



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284583
Original Issued Date: 01/31/2024
Issued Date: 01/09/2025
Expiration Date: 01/31/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Healing Greene Massachusetts LLC

Phone Number: 917-701-6975 **Email Address:** jamil.myrie@gmail.com

Business Address 1: 1960 Massachusetts Avenue **Business Address 2:**

Business City: Cambridge **Business State:** MA **Business Zip Code:** 02140

Mailing Address 1: 1960 Massachusetts Avenue **Mailing Address 2:**

Mailing City: Cambridge **Mailing State:** MA **Mailing Zip Code:** 02140

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number: EE201902

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51

Percentage Of Control: 51

Role: Manager

Other Role: 51% member of Healing Greene Massachusetts

First Name: Michael **Last Name:** Ortol **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 17.15 **Percentage Of Control:** 17.15
Role: Manager **Other Role:** 50% owner of Stiltsville Investments, LLC
First Name: Alexa **Last Name:** Wolman **Suffix:**
Gender: Female **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: 17.15 **Percentage Of Control:** 17.15
Role: Manager **Other Role:** 50% owner of Stiltsville Investments, LLC
First Name: Adam **Last Name:** Wolman **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 14.7 **Percentage Of Control:** 14.7
Role: Owner / Partner **Other Role:**
First Name: Cynthia **Last Name:** Wolman **Suffix:**
Gender: Female **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 49 **Percentage of Ownership:** 49
Entity Legal Name: Dream Greene Massachusetts LLC **Entity DBA:** **DBA City:** Boston
Entity Description: Massachusetts Limited Liability Company
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: 49% owner of Healing Greene Massachusetts LLC (the applicant entity)

Entity with Direct or Indirect Authority 2

Percentage of Control: 49 **Percentage of Ownership:** 49
Entity Legal Name: Compiler Holdings, Inc. **Entity DBA:** **DBA**

Entity Description: Delaware Corporation

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: Owner of Dream Greene Massachusetts LLC; 49% indirect owner of Healing Greene Massachusetts LLC (the applicant entity)

Entity with Direct or Indirect Authority 3

Percentage of Control: 34.3

Percentage of Ownership: 34.3

Entity Legal Name: Stiltsville Investments, LLC

Entity DBA:

DBA
City:

Entity Description: Delaware Limited Liability Corporation

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: 70% owner of Compiler Holdings, Inc.; 34.3% indirect owner of Healing Greene Massachusetts LLC (the applicant entity)

Entity with Direct or Indirect Authority 4

Percentage of Control: 14.7

Percentage of Ownership: 14.7

Entity Legal Name: Waterstone Trust, Cynthia Wolman, Trustee

Entity DBA:

DBA
City:

Entity Description: Florida Trust Account

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: 30% owner of Compiler Holdings, Inc.; 14.7% indirect owner of Healing Greene Massachusetts LLC (the applicant entity)

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Wolman Family Partners LLC Series D		Entity DBA:	
Email: cynthiawolman@gmail.com	Phone: 917-664-1656		
Address 1: 160 Casuarina Concourse		Address 2:	
City: Coral Gables	State: FL	Zip Code: 33143	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$2650000	Percentage of Initial Capital: 50
Capital Attestation: Yes			

Entity Contributing Capital 2

Entity Legal Name: Wolman Family Partners LLC Series C		Entity DBA:	
Email: cynthiawolman@gmail.com	Phone: 917-664-1656		
Address 1: 160 Casuarina Concourse		Address 2:	
City: Coral Gables	State: FL	Zip Code: 33143	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$2650000	Percentage of Initial Capital: 50
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Adam	Owner Last Name: Wolman	Owner Suffix:	
Entity Legal Name: Greene Street Holdings Maine LLC		Entity DBA:	
Entity Description: Limited Liability Company that holds Adult-Use licenses in Maine			
Entity Phone: 917-701-6975	Entity Email: awolman@me.com	Entity Website:	
Entity Address 1: 128 State Street		Entity Address 2: #3	
Entity City: Augusta	Entity State: ME	Entity Zip Code: 04330	Entity Country: USA
Entity Mailing Address 1: 128 State Street		Entity Mailing Address 2: #3	
Entity Mailing City: Augusta	Entity Mailing State: ME	Entity Mailing Zip Code: 04330	Entity Mailing Country: USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Adam	Owner Last Name: Wolman	Owner Suffix:	
Entity Legal Name: Greene Street Holdings New Mexico LLC		Entity DBA:	
Entity Description: New Mexico Cannabis Retailer			
Entity Phone: 917-701-6975	Entity Email: awolman@me.com	Entity Website:	
Entity Address 1: 206 S. Coronado Avenue		Entity Address 2:	
Entity City: Espanola	Entity State: NM	Entity Zip Code: 87532	Entity Country: USA
Entity Mailing Address 1: 206 S. Coronado Avenue		Entity Mailing Address 2:	
Entity Mailing City: Espanola	Entity Mailing State: NM	Entity Mailing Zip Code: 87532	Entity Mailing Country: USA

Business Interest in Other State 3

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

Owner First Name: Adam **Owner Last Name:** Wolman **Owner Suffix:**
Entity Legal Name: Greene Street Holdings West Virginia, LLC **Entity DBA:**
Entity Description: Limited Liability Company that holds Medical licenses in West Virginia
Entity Phone: 917-701-6975 **Entity Email:** awolman@me.com **Entity Website:**
Entity Address 1: 125 Lakeview Drive **Entity Address 2:**
Entity City: Charelston **Entity State:** WV **Entity Zip Code:** 259313 **Entity Country:** USA
Entity Mailing Address 1: 125 Lakeview Drive **Entity Mailing Address 2:**
Entity Mailing City: Charleston **Entity Mailing State:** WV **Entity Mailing Zip Code:** 25313 **Entity Mailing Country:** USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Michael **Last Name:** Ortoll **Suffix:**
Marijuana Establishment Name: Healing Calyx LLC **Business Type:** Other
Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 2

First Name: Michael **Last Name:** Ortoll **Suffix:**
Marijuana Establishment Name: Stone's Throw Cannabis LLC D/B/A Firebrand Cannabis **Business Type:** Marijuana Retailer
Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

Individual 3

First Name: Michael **Last Name:** Ortoll **Suffix:**
Marijuana Establishment Name: Stone's Throw Cannabis, LLC **Business Type:** Other
Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1960 Massachusetts Avenue
Establishment Address 2:
Establishment City: Cambridge **Establishment Zip Code:** 02140
Approximate square footage of the establishment: 3500 **How many abutters does this property have?:** 390
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Healing Greene - Host Community Agreement Certification Form.pdf	pdf	645028b80dd43c000713c113	05/01/2023
Plan to Remain Compliant with Local Zoning	Healing Greene_Plan to Remain Compliant with Local Zoning.pdf	pdf	64541cbc0509d60009948337	05/04/2023
Community Outreach Meeting Documentation	Healing Greene_COM Documentation 6.2.23.pdf	pdf	647a38ae5ab6120008cfbf7f	06/02/2023

Executed HCA	HCA_Cambridge_Healing Greene LLC_Retail Store_All SIGNED_updated w amendments_w Sol date.pdf	pdf	671fdc36249166000849e368	10/28/2024
Plan to Remain Compliant with Local Zoning	(Updated) PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING_Healing Greene MA_Cambridge HCA_2024.pdf	pdf	67536edb790d8600087b0fb0	12/06/2024

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	Healing Greene_Positive Impact Plan.pdf	pdf	6478fc6d3f2c1a00082334a3	06/01/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Other Role:
 First Name: Alexa Last Name: Wolman Suffix:
 RMD Association: RMD Manager
 Background Question: no

Individual Background Information 3

Role: Other Role:
 First Name: Adam Last Name: Wolman Suffix:
 RMD Association: RMD Manager
 Background Question: no

Individual Background Information 4

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:
 Entity Legal Name: Dream Greene Massachusetts LLC Entity DBA:

Entity Description: Massachusetts Limited Liability Company

Phone: 917-701-6975

Email: alexa@dreamgreene.com

Primary Business Address 1: 155 Federal Street

Primary Business Address 2: Suite 700

Primary Business City: Boston

Primary Business State: MA

Principal Business Zip Code: 02100

Additional Information:

Entity Background Check Information 2

Role: Parent Company

Other Role:

Entity Legal Name: Compiler Holdings, Inc.

Entity DBA:

Entity Description: Delaware Corporation

Phone: 917-701-6975

Email: alexa@dreamgreene.com

Primary Business Address 1: 19 Kris Court

Primary Business Address 2:

Primary Business City: Newark

Primary Business State: DE

Principal Business Zip Code: 19702

Additional Information:

Entity Background Check Information 3

Role: Parent Company

Other Role:

Entity Legal Name: Stiltsville Investments, LLC

Entity DBA:

Entity Description: Delaware Limited Liability Corporation

Phone: 917-701-6975

Email: alexa@dreamgreene.com

Primary Business Address 1: 1209 Orange Street

Primary Business Address 2:

Primary Business City: Wilmington

Primary Business State: DE

Principal Business Zip Code:

19801

Additional Information:

Entity Background Check Information 4

Role: Other (specify)

Other Role: 30% member of Compiler Holdings, Inc.

Entity Legal Name: Waterstone Trust, Cynthia Wolman, Trustee

Entity DBA:

Entity Description: Florida Trust Account

Phone: 917-701-6975

Email: cynthiawolman@gmail.com

Primary Business Address 1: 160 Casuarina Concourse

Primary Business Address 2:

Primary Business City: Coral Gables

Primary Business State: FL

Principal Business Zip Code: 33143

Additional Information:

Entity Background Check Information 5

Role: Investor/Contributor

Other Role:

Entity Legal Name: Wolman Family Partners LLC Series C

Entity DBA:

Entity Description: Limited Liability Company

Phone: 917-664-1656

Email: cynthiawolman@gmail.com

Primary Business Address 1: 160 Casuarina Concourse

Primary Business Address 2:

Primary Business City: Coral Gables

Primary Business State: FL

Principal Business Zip Code: 33143

Additional Information: Capital Contributor

Entity Background Check Information 6

Role: Investor/Contributor

Other Role:

Entity Legal Name: Wolman Family Partners LLC Series D

Entity DBA:

Entity Description: Limited Liability Company

Phone: 917-664-1656

Email: cynthiawolman@gmail.com

Primary Business Address 1: 160 Casuarina Concourse

Primary Business Address 2:

Primary Business City: Coral Gables

Primary Business State: FL Principal Business Zip Code: 33143

Additional Information: Capital Contributor

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
DUA attestation if no employees	Healing Greene_DUA Attestation.pdf	pdf	6453c3670509d6000993b3bb	05/04/2023
Articles of Organization	Healing Greene_Articles of Organization.pdf	pdf	645522d19c23790008b35dcc	05/05/2023
Secretary of Commonwealth - Certificate of Good Standing	Healing Greene_SOC CoGS 5.9.23.pdf	pdf	64637f8e9c23790008be2a46	05/16/2023
Department of Revenue - Certificate of Good standing	Healing Greene_DOR CoGS 5.16.23.pdf	pdf	64652d1e9c23790008c0b772	05/17/2023
Articles of Organization	Healing Greene_PDIC Attestation.pdf	pdf	647a2b0c5ab6120008cf97bd	06/02/2023
Bylaws	Healing Greene MA- Operating Agreement- FINAL- v3- 6-20-23.pdf	pdf	6491e4c26de15a00087acce3	06/20/2023

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Healing Greene_No Employees Attestation (1).pdf	pdf	6709514b7eba6a000810e145	10/11/2024
Department of Revenue - Certificate of Good standing	Cert of Good Standing_Dept of Revenue_Healing Greene MA.pdf	pdf	674f7e52e8b78900086c5595	12/03/2024
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing_Secretary of the Commonwealth_Healing Greene MA.pdf	pdf	674f7fd4b92cff00089936b2	12/03/2024

Massachusetts Business Identification Number: 001546372

Doing-Business-As Name: Greene Street

DBA Registration City: Cambridge

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Healing Greene_Plan for Obtaining Liability Insurance.pdf	pdf	63adfb415225350008574908	12/29/2022
Proposed Timeline	Healing Greene_Proposed Timeline.pdf	pdf	6476985f5ab6120008cbf5f0	05/30/2023
Business	Healing Greene_Business Plan.pdf	pdf	647918b15ab6120008ceb15d	06/01/2023

Plan				
Proposed Timeline	Healing Greene MA Proposed Timeline_10.2024.pdf	pdf	671014e25fdc620008d94718	10/16/2024
Capitalization Table	Healing_Greene_Massachusetts_LLC_-_CAP_TABLE_Organizational_Chart_Fri_Jan_28_2022_11-19-18.pdf	pdf	67536cf4790d8600087b0aae	12/06/2024
Operating Agreement or Articles of Incorporation	Healing Greene_BUSINESS PLAN (REQUIRED BUSINESS DOCUMENTATION) ATTESTATION_signedMO.pdf	pdf	67536d23790d8600087b0b1c	12/06/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Healing Greene_Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	63adfb4ba0fd020008eb9810	12/29/2022
Restricting Access to age 21 and older	Healing Greene_Plan for Restricting Access to Age 21 and Older.pdf	pdf	63adfb5da0fd020008eb9826	12/29/2022
Security plan	Healing Greene_Security Plan.pdf	pdf	63adfb63a0fd020008eb984e	12/29/2022
Prevention of diversion	Healing Greene_Prevention of Diversion.pdf	pdf	63adfb6852253500085749b1	12/29/2022
Storage of marijuana	Healing Greene_Storage of Marijuana.pdf	pdf	63adfb6da0fd020008eb9888	12/29/2022
Transportation of marijuana	Healing Greene_Transportation of Marijuana.pdf	pdf	63adfb7352253500085749c5	12/29/2022
Inventory procedures	Healing Greene_Inventory Procedures.pdf	pdf	63adfb7852253500085749d9	12/29/2022
Quality control and testing	Healing Greene_Quality Control and Testing.pdf	pdf	63adfb7da0fd020008eb989c	12/29/2022
Dispensing procedures	Healing Greene_Dispensing Procedures.pdf	pdf	63adfb8152253500085749ed	12/29/2022
Personnel policies including background checks	Healing Greene_Personnel Policies Including Background Checks.pdf	pdf	63adfb86a0fd020008eb98d0	12/29/2022
Record Keeping procedures	Healing Greene_Recordkeeping Procedures.pdf	pdf	63adfb8aa0fd020008eb98e4	12/29/2022
Maintaining of financial records	Healing Greene_Maintaining of Financial Records.pdf	pdf	63adfb8e5225350008574a01	12/29/2022
Qualifications and training	Healing Greene_Qualifications and Training.pdf	pdf	63adfb93a0fd020008eb9917	12/29/2022
Energy Compliance Plan	Healing Greene_Energy Compliance Plan.pdf	pdf	63adfb9e5225350008574a3e	12/29/2022
Diversity plan	Healing Greene_Diversity Plan.pdf	pdf	645568049c23790008b40730	05/05/2023

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

Date generated: 01/06/2026

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: Not applicable as business is not yet operational.

HOURS OF OPERATION

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

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Healing Greene Massachusetts LLC

2. Name of applicant’s authorized representative:

Michael Ortoll

3. Signature of applicant’s authorized representative:

Michael Ortoll

4. Name of municipality:

City of Cambridge

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

Yi-An Huang, City Manager



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



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



8. Host community agreement execution date:





PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Healing Greene Massachusetts LLC (“Greene Street”) will remain compliant at all times with the local zoning requirements set forth in the City of Cambridge's Zoning Ordinance. Greene Street proposes to operate a Marijuana Retailer at 1960 Massachusetts Avenue in Cambridge. The use of the Property as a Cannabis Store is a use allowed by Special Permit from the Planning Board.

In compliance with the Zoning Ordinance, the proposed Retailer is not within 300 feet of a pre-existing public children's playground, public youth athletic field, or public youth recreation facility, except where the Planning Board, in issuing a special permit, approves a reduced distance upon finding that the location will cause no substantial adverse impact due to site-specific factors or other mitigating efforts agreed to in writing by the permittee and made conditions of the special permit.

As required by Cambridge’s Zoning Ordinance, Greene Street holds a Special Permit from the Planning Board. In accordance with MGL Ch. 40A § 9, the Special Permit shall lapse within three years if construction has not begun by such date except for good cause.

Greene Street will apply for any other local permits required to operate a Marijuana Retailer at the proposed location, including a Cannabis Business Permit. Greene Street will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Greene Street’s proposed location.

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



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

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

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

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

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



Name of applicant:

Healing Greene Massachusetts LLC DBA Greene Street

Name of applicant's authorized representative:

Michael Ortoll

Signature of applicant's authorized representative:

DocuSigned by:



7E81F9171382405...



<https://us02web.zoom.us/rec/share/05EziqVcOEWZhsq0WaXws5d4VtE4mXWLtV5l1YdxxSe76PgCHi5-0mbJuu1vdEsP.mZrIDGClSPQ-JvKQ>

Passcode: 3DYD+K+^

There were 6 attendees

.

From: Joseph, Swaathi <sjoseph@cambridgema.gov>
Date: Wednesday, April 12, 2023 at 2:16 PM
To: DiLisio, Christina <cdilisio@cambridgema.gov>, Rebecca Rutenberg <r.rutenberg@vicentellp.com>, Bridgette Nikisher <b.nikisher@vicentellp.com>, City Clerk <cityclerk@cambridgema.gov>
Subject: RE: Virtual Community Outreach Meeting

Becca,

This info is for community meetings for Planning Board special permit process. Please see the requirements for the community meeting in Section 5.1 - [ENTER TEXT STARTING HERE \(cambridgema.gov\)](#). The Applicant must host a community meeting with a time, format, and location that is convenient for community members to attend. The Applicant must provide options for people to attend the meeting in-person and virtually. The meeting can be conducted as a single hybrid meeting that allows community members to attend in person or remotely, or as separate in-person and online meetings.

Sincerely,
Swaathi

From: DiLisio, Christina <cdilisio@cambridgema.gov>
Sent: Wednesday, April 12, 2023 2:07 PM
To: Rebecca Rutenberg <r.rutenberg@vicentellp.com>; Bridgette Nikisher <b.nikisher@vicentellp.com>; City Clerk <cityclerk@Cambridgema.gov>
Cc: Joseph, Swaathi <sjoseph@cambridgema.gov>
Subject: RE: Virtual Community Outreach Meeting

Hi Rebecca,

Happy to help. Since our Community Meeting requirement is presently under the Special Permit stage I'm looping in Swaathi Joseph in our Zoning Division.

