



Massachusetts Cannabis Industry Portal (MassCIP)

IR

Cannabis Control Commission > [My Licenses](#) > [Marijuana Retailer](#) > Marijuana Retailer - Management and Operations Profile



Application #: MRN281469

Please review your Marijuana Retailer - Management and Operations Profile packet below. If all information is accurate, click the "Submit" button at the bottom of the page. Three things will happen when you submit this packet:

- You will go to a confirmation page on this site – please print this page or save a screenshot for your records;
- You will receive a confirmation email with your application number confirming the submission of this packet; and
- Your application packet will enter the review queue if you have paid the application fee.

After you submit your application packet, you may login and view it on this website, but you cannot make edits unless the Commission gives permission for changes. That may happen if the reviewer has questions or needs more information.

A timestamp will be issued when your full application which is comprised of four packets has been received and approved. Upon approval, a fifth "License Fee Payment" packet will be available on your main page.

The review process may take several weeks or longer. You will be notified via email when the Commission has made a decision regarding your application.

About the Marijuana Establishment

Business Legal Name: Nuestra, LLC

Federal Tax Identification Number EIN/TIN:
[REDACTED]

Phone Number: [REDACTED]

Email Address: [REDACTED]

Business Address 1: 198 Tremont Street

Business Address 2: Suite 228

Business City: Boston

Business
State: MABusiness Zip
Code: 02116

Mailing Address 1: 198 Tremont Street

Mailing Address 2: Suite 228

Mailing City: Boston

Mailing State: MA

Mailing Zip
Code: 02116

Massachusetts Business Registration

Massachusetts Business Identification
Number: 001422700

Doing-Business-As Name:

DBA Registration City:

Required Business Documentation

Please upload and categorize each of these four required documents:

- *Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts*
- *Certificate of Good Standing from the Massachusetts Department of Revenue*
- *Articles of Organization*
- *Bylaws*






Document Name: Nuestra - Articles of
Organization.pdf
Document Category: Articles of Organization
Upload Date: 2/23/20



Document Name: Nuestra, LLC - LLC Operating
Agreement - FULLY EXECUTED.pdf
Document Category: Bylaws
Upload Date: 2/23/20

Business Plan





Business Plan Documentation

 PDF	 PDF
Document Name: Business Plan.pdf Document Category: Business Plan Upload Date: 6/3/19	Document Name: Nuestra - Somerville - Timeline.pdf Document Category: Proposed Timeline Upload Date: 2/23/20
 PDF	Document Name: Nuestra - Somerville - Liability Insurance.pdf Document Category: Plan for Liability Insurance Upload Date: 2/23/20

Operating Policies and Procedures

Policies and Procedures Documentation

Upload documentation for each area listed above. Select the appropriate document type to identify the file.

 PDF	 PDF
Document Name: Nuestra - Somerville - Dispensing.pdf Document Category: Dispensing procedures Upload Date: 2/23/20	Document Name: Nuestra - Somerville - Diversity.pdf Document Category: Diversity plan Upload Date: 2/23/20
 PDF	 PDF
Document Name: Nuestra - Somerville - Financial Records.pdf Document Category: Maintaining of financial	Document Name: Nuestra - Somerville - Inventory.pdf Document Category: Inventory procedures

records

Upload Date: 2/23/20

Upload Date: 2/23/20



Document Name: Nuestra - Somerville -
Obtaining Marijuana.pdf
Document Category: Plan for obtaining
marijuana or marijuana products
Upload Date: 2/23/20



Document Name: Nuestra - Somerville -
Personnel Policies.pdf
Document Category: Personnel policies
including background checks
Upload Date: 2/23/20



Document Name: Nuestra - Somerville -
Preventing Diversion.pdf
Document Category: Prevention of diversion
Upload Date: 2/23/20



Document Name: Nuestra - Somerville -
Qualifications and Training.pdf
Document Category: Qualifications and
training
Upload Date: 2/23/20



Document Name: Nuestra - Somerville -
Quality Control.pdf
Document Category: Quality control and
testing
Upload Date: 2/23/20






