and state approved symbols that state "NOT SAFE FOR KIDS" and "CONTAINS THC."

### **Labeling of Marijuana Concentrates and Extracts:**

Prior to marijuana concentrates or extracts being sold or transferred, Yellow Cannabis will confirm a legible, firmly affixed label on which the wording is no less than one-sixteenth (1/16) inch in size on each edible marijuana product, containing at a minimum the following information: Wholesale vendors name and registration number, business telephone number, e-mail address, and website information, if any; the name of the marijuana product; the product identity including the word "concentrate" or "extract" as applicable; net weight of volume

expressed in US customary units and metric units; the type of marijuana used to produce the product, including what, if any, processing technique or solvents were used; a list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume, and the amount of specific additives infused or incorporated during the manufacturing process, whether active or inactive, including, but not limited to, thickening agents, thinning agents, and specific terpenes, expressed in absolute terms and as a percentage of volume, and in a form and matter determined by the Commission; a statement of the serving size and number of servings per container or amount suggested for use based on the limits provided in 935 CMR 500.150; the date of creation and the recommended “use by” or expiration date; a batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing; directions for use of the marijuana product; a statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15; a warning if nuts or other known allergens are contained in the product; this statement, including capitalization: “This product has not been analyzed or approved by the 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.”; and state approved symbols that state “NOT SAFE FOR KIDS” and “CONTAINS THC.”

### **Labeling of Marijuana Infused Tinctures and Topicals:**

Prior to marijuana infused tinctures or topicals being sold or transferred, Yellow Cannabis will confirm a legible, firmly affixed label on which the wording is no less than one-sixteenth (1/16) inch in size on each edible marijuana product, containing at a minimum the following information: Wholesale vendors name and registration number, business telephone number, e-mail address, and website information, if any; the marijuana product’s identity; the type of marijuana used to produce the product, including what, if any, processing technique or solvents were used; a list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume; net weight or volume as expressed in US customary units or metric units; the date of product creation; a batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing; directions for use of the marijuana product; a statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15; a warning if nuts or other known allergens are contained in the product; this statement, including capitalization: “This product has not been analyzed or approved by the 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 harm. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”; and state approved symbols that state “NOT SAFE FOR KIDS” and “CONTAINS THC.”

In circumstances where the labeling of the marijuana product is unreasonable or impractical, Yellow House and its wholesale vendors may include the labeling information on a peel back label or may place the product in a sealed bag with an insert or additional, easily readable label firmly affixed to that bag.

### **Additional Labeling and Packaging Requirements for Edible Marijuana Products:**

In addition to the requirements set forth in M.G.L. c. 94G, § 4(a<sup>1/2</sup>)(xxvi) and 935 CMR 500.105(5) and (6), Yellow House will ensure that the following information or statement is affixed to every container holding an edible marijuana product:

1. If the retail edible marijuana product is perishable, a statement that the edible marijuana product must be refrigerated;
2. The date on which the edible marijuana product was produced;
3. A nutritional fact panel that must be based on the number of THC servings within the container;
4. Information regarding the size of each serving for the product by milligrams, the total number of servings of marijuana in the product, and the total amount of active THC in the product by milligrams (mgs). For example: “The serving size of active THC in this product is X mg(s), this product contains X servings of marijuana, and the total amount of active THC in this product is X mg(s).”
5. A warning that the impairment effects of edible marijuana may be delayed by two hours or more.

Once a product with a label including a use-by date has been affixed to a container holding an edible marijuana product, Yellow Cannabis will not alter that date or affix a new label with a later use-by date. Yellow House will ensure that each single serving of an edible marijuana product is physically demarcated in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of an edible marijuana product within a multi-serving package of edible marijuana products must be easily separable to allow an average person 21 years of age or older to physically separate, with minimal effort, individual servings of the product. Each single serving of an edible marijuana product contained in a packaged unit of multiple edible marijuana product will be marked, stamped, or otherwise imprinted with a symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

## Security and public safety

Yellow House Cannabis LLC. (“Yellow House”) is committed to the secure design and operation of a marijuana establishment (“ME” or “facility”) in Tyngsborough, Massachusetts. Our team is committed to full compliance with all security requirements set forth by the Town of Tyngsborough and Commonwealth of Massachusetts to prevent unauthorized entrance to the facility, deter theft of marijuana, and maintain a safe environment for customers, employees and agents, and the surrounding community.

Yellow House will employ a “layered” approach to security including but not limited to:

- Outer Protective Layer – establishing a secure perimeter from the property to the building exterior
- Middle Protective Layer – protecting the outer layer of the building including doors, windows and walls
- Inner Protective Layer – ensuring the building’s interior remains secure at all times to safeguard marijuana from theft.