Swaathi, do you have any idea about the possibly for Zoom Community Meetings? I can also reach out to Law but thought I'd try you first.

I'll stay tuned,

Christina

Christina DiLisio, Economic Development Specialist

[Economic Opportunity & Development Division](#)

Cambridge Community Development Department
344 Broadway, Cambridge MA 02139

Ph: 617/349-4601

In office: M 8:30 - 8:00, W 8:30 - 5:00, F 8:30 - 12:00
Telework: Tu 8:30 - 5:00, Th 8:30 - 5:00

From: Rebecca Rutenberg <r.rutenberg@vicentellp.com>

Sent: Wednesday, April 12, 2023 1:59 PM

To: Bridgette Nikisher <b.nikisher@vicentellp.com>; City Clerk <cityclerk@Cambridgema.gov>; DiLisio, Christina <cdilisio@cambridgema.gov>

Subject: Re: Virtual Community Outreach Meeting

Christina, can you confirm the below? Many thanks.

Becca Rutenberg

Vice President, Northeast Markets + Business Intelligence

Vicente.

Prudential Tower
800 Boylston Street, 26th Floor
Boston, MA 02199
cell: 610.675.5958

Serving clients from [offices nationwide](#)

My working hours are likely different than yours. If I'm emailing you outside of the time you usually work, please don't feel the need to respond until you are back at your desk.

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

Date: Wednesday, April 12, 2023 at 11:39 AM

To: cityclerk@cambridgema.gov <cityclerk@cambridgema.gov>

Cc: Rebecca Rutenberg <r.rutenberg@vicentellp.com>

Subject: Virtual Community Outreach Meeting

Hi,

I am reaching out to inquire whether it is acceptable to Cambridge for cannabis establishments to host community outreach meetings virtually via Zoom?

Thank you!

Bridgette Nikisher

Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

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NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Vicente Sederberg Llp
Vicente Sederberg Llp
1115 BROADWAY
12TH FLOOR
NEW YORK NY 10010

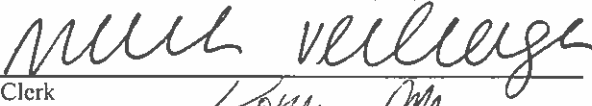
STATE OF MASSACHUSETTS, COUNTY OF MIDDLESEX

The Cambridge Chronicle, a newspaper printed and published in the city of Cambridge, and of general circulation in the County of Middlesex, Norfolk and Worcester, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

05/11/2023

and that the fees charged are legal.

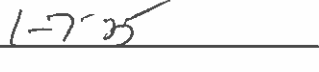
Sworn to and subscribed before on 05/11/2023



Legal Clerk



Notary, State of WI, County of Brown



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Publication Cost: \$206.50
Order No: 8799430 # of Copies:
Customer No: 707289 1
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

1960 MASSACHUSETTS
AVENUE
LEGAL NOTICE
NOTICE OF COMMUNITY
OUTREACH MEETING

Notice is hereby given that Healing Greene Massachusetts LLC DBA Greene Street will hold a Virtual Community Outreach Meeting on May 25, 2023 at 5:00 PM to discuss the proposed siting of an Adult Use Marijuana Retailer at 1960 Massachusetts Avenue, Cambridge MA 02138.

Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentellp.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing r.rutenberg@vicentellp.com or asked during the meeting.

Join Zoom Meeting:
<https://us02web.zoom.us/j/86320367483>
Zoom Meeting Telephone
Dial In: +1 646 931 3860;
Meeting ID: 863 2036 7483

#8799430
Cambridge Chronicle 5/11/23

KATHLEEN ALLEN
Notary Public
State of Wisconsin

From: [Bridgette Nikisher](#)
To: ["cityclerk@cambridgema.gov"](mailto:cityclerk@cambridgema.gov)
Cc: [Rebecca Rutenberg](#); [Tim Callahan](#)
Subject: Notice of Public Meeting - Healing Greene
Date: Monday, May 8, 2023 12:27:00 PM
Attachments: [Healing Greene - Notice of Community Outreach Meeting \(May 2023\).pdf](#)
[image001.png](#)

Hi,

I hope this email finds you well. Attached, please find a notice of public meeting. Should additional information be required, please don't hesitate to ask.

I would be appreciative if you are able to kindly confirm receipt.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente

1115 Broadway, Suite 1218
New York, NY 10010

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NOTICE OF COMMUNITY OUTREACH MEETING

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--

Join Zoom Meeting: <https://us02web.zoom.us/j/86320367483>

Zoom Meeting Telephone Dial In: +1 646 931 3860; Meeting ID: 863 2036 7483

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 - Adult Signature Required \$ _____
 - Adult Signature Restricted Delivery \$ _____

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City, State, ZIP+4™

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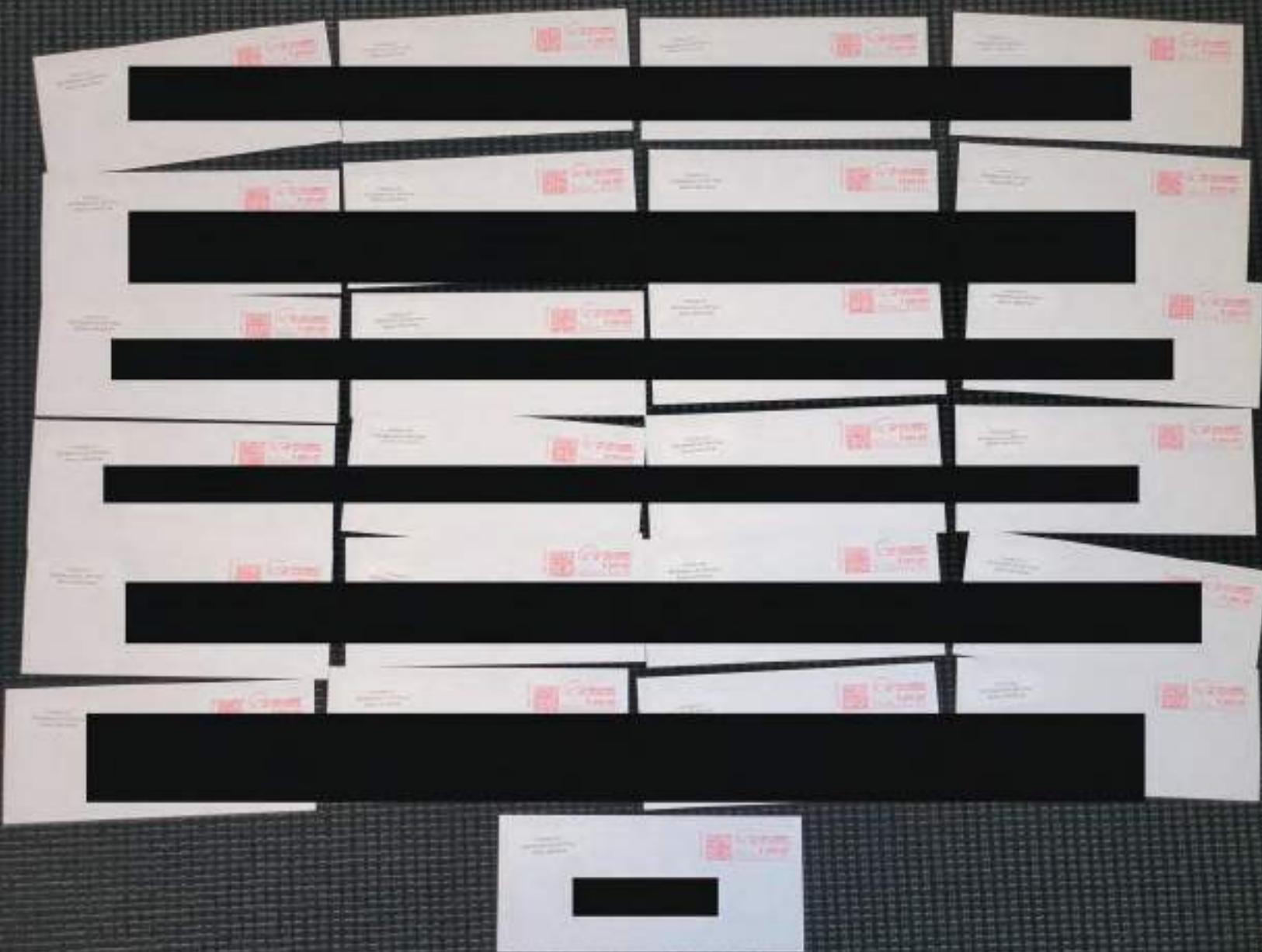
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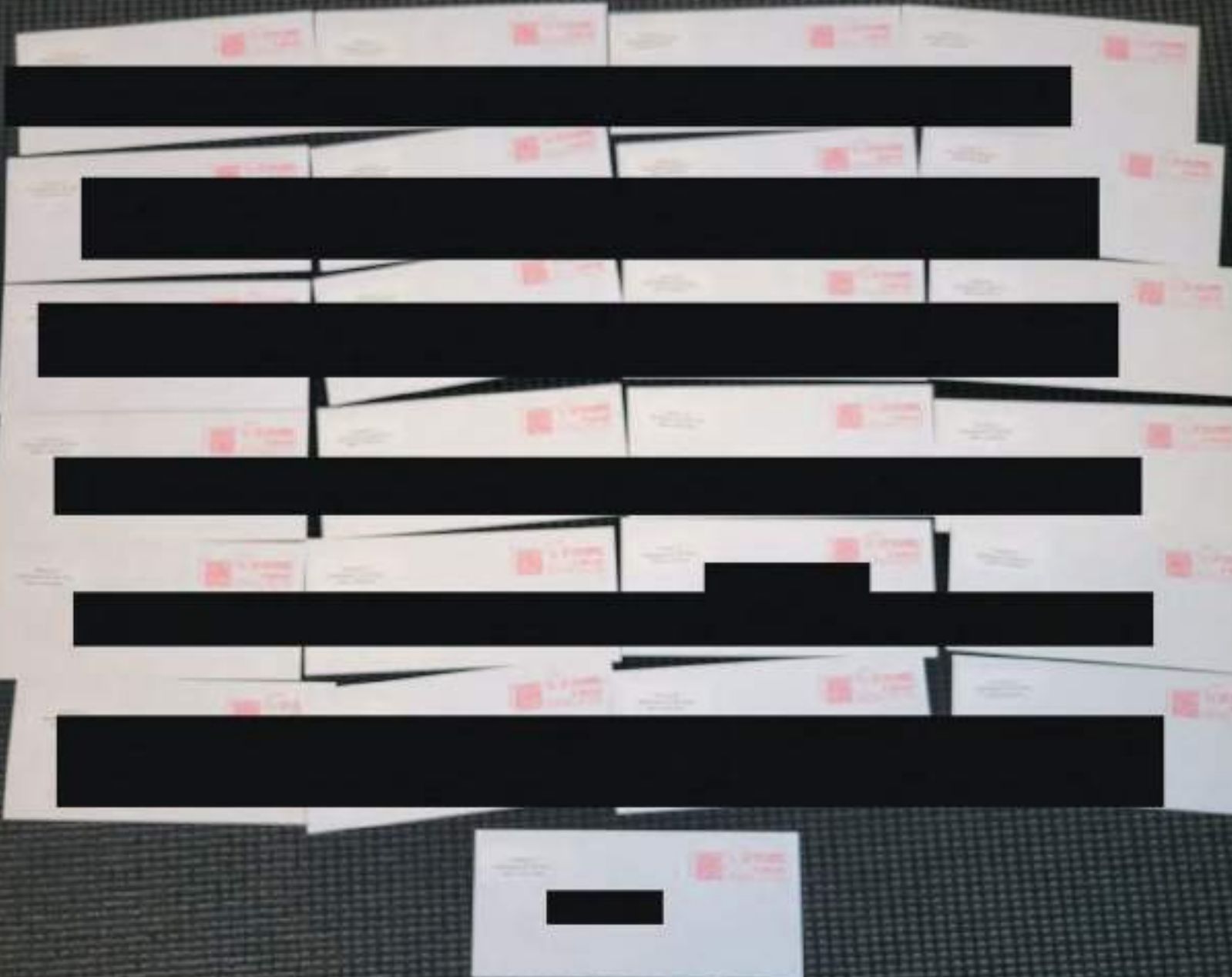
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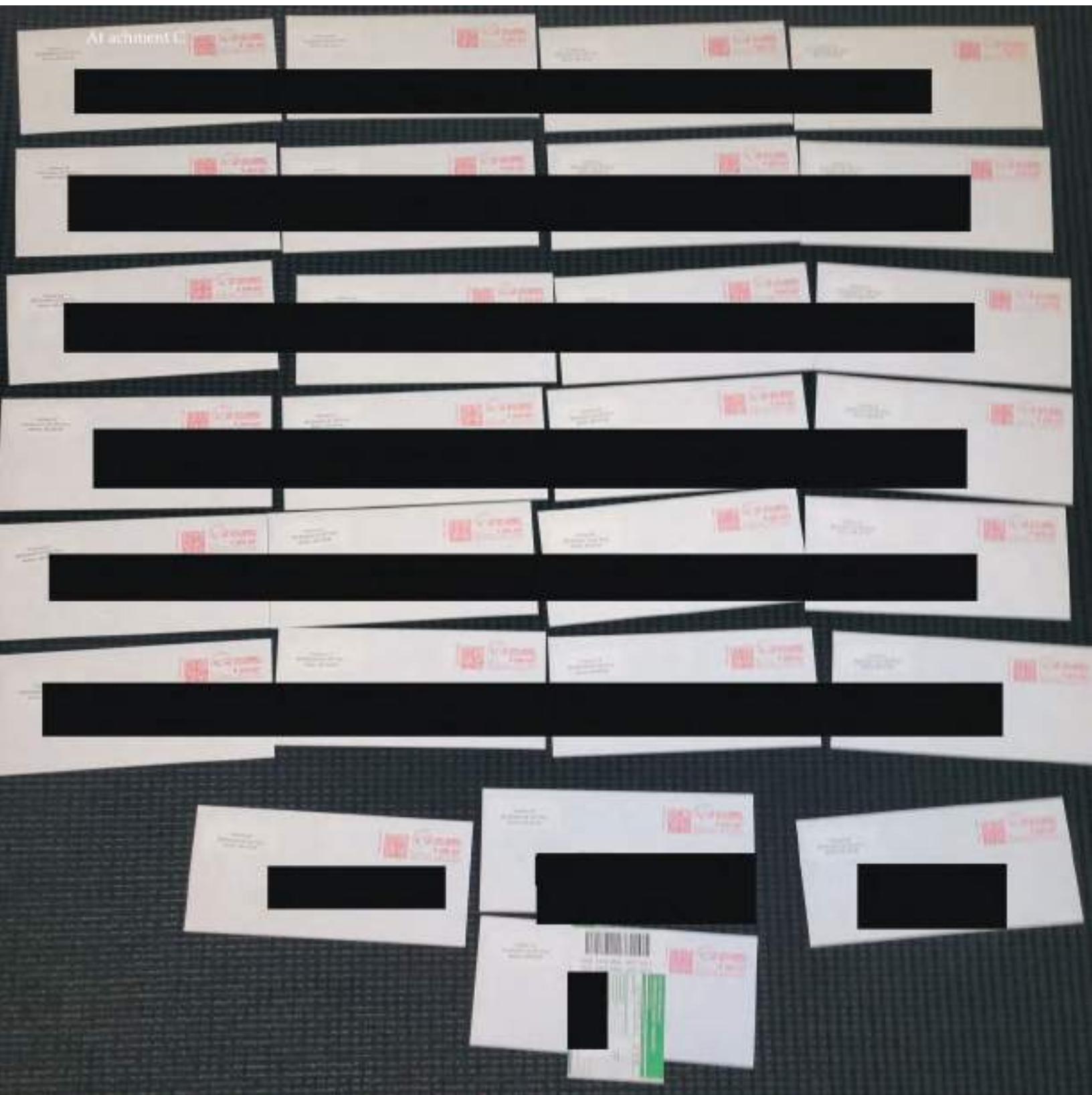


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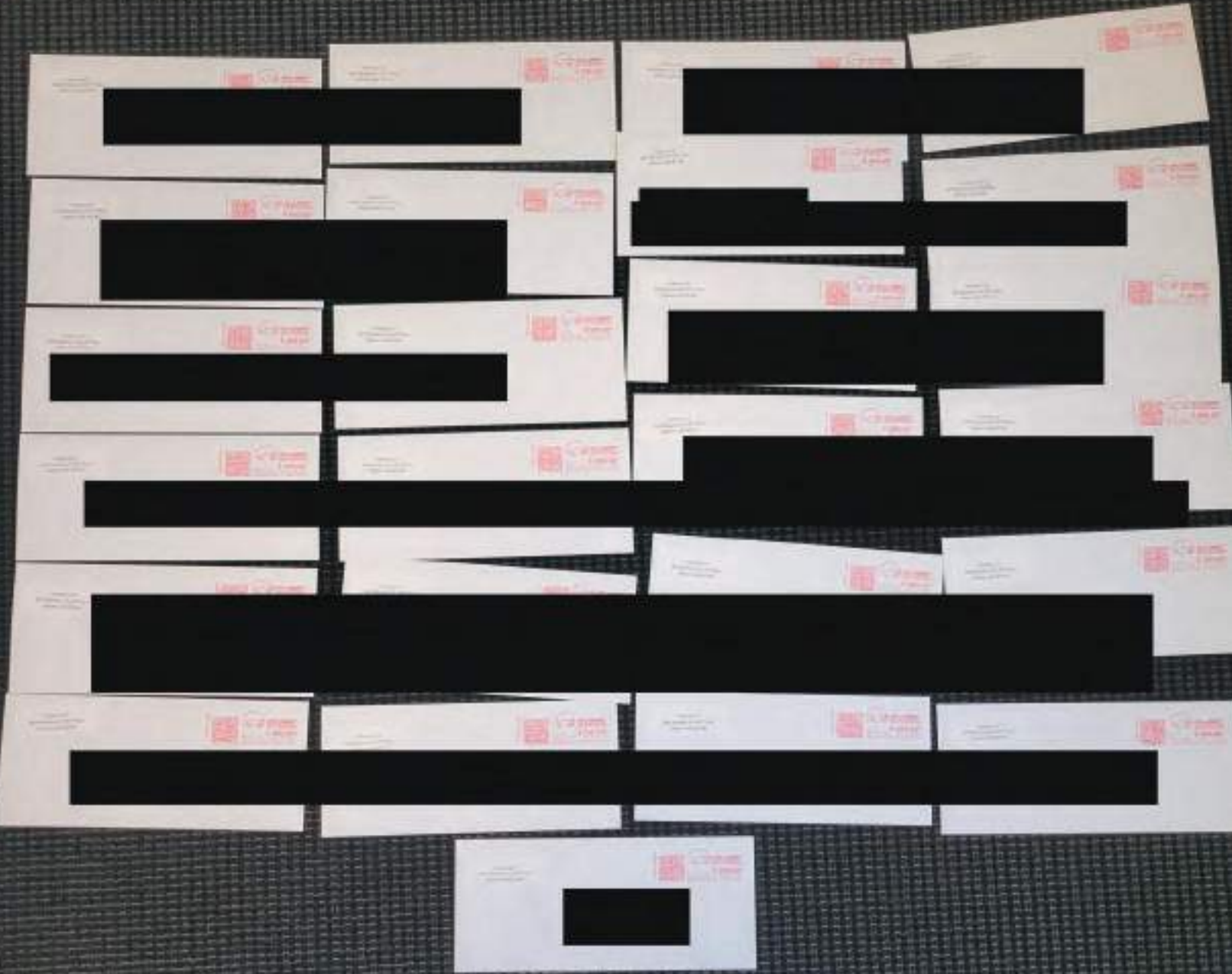