Document Name: Nuestra - Somerville -
Recordkeeping.pdf
Document Category: Record Keeping
procedures
Upload Date: 2/23/20



Document Name: Nuestra - Somerville -
Restricting Access to 21+.pdf
Document Category: Restricting Access to age
21 and older
Upload Date: 2/23/20



Document Name: Nuestra - Somerville -
Security Plan.pdf
Document Category: Security plan
Upload Date: 2/23/20

 Document Name: Nuestra - Somerville - Separating Medical.pdf Document Category: Separating recreational from medical operations, if applicable Upload Date: 2/23/20	 Document Name: Nuestra - Somerville - Storage.pdf Document Category: Storage of marijuana Upload Date: 2/23/20
 Document Name: Nuestra - Somerville - Transportation.pdf Document Category: Transportation of marijuana Upload Date: 2/23/20	

Hours of Operation

Monday Monday
From: 10:00o: 8:00
AM PM

Tuesday Tuesday
From: 10:00o: 8:00
AM PM

WednesdayWednesday
From: 10:00o: 8:00
AM PM

Thursday Thursday
From: 10:00o: 8:00
AM PM

Friday Friday
From: 10:00o: 8:00
AM PM

Saturday Saturday
From: 10:00o: 8:00
AM PM

Sunday Sunday
From: 11:00o: 8:00
AM PM

Emergency Contacts

Emergency Contact 1

First Name: Renata

Last Name: Caines

Email:

[REDACTED]

Phone:

[REDACTED]

Additional Information Notification

Notification: I Understand

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[Submit](#)

For assistance please call the Cannabis Control Commission at 774-415-0200 or email at
Commission@CCCMass.com



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: 001422700

1. The exact name of the limited liability company is: NUESTRA, LLC

2a. Location of its principal office:

No. and Street: 198 TREMONT STREET, SUITE #228
City or Town: BOSTON State: MA Zip: 02116 Country: USA

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

No. and Street: 198 TREMONT STREET, SUITE #228
City or Town: BOSTON State: MA Zip: 02116 Country: USA

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

TO APPLY FOR MARIJUANA ESTABLISHMENT LICENSES FROM THE CANNABIS CONTROL COMMISSION, AND ANY OTHER PURPOSE FOR WHICH A LIMITED LIABILITY COMPANY MAY BE FORMED IN THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ARTHUR WHITE
No. and Street: 600 WORCESTER ROAD, SUITE 401
C/O BENJAMIN & WHITE, P.C.
City or Town: BOSTON State: MA Zip: 02116 Country: USA

I, ARTHUR WHITE 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	JONATHAN TUCKER	600 WORCESTER RD STE 401 C/O BENJAMIN & WHITE P C FRAMINGHAM MA 01702 USA
MANAGER	TARA TUCKER	600 WORCESTER RD STE 401 C/O BENJAMIN & WHITE P C FRAMINGHAM MA 01702 USA

MANAGER

SHAQUILLE ANDERSON

198 TREMONT STREET SUITE #228
BOSTON MA 02116 USA

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

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

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

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

9. Additional matters:

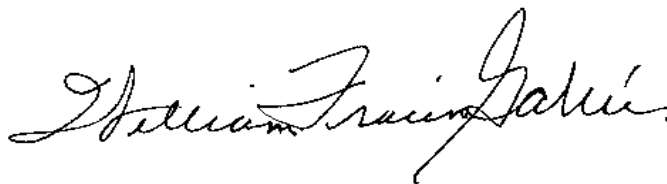
SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of January, 2020,
JONATHAN TUCKER

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

January 28, 2020 09:21 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY AGREEMENT

of

NUESTRA, LLC

among

THE MEMBERS NAMED HEREIN

Dated as of:

January 28, 2020

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	5
Section 1.01 Definitions.....	5
Section 1.02 Interpretation.....	16
ARTICLE II ORGANIZATION	16
Section 2.01 Formation	16
Section 2.02 Name	17
Section 2.03 Principal Office	17
Section 2.04 Registered Office; Registered Agent	17
Section 2.05 Purpose; Powers	17
Section 2.06 Term	17
Section 2.07 No State-Law Partnership	17
ARTICLE III UNITS	18
Section 3.01 Units Generally	18
Section 3.02 Authorization and Issuance of Class A Units	18
Section 3.03 Authorization and Issuance of Class B Units	18
Section 3.04 Other Issuances	18
Section 3.05 Limitations on Issuances of Units.....	18
Section 3.06 Certification of Units	18
ARTICLE IV MEMBERS.....	19
Section 4.01 Admission of New Members	19
Section 4.02 Representations and Warranties of Members	20
Section 4.03 No Personal Liability	21
Section 4.04 No Withdrawal.....	21
Section 4.05 Death	22
Section 4.06 Voting	22
Section 4.07 Meetings.....	22
Section 4.08 Action Without Meeting	22
Section 4.09 Power of Members	22
Section 4.10 No Interest in Company Property	22
Section 4.11 Automatic Divestiture.....	23
Section 4.12 Settling of Accounts Following Automatic Divestiture.....	23
Section 4.13 Class A Member Restrictions	23
Section 4.14 Other Business Activities.....	23
ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS	24
Section 5.01 Initial Capital Contributions	24
Section 5.02 Additional Capital Contributions.....	24
Section 5.03 Maintenance of Capital Accounts	25
Section 5.04 Succession Upon Transfer	26
Section 5.05 Negative Capital Accounts	26
Section 5.06 No Withdrawal.....	26
Section 5.07 Treatment of Loans from Members	26

Section 5.08	Intent and Modifications	26
ARTICLE VI ALLOCATIONS		27
Section 6.01	Allocation of Net Income and Net Loss	27
Section 6.02	Regulatory and Special Allocations	27
Section 6.03	Tax Allocations	28
Section 6.04	Allocations in Respect of Transferred Units.....	29
Section 6.05	Curative Allocations	29
ARTICLE VII DISTRIBUTIONS.....		29
Section 7.01	General	29
Section 7.02	Priority of Distributions	30
Section 7.03	Tax Distributions	31
Section 7.04	Tax Withholding; Withholding Advances	32
Section 7.05	Distributions in Kind.....	33
ARTICLE VIII MANAGEMENT		34
Section 8.01	Establishment of the Board.....	34
Section 8.02	Board Composition; Vacancies.....	34
Section 8.03	Removal; Resignation.....	35
Section 8.04	Meetings.....	35
Section 8.05	Quorum; Manner of Acting	36
Section 8.06	Action by Written Consent	38
Section 8.07	Compensation; No Employment.....	38
Section 8.08	Officers	38
Section 8.09	No Personal Liability	39
ARTICLE IX TRANSFER.....		40
Section 9.01	General Restrictions on Transfer	40
Section 9.02	Right of First Refusal	40
ARTICLE X CONFIDENTIALITY.....		40
Section 10.01	Confidentiality	40
ARTICLE XI ACCOUNTING; TAX MATTERS		43
Section 11.01	Income Tax Audits.....	43
Section 11.02	Tax Returns; Tax Elections.....	45
Section 11.03	Company Funds	46
ARTICLE XII DISSOLUTION AND LIQUIDATION.....		46
Section 12.01	Events of Dissolution.....	46
Section 12.02	Effectiveness of Dissolution	46
Section 12.03	Liquidation.....	46
Section 12.04	Cancellation of Certificate	47
Section 12.05	Survival of Rights, Duties and Obligations	48
Section 12.06	Resource for Claims.....	48
ARTICLE XIII EXCULPATION AND INDEMNIFICATION		48