The primary objective of the security plan will be to prevent and deter security breaches, and, in the unlikely event a breach does occur, to detect, delay, assess, respond and recover. This will be accomplished through a balanced combination of security systems, building measures, protocols and procedures, and employee training programs. **Security systems will include the installation of a professionally monitored 24/7 burglary/panic alarm system, electronic access control of all limited access areas, and a high-resolution video surveillance system with on-site playback capabilities that monitors all interior and exterior areas of the dispensary in accordance with the requirements of the CMR. The Tyngsborough Police Department will also have the ability to access the video surveillance system 24/7.**

Yellow House has developed a comprehensive Security Plan, under the leadership of Chief Executive Officer Michael Allen who formerly served as the Chief of Police of the Rochester Police Department. In addition to outlining security protocols to enhance physical site security and prevent the unauthorized diversion of products, Yellow House’s Security Plan is designed as a preventative measure against nuisance behaviors and youth access to marijuana. Yellow House will implement policies and procedures to maintain a secure facility and to prevent diversion or other loss of marijuana products at the facility in accordance with the Cannabis Control Commission’s regulations at 935 CMR 500.00 et seq., including but not limited to, the security requirements at 935 CMR 500.110. Yellow House will maintain copies of its Security Plan at its Adult Use Marijuana Retailer at all times to allow employees and management the ability to quickly find key components of the Plan to ensure successful and effective completion of vital security-related tasks.

Yellow House will collaborate with and maintain open lines of communication with the Tyngsborough Police Department. Yellow House will also update its Security Plan as required by the Cannabis Control Commission or the Tyngsborough Police Department. Yellow House

believes it is critical to work collaboratively with the Tyngsborough Police Department to develop, revise and implement the facility's security infrastructure, training, day-to-day operations, and continued policy refinement. Because the Security Plan is a living document, highly trained Yellow Cannabis agents and subject matter experts will review and test the plan at least once per year from the date the license is issued to update it as needed based on changes in industry standards. Yellow House will also update and upkeep its Security Plan as required by the Cannabis Control Commission or the Tyngsborough Police Department.

### **Safety First**

Yellow House will be prioritizing the security of customers, employees, and the surrounding community in which it operates. Yellow House diligently meets and exceeds the security commitments it has made to local communities; prioritizes the regular evaluation of its plans; and proactively implements feedback into its day-to-day operations. Due to the strength of its security systems, Yellow House will be able to assist local law enforcement agencies by providing video surveillance footage to aid in enforcement of municipal violations that are unrelated to Yellow House's operations. Yellow House has provided an attachment herein to showcase our in-depth security procedures.

### **Timeline and Process**

Yellow House is qualified to open its proposed Adult Use Marijuana Retailer in a manner that is efficient and in full compliance with state and local regulations for the following reasons:

- Yellow House's team has experience with opening and operating successful marijuana establishments in Massachusetts and, as a result, is well equipped to move expediently throughout the licensing and inspection processes;
- Yellow House has a strong business strategy in place for its proposed facility in Tyngsborough as showcased above;
- Yellow House has immediate access to extensive capital, allowing it to move swiftly to deploy resources for capital infrastructure projects and eliminating any delays that may occur to licensees seeking outside financing.

**PLAN FOR OBTAINING LIABILITY INSURANCE**

Yellow House Cannabis LLC (“Yellow House”) 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. Yellow House will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Yellow House 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. Yellow House 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.

DocuSigned by:

Michael Allen

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## ENERGY COMPLIANCE PLAN

YELLOW HOUSE CANNABIS (“Yellow House Cannabis”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Yellow House Cannabis 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

Yellow House Cannabis 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, Yellow House Cannabis will continue to evaluate energy-use reduction opportunities.

### Renewable Energy Generation Opportunities

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

Yellow House Cannabis 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, Yellow House Cannabis will continue to evaluate strategies to reduce electric demand.

### Opportunities for Engagement with Energy Efficiency Programs

Yellow House Cannabis 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. Yellow House Cannabis will also coordinate with its utility companies to explore any energy efficiency options available to Yellow House Cannabis.

## MAINTAINING OF FINANCIAL RECORDS

YELLOW HOUSE CANNABIS (“Yellow House Cannabis”) 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 Yellow House Cannabis .
- 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 date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - If Yellow House Cannabis determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

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



## PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), YELLOW HOUSE CANNABIS. (“Yellow House Cannabis”) 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 Yellow House Cannabis 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 Yellow House Cannabis 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). Yellow House Cannabis 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), Yellow House Cannabis will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Yellow House Cannabis 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. Yellow House Cannabis 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), Yellow House Cannabis 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. Yellow House Cannabis'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).