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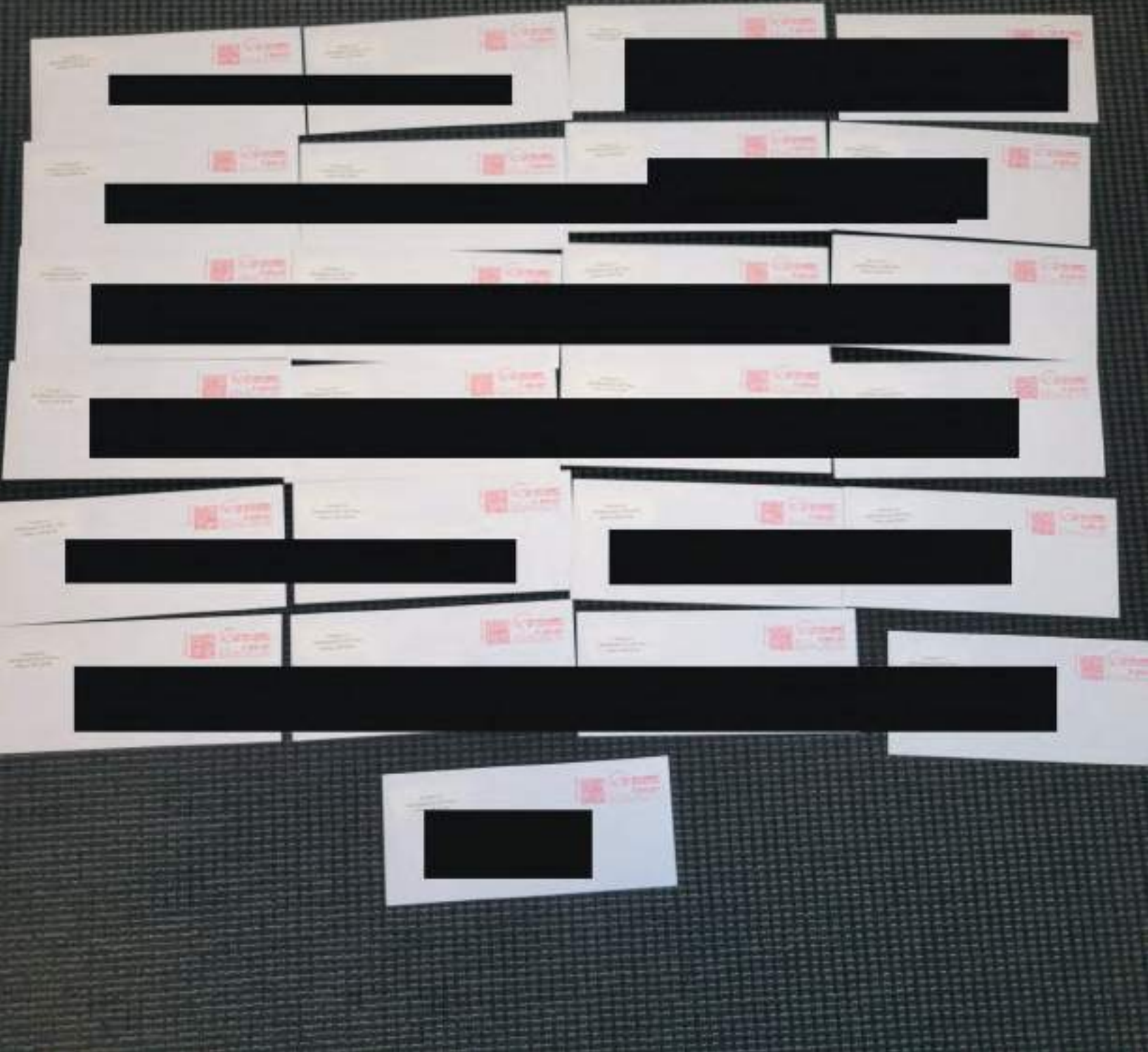
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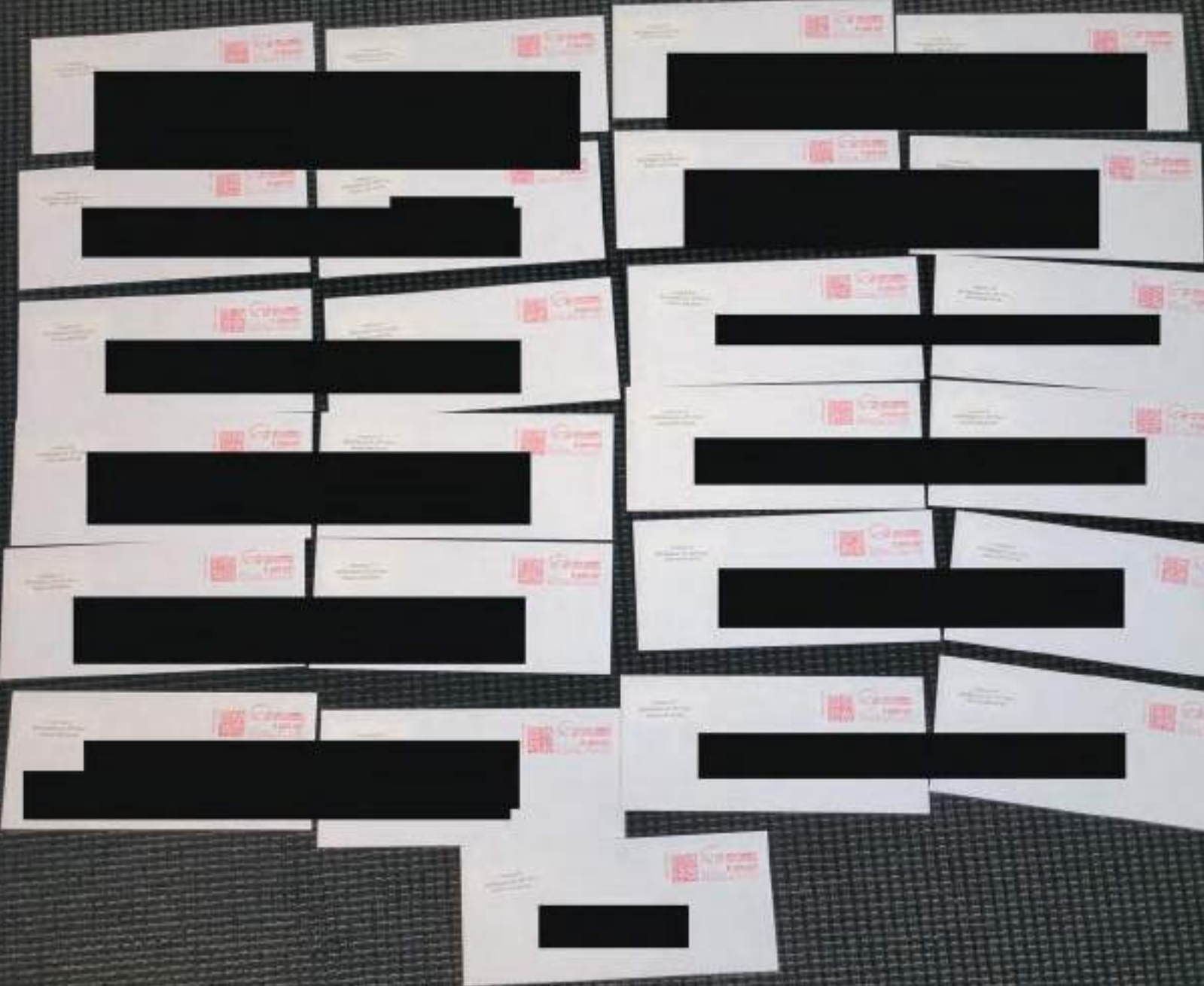
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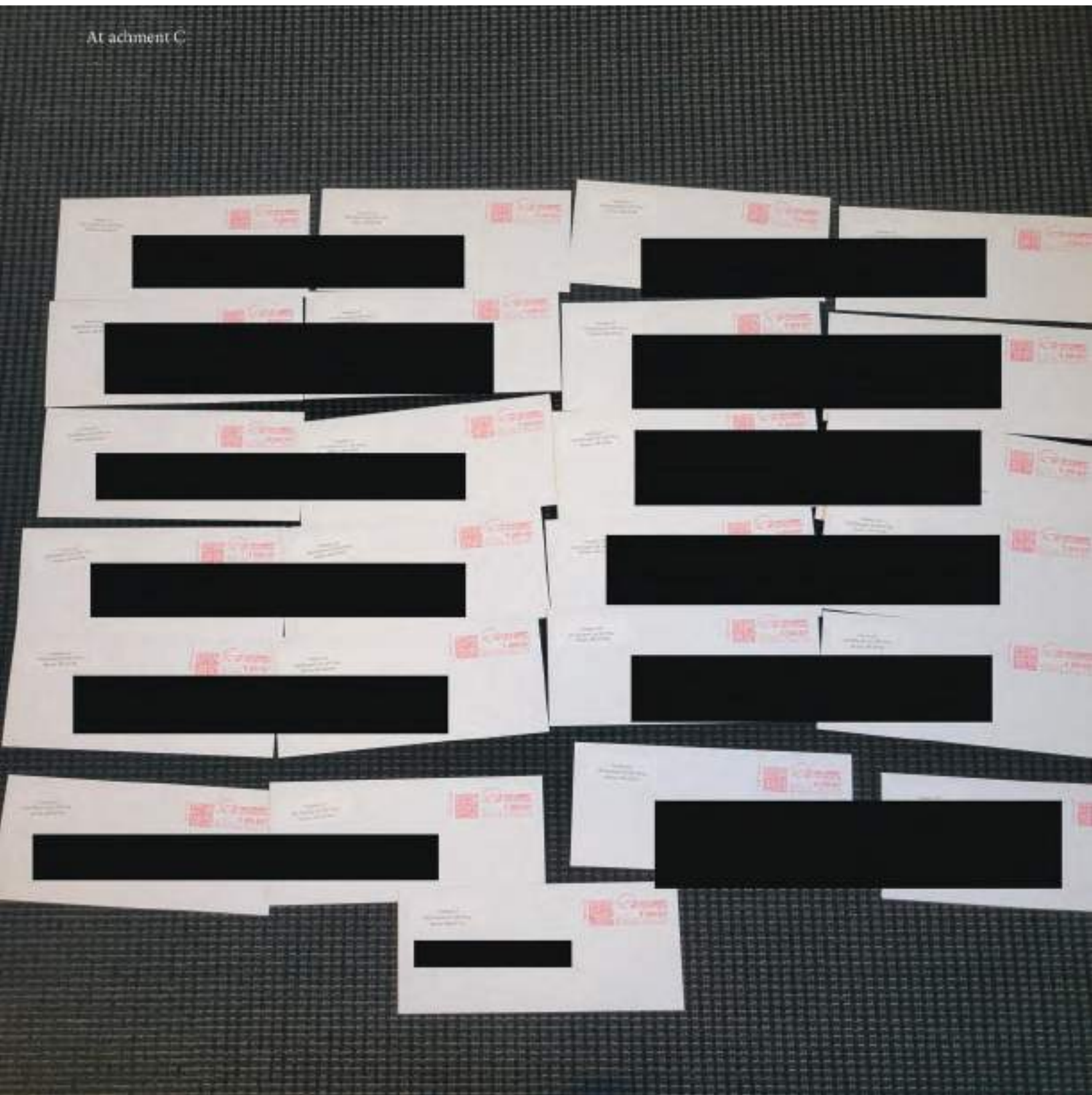
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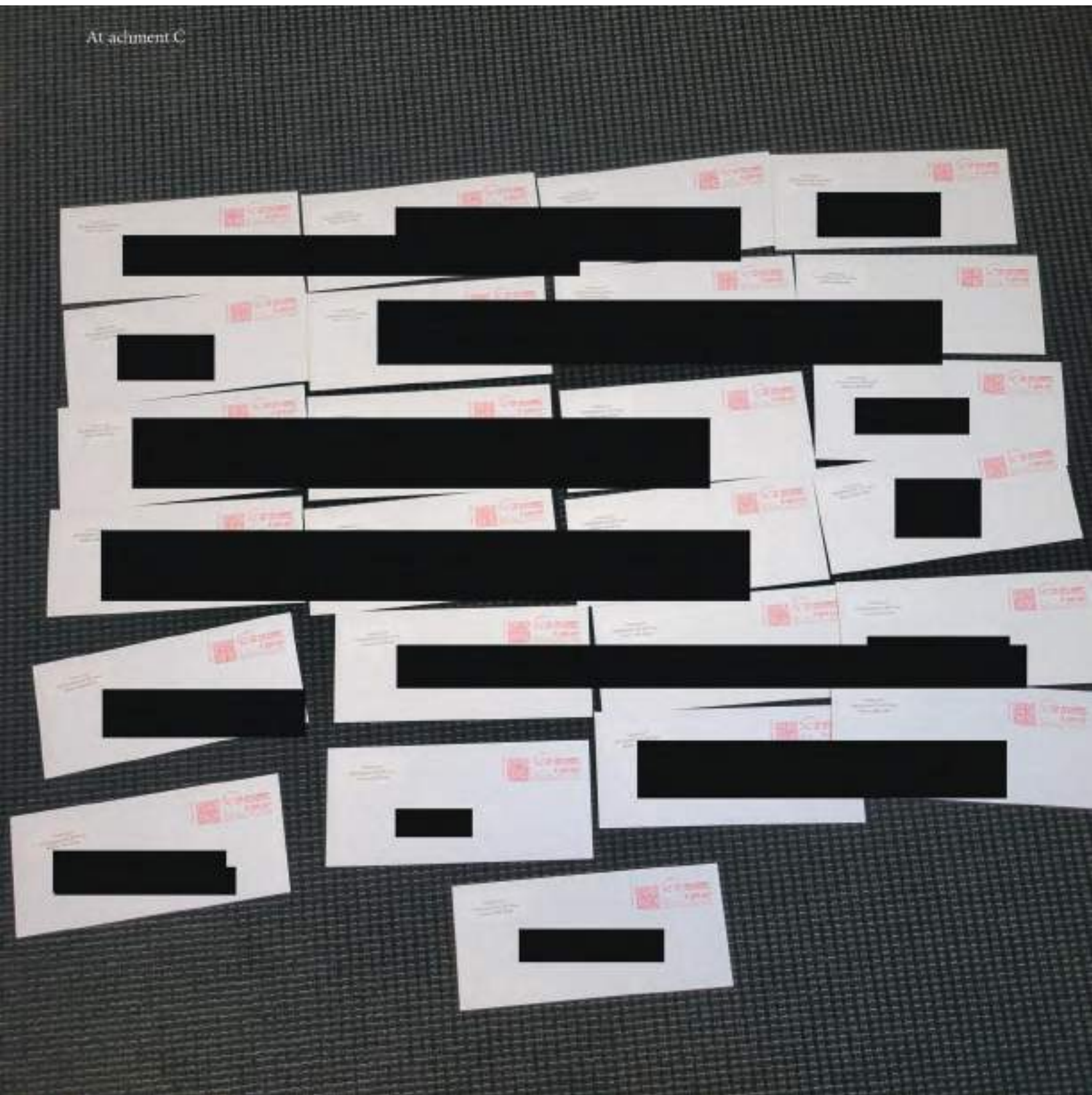
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Attachment C



Attachment C



Attachment C



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Healing Greene Massachusetts LLC (“Greene Street”) will remain compliant at all times with the local zoning requirements set forth in the City of Cambridge's Zoning Ordinance. Greene Street proposes to operate a Marijuana Retailer at 1960 Massachusetts Avenue in Cambridge. The use of the Property as a Cannabis Store is a use allowed per the Zoning Ordinance.

In compliance with the Zoning Ordinance, the proposed Retailer is not within 300 feet of a pre-existing public children's playground, public youth athletic field, or public youth recreation facility, except where the Planning Board approves a reduced distance upon finding that the location will cause no substantial adverse impact due to site- specific factors or other mitigating efforts and made conditions of the updated Host Community Agreement with Cambridge.

Greene Street will to adhere to all requirements and apply for any local permits required to operate a Marijuana Retailer at the proposed location, including a Cannabis Business Permit which it already possesses. Greene Street will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Greene Street’s proposed location.

Greene Street has previously submitted that it already attended several meetings with various municipal officials and boards to discuss Greene Street’s plans for a proposed Marijuana Retailer. Greene Street has also executed an updated Host Community Agreement with Cambridge in compliance with the Cannabis Control Commission. Greene Street will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Greene Street’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

Overview

Healing Greene Massachusetts LLC DBA Greene Street (“Greene Street”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, Greene Street has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact Massachusetts residents who have past drug convictions.

Goals

In order for Greene Street to positively impact the above-identified groups, Greene Street has established the following goals:

1. Recruit entry level, management, and executive positions with the goal of 5% of staff being Massachusetts residents who have past drug convictions; and
2. Conduct four (4) annual CORI sealing seminars for individuals with past drug convictions.