Section 13.01	Exculpation of Covered Persons	48
Section 13.02	Liabilities and Duties of Covered Persons	49
Section 13.03	Indemnification	49
ARTICLE XIV MISCELLANEOUS		51
Section 14.01	Expenses	51
Section 14.02	Further Assurances	51
Section 14.03	Notices	51
Section 14.04	Headings	52
Section 14.05	Severability	52
Section 14.06	Regulatory Review	52
Section 14.07	Entire Agreement	52
Section 14.08	Successors and Assigns	53
Section 14.09	No Third-party Beneficiaries	53
Section 14.10	Amendment	53
Section 14.11	Waiver	53
Section 14.12	Governing Law	53
Section 14.13	Dispute Resolution	53
Section 14.15	Equitable Remedies	54
Section 14.16	Attorneys' Fees	54
Section 14.17	Remedies Cumulative	54
Section 14.19	Counterparts	55

LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (this “Agreement”) of Nuestra, LLC (the “Company”), a Massachusetts limited liability company, effective as of the 28th day of January, 2020 is entered into by and among those persons or entities who are from time to time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (individually, “Member” and collectively, the “Members”).

RECITALS

WHEREAS, The Company was formed as a Massachusetts limited liability company on the 28th day of January, 2020, under the laws of The Commonwealth of Massachusetts by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C.

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

ARTICLE I DEFINITIONS

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

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

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

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

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

“Adjusted Taxable Income” of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (a) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member)

determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (b) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

“Affected Member” has the meaning set forth in Section 4.11.

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

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

“Applicable Law” means all 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.

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

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

“Book Depreciation” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined

with reference to such beginning Book Value using any permitted method selected by the Board in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g)(3).

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

- (a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of each such Company asset as of the date of such contribution;
- (b) immediately prior to the Distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution;
- (c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board, as of the following times:
 - (i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a de minimis amount;
 - (ii) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a de minimis amount;
 - (iii) the Distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company;
 - (iv) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g);

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

paragraph, the Company shall adjust the Book Values of the Company's assets as determined for purposes of maintaining the Capital Accounts in accordance with Regulations Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2).

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

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

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

“Cannabis Code” means any laws or regulations promulgated or enacted by state or local jurisdiction in which the Company or its subsidiaries have operations pertaining to cannabis cultivation, dispensing, sale, storage, manufacturing, distribution, transporting, testing or other commercial cannabis activities within its respective jurisdiction.

“Cannabis Regulatory Body” means all applicable state and local licensing authorities with authority under a Cannabis Code, as the case may be.

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

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

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

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

“Class A Manager” has the meaning set forth in Section 8.02(a).

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

“Class B Manager” has the meaning set forth in Section 8.02(b).

“Class B Units” means the Units authorized by Section 3.03 having the rights and privileges as provided for in this Agreement.

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

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

“Company Interest Rate” means a rate equal to applicable Preferred Return percentage for the year in which the applicable loan is made.

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

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

“Company Opportunity” has the meaning provided in Section 4.14.

“Company Subsidiary” means a Subsidiary of the Company.

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

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

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

- (a) a merger or consolidation in which
 - (i) the Company is a constituent party or
 - (ii) a Material Subsidiary of the Company is a constituent party and the Company issues Units pursuant to such merger or consolidation,except any such merger or consolidation involving the Company or a Material Subsidiary in which the Units of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for Units or other securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity of (1) the surviving or resulting entity; or (2) if the surviving or resulting entity is a wholly owned subsidiary of another

entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity;

- (b) (1) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any Subsidiary of the Company of all or substantially all the assets of the Company and its Subsidiaries taken as a whole (including, without limitation, the cannabis business licenses of the Company and its Subsidiaries), or (2) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more Subsidiaries of the Company if substantially all of the assets or business of the Company and its subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned Subsidiary of the Company; or
- (c) A transaction or series of transactions that otherwise results in a Change of Control.

“Deemed Liquidation Event Proceeds” means the proceeds of the Company from a Deemed Liquidation Event, reduced by (a) all expenses associated with such transaction (including investment banking fees, attorneys fees and other professional advisor fees); (b) all payments of principal, interest and other charges in respect of any indebtedness refinanced and any other indebtedness discharged with such proceeds (including with respect to any Members loans); and (c) all reasonable reserves required by the Company as reasonably determined by the Board with respect to such Deemed Liquidation Event or to wind-up the Company.