## QUALIFICATIONS AND TRAINING

YELLOW HOUSE CANNABIS. (“Yellow House Cannabis”) will ensure that all employees hired to work at a Yellow House Cannabis facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Yellow House Cannabis 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.

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

All Yellow House Cannabis 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*

Yellow House Cannabis 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 Yellow House Cannabis Agents which shall include:
  - Conduct of Yellow House Cannabis 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.

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

## PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

### Overview

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

### Personnel Policies and Training

As outlined in Yellow House Cannabis 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 Yellow House Cannabis agents are required to complete training as detailed in Yellow House Cannabis Qualifications and Training plan which includes but is not limited to Yellow House Cannabis 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).

Yellow House Cannabis 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 Yellow House Cannabis 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.

## QUALITY CONTROL AND TESTING

### Quality Control

YELLOW HOUSE CANNABIS. (“Yellow House Cannabis”) will comply with the following sanitary requirements:

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

11. Yellow House Cannabis 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 Yellow House Cannabis's needs;
12. Yellow House Cannabis'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. Yellow House Cannabis will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Yellow House Cannabis 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. Yellow House Cannabis 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.

Yellow House Cannabis'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).

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

Yellow House Cannabis 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 Yellow House Cannabis 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

Yellow House Cannabis 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 Yellow House Cannabis 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 Yellow House Cannabis'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 Yellow House Cannabis'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.

Yellow House Cannabis'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*. Yellow House Cannabis acknowledges and understands that the Commission may require additional testing.

Yellow House Cannabis'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 Yellow House Cannabis 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.

Yellow House Cannabis 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. Yellow House Cannabis 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 Yellow House Cannabis'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 Yellow House Cannabis for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

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

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

#### Quality Control Samples

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

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

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

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

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";

2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Yellow House Cannabis will record:

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

## RECORDKEEPING PROCEDURES

### General Overview

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

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

## DIVERSITY PLAN

### Statement of Purpose

Yellow House Cannabis, LLC is committed to promoting equity in its Marijuana Establishment located in the Commonwealth of Massachusetts. Through this commitment, Yellow House seeks to adopt diversity goals and programs that allow for meaningful participation of women, minorities, veterans, people with disabilities, and people who identify as LGBTQ+ at Yellow House.

### Goals

In order for Yellow House to promote equity for the above-listed groups in its operation, Yellow House has established the following goals:

- Hiring such that Yellow House's staff is comprised of at least the following:
  - a. 30% women;
  - b. 20% minorities;
  - c. 5% LGBTQ+;
  - d. 5% veterans; and
  - e. 5% people with disabilities.
- Implementing an annual training program for all employees regarding diversity, equity, and inclusion principles; and
- Creating an inclusive work environment such that Yellow House has no less than an 85% employee satisfaction rate with its DEI initiatives and outcomes.

### Programs

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

- Engaging in equitable hiring efforts by ensuring that jobs are posted (as they become available, but not less than annually) with publications and job resource websites focused on diversity hiring including Blackjobs.com, United Latino Job Bank, LatPro.com, Black Career Network, HBCU Connect, Asian Hires, NAAAP Career Center, iHispano, Diversity Inc., and Diversity Job Board.
- Requiring that each employee complete DEI training (upon hire and each year thereafter). Topics covered during such training will include unconscious bias in the workplace. These trainings will become a part of each employee's personnel file.
- Surveying employees no less than annually to assess its inclusivity and seek areas for improvement and conducting exit interviews to receive feedback on its diversity and inclusivity efforts. Yellow House will use these employee surveys and exit interviews to further inform adjustments to its diversity and inclusivity efforts.

### Measurements

The Human Resources Department for Yellow House will administer the Plan and will be responsible for developing measurable outcomes to ensure Yellow House continues to meet its commitments. Such measurable outcomes, in accordance with Yellow House's goals and programs described above, include:

- Completing voluntary employee surveys that evidence Yellow House's employee demographics;

- Documenting any job advertisements placed with publications and job resource websites focused on diversity hiring;
- Evidencing all employee trainings on DEI concepts and initiatives; and
- Documenting all surveys and exit interviews of staff with respect to Yellow House's diversity and inclusivity efforts.

Beginning upon receipt of Yellow House's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Yellow House 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 Human Resources Department will review and evaluate Yellow House's measurable outcomes no less than twice annually to ensure that Yellow House is meeting its commitments. Yellow House is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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