Programs

Greene Street has developed specific programs to effectuate its stated goals to positively impact the groups identified above. Such programs will include the following:

1. Greene Street will post open positions (as they become available, but not less than annually) with Honest Jobs, a leading job marketplace for people affected by the criminal justice system.
2. Greene Street will host four (4) CORI sealing seminars annually. The seminars will assist Massachusetts residents with retrieving copies of their CORI reports and administratively sealing the reports when eligible. Greene Street will be able to accommodate at least 15 participants at each seminar. At a minimum, seminars will be advertised via our social media presence (including Facebook) in such a way that complies with the requirements of 935 CMR 500.105(4). Seminars will be held virtually.

Measurements

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

- Documenting any job advertisements placed with Honest Jobs.

- Completing an anonymous employee demographic survey (in accordance with Ban the Box standards) to document the percentage of employees who are Massachusetts residents with past drug convictions.
- Documenting any CORI sealing seminars held, including the number of participants, any materials used, and any advertisements placed.

Acknowledgements

- Greene Street will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Greene Street will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- Greene Street acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001546372

The date of filing of the original certificate of organization: 12/13/2021

1.a. Exact name of the limited liability company: HEALING GREENE MASSACHUSETTS LLC

1.b. The exact name of the limited liability company as amended, is: HEALING GREENE MASSACHUSETTS LLC

2a. Location of its principal office:

No. and Street: 1960 MASSACHUSETTS AVENUE
 City or Town: CAMBRIDGE State: MA Zip: 02140 Country: USA

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

HEALING GREENE MASSACHUSETTS LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CT CORPORATION
 No. and Street: 155 FEDERAL STREET
SUITE 700
 City or Town: BOSTON State: MA Zip: 02100 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ALEXA ISBELL WOLMAN	19 KRIS COURT NEWARK, DE 19702 USA
MANAGER	MICHAEL ORTOLL	40 RHODES CIRCLE HINGHAM, MA 02043 USA

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

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

SOC SIGNATORY	ALEXA WOLMAN	19 KRIS COURT NEWARK, DE 19702 USA
SOC SIGNATORY	MICHAEL ORTOLL	40 RHODES CIRCLE HINGHAM, MA 02043 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:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ALEXA ISBELL WOLMAN	19 KRIS COURT NEWARK, DE 19702 USA

9. Additional matters:

10. State the amendments to the certificate:

THE NAME AND BUSINESS ADDRESS OF EACH MANAGER HAS BEEN AMENDED. 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, HAS BEEN AMENDED. 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 HAS BEEN AMENDED.

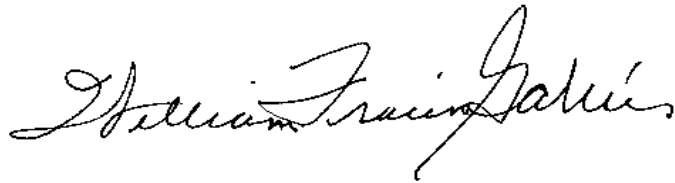
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of January, 2022,
ALEXA D. ISBELL, ESQ. , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

January 18, 2022 04:39 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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: 001546372

1. The exact name of the limited liability company is: HEALING GREENE MASSACHUSETTS LLC

2a. Location of its principal office:

No. and Street: 1960 MASSACHUSETTS AVENUE
 City or Town: CAMBRIDGE State: MA Zip: 02140 Country: USA

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

No. and Street: 1960 MASSACHUSETTS AVENUE
 City or Town: CAMBRIDGE State: MA Zip: 02140 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 PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ORGANIZE TO APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION OF THE COMMONWEALTH OF MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CT CORPORATION
 No. and Street: 155 FEDERAL STREET
SUITE 700
 City or Town: BOSTON State: MA Zip: 02100 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ADAM WOLMAN	19 KRIS COURT NEWARK, DE 19702 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	ALEXA WOLMAN	19 KRIS COURT NEWARK, DE 19702 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:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ADAM WOLMAN	19 KRIS COURT NEWARK, DE 19702 USA

9. Additional matters:

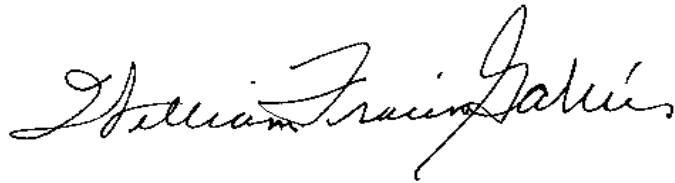
**SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of December, 2021,
ALEXA D. ISBELL, ESQ.**

(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:

December 13, 2021 10:51 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

May 9, 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

HEALING GREENE MASSACHUSETTS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 13, 2021**.

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

I also certify that the names of all managers listed in the most recent filing are: **ALEXA ISBELL WOLMAN, MICHAEL ORTOLL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ALEXA ISBELL WOLMAN, MICHAEL ORTOLL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ALEXA ISBELL WOLMAN**



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



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HEALING GREENE MASSACHUSETTS LLC
1960 MASSACHUSETTS AVE
CAMBRIDGE MA 02140-2102

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

PERSONS HAVING DIRECT/INDIRECT CONTROL ATTESTATION FORM

Signed under the pains and penalties of perjury, I, Michael Ortoll, an authorized representative of Healing Greene Massachusetts LLC DBA Greene Street (“Greene Street”), certify and attest to the following:

- Jamil Myrie is not considered a Person Having Direct/Indirect Control of Greene Street.
- Mr. Myrie does not meet any of the following criteria with respect to Greene Street:
 - A financial interest in the form of equity of 10% or greater, directly or indirectly, in Greene Street;
 - A voting interest of 10% or greater;
 - A right to veto significant events;
 - A relevant managerial, operational, or financial interest in the business of Greene Street and, by virtue of that interest, the ability to exercise a significant influence over the corporate governance of Greene Street;
 - The right to control or authority to make decisions regarding operations and strategic planning, capital allocations, acquisitions, and divestments;
 - The right to control or authority to appoint more than 50% of the directors or their equivalent;
 - The right to control or authority to appoint or remove corporate-level officers or their equivalent;
 - The right to control or authority to execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - The right to control or authority to earn 10% or more of the profits or collect more than 10% of the dividends.
- Mr. Myrie also does not meet any of the above criteria with respect to an indirect holding or parent company of Healing Greene Massachusetts LLC DBA Greene Street.

DocuSigned by:

7E81F9171382405...
Signature

6/2/2023

Date

Name: Michael Ortoll

Title: Manager

Entity: Healing Greene Massachusetts LLC DBA Greene Street

HEALING GREENE MASSACHUSETTS LLC

(A Massachusetts limited liability company)

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of: April __ 2022

THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“1933 ACT”), OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND SUCH LAWS. THE UNITS ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE CONTAINED IN THIS LIMITED LIABILITY COMPANY AGREEMENT AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT AND UNDER THE 1933 ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE UNITS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE SECURITIES BEING SOLD HEREUNDER OR THE ACCURACY OR ADEQUACY OF THE INFORMATION HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

**HEALING GREENE MASSACHUSETTS LLC
OPERATING AGREEMENT**

This Operating Agreement (this “Operating Agreement”) of Healing Greene Massachusetts LLC, a Massachusetts limited liability company (the “Company”), is entered into as of January __, 2022 (the “Effective Date”) by and among the Company, the Members identified on Schedule A attached hereto (the “Members”), and the Managers identified on Schedule B attached hereto as of the date hereof (the “Managers”). The Company, the Members, and the Managers each are referred to herein separately as “Party” and are referred to herein collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Company was formed under the laws of the Commonwealth of Massachusetts by the filing of a Certificate of Organization with the Secretary of the Commonwealth (the “Secretary of State”) on December 13, 2021, in accordance with the Massachusetts Limited Liability Company Act (the “Massachusetts Act”); and

WHEREAS, the Members wish to enter into this Operating Agreement to set forth the terms and conditions governing the operation and management of the Company.

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

**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions.

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

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

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

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

(ii) “Adjusted Taxable Income” of a Member for a Fiscal Year (or portion thereof) with respect to the Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); *provided*, that such taxable income shall be computed (i) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to its Units that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

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

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

(v) “BBA” means the Bipartisan Budget Act of 2015.

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

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

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

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

(c) the Book Value of all Company assets may, in the sole discretion of the Managers, be adjusted to equal their respective Fair Market Values, as determined by the Managers, if a timely election is made for federal income tax purposes under (d), below, as of the following times:

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

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member's Units; and

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

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

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

(viii) "Business Day" means a day other than a Saturday, Sunday, or any local, state, or federal holiday, or any other day on which commercial banks in the City of Boston are authorized or required to close.

(ix) “Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

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

(xi) “Class A Units” means the units issued by the Company entitling the holder to certain preferential rights as set forth in this Operating Agreement.

(xii) “Class A Members” means the Members holding the Class A Units as set forth on Schedule A, as amended from time to time.

(xiii) “Class B Units” means the units issued by the Company entitling the holder to certain preferential rights as set forth in this Operating Agreement.

(xiv) “Class B Members” means the Members holding the Class B Units as set forth on Schedule A, as amended from time to time.

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

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

(xvii) “SE/EE Status” means Certified Disadvantaged Business Enterprise status under the Regulatory Laws.

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

(xix) “Economic Interest” means the share of profits or other compensation by way of income and return of contributions an Economic Interest Owner is entitled to, but shall not include any right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members.

(xx) “Economic Interest Owner” means the owner of an Economic Interest who is not a Member. An Economic Interest Owner shall not be entitled to: (i) require any accounting of the Company’s transactions; (ii) inspect the Company’s books and records; (iii) require any information from the Company; or (iv) exercise any privilege or right of a Member which is not specifically granted to a non-substituted transferee of a limited liability company interest under the Massachusetts Act.

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

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

(xxiii) “Fair Market Value” of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Managers based on such factors as the Managers, in the exercise of their reasonable business judgment, consider relevant, and in default of such agreement, under the relevant provisions of GAAP.

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

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

(xxvi) “GAAP” means United States generally accepted accounting principles in effect from time to time, applied consistently hereunder.

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

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

(xxviii) “Independent Third Party” means any Person who, immediately prior to the contemplated transaction, does not directly or indirectly own or have the right to acquire any outstanding Units, and is not considered under the Code related or subordinate to an Person who does own or has a right to own Units.

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

- a. has breached any Regulatory Laws, the condition of any Regulatory Authority, or the conditions of any Regulatory Licenses;
- b. is not suitable, eligible or otherwise qualified with respect to (1) any Regulated Activities, (2) any Regulatory Licenses or (3) owning or controlling any Units or its position as a manager of officer of the Company, as applicable;
- c. fails to be found suitable, eligible or otherwise qualified with respect to (1) any Regulated Activities, (2) any Regulatory Licenses or (3) owning or controlling any Units or its position as a manager of officer of the Company, as applicable pursuant to any Regulatory Laws (including by the applicable Regulatory Authority); provided, however, such failure, in the good faith determination of the Disinterested Managers, precludes or materially delays, jeopardizes, impedes or impairs, or imposes materially burdensome terms and condition on, the ability of the Company or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License;
- d. causes, or would reasonably likely to cause, any Regulatory License to be lost, rejected, rescinded, suspended, revoked, not renewed or not reinstated by any Regulatory Authority; or
- e. is otherwise reasonably likely to preclude or materially delay, jeopardize, impede or impair, or impose materially burdensome terms and conditions on, the ability of the Company or any of its subsidiaries to conduct any Regulated Activities or to obtain, retain, renew or reinstate any Regulatory License.

(xxx) “Joinder Agreement” means the joinder agreement in form and substance attached hereto as Exhibit A and incorporated herein by reference.

(xxxix) “Lien” means any mortgage, pledge, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever.

(xxxix) “Managers” means each Person identified as of the date hereof as a Manager in Section 7.02(a). Only Members of the Company may serve as Managers.

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

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

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

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

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

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

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

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

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

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

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

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

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

(xli) “Percentage Interest” is a term used to make certain allocations among the Members herein and is calculated for each Member by dividing such Member's Units by the total number of Units held by all Members, with each such Members' respective Percentage Interest being reflected on Schedule A attached hereto, as the same may be hereinafter amended.

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

(xlili) “Quarterly Estimated Tax Amount” of a Member for any calendar quarter of a Fiscal Year means the excess, if any of (a) the product of (a) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter

of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member's Estimated Tax Amount for such Fiscal Year over (b) all distributions previously made during such Fiscal Year to such Member.

(xlv) "Remaining Members" means all Members other than an Offering Member, whose Units are subject to sale pursuant to Section 10.01 and Section 10.02.

(xlvi) "Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

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

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

(xlix) "Regulatory Laws" means any applicable state and local laws, statutes and ordinances requiring a license or franchise (including, without limitation, permit, approval, order, authorization, registration, finding of suitability, exemption, certification, clearance, waiver and similar qualifications) for Regulated Activities and all orders, decrees, rules and regulations promulgated thereunder, and all policies and interpretations of the applicable Regulatory Authorities of such laws, statutes, ordinances, orders, decrees, rules, and regulations.

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

(li) "Regulatory Redemption Date" means the date directed by a Regulatory Authority and, if not so directed, fixed by the Disinterested Managers for the redemption of Units pursuant to Section 10.03.

(lii) "Regulatory Redemption Notice" means that notice of redemption delivered by the Company pursuant to Section 10.03 to an Impacted Person if the applicable Regulatory Authority so requires the Company, or if the Disinterested Managers deem it

necessary or advisable, to redeem such Impacted Person's Units or Unit Equivalents. Each Regulatory Redemption Notice shall set forth (i) the Regulatory Redemption Date, (ii) the number and type of Units or Unit Equivalents to be redeemed, (iii) the Regulatory Redemption Price and the manner of payment therefor, and (iv) if applicable, the manner and place where any certificates for such Units (if any) shall be surrendered for payment, and (v) any other terms and conditions imposed by the applicable Regulatory Authority or the Disinterested Managers.

(lii) "Regulatory Redemption Price" shall mean the per Unit price for the redemption of any Units to be redeemed pursuant to Section 10.03, which shall be (i) the price (if any) required to be paid by the applicable Regulatory Authority, or if no such price is required, or (ii) the amount arrived at pursuant to the following: the Managers, in its discretion.

(liii) "SE/EE Status" means the Member is either a state-certified Economic Empowerment Program Participant, or a state-certified Social Equity Program Participant.

(liv) "SE/EE Units" means those Units held by Members who qualify for SE/EE Status.

(lv) "Securities Act" means the Securities Act of 1933.

(lvi) "Substituted Member" means any Person admitted to the Company as a Member in connection with the acquisition of another Member's Units pursuant to the terms of this Operating Agreement.

(lvii) "Tax Amount" of a Member for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Units.

(lviii) "Tax Rate" of a Member, for any period, means the highest marginal combined federal, state and local tax rate applicable to an individual residing in Boston, Massachusetts, taking into account (a) the character (for example, long-term or short-term capital gain, ordinary or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

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

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

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

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

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

Section 1.02 Interpretation.

For purposes of this Operating Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Operating Agreement as a whole. The definitions given for any defined terms in this Operating Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Operating Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Operating Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be

drafted. The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Operating Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on December 13, 2021 pursuant to the provisions of the Massachusetts Act, upon the filing of the Certificate of Organization with the Secretary of the Commonwealth.

(b) This Operating Agreement shall constitute the “operating agreement” (as that term is used in the Massachusetts Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Massachusetts Act and this Operating Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Operating Agreement than they would be under the Massachusetts Act in the absence of such provision, this Operating Agreement shall, to the extent permitted by the Massachusetts Act, control.

Section 2.02 Purpose.

(a) The Company’s purposes shall be to operate one or more business under and in accordance with marijuana licenses under the Regulatory Laws and to engage in other business activities reasonably related thereto, and to engage in any other act and to transact any and all business endeavors which a limited liability company may transact under the Massachusetts Act and consistent with the Regulatory Laws. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Massachusetts Act.

(b) In connection with the foregoing, the Company shall take all actions reasonably necessary in connection with the application for such licenses, and shall not, and each Member agrees that it shall not, otherwise take any action that would reasonably be expected to jeopardize such licenses. For the avoidance of doubt, such actions may include modifications to this Operating Agreement, provided that any such modification pursuant to this Section 2.02 shall be made so as to maintain the original intent of the parties hereto to the greatest extent possible.

(c) ACQUISITION OF THE UNITS INVOLVES DIRECT AND/OR INDIRECT FINANCIAL INTERESTS IN CANNABIS OR CANNABIS PRODUCTS, TRANSACTIONS AND ACTIVITIES. THE POSSESSION, CULTIVATION, MANUFACTURE, PRODUCTION, STORAGE, TESTING, DISTRIBUTION AND/OR SALE OF CANNABIS IS ILLEGAL UNDER U.S. FEDERAL LAW. NO PARTY, NOR ANY ATTORNEYS FOR ANY PARTY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY. EACH MEMBER ASSUMES ALL RISKS ASSOCIATED WITH

ACQUISITION OF THE UNITS, INCLUDING THE RISK OF CRIMINAL PROSECUTION, AND HEREBY REPRESENTS AND WARRANTS THAT IT UNDERSTANDS SUCH RISKS AND THAT ITS ACQUISITION OF THE UNITS DOES NOT VIOLATE THE LAWS OF THE JURISDICTIONS UNDER WHICH IT RESIDES OR IS DOMICILED AND, AS APPLICABLE, IS FORMED OR ORGANIZED (OTHER THAN U.S. FEDERAL LAWS AS THEY PERTAIN TO THE ILLEGALITY OF CANNABIS). THE MEMBERS AGREE TO REFORM THIS OPERATING AGREEMENT IF REQUIRED BY THE REGULATORY LAWS OR ANY REGULATORY AUTHORITIES.

Section 2.03 Name.

The name of the Company is “Healing Greene Massachusetts LLC” or such other name or names as may be designated by the Managers; provided that the name shall always contain the words “Limited Liability Company” or “limited company” or the designation “LLC” or “L.L.C.” or “L.C.” or “LC”. The Managers shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.04 Principal Office.

The principal office of the Company is located at 1960 Massachusetts Avenue, Cambridge, MA 02140, or such other place as may from time to time be determined by the Managers. The Managers shall give prompt notice of any such change to each of the Members.

Section 2.05 Registered Office and Registered Agent.