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

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

“Economic Empowerment Priority Applicant” has the meaning provided in the Cannabis Code.

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

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

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

“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 Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

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

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

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

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

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

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

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

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

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

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

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

“Marijuana Establishment” has the meaning provided in the Cannabis Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

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

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

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

“Other Business” has the meaning provided in Section 4.14.

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

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

“Preferred Return” shall mean (a) during the first two years from the formation of the Company eighteen percent (18%) per annum on the Unreturned Additional Capital of a Member, (b) during the third and fourth years from the formation of the Company, the amount of Distributions necessary to provide a return of sixteen percent (16%) per annum on the Unreturned Additional Capital of a Member, and (c) thereafter, the amount of Distributions necessary to provide a return of fourteen percent (14%) per annum on the Unreturned Additional Capital of a Member. The Preferred Return shall be a cumulative, non-compounding, annually-calculated return.

“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 (i) a quarter ($\frac{1}{4}$) in the case of the first calendar quarter of the Fiscal Year, half ($\frac{1}{2}$) in the case of the second calendar quarter of the Fiscal Year, three-quarters ($\frac{3}{4}$) 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 (b) the Member’s Estimated Tax Amount for such Fiscal Year over (ii) all Distributions previously made during such Fiscal Year to such Member.

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

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

“ROFR Election” has the meaning set forth in Section 9.02.

“ROFR Notice” has the meaning set forth in Section 9.02.

“ROFR Period” has the meaning set forth in Section 9.02.

“ROFR Price” has the meaning set forth in Section 9.02.

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

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

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

“Super Majority Vote of the Board” has the meaning provided in Section 8.05(d).

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

“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.

“Tax Rate” for any period, means the highest marginal blended federal, state and local tax rate applicable to ordinary income, qualified dividend income or capital gains, as appropriate, for such period for an individual residing in Boston, Massachusetts, taking into account for federal income tax purposes, the deductibility of state and local taxes and any applicable limitations on such deductions.

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

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

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

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

“Transferring Class A Member” has the meaning set forth in Section 9.02.

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

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

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

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

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

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

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

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

Section 1.02 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on January 28, 2020 upon the filing of the Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts.

(b) This Agreement shall constitute the “limited liability company agreement” of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to this Agreement.

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

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

Section 2.04 Registered Office; Registered Agent.

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

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

Section 2.05 Purpose; Powers.

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

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

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

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

ARTICLE III UNITS

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

Section 3.02 Authorization and Issuance of Class A Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as “Class A Units”. Notwithstanding the foregoing, Class A Units may only be issued to (a) Economic Empowerment Priority Applicants, (b) individuals that would qualify to receive Economic Empowerment Priority Applicant status, or (c) entities for which all of its owners and interest holders are individuals that would qualify to receive Economic Empowerment Priority Applicant status. As of the date hereof the number of Class A Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule.

Section 3.03 Authorization and Issuance of Class B Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as “Class B Units”. As of the date hereof, the number of Class B Units issued and outstanding to the Members are set forth opposite each Member’s name on the Members Schedule.

Section 3.04 Other Issuances. In addition to the Class A Units and Class B Units, the Company is hereby authorized, subject to compliance with Article IV, Section 8.05, and all other terms of this Agreement, to authorize and issue or sell to any Person any of the following (collectively, “New Interests”): (i) any new type, class or series of Units not otherwise described in this Agreement, which Units may be designated as classes or series of the Class A Units or Class B Units but having different rights. The Board is hereby authorized, subject to Section 14.10, to amend this Agreement to reflect such issuance and to fix the relative privileges, preference, duties, liabilities, obligations and rights of any such New Interests, including the number of such New Interests to be issued, the preference (with respect to Distributions, in liquidation or otherwise) over any other Units and any contributions required in connection therewith.

Section 3.05 Limitations on Issuances of Units. Notwithstanding the foregoing, the Company shall not, and neither the Members nor the Managers may cause the Company to, issue Units if such issuance would jeopardize the Company’s status as an Economic Empowerment Priority Applicant or otherwise jeopardize the business licenses or permits of the Company. Any purported issuance of