The registered agent and registered office of the Company are designated in the Certificate of Organization. The Managers may from time to time, in accordance with the Act, change the Company’s registered office and/or registered agent. The Managers shall select and designate a registered office and registered agent for the Company in each other state in which the Company is required to maintain or appoint one.

Section 2.06 Filings; Registered Office; Registered Agent.

(a) The Managers are hereby authorized to execute, file, and record all such certificates and documents.

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

(c) The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate

of Organization or such other Person or Persons as the Managers may designate from time to time in the manner provided by the Massachusetts Act and Applicable Law.

Section 2.07 Term.

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

Section 2.08 No State-Law Partnership.

Pursuant to Section 13.03, the Members intend for the Company to be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Members intend that the Company shall not be a state law partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager or Officer of the Company shall be a partner or joint venture of any other Member, Manager, or Officer of the Company, for any purposes other than as set forth in the first sentence of this Section 2.08.

**ARTICLE III
CAPITALIZATION; CAPITAL ACCOUNTS**

Section 3.01 Initial Capital Contributions.

Contemporaneously with the execution of this Operating Agreement, each Member has made an initial Capital Contribution and is deemed to own Units in the amounts set forth opposite such Member's name and address on Schedule A attached hereto (the "Members Schedule"). The Managers shall maintain and update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member in accordance with this Operating Agreement.

Section 3.02 Membership Units

(a) To Members who have made a Capital Contribution to the Company as of the date of this Operating Agreement, the Managers are authorized to cause the Company to issue up to (i) 510,000 Class A Units and (ii) 490,000 Class B Units. The rights, duties, and obligations of the Members of the Company shall be governed by the terms and conditions of this Operating Agreement and shall be represented by Units.

(b) "Other Units". In the future, the Company may raise additional capital through sales of additional units. The Managers have authority, in accordance with the provisions of this Operating Agreement, and without action by the Members, to designate and issue additional units, and to determine the voting rights, preferences, privileges and restrictions,

including dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences and the number of units constituting any series in the designation of any such preferred units. In addition, this Operating Agreement may be amended to include other series of Units.

(d) Notwithstanding the foregoing here, the Company will not, and each Member and Manager shall not cause the Company to, issue Units if such issuance would reasonably be expected to jeopardize the Company's SE/EE Status or otherwise jeopardize the business licenses or permits of the Company, unless approved by a majority vote of each class of Membership Interest. Any purported issuance of Units in violation of this Section 3.02(e) shall be void and of no effect.

Section 3.03 Additional Capital Contributions.

(a) If the Managers determine that the Company requires additional capital (the amount of such additional capital being referred to as a "Deficiency"), then the Managers may, but shall not be required to, request from the Class B Member an additional Capital Contribution equal to the amount of the Deficiency. The Class B Member shall contribute the Deficiency within thirty (30) business days following notice from the Managers or as otherwise agreed by the Managers, and the Class B Member's equity interest shall be adjusted, accordingly.

(b) Except as provided in Section 3.03, no Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Member or Members holding a majority of the Units.

Section 3.04 Maintenance of Capital Accounts.

The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 3.04. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any additional Capital Contributions;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article V; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member, or a proportionate amount of unsecured liabilities.

- (b) Each Member's Capital Account shall be decreased by:
 - (i) the cash amount or Book Value of any property distributed to such Member pursuant to Article VI and Section 14.03;
 - (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article V; and
 - (iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.05 Succession Upon Transfer.

In the event that any Units are Transferred in accordance with the terms of this Operating Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and, subject to Section 5.04, shall receive allocations and distributions pursuant to Article V, Article VI, Article X, and Article XI in respect of such Units.

Section 3.06 Limits on Contributions; No Third-Party Beneficiaries

No Member shall be obligated to contribute capital to the Company in excess of the amount set forth above (including, without limitation, to restore a deficit balance in such Member's capital account). The provisions of this Article III are intended solely for the benefit of the Members and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit on any creditor of the Company. No Member shall have any duty or obligation to any creditor of the Company to make payments with respect to its capital commitment. No creditor of the Company shall be a third-party beneficiary of this Agreement.

Section 3.07 No Withdrawals From Capital Accounts.

(a) No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Operating Agreement. No Member shall receive any interest, salary, management or service fees or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Operating Agreement. No Member shall have the right to receive distributions or the repayment of its Capital Contribution except as provided in Article IX upon dissolution and liquidation of the Company. No Member shall have any right to have the fair value of its Units in the Company appraised and paid out upon the resignation or withdrawal of such Member or any other circumstances.

(b) As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

Section 3.08 Loans From Members.

(a) No Member may lend money to the Company without the prior written consent of the Managers. Subject to applicable state laws regarding maximum allowable rates of interest, loans made by any Member to the Company (“Member Loans”) shall bear interest at the higher of (i) the prime rate of interest designated in the Wall Street Journal on any date within ten (10) days of the date of the loan, plus two (2) percentage points; or (ii) the minimum rate necessary to avoid “imputed interest” under section 7872 or other applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”). Such loans shall be payable on demand and shall be evidenced by one or more promissory notes.

(b) **Repayment of Loans.** After payment of (i) current and past-due debt service on liabilities of the Company other than Member Loans, and (ii) all operating expenses of the Company, the Company shall pay the current and past-due debt service on any outstanding Member Loans before distributing any amount to any Member pursuant to Article Four. Such loans shall be repaid *pro rata*, paying all past-due interest first, then all past-due principal, then all current interest, and then all current principal.

Section 3.09 Modifications.

The foregoing provisions and the other provisions of this Operating Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Managers determine that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Managers may authorize such modifications without the consent any Member.

**ARTICLE IV
MEMBERS**

Section 4.01 Admission of New Members.

(a) New Members may be admitted from time to time in connection with a Transfer of Units, subject to compliance with the provisions of Section 4.01(b) and Article IX.

(b) In order for any Person not already a Member of the Company to be admitted as a Member: (i) such Person must have reached at least twenty-one (21) years of age, if a human being; (ii) the holders of a majority of each class of Membership Interest shall have approved the admission of such Person to membership of the Company; and (iii) such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement (with (i), (ii), and (iii) collectively known as the “Membership Initiation Process”). Upon the amendment of the Members Schedule by the

Managers and the satisfaction of any other applicable conditions, including the receipt by the Company of consideration for the issuance of Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Managers shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 3.04.

(c) Notwithstanding anything else contained herein, a Person not already a Member of the Company may only be admitted as a Member, and the Members and Managers may only cause a Person not already a Member of the Company to be admitted as a Member, if such Person is qualified under the Regulatory Laws to have an ownership or economic interest in the Company and the addition of such Person as a Member would not jeopardize or be reasonably expected to jeopardize the Company's SE/EE or the business licenses or permits of the Company. Without limiting any other obligations contained herein, any Person to be admitted as a Member shall provide any and all information required by the Regulatory Laws or reasonably required by the Company in connection with such admission as a Member, and submit to any applicable background checks or fingerprinting required by the Regulatory Laws or otherwise by any Regulatory Authorities. Any purported admission of a Person as a Member in violation of this Section 4.01(c) shall be void and of no effect.

Section 4.02 No Personal Liability.

Except as otherwise provided in the Massachusetts Act, by Applicable Law or expressly in this Operating Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.03 Death.

The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall be owned by his or her estate, and thereafter Transferred in accordance with such Member's Will or according to the laws of intestacy to such person or persons ("heirs") as provided in such Will or laws; provided, that within a reasonable time after such Transfer, the heir shall be admitted as a Member in accordance with the terms hereof, including but not limited to, (a) the execution and delivery of a written undertaking substantially in the form of the Joinder Agreement, (b) such heirs comply with and provide such information as required by Section 4.01(b) or Section 4.01(c), and (c) provided that such Transfer does not jeopardize and would not reasonably be expected to jeopardize the Company's SE/EE Status or otherwise jeopardize or be reasonably expected to jeopardize the business licenses or permits of the Company. In the event that such heirs are not eligible to be Members of the Company pursuant to Section 4.01(b) or Section 4.01(c), such Units shall not Transfer to such heirs, and the Company shall negotiate in good faith with the estate of the decedent Member to execute agreements and documentation necessary to effect a Transfer or other disposition of such Units in a manner to maintain the Company's SE/EE Status or otherwise not jeopardize the business licenses or permits of the Company.

Section 4.04 Meetings of Members.

(a) Meetings of the Members may be called by (i) the Managers or (ii) by a Member or group of Members holding at least 25% of the Units.

(b) Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Managers or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place as the Managers or the Member(s) calling the meeting may designate in the notice for such meeting.

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

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

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; *provided*, that the appropriate Members shall have been notified of the meeting in accordance with Section 4.04(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.05 Quorum.

A quorum of any meeting of the Members shall require the presence of the Member or Members holding a majority of the Class A Units as well as a majority of the Class B Units. Subject to Section 4.06, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.06, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Member or Members holding a majority of the Units.

Section 4.06 Action without a Meeting.

Notwithstanding the provisions of Section 4.05, any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice

and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than a majority of the outstanding Units. A record shall be maintained by the Managers of each such action taken by written consent of a Member or Members.

Section 4.07 Power of Members.

Except as otherwise specifically provided by this Operating Agreement or required by the Massachusetts Act, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 4.08 Regulatory Covenants of the Members.

Each of the Company's Members covenants that:

- (a) all Units held by such Member shall be held subject to the restrictions and requirements of all Regulatory Laws;
- (b) such Member shall comply with all Regulatory Laws including (i) filing required applications for Regulatory Licenses, as applicable, (ii) providing all information regarding such Member as may be requested or required by Regulatory Authorities (including in connection with any application for a Regulatory License), and (iii) responding to written or oral questions or inquiries from any Regulatory Authorities;
- (c) such Member consents to (i) the performance of any personal background investigation that may be required by any Regulatory Authorities or Regulatory Laws and (ii) the disclosure by the Company of any information regarding such Member required by Regulatory Authorities or Regulatory Laws without the need to obtain approval from such Member;
- (d) any Transfer of Units held by such Member shall be subject to the requirements of all Regulatory Laws, including that such Transfer may be subject to the prior approval of the Regulatory Authorities, and any purported Transfer thereof in violation of such requirements shall be void and of no effect; and
- (e) in the event that such Member (i) has experienced an event or circumstance, or otherwise reasonably believes, that such Member may meet any condition to be deemed an Impacted Person or (ii) has knowledge that any other Member or any other individual elected or appointed as a director or officer of the Company or any current director or officer of the Company has experienced an event or circumstance, or otherwise may meet any condition to be deemed an Impacted Person, then, in all cases, such Member shall promptly notify the Company of the relevant details.

Section 4.09 No Interest in Company Property.

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

Section 4.10 Certification of Units.

(a) The Managers may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

(b) If the Managers shall issue certificates representing Units in accordance with Section 4.10(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

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

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

Section 4.11 Other Activities; Business Opportunities.

Nothing contained in this Operating Agreement shall prevent any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Business. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Member for any profits or income earned or derived from other such activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Member of any business opportunity of any type or description. Notwithstanding the foregoing, from the date of this Agreement and for as long as the Class A Member holds SE/EE Status, except as set forth on Schedule C attached hereto, the Class A Member shall have no ownership interest or active participation as an employee, officer, director or otherwise in any regulated cannabis business in the Commonwealth of Massachusetts unless

the Class A Member shall first offer such opportunity to the Company and/or the other Members.

ARTICLE V ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss.

For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in Section 5.02, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Units.

Section 5.02 Regulatory and Special Allocations.

Notwithstanding the provisions of Section 5.01:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02 is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In the event any Member receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income but not cash flow shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

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

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c) and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions pursuant to Section 5.01 and Section 5.02, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company’s subsequent income, gains, losses and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

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

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value in Section 1.01, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

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

(e) Allocations pursuant to this Section 5.03 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Operating Agreement.

Section 5.04 Allocations in Respect of Transferred Units.

In the event of a Transfer of Units during any Fiscal Year made in compliance with the provisions of this Operating Agreement, Net Income, Net Losses and other items of income, gain, loss and deduction of the Company attributable to such Units for such Fiscal Year shall be determined using any method allowed under the Code and selected by the Managers.

ARTICLE VI DISTRIBUTIONS

Section 6.01 General.

(a) Subject to Section 6.02, the Managers, in their sole discretion, may make and pay distributions of cash or other assets of the Company to the Members from time to time. Except as may be set forth in any authorizing resolution establishing any new class of Units, all distributions declared by the Managers shall be made to the Members first to the Members in in proportion to his, her, or its positive Capital Accounts until each Member has received distributions equal to his, her, or its Capital Accounts, and all Capital Accounts are reduced to zero (determined as of the date of such distribution and reduced by the aggregate amount of distributions a Member under this Agreement); and second, *pro rata* in accordance with their percentage ownership of Units, regardless of type or class.

(b) Notwithstanding any provision to the contrary contained in this Operating Agreement, the Company shall not make any distribution to Members if such distribution would violate §18-607 of the Massachusetts Act, any Regulatory Law, or other Applicable Law.

Section 6.03 Tax Withholding; Tax Withholding Advances.

(a) Tax Withholding. Each Member agrees to furnish the Company with any representations and forms as shall be reasonably requested by the Managers to assist it in determining the extent of, and in fulfilling, any tax withholding obligations the Company may have.

(b) Withholding Advances. The Company is hereby authorized at all times to make payments (“Withholding Advances”) with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Tax Matters Representative based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a “Taxing Authority”) with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 6.03(b) shall nonetheless be deemed distributed to the Member in question for all purposes under this Operating Agreement. If the Company makes any Withholding Advance in respect of a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per

annum (the “Company Interest Rate”), compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall not constitute a Capital Contribution). Each Member’s reimbursement obligation under this Section 6.03(b) shall continue after such Member transfers its Units.

(c) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest or penalties that may be asserted by reason of the Company’s failure to deduct and withhold tax on amounts distributable or allocable to such Member not caused by the Company’s negligence or misconduct. The provisions of this Section 6.03(c) and the obligations of a Member pursuant to Section 6.03(b) shall survive the termination, dissolution, liquidation and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.03(c), including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

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

ARTICLE VII MANAGEMENT

Section 7.01 Management of the Company.

The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Managers. Subject to the provisions of Section 7.05, the Managers, acting by majority decision, shall have, and are hereby granted, full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as they may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, including, without limitation to consult and retain appropriate business, legal, and tax advice and counsel related thereto, and to issue additional Units or admit additional Members to the Company.

Section 7.02 Number, Election and Term of Managers.

(a) The number of Managers shall be fixed from time to time by the affirmative vote of the Member or Members holding at least 80% of the outstanding Units, but the number of Managers shall not be less than one (1) nor more than the number of Members. The Company shall initially have two (2) Managers, consisting of one appointed by each of the initial two Members.

(b) The Managers shall maintain a schedule of all Managers with their respective mailing addresses (the “Managers’ Schedule”), and shall update the Managers’ Schedule upon the removal or replacement of any Manager in accordance with this Section 7.02 or Section 7.03. A copy of the Managers’ Schedule as of the execution of this Operating Agreement is attached hereto as Schedule B.

(c) Unless changed in accordance with Section 7.02 (a): Ortoll or any Transferee admitted as a Substitute Member for the Units owned by him under this Agreement (his “Substitute Member”) shall be entitled to appoint one (1) Manager (the “Ortoll Manager”) and Dream Greene Massachusetts LLC or its Substitute Member shall be entitled to appoint one (1) Manager (the “Dream Greene Manager”). Each Manager shall hold office until his or her resignation, removal from office as hereinafter provided, or death or incapacity.

(d) The initial Ortoll Manager shall be Michael Ortoll and the initial Dream Greene Manager shall be Alexa Wolman.

(e) In the event that a Manager vacancy is created at any time due to the death, Disability, retirement, resignation or removal of a Manager, the holder of the Units entitled to appoint such Manager shall have the right to designate an individual to fill such vacancy. In the event that such Member shall fail to designate in writing a replacement to fill a vacant Manager position, and such failure shall continue for more than thirty (30) days after notice from the Company with respect to such failure, then the vacant position shall be filled by the remaining Managers then in office.

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

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

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

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

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

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

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

Section 7.03 Removal; Resignation.

(a) A Manager may be removed or replaced at any time, with or without cause, upon the written request of the holder of the Units entitled to appoint such Manager. A Manager may be removed for Cause by the holder(s) of the Units entitled to appoint such Manager, and a replacement appointed to fill the vacancy pursuant to Section 7.02(c).

(b) "Cause" means:

(i) the Manager's commission of fraud, embezzlement, misappropriation of funds, material misrepresentation, breach of fiduciary duty or other act of dishonesty against the Company;

(ii) the Manager's conviction of a felony or of a misdemeanor if such misdemeanor involves moral turpitude or misrepresentation, including a plea of guilty or nolo contendere (collectively, "Conviction").

(iv) the Manager's material breach of any provision of this Operating Agreement, which breach is not cured within thirty (30) days following written notice;

(v) the Manager's intentional wrongful act or gross negligence hereunder that has a material detrimental effect on the Company;

(vi) the Manager is deemed to be an Impacted Person;

(vii) the Manager's inability to perform their duties under this Operating Agreement as the result of their incapacity due to death, physical or mental illness, and such inability lasts ninety (90) days after its commencement; or

(viii) the appointment of a guardian or conservator for a Manager.

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

(d) The resignation of a Manager who is also a Member shall not in and of itself constitute a withdrawal or expulsion of the Manager as a Member of the Company or otherwise affect the Manager's rights as a Member.

(e) The removal of a Manager under Section 7.03(i)-(vi) above shall constitute a withdrawal or expulsion of the Manager as a Member.

Section 7.05 Action by Managers.

(a) If there is more than one Manager serving, all decisions requiring action of the Managers or relating to the business or affairs of the Company shall be decided by the affirmative vote or consent of a majority of the Managers as determined per capita (one (1) vote per Manager). In the event of a deadlock between or among Managers, Michael Ortoll shall provide the final vote on such action.

(b) Any action of the Managers may be taken without a meeting if either (i) a written consent of a majority of the Managers shall approve such action; *provided*, that prior written notice of such action is provided to all Managers at least one (1) Business Day before such action is taken, or (ii) a written consent constituting all of the Managers shall approve such action. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of the Commonwealth of Massachusetts.

Section 7.06 Examples of Manager's Authority.

Without limiting the grant of authority set forth this Article VII, and subject to any other limitations set forth in this Agreement, a majority in number of the Managers, acting in

concert, shall have the power to (i) create classes of Units with such terms and conditions as they may determine in its sole discretion; (ii) issue Units to any person for such consideration as they may determine in its sole discretion, and admit such persons to the Company as Members; (iii) engage the services of third parties to perform services on behalf of the Company; (iv) enter into one or more joint ventures; (v) purchase, lease, sell, or otherwise dispose of real estate and other assets, in the ordinary course of business or otherwise; (vi) enter into leases and any other contracts of any kind; (vii) incur indebtedness on behalf of the Company, whether to banks or other lenders; (viii) determine the amount of the Company's available cash and the timing and amount of distributions to Members; (ix) limit the information to be provided to the Members pursuant to Massachusetts Law; (x) grant mortgages, liens, and other encumbrances on the Company's assets; (xi) make all elections under the Code and the provisions of state and local tax laws; (xiii) file a petition in bankruptcy; (xiv) discontinue the business of the Company; and (xv) dissolve the Company.

Section 7.07 Decisions Requiring Member Approval.

Notwithstanding anything else in this Agreement, the Managers shall not have the authority to do any of the following without the express prior consent of holders of a majority of the Class B Units:

- (a) Prior to actual termination of the Company, sell substantially all of the property in liquidation or cessation of the business of the Company;
- (b) Except as otherwise provided, admit any substitute or additional Members into the Company;
- (c) Amend this Agreement;
- (d) Change or reorganize the Company into any other legal form;
- (e) Expel a Member from the Company;
- (f) Dissolve and/or liquidate the Company;
- (g) Determine that a Deficiency under Section 3.02 requires additional Capital Contributions;
- (h) Distribute more than twenty-five percent (25%) of the fair market value of the Company's assets in any tax year;
- (i) Issue any Units to any person;
- (j) Redeem, liquidate, purchase or otherwise acquire the Units of any Member;
- (k) Return the Capital Contribution of any Member;
- (l) Contribute Company Property to a Charity; and
- (m) Register any Units of this Company for an offering under any federal or state securities law.

Section 7.06 Officers.

The Managers may appoint individuals as officers of the Company as they deem necessary or desirable to carry on the business of the Company and the Managers may delegate in writing to such officers such power and authority as the Managers deem advisable. No officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each officer shall hold office until their successor is designated by the Managers or until their earlier death, resignation or removal. Any officer may resign at any time on written notice to the Managers. Any officer may be removed by the Managers with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Managers.

Section 7.07 Other Activities of Managers; Business Opportunities.

The Managers shall devote so much time and attention to the business of the Company as they deem appropriate in their sole discretion, provided that, at a minimum, the time devoted is sufficient to carry out the objectives of the Company. Nothing contained in this Operating Agreement shall prevent any Manager from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Managers shall be obligated to account to the Company or to the Members for any profits or income earned or derived from other such activities or businesses. None of the Managers shall be obligated to inform the Company or the Members of any business opportunity of any type or description.

**Section 7.08 Compensation and Reimbursement of Managers;
No Expectation of Employment.**

(a) Any Manager shall be reimbursed all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the Managers.

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

Section 7.09 No Personal Liability.

Except as otherwise provided in the Massachusetts Act, by Applicable Law or expressly in this Operating Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE VIII

INTELLECTUAL PROPERTY

Section 8.01 Member IP.

The Company recognizes that the Members may own good and valuable patents, trade secrets, trademarks, domain names, and copyrights and other intellectual property rights created by the Members prior to or outside the business of the Company for purposes outside the purpose of the Company (“Member IP”) such Member IP shall remain solely to those Members respectively. Notwithstanding the foregoing, if the Company wishes to use any Member IP, such use shall be subject to a license by and between such Member and the Company.

Section 8.02 Company IP

(a) Notwithstanding any other provision of this Operating Agreement, each Member acknowledges and agrees that all ownership rights with respect to patents, trade secrets, trademarks, domain names, and copyrights created by each of them in connection with the purpose of the Company, (collectively, “Company IP”) shall be owned by the Company and shall be considered assets of the Company. Such ownership rights of Company IP may be transferred, licensed, or assigned to third parties only upon the approval of a majority of the Units.

(b) Each Member warrants that any Company IP produced by such Member is not subject to any claim of ownership by any other Member, individually. Each Member further warrants that any rights in Company IP either now held or later acquired by that Member shall not result in any royalty, fee, or credit to the Member’s Capital Account as described in Section 3.04 of this Operating Agreement.

(c) Each Member and Manager shall also have the right, but not the obligation, to contribute its individual Member IP, or any derivative thereof, to the Company that he or she may create that is unrelated to the Company’s purpose (collectively, “Future Assets”). In such an event, the Member or Manager shall agree unanimously in writing (as a supplement or amendment to this Operating Agreement, the terms of which will be incorporated herein by reference) to the material terms and conditions that will govern the ownership, development, management and commercialization of those Future Assets and the Member’s and Manager’s individual respective rights, obligations and liabilities with respect thereto, which shall be attached as a Schedule to this Operating Agreement and incorporated herein by reference.

Section 8.03 Work for Hire.

Each Member and Manager acknowledges and agrees that any works that each of them may create in connection with the Company’s purpose (individually and/or collectively, the “Works”) is/are hereby deemed a “work made for hire” as defined in 17 U.S.C. § 101, which comprise Company IP and are owned by the Company. If, for any reason, any of the Works, or any portion of them, do not constitute a “work made for hire,”

such Member or Manager agrees to irrevocably assign the Works to the Company, in each case without additional consideration, all right, title, and interest throughout the world across all mediums, now known or hereinafter devised, in and to such Company IP. Each Member hereby irrevocably grants and assigns to the Company all rights in the Works free from any restrictions and limitations.

ARTICLE IX TRANSFERS

Section 9.01 General Restrictions on Transfer.

(a) Each Member agrees that such Member will not Transfer any of their Units unless permitted under this Operating Agreement. Any Transfer or attempted Transfer of any Unit in violation of this Operating Agreement shall be void and of no effect, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Unit for all purposes of this Operating Agreement.

(b) Members may Transfer of all or any portion of its Units to any of the following:

(i) a trust under which the distribution of Units may be made only to such Member or its members (if a limited liability company) and as to which all beneficiaries are Members or affiliates of Members, so long as such Member retains control of all voting rights related to such trust during such Member's lifetime; or

(ii) a corporation, partnership or limited liability company, the stockholder or member of which is only such Member, so long as such Member retains control of all voting rights related to such entity during such Member's lifetime;

(c) Notwithstanding any other provision of this Operating Agreement, each Member agrees that it will not Transfer all or any portion of its Units in the Company, and the Company agrees that it shall not sell any Units:

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

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

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

(iv) if such Transfer or issuance would violate the Regulatory Laws or otherwise would jeopardize the Company's SE/EE Status or the business licenses or permits of the Company;

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

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

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

(d) No Units shall be pledged, hypothecated, or otherwise encumbered without the unanimous approval of the Managers.

(e) Unit Transfers may only be effective as of either the first or the last day of a calendar month.

Section 9.02 Admission of Transferees as Members.

Subject to the other provisions of this Article IX, a Transferee of a Units may be admitted to the Company as a Substituted Member only upon satisfaction of the Membership Initiation Process set forth in Section 4.01(b) and the requirements set forth in Section 4.01(c), and such Transferee will have the status of an Economic Interest Owner unless and until the conditions to admission set forth in Section 4.01(b) and Section 4.01(c) are satisfied. Upon the admission of the Substituted Member in accordance with Section 4.01(b), the records of the Company shall be amended to reflect the name and address of such Substituted Member and to eliminate the name and address of the Transferring Member.

Section 9.03 Complete Assignment by Member.

Unless and until the Transferee of a Transferring Member is admitted to the Company as a Substituted Member in accordance with this Operating Agreement, the assigning Member (a) shall retain the statutory rights and be subject to the statutory obligations of a transferring Member under the Act, and (b) shall continue to be liable for all of its obligations hereunder.

Section 9.04 Units Covered.

This Operating Agreement shall cover all of the Units now owned or hereafter acquired by the Members while this Operating Agreement remains in effect.

Section 9.05 Future Issuances.

The Company may not issue Units to any Person who is not already a party to this Operating Agreement unless, contemporaneously with the issuance of such Units such Person satisfies the provisions of Section 4.01(b) and Section 4.01(c).

Section 9.06 Preemptive Rights.

(a) **Issuance of Additional Equity Securities.** The Company hereby grants to each Member (each, a "Preemptive Member") the right to purchase its Pro Rata Portion of any new Equity Securities (other than any Excluded Securities) (the "New Securities") that the Company may from time to time propose to issue or sell to any party.

(b) **Additional Issuance Notices.** The Company shall give written notice (an "Issuance Notice") of any proposed issuance or sale described in Section 9.06 (a) to the Preemptive Members within five (5) Business Days following any meeting of the Managers at which any such issuance or sale is approved. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase New Securities and shall set forth the material terms and conditions of the proposed issuance, including:

(i) the number and description of the New Securities proposed to be issued and the percentage of the Company's outstanding Equity Securities such issuance would represent;

(ii) the proposed issuance date, which shall be at least twenty (20) Business Days from the date of the Issuance Notice; and

(iii) the proposed purchase price.

(c) **Exercise of Preemptive Rights.** Each Preemptive Member shall for a period of fifteen (15) Business Days following the receipt of an Issuance Notice (the "Exercise Period") have the right to elect irrevocably to purchase its Pro Rata Portion of the New Securities at the purchase price set forth in the Issuance Notice by delivering a written notice to the Company (an "Acceptance Notice"). The delivery of an Acceptance Notice by a Preemptive Member shall be a binding and irrevocable offer by such Preemptive Member to purchase the New Securities described therein. The failure of a Preemptive Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of its rights under this Section 9.06 with respect to the purchase of such New Securities, but shall not affect its rights with respect to any future issuances or sales of New Securities.

ARTICLE X
EVENTS THAT TRIGGER OPTION TO BUY UNITS

Section 10.01 Voluntary Transfers.

When a Member (the “Offering Member”) desires to Transfer any or all of its Units (the “Offered Interests”) other than as provided in Section 9.01(b), or in Section 10.02, or Section 10.03, the Offering Member shall give prompt, written, unconditional, and irrevocable notice to the Company and the Remaining Members of such intention (a “Sale Notice”, and the Company, first, and each Remaining Member, second, shall have the option to purchase all (but not less than all) of the Offered Interests pursuant to the terms of this Article X and Article XI.

Section 10.02 Involuntary Transfers.

(a) Prior to a potential Transfer of Units that occurs in connection with: (i) a sale upon execution or in foreclosure of any pledge, hypothecation, lien or charge; (ii) a voluntary or involuntary petition under any federal or state bankruptcy, insolvency or related law; (iii) the appointment of a receiver; (iv) an assignment for the benefit of creditors; (v) a distribution of marital property prior to divorce; (vi) a distribution of marital property following divorce; or (vii) attachment, assignment or other collection action, (each, an “Involuntary Transfer”); the Member shall give prompt written notice to the Company and the Remaining Members disclosing in full the nature and details of the Involuntary Transfer, and the Company, *first*, and each Remaining Member, *second*, shall have the option to purchase all (but not less than all) of the Units owned by the Transferring Member at the effective date of the Involuntary Transfer pursuant to the terms of this Article X and Article XI.

**Section 10.03 Procedure to Purchase Membership Interests Upon
Involuntary Transfer**

(a) Whenever the Company and/or the Remaining Members have the option to purchase Units under Section 10.01 or Section 10.02 (in either the case, the “Option Interests”), the following procedures shall apply:

(i) The initial right of the Company to purchase all (but not less than all) of the Option Interests shall be exercisable with the delivery of a written notice by the Company to the Offering Member or the Transferring Member, as the case may be, and the Remaining Members within thirty (30) days of (i) in the case of a voluntary Transfer pursuant to 10.01, the receipt of the Offering Member’s written notice regarding the Offered Interests; or (ii) in the case of an Involuntary Transfer pursuant to Section 10.02, the receipt of the Transferring Member’s written notice of Involuntary Transfer. The Company’s written notice of exercise shall be binding upon delivery and irrevocable by the Company.

(ii) If the Company does not elect to purchase all of the Option Interests, the Remaining Members shall have the right to purchase all (but not less than all) of the Option Interests. For a period of thirty (30) days following the earlier of the expiration of the Company’s option period set forth in Section 10.03(a)(i) or receipt of written notice from the

Company that it does not elect to purchase the Option Interests, each Remaining Member shall have the right to elect to purchase all (but not less than all) of their pro rata portion of the Option Interests by delivering written notice to the Company and the Offering Member or the Transferring Member, as the case may be. The pro rata portion of each Remaining Member for the purposes of this Article X shall be determined by dividing (i) the number of Units owned by a Remaining Member by (ii) the total number of Units owned by all of the Remaining Members. Each Remaining Member's exercise notice shall be binding upon delivery and irrevocable by such Remaining Member.

(iii) If the Remaining Members pursuant to Section 10.03(a)(ii) do not, in the aggregate, elect to purchase all of the Option Interests, each Remaining Member electing to purchase its pro rata portion of the Option Interests in accordance with Section 10.03(a)(ii) (each, an "Exercising Member") shall have the right to purchase all (but not less than all) of any remaining Option Interests not elected to be purchased by the other Remaining Members. As promptly as practicable following the expiration of the Remaining Members' option period set out in Section 10.03(a)(ii), the Offering Member or Transferring Member, as the case may be, shall deliver a written notice to each Exercising Member stating the number of remaining Option Interests available for purchase. For a period of thirty (30) days following the receipt of such written notice, each Exercising Member shall have the right to elect to purchase all (but not less than all) of the remaining Option Interests by delivering a written notice to the Company and the Offering Member or the Transferring Member, as the case may be. If more than one Exercising Member delivers an exercise notice pursuant to this Section 10.03(a)(iii) (each, an "Over-Allotment Participating Member"), the remaining Option Interests shall be allocated pro rata among the Over-Allotment Participating Members based on a fraction determined by dividing (i) the number of Units owned by the Over-Allotment Participating Member by (ii) the number of Units owned by all Over-Allotment Participating Members; unless within thirty (30) days following the receipt of written notice to that effect, the Over-Allotment Participating Members deliver a joint written notice to the Company and the Offering Member or Transferring Member, as the case may be, agreeing to a different allocation for all (but not less than all) of the remaining Option Interests. Each Over-Allotment Participating Member's exercise notice shall be binding upon delivery and irrevocable by the Over-Allotment Participating Member.

(b) The failure of the Company or any Remaining Member to deliver an exercise notice by the end of their respective option periods shall constitute a waiver of the applicable rights of first offer under this Article X with respect to the Transfer of such Option Interests, but shall not affect their respective rights with respect to any future Transfers.

Section 10.04 Purchase Price for Involuntary Transfers.

(a) The purchase price for any Units purchased under Section 10.02 will be an amount equal to the Appraised Value of the Units. For purposes of this Operating Agreement, the "Appraised Value" means 80% of the value of the Units in the event of a purchase pursuant to the provisions of Section 10.02, determined by the Managers in their discretion, valuing the Company as a going concern and valuing the Units on the basis of this Operating Agreement and on a basis exclusive of any adjustment to such value due to the liquidity or absence of any established market for the Units.

(b) Payment for any Units purchased by the Company pursuant to Section 10.02 shall be as follows:

(i) Cash equal to at least twenty percent (20%) of the aggregate purchase price. The unpaid balance, if any, plus interest at the lowest possible rate per annum to avoid imputation of interest under the then applicable provisions of the Internal Revenue Code, will be paid in five (5) equal annual installments, commencing on the anniversary date of the first payment.

(ii) The obligation to make the installment payments, if any, will be evidenced by a non-negotiable, non-cognovit promissory note of the Company. The note may be prepaid in whole or in part at any time without premium or penalty. Any prepayment will be applied first to accrued interest and then to the installments in the inverse order in which they are due. The note will be subject to acceleration in the event any installment of any note is not paid when due and default in payment continues for a period of sixty (60) days.

(iii) Concurrently with the delivery of the cash and promissory note by the Company, the selling Member under the provisions of this Operating Agreement will deliver to the Managers the following:

(A) The certificate or certificates, if any, evidencing the Units to be sold, duly endorsed in blank for transfer or accompanied by duly executed blank transfer powers.

(B) All other documents (including, without limitation, releases to the Company) that, in the opinion of counsel for the Company, may be reasonably required to effectuate the sale in the best interests of the Company in accordance with the provisions of Section 10.02 or Section 10.03.

(iv) On receipt of all documentation required by this Section 10.04, the Company will cause the Units to be transferred and reissued to and in the name of the Company. The Company will cooperate to deliver evidence of ownership of the Units, accompanied by duly executed blank transfer powers, to a bank trust department, or to such other third party as the parties may agree (the "Agent") to be held in pledge as security for the payment on the promissory note.

(v) The Agent will hold the Units in pledge and will release portions of the Units from the pledge as payments are made by the Company until full payment of the purchase price has been made at which time all of the Units shall be released from the pledge. The seller will have a security interest in the Units sold as provided in this Operating Agreement and in the Uniform Commercial Code of the Commonwealth of Massachusetts. On payment of the final installment of the purchase price, the Agent will deliver back any evidence of ownership of the Units to the Company and will then be relieved of all further duties under this Section 10.02. No distributions will be paid on the Units purchased by the Company and such Units will be treated by the Company as being unissued so long as they are held in pledge.

(vi) In the event of any default by the Company, the seller will have all rights of a secured party under the Uniform Commercial Code as then adopted in the Commonwealth of Massachusetts and may direct the Agent to sell the Units held by the Agent, subject to the restrictions on the Units contained in this Operating Agreement, for the benefit of the seller in accordance with applicable law. The remedy of sale shall be exclusive.

(vii) If neither the Company nor the Remaining Members elect to purchase all of the Offered Interests under Section 10.01 or Section 10.02, then the Offering Member may, during the thirty (30) day period following the expiration of the required periods of such option (which period may be extended for a reasonable time not to exceed ninety (90) days), subject to and under this Operating Agreement, Transfer, all of such Offered Units on terms and conditions no more favorable to such Transferee than those specified in an offer made under or as provided by this Operating Agreement. If the Offering Member does not Transfer the Option Interests within such period, the rights provided hereunder shall be deemed to be revived and the Option Interests shall not be offered to any Person unless first re-offered to the Company and the Remaining Members in accordance with this Operating Agreement.

Section 10.05 Regulatory Redemptions.

(a) Upon receipt of a notice that a Member may meet any condition to be deemed an Impacted Person, such Member shall have thirty (30) days from the receipt thereof (to the extent permitted by any Regulatory Laws, including by the applicable Regulatory Authority), at such Member's sole election, to take all actions, at such Member's costs, to cure such condition. Upon the expiration of such period of time, if such Member has not cured such condition, the Disinterested Managers shall promptly make a determination regarding such Managers as an Impacted Person.

(b) Upon any determination that a Member is an Impacted Person, the Disinterested Managers may determine that the Impacted Person is permitted to Transfer its Units to an individual or entity approved by the Disinterested Managers (provided that such Transfer is permitted by any Regulatory Laws, including by the applicable Regulatory Authority) and such Transfer otherwise complies with the provisions of this Operating Agreement. If the Disinterested Managers determine that such Impacted Person shall not be permitted to Transfer its Units, such applicable Units shall be subject to redemption in accordance with Section 10.05(c) – (h).

(c) The Units owned or controlled by an Impacted Person shall be redeemable by the Company, subject to applicable law, as directed by a Regulatory Authority and, if not so directed, as and to the extent deemed necessary or advisable by the Disinterested Managers, in which event the Company shall deliver a Regulatory Redemption Notice to the Impacted Person and shall redeem the Units on the Regulatory Redemption Date and for the Regulatory Redemption Price (not to exceed 90% of fair market value) set forth in the Regulatory Redemption Notice. To the extent that the redemption of less than all of the Units held by an Impacted Person would address the deficiency, the Managers may determine, in their discretion, to redeem only such Units to address the deficiency and such Units shall be

selected in such manner as shall be determined by the Disinterested Managers. In accordance with the requirements of the Regulatory Redemption Notice, such Impacted Person shall surrender the certificate(s), if any, representing the Units to be so redeemed.

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

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

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

(g) Except as required by a Regulatory Authority, nothing in this Section 10.05 shall be deemed or construed to require the Company to redeem or repurchase any Units owned or controlled by an Impacted Person.

(h) The Disinterested Managers shall have the exclusive right to interpret all issues arising under this Section 10.05, and any determination of the Disinterested Managers under this Section 10.05 or by a Regulatory Authority (whether or not such determination is final, binding, or non-appealable) shall be final, binding and conclusive determination for all purposes of this Section 10.05. The Disinterested Managers may also impose additional terms and conditions in connection with any redemption under this Section 10.05 and, from time to time, may adopt such other provisions and procedures in furtherance of this Section 10.05. In the event there is no Disinterested Managers, the Company and the Impacted Person jointly shall appoint an independent individual within forty-five (45) days.

Section 10.06 Cooperation.

Each Transferring Member shall take all actions as may be reasonably necessary to consummate the transactions under this Article X.

**ARTICLE XI
DRAG-ALONG AND TAG-ALONG RIGHTS**

Section 11.01 Drag-Along Rights

(a) Participation. If the holder or holders of a majority of the Class B Units (such Member or Members, the “Dragging Member”), proposes to Transfer all of the Units owned by the Dragging Member (a “Drag-along Sale”), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 11.01(c) and subject to compliance with Section 11.01(d), to require that each other Member (each, a “Drag-along Member”) participate in such sale in the manner set forth in Section 11.01(b).

(b) Sale of Units. Subject to compliance with Section 11.01(d), each Drag-along Member shall sell in the Drag-along Sale all of the Units held by such Drag-along Member.

(c) Drag-along Notice. The Dragging Member shall exercise its rights pursuant to this Section 11.01 by delivering a written notice (the “Drag-along Notice”) to the Company and each Drag-along Member no more than ten (10) Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than twenty (20) Business Days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members’ rights and obligations hereunder and shall describe in reasonable detail:

- (i) the name of the person or entity to whom such Units are proposed to be sold;
- (ii) the proposed date, time and location of the closing of the sale;
- (iii) the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and
- (iv) a copy of any form of agreement proposed to be executed in connection therewith.

(d) Conditions of Sale. The obligations of the Drag-along Members in respect of a Drag-along Sale under this Section 11.01 are subject to the satisfaction of the following conditions:

- (i) the consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per percentage interest and the terms and conditions of such sale shall, except as otherwise provided in Section 11.01(d)(iii), be the same as those upon which the Dragging Member sells its Units;
- (ii) if the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and

(iii) each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Dragging Member, the Drag-along Member shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); provided, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member (other than any indemnification obligation pertaining specifically to the Dragging Member or a Drag-along Member, which obligation shall be the sole obligation of such Dragging Member or Drag-along Member), in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

(e) Cooperation. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 11.01(d)(iii). If a Drag-along Member fails or refuses to cooperate as provided above in (v), such Drag-along Member irrevocably authorizes the non-Drag-along Managers, collectively, as said Drag-along Member's attorney-in-fact to execute and delivery the necessary agreements and bind the Drag-along Member. Any legal costs will be charged against the Drag-along Member's proceeds of sale.

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

(g) Consummation of Sale. The Dragging Member shall have sixty (60) days following the date of the Drag-along Notice in which to consummate the Drag-along Sale, on the terms set forth in the Drag-along Notice (which period may be extended for a reasonable time not to exceed ninety (90) days). If at the end of such period the Dragging Member has not completed the Drag-along Sale, the Dragging Member may not then exercise its rights under this Section 11.01 without again fully complying with the provisions of this Section 11.01.

Section 11.02 Tag-along Rights.

(a) Participation. If a Member or group of Members who hold at least 66 2/3% of the outstanding Units of the Company (collectively, the “Selling Member”) propose to sell any Units to an Independent Third Party (the “Proposed Transferee”) and the Selling Member cannot or has not elected to exercise its drag-along rights set forth in Section 11.01, each other Member (each, a “Tag-along Member”) shall be permitted to participate in such sale (a “Tag-along Sale”) on the terms and conditions set forth in this Section 11.02.

(b) Sale Notice. Prior to the consummation of the sale described in Section 11.02(a) and pursuant to Section 10.01, the Selling Member shall deliver to the Company and each other Member the Sale Notice and no more than ten (10) Business Days after the execution and delivery by all the parties thereto of the definitive agreement entered into with respect to the Tag-along Sale and, in any event, no later than twenty (20) Business Days prior to the closing date of the Tag-along Sale. The Sale notice shall make reference to the Tag-along Members’ rights hereunder and shall describe in reasonable detail:

- (i) the number of Units to be sold by the Selling Member;
- (ii) the name of the Proposed Transferee;
- (iii) the per Unit purchase price and the other material terms and conditions of the sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof;
- (iv) the proposed date, time and location of the closing of the sale; and
- (v) a copy of any form of agreement proposed to be executed in connection therewith.

(c) Units to be Sold.

(i) Each Tag-along Member shall exercise its right to participate in a sale of Units by the Selling Member subject to this Section 11.02 by delivering to the Selling Member a written notice (a “Tag-along Notice”) stating its election to do so and specifying the number of Units to be sold by it no later than five (5) Business Days after receipt of the Sale Notice (the “Tag-along Period”). The offer of each Tag-along Member set forth in a Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-along Member shall be bound and obligated to sell in the proposed sale on the terms and conditions set forth in this Section 11.02. Each Tag-along Member shall have the right to sell in a sale subject to this Section 11.02 the number of Units equal to the product obtained by multiplying (x) the number of Units held by the Tag-along Member by (y) a fraction (A) the numerator of which is equal to the number of Units the Selling Member proposes to sell or transfer to the Proposed Transferee and (B) denominator of which is equal to the number of Units then owned by such Selling Member.

(ii) The Selling Member shall use its reasonable efforts to include in the proposed sale to the Proposed Transferee all of the Units that the Tag-along Members have

requested to have included pursuant to the applicable Tag-along Notices, it being understood that the Proposed Transferee shall not be required to purchase Units in excess of the number set forth in the Sale Notice. In the event the Proposed Transferee elects to purchase less than all of the Units sought to be sold by the Tag-along Members, the number of Units to be sold to the Proposed Transferee by the Selling Member and each Tag-along Member shall be reduced so that each such Member is entitled to sell its Pro Rata Portion of the number of Units the Proposed Transferee elects to purchase (which in no event may be less than the number of Units set forth in the Sale Notice).

(iii) Each Tag-along Member who does not deliver a Tag-along Notice in compliance with clause (i) above shall be deemed to have waived all of such Tag-along Member's rights to participate in such sale, and the Selling Member shall (subject to the rights of any participating Tag-along Member) thereafter be free to sell to the Proposed Transferee its Units at a per Unit price that is no greater than the per Unit price set forth in the Sale Notice and on other same terms and conditions which are not materially more favorable to the Selling Member than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-along Members.

(d) Consideration. Each Member participating in a sale pursuant to this Section 11.02 shall receive the same consideration per Unit after deduction of such Member's proportionate share of the related expenses in accordance with paragraph (f) below.

(e) Conditions of Sale. Each Tag-along Member shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Member makes or provides in connection with the Tag-along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Selling Member, the Tag-along Member shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); provided, that all representations, warranties, covenants and indemnities shall be made by the Selling Member and each other Tag-along Member severally and not jointly and any indemnification obligation in respect of breaches of representations and warranties that do not relate to such Tag-along Member shall be in an amount not to exceed the aggregate proceeds received by such Tag-along Member in connection with any sale consummated pursuant to this Section 11.02.

(f) Expenses. The fees and expenses of the Selling Member incurred in connection with a sale under this Section 11.02 and for the benefit of all Members (it being understood that costs incurred by or on behalf of the Selling Member for its sole benefit will not be considered to be for the benefit of all Members), to the extent not paid or reimbursed by the Company or the Proposed Transferee, shall be shared by all the Members on a pro rata basis, based on the consideration received by each Member; *provided*, that no Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the transaction consummated pursuant to this Section 11.02.

(g) Cooperation. Each Member shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including, without limitation, entering into

agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Member.

(h) Deadline for Completion of Sale. The Selling Member shall have 90 days following the expiration of the Tag-along Period in which to sell the Units described in the Sale Notice, on terms not more favorable to the Selling Member than those set forth in the Sale Notice (which such 90 day period may be extended for a reasonable time not to exceed 120 days to the extent reasonably necessary to obtain any regulatory approvals). If at the end of such period the Selling Member has not completed such sale, the Selling Member may not then effect a sale of Units subject to this Section 11.02 without again fully complying with the provisions of this Section 11.02.

(i) Sales in Violation of the Tag-along Right. If the Selling Member sells or otherwise transfers to the Proposed Transferee any of its Units in breach of this Section 11.02, then each Tag-along Member shall have the right to sell to the Selling Member, and the Selling Member undertakes to purchase from each Tag-along Member, the number of Units that such Tag-along Member would have had the right to sell to the Proposed Transferee pursuant to this Section 11.02, for a per Unit amount and form of consideration and upon the term and conditions on which the Proposed Transferee bought such Units from the Selling Member, but without indemnity being granted by any Tag-along Member to the Selling Member; *provided*, that nothing contained in this Section 11.06 shall preclude any Member from seeking alternative remedies against such Selling Member as a result of its breach of this Section 11.06. The Selling Member shall also reimburse each Tag-along Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tag-along Member's rights under this paragraph (i).

Section 11.07 No Further Rights or Obligations.

If a Member's Units are sold in connection with a voluntary Transfer or Involuntary Transfer, the Member shall cease to be a party to this Operating Agreement and shall have no further rights or obligations hereunder, and this Operating Agreement may be amended or terminated without the Member's consent.

ARTICLE XII EXCULPATION AND INDEMNIFICATION

Section 12.01 Exculpation of Covered Persons.

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

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or

omitted to be taken by such Covered Person in their capacity as a Covered Person, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

Section 12.02 Good Faith Reliance.

Each Covered Person and each Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Income or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more officers or employees of the Company; (iii) any attorney, independent certified public accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Massachusetts Act.

Section 12.03 Liabilities and Duties of Covered Persons and Managers.

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

(c) In fulfilling their managerial responsibilities, each Manager shall be charged with duties as a manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Company. In discharging his or her duties, the Managers may rely on information, opinions, reports or statements, including, but not limited to, financial statements or other financial data, prepared or presented by: (i) one or more Members or employees of the Company; or (ii) legal counsel, public accountants, engineers or other persons as to matters the Managers in question reasonably believe are within such person's professional or expert competency.

Section 12.04 Indemnification.

(a) Indemnification. To the fullest extent permitted by the Massachusetts Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of

any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Massachusetts Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person or Manager (collectively, the “Indemnified Person”) against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, “Losses”) to which such Indemnified Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company or any Member in connection with the business of the Company; or

(ii) such Indemnified Person being or acting in connection with the business of the Company as a member, stockholder, Affiliate, manager, director, officer, employee or agent of the Company, any Member, or any of their respective Affiliates, or that such Indemnified Person is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of any Person including the Company;

(iii) provided, however, that (x) such Indemnified Person acted in good faith and in a manner believed by such Indemnified Person to be in, or not opposed to, the best interests of the Company and within the scope of such Indemnified Person’s authority conferred on them by the Company and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful, and (y) either (i) in the case of a Covered Person, such Covered Person’s conduct did not constitute fraud or willful misconduct or (ii) in the case of a Manager, such Manager’s conduct was under the standard set forth in Section 12.03(b). In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Indemnified Person’s conduct was unlawful, or that the Indemnified Person’s conduct constituted fraud or willful misconduct.

(b) Control of Defense. Upon an Indemnified Person’s discovery of any claim, lawsuit or other proceeding relating to any Losses for which such Indemnified Person may be indemnified pursuant to this Section 12.04, the Indemnified Person shall give prompt written notice to the Company of such claim, lawsuit or proceeding; provided, that the failure of the Indemnified Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 12.04, unless the Company shall have been materially prejudiced thereby. Subject to the approval of the disinterested Members, the Company shall be entitled to participate in or assume the defense of any such claim, lawsuit or proceeding at its own expense. After notice from the Company to the Indemnified Person of its election to assume the defense of any such claim, lawsuit or proceeding, the Company shall not be liable to the Indemnified Person under this Operating Agreement or otherwise for

any legal or other expenses subsequently incurred by the Indemnified Person in connection with investigating, preparing to defend or defending any such claim, lawsuit or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit or proceeding, the Indemnified Person shall have the right to assume the defense of such claim, lawsuit or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Indemnified Person for reasonable legal or other expenses (as incurred) of such Indemnified Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Indemnified Person may be indemnified pursuant to this Section 12.04; provided that if it is finally judicially determined that such Indemnified Person is not entitled to the indemnification provided by this Section 12.04, then such Indemnified Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) Entitlement to Indemnity. The indemnification provided by this Section 12.04 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 12.04 shall continue to afford protection to each Indemnified Person regardless of whether such Indemnified Person remains in the position or capacity pursuant to which such Indemnified Person became entitled to indemnification under this Section 12.04 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Indemnified Person.

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

(f) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 12.04 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(g) Savings Clause. If this Section 12.04 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 12.04 to the fullest extent permitted by any applicable portion of this Section 12.04 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(h) Amendment. The provisions of this Section 12.04 shall be a contract between the Company, on the one hand, and each Indemnified Person who served in such capacity at any time while this Section 12.04 is in effect, on the other hand, pursuant to which the Company and each such Indemnified Person intend to be legally bound. No amendment, modification or repeal of this Section 12.04 that adversely affects the rights of an Indemnified Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Indemnified Person's entitlement to indemnification for such Losses without the Indemnified Person's prior written consent.

Section 12.05 Survival.

The provisions of this Article XII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE XIII ACCOUNTING; TAX MATTERS

Section 13.01 Financial Statements.

Within a reasonable period after the close of each fiscal year, the Company shall furnish to each Member with respect to such fiscal year (i) a statement showing in reasonable detail the computation of the amount distributed under this Agreement, and the manner in which it was distributed, (ii) a balance sheet of the Company, (iii) a statement of income and expenses, and (iv) such additional information as may be required by law. The financial statements of the Company need not be audited by an independent certified public accounting firm unless the Managers so elect or the law so requires.

Section 13.02 Inspection Rights.

Upon reasonable notice from a Member of no less than five (5) Business Days, and no more than one (1) time per calendar year, the Company shall afford such Member and its Representatives access during normal business hours to (i) the Company's properties, offices, and/or facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit each Member and its Representatives to examine such documents and make copies thereof or extracts therefrom for any proper purpose; *provided* that (x) the requesting Member shall

bear its own expenses and all reasonable expenses incurred by the Company in connection with any inspection or examination requested by such Member pursuant to this Section 13.02 and (y) if the Company provides or makes available any report or written analysis for any Member pursuant to this Section 13.02, it shall promptly provide or make available such report or analysis to or for the other Members.

Section 13.03 Income Tax Status.

It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

Section 13.04 Tax Matters Representative.

(a) Appointment; Removal. The Members hereby appoint the Class B Manager as the “partnership representative” as provided in Code Section 6223(a) (the “Representative”). The Representative may resign at any time. The Representative may be removed at any time by a vote of the Member or Members holding a majority of the Units. In the event of the resignation or removal of the Representative, the Member or Members holding a majority of the Units shall select a replacement Representative.

(b) Tax Examinations and Audits. The Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon the receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of the Member or Members holding a majority of the Units, the Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any federal, state, local or foreign taxing authority.

(c) US Federal Tax Proceedings. To the extent permitted by applicable law and regulations, the Tax Matters Representative shall cause the Company to annually elect out of the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code as amended by the BBA (the “Revised Partnership Audit Rules”) pursuant to Code Section 6221(b). For any year in which applicable law and regulations do not permit the Company to elect out of the Revised Partnership Audit Rules, then within forty-five (45) days of any notice of final partnership adjustment, the Tax Matters Representative shall cause the Company to elect the alternative procedure under Code Section 6226, and furnish to the

Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and taxes imposed pursuant to Code Section 6226) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 6.03(b).

(e) Section 754 Election. The Representative will make an election under Code Section 754 if requested in writing by the Managers as being in the best interest of the Company.

(f) Indemnification. The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of the Tax Matters Representative's responsibilities, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct

Section 13.05 Tax Returns.

At the expense of the Company, the Managers (or any officer that the Managers may designate pursuant to Section 7.06) shall cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Managers or designated officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 13.06 Company Funds.

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

ARTICLE XIV DISSOLUTION AND LIQUIDATION

Section 14.01 Events of Dissolution.

The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- (a) an election to dissolve the Company made a vote of the holder of at least 66 2/3% of the Units or a majority of the Managers;
- (b) the sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
- (c) The entry of a decree of judicial dissolution under the Massachusetts Act.

Section 14.02 Effectiveness of Dissolution.

Dissolution of the Company shall be effective on the day on which the event described in Section 14.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 14.03 and the Certificate of Organization shall have been cancelled as provided in Section 14.04.

Section 14.03 Liquidation.

If the Company is dissolved pursuant to Section 14.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Massachusetts Act and the following provisions:

(a) Liquidator. At least one (1) of the Managers, or another Person selected by the Managers, shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

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

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

(i) To creditors in order of priority as provided by law, except for any indebtedness owing to any Member.

(ii) To the establishment of any reserves that may be deemed by the Managers or other persons having control of the liquidation proceedings to be reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

(iii) To the Members in satisfaction of any indebtedness owing to them;

(iv) To the Members in in proportion to his, her, or its remaining positive Capital Accounts until each Member has received distributions to reduce all Capital Accounts to zero;

(v) To the Members pro rata in proportion to each Member's Percentage Interest.

(b) Upon liquidation of the Company, no Member shall be required to contribute any amount to the Company solely because of a deficit balance in its Capital Account and any such deficit balance shall not for any purpose be considered an asset of the Company.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 14.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 14.03(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon unanimous consent of the Members, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 14.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value as determined by the Liquidator in good faith.

Section 14.04 Cancellation of Certificate of Organization.

Upon completion of the distribution of the assets of the Company as provided in Section 14.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 14.05 Survival of Rights, Duties and Obligations.

Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 12.04.

Section 14.06 Recourse for Claims.

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

**ARTICLE XV
MISCELLANEOUS**

Section 15.01 Expenses.

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

Section 15.02 Further Assurances.

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

Section 15.03 Confidentiality.

(a) Each Member acknowledges that during the term of this Operating Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Operating Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time,

expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company, including, without limitation, use for personal, commercial or proprietary advantage or profit, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in Section 15.03(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to any other Member; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 15.03 as if a Member; or (vii) to any potential permitted Transferee with the consent of the Managers in connection with a proposed Transfer of Units from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 15.03 as if a Member; *provided*, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Member of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Member) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 15.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Operating Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Member or any of their respective Representatives; *provided*, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 15.03 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the withdrawal of such Member from the Company, and (iii) such Member's Transfer of its Units.

Section 15.04 Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.04):

If to the Company:

Healing Greene Massachusetts LLC
Attn: Michael Ortoll and Alexa Wolman
E-Mail: mortoll@healingcalyx.org, alexa@dreamgreene.com

with a copy to :

Cristina Buccola, Esq.
CB Counsel PLLC
130 Jane Street #3C
New York, New York 10014
Tel: (212) 929-7447
E-Mail: cb@cbcounsel.com

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

Section 15.05 Headings.

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

Section 15.06 Severability.

If any term or provision of this Operating Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Operating Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 12.04(g), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Operating Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 15.07 Entire Agreement.

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

Section 15.08 Successors and Assigns.

Subject to the restrictions on Transfers set forth herein, this Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Operating Agreement may not be assigned by any Member except as permitted by this Operating Agreement and any assignment in violation of this Operating Agreement shall be void and of no effect.

Section 15.09 No Third-Party Beneficiaries.

Except as provided in Article XV, which shall be for the benefit of and enforceable by Indemnified Persons as described therein, this Operating Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Operating Agreement.

Section 15.10 Amendment.

No provision of this Operating Agreement may be amended or modified except by an instrument in writing executed by the Company and the Member or Members holding a majority of the Units. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule and the Managers' Schedule may be made by a Manager in accordance with Section 3.01 and Section 7.03(c).

Section 15.11 Waiver.

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

this Section 15.11 shall diminish any of the explicit and implicit waivers described in this Operating Agreement.

Section 15.12 Governing Law.

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

Section 15.13 Submission to Mediation and Arbitration.

(a) Jurisdiction and Venue. The jurisdiction and venue for any controversy or claim between or among the Parties arising out of or relating to this Operating Agreement (a “Dispute”) shall be Boston, Massachusetts.

(b) Mediation. A Dispute shall first be resolved by nonbinding confidential mediation with a single mediator administered by the Judicial Arbitration and Mediation Services (“JAMS”). Mediation may be initiated by written notice by any Member to the other Members, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. The Members shall jointly choose the mediator from the list of JAMS Neutrals. If the Members cannot agree on a mediator, at the written request of a Member, JAMS shall designate a mediator.

(c) Arbitration. If a Dispute has not been resolved by mediation within ninety calendar (90) days after the effective date of the written notice beginning the mediation process (or such longer period, if the Members so agree in writing), the mediation shall terminate and the Dispute shall be settled with complete finality by binding arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this Section 15.13.

(d) The Federal Arbitration Act shall govern the interpretation and enforcement of this Operating Agreement on Arbitration. If any court or arbitrator finds that any term makes this Arbitration agreement unenforceable for any reason, the court or arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this Arbitration agreement enforceable to the fullest extent permitted by law.

(e) The arbitration shall be conducted before a panel of three (3) arbitrators. The arbitrators will be selected by the parties from the AAA’s roster of consumer dispute

arbitrators. Each of the Members shall designate one (1) arbitrator. No arbitrator may serve on the panel unless they have agreed in writing to abide by the terms of this Section 15.13.

(f) The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding Member has had an adequate opportunity to respond to any such application for such disposition. No discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrators upon a showing of substantial need by the Member seeking discovery. Before making any disclosure permitted by the AAA Rules, a Member shall give written notice to the other Members and afford such Member a reasonable opportunity to protect its interests.

(g) Each Member shall bear its own costs in both the mediation and the arbitration; however, the Members shall share the fees and expenses of both the mediator and the arbitrators equally.

(h) The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the indemnification provisions herein or any other terms in this Operating Agreement. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as Confidential. The Members acknowledge that any demand for arbitration arising from or in connection with this Operating Agreement must be issued within one (1) year from the date the Member became aware or should reasonably have become aware of the facts that give rise to alleged liability and, in any event, no later than two (2) years after the cause of action accrued.

(i) Any Member may bring an action in court to compel arbitration under this Operating Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, no Member shall initiate or prosecute any lawsuit or administrative action in any way related to any arbitrable claim.

(j) THE MEMBERS HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THE OPERATING AGREEMENT TO ARBITRATE.

(k) With respect to any mediation or binding arbitration conducted under this Operating Agreement, the Members may choose for themselves whether to appear in person, by phone, video conferencing, or through the submission of documents.

(l) The provisions of this Section 15.13 shall survive the dissolution, liquidation, winding up and termination of the Company.

Section 15.13 Regulatory Review.

The Members, the Managers and the Company acknowledge and agree that this Operating Agreement (a) must comply with the Regulatory Laws (b) may be subject to regulatory review from a Regulatory Authorities and (c) is intended to ensure that the Company maintain its SE/EE Status. In the event that a Regulatory Authorities determines, or the Members otherwise reasonably determine, that this Operating Agreement violates the Regulatory Laws or otherwise would jeopardize the Company's SE/EE Status or the business licenses or permits of the Company, the parties hereto shall negotiate in good faith to modify this Operating Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible.

Section 15.14 Side Letters.

The Managers or Person authorized by the Managers may, on behalf of the Company, without any further act, approval, consent or vote of any Member, enter into side letters or other similar agreements with individual Members which have the effect of establishing rights under, modifying or supplementing the terms of, this Operating Agreement between the Company and such Member, so long as they have no material adverse effect on the other Members.

Section 15.15 Key Man Life Insurance.

So long as Michael Ortoll shall remain actively engaged in the Company, the Company may, in the discretion of the Class B Members, obtain and maintain key man life insurance policies on him and any other persons the Managers decide in their sole discretion. Such insurance policies shall be in such amounts, on such terms, and with such insurers as the Managers shall determine in their sole discretion.

Section 15.16 Agreement Drafted by Counsel.

Each Member and each Manager acknowledges that (i) CB Counsel PLLC, counsel for the Class A Member, has prepared this Operating Agreement, (ii) each Member and Manager has been advised of potential conflicts of interest that may exist, now or in the future, between such Member or Manager and those of the Company and the other Members or Managers, and (iii) the Members and Managers have been advised by such law firm to seek independent counsel.

Section 15.17 Counterparts.

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

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

<p>The Company: Healing Greene Massachusetts LLC</p> <p>By: _____ Name: Michael Ortoll Title: Manager</p>	<p>The Members:</p> <p>_____ MICHAEL ORTOLL</p> <p>_____ DREAM GREENE MASSACHUSETTS LLC Name: Alexa I. Wolman Title: Manager</p>
	<p>The Managers:</p> <p>_____ Michael Ortoll</p> <p>_____ Alexa I. Wolman</p>

**EXHIBIT A
FORM OF JOINDER AGREEMENT**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this “Joinder Agreement”) is executed pursuant to the terms of the Limited Liability Company Agreement of Healing Greene Massachusetts LLC (the “Company”) dated as of _____, 2022, a copy of which is attached hereto and is incorporated herein by reference (the “Operating Agreement”). All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Agreement. By execution and delivery of this Joinder Agreement, the undersigned agrees as follows:

1. Acknowledgment. The undersigned acknowledges that such Person is acquiring the Units (as defined in the Agreement) in the Company subject to the terms and conditions of the Agreement.

2. Agreement. The undersigned hereby (a) agrees that the undersigned shall be a Member and shall have the rights, and be subject to the obligations of a Member pursuant to the terms and conditions thereof contained in the Operating Agreement, (b) agrees that all Units in the Company acquired by the undersigned shall be bound by and subject to the terms of the Operating Agreement, (c) adopts the Operating Agreement and agrees to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement with the same force and effect as if the undersigned were an original signatory to such Operating Agreement ,and (d) assumes all of the obligations of the transferring Member.

3. Notice. Any notice required to be provided by the Agreement shall be given to the undersigned at the address listed beside such undersigned’s signature below.

4. Governing Law. This Joinder Agreement and the rights of the parties hereto shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Accordingly, the undersigned has executed and delivered this Joinder Agreement this ___ day of _____, ____.

[Name]

Address for Notices:

**SCHEDULE A
MEMBERS SCHEDULE**

Member	Capital Contribution	Class A Shares	Class B Shares	Percent Ownership
Michael Ortoll	Please see Schedule D	510,000	0	51%
Dream Greene Massachusetts LLC	Please see Schedule E	0	490,000	49%
<i>Totals</i>		<i>510,000</i>	<i>490,000</i>	<i>100%</i>

**SCHEDULE B
MANAGERS' SCHEDULE**

Manager Name and Address

Michael Ortoll
40 Rhodes Circle
Hingham, MA 02043

Alexa I. Wolman
122 Orquidea Avenue
Coral Gables, FL 33143

**SCHEDULE C
EXISTING BUSINESSES**

GreenRush Delivery- 70% interest
Facility Lic# DAO100137
380 Dwight street
Holyoke. Ma. 01040

Simplicity- 8.5% interest
313 Old Colony Av.
Boston, Ma 02127

Stone's Throw Cannabis- 8.5% interest
727 Atlantic Av
Boston, Ma

SCHEDULE D
MICHAEL ORTOLL CAPITAL CONTRIBUTIONS

13 licenses granted to Michael Ortoll, Economic Empowerment Priority applicant #201902 under the Social Equity Program (# 303558) and the Boston Equity Program consisting of:

- 3 Retail Licenses
- 3 Cultivation Licenses (100k total canopy)
- 3 Manufacturing Licenses
- 1 Delivery License (operator or courier)
- 3 3rd Party Transport Licenses

SCHEDULE E

DREAM GREENE MASSACHUSETTS LLC CAPITAL CONTRIBUTIONS

The amount of capital and surplus as shall be necessary to maintain the capital and surplus of the Company from the date of this Agreement for three (3) years, to be funded up to \$5,300,000 by Wolman Family Partners Series C & D LLCs.

PLAN FOR OBTAINING LIABILITY INSURANCE

Healing Greene Massachusetts LLC (“Greene Street”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Greene Street will consider additional coverage based on availability and cost-benefit analysis.

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

HEALING GREENE MASSACHUSETTS LLC
BUSINESS PLAN



June 1, 2023

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

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

License Types

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

- Marijuana Retailer at 1960 Massachusetts Avenue in Cambridge

What Drives Us

Greene Street’s goals include:

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

TEAM

General

Greene Street has put together a team to implement the operations of the Marijuana Establishment and intends to create 3 full-time staff positions and 15-20 part-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over Greene Street team is or will be a controlling person with over more than three licenses in a particular class of license.

Executive Management Team

Michael Ortoll

Michael Ortoll is an active participant in supporting diverse and equitable outcomes within the Greater Boston cannabis community. Currently, he is an active volunteer with the Big Hope Project, regularly participating in and providing assistance with their expungement clinics. Previously, Mr. Ortoll was a member of the Massachusetts Recreational Consumer Council, a group dedicated to cannabis education and political organization and activism for the cannabis industry in Massachusetts. During Mr. Ortoll’s membership in this group, they assisted in advocating for Cambridge’s equity period. He also advocated for the Boston Equity Program by

sitting in on round tables with former Boston mayor Kim Janey. Mr. Ortoll is dedicated to the promotion of equity and ensuring that Greene Street operates in a manner that benefits the city, its residents, and the surrounding areas.

Additional Staff

Greene Street will also hire the following positions:

- General Manager (Expected Hire: 1)
- Assistant General Manager (Expected Hires: 2)
- Inventory Manager (Expected Hires: 2)
- Inventory Associate (Expected Hires: 4)
- Human Resources Manager (Expected Hires: 1)
- Security Agent (Expected Hires: 6)
- Customer Service Representative (Expected Hires: 14)

COMPANY DESCRIPTION

Structure

Greene Street is a Massachusetts limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

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

Operations

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

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

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

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

Greene Street will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except

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

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

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

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

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

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

Security

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

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

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

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

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

Benefits to Host Communities

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

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

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

MARKET RESEARCH

Customers

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

Competitive Advantage

Greene Street's competitive advantages over their competition include other licensed marijuana establishments in the Cambridge area.

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

Regulations

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

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

Products & Services

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

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

Pricing Structure

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

MARKETING & SALES

Growth Strategy

Greene Street's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and

4. A caring and thoughtful staff made of consummate professionals.

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

Communication

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

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

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

Greene Street will communicate with customers through:

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

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

Sales

Greene Street will sell its products and services by engaging customers with knowledgeable personnel. Greene Street plans to market its products through its website; cannabis discovery networks including WeedMaps and Leafly; social media platforms; and direct communications. Further, Greene Street will post a catalogue of the prices and strains of marijuana available to

consumers on its website and provide a printed copy of this list to customers in the store. Pursuant to 935 CMR 500.105(4), Greene Street will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21 or any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including 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. Greene Street will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

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

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

Logo

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

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

An image of the logo can be found below:



FINAL REMARKS

Greene Street has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Greene Street hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment.

Greene Street's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$3 billion in 2022, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Aro 31 is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Aro 31 looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

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

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

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

QUALITY CONTROL AND TESTING

Quality Control

Healing Greene Massachusetts LLC (“Greene Street”) will comply with the following sanitary requirements:

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

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

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

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

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

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

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Testing

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

Any Independent Testing Laboratory relied upon by Greene Street for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited

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

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

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

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Greene Street's marijuana at a laboratory providing marijuana testing services will comply with 935

CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Greene Street for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

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

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

Quality Control Samples

Quality Control Samples provided to employees may not be consumed on Greene Street'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. Greene Street 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, Greene Street will record:

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

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

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

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

Agent Personnel Records

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

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

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

Agent Background Checks

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

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

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

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

Personnel Policies and Training

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

Greene Street will have a policy for the immediate dismissal of any dispensary agent who has:

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

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- Corporate Records

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

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;

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

At a minimum, Personnel Records will include:

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

flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

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

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

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

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

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

include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Greene Street.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Greene Street determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - 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
 - Greene Street shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

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

Qualifications

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

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

Training

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

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

All Greene Street Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

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

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

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

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

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

ENERGY COMPLIANCE PLAN

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

Potential Energy-Use Reduction Opportunities

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

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

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

Renewable Energy Generation Opportunities

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

Strategies to Reduce Electric Demand

Greene Street is considering the following strategies to reduce electric demand:

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

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

Opportunities for Engagement with Energy Efficiency Programs

Greene Street also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify

other potential energy saving programs and initiatives. Greene Street will also coordinate with its utility companies to explore any energy efficiency options available to Greene Street.

DIVERSITY PLAN

Statement of Purpose

Healing Greene Massachusetts LLC DBA Greene Street (“Greene Street”) is committed to hiring qualified local residents with a diverse set of backgrounds. Owned by a Cannabis Control Commission-designated Economic Empowerment Applicant, the company understands the importance of promoting equity to individuals who have typically been excluded from the Massachusetts cannabis industry. In order to facilitate the hiring and recruiting from individuals within these groups, the company will use a multitude of strategies as further detailed below.

Goals

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

- Ensure that over 40% of its workforce identifies as Women, 20% as Minorities, 5% as Veterans, 5% as LGBTQ+, and 5% Persons with Disabilities; and
- Host or participate in at least two (2) job fairs per year in Cambridge to inform diverse community members about job opportunities at Greene Street.

Programs

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

- The company will provide incentives for existing employees to refer other qualified individuals for employment through the use of referral bonuses and priority notice. Existing employees will be notified of potential job opportunities prior to the company advertising publicly.
- Greene Street will seek out diverse publications to advertise job opportunities at its Cambridge facility, including Blackjobs.com, United Latino Job Bank, LatPro.com, Black Career Network, HBCU Connect, Asian Hires, NAACP Career Center, iHispano, Diversity Inc., and Diversity Job Board.
- All career fairs will be scheduled at varying times of the day to accommodate individuals with nontraditional working hours. They will be publicized to local organizations such as the YWCA, Margaret Fuller House, and Just-A-Start.

Measurements

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

- Employment data, including the number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Number of positions created since initial licensure;
- Number of and type of job fairs held or participated in with supporting documentation;
- Number of postings in diverse publications or general publications with supporting documentation; and
- A comprehensive description of all efforts made to monitor and enforce the Diversity Plan.

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

Acknowledgements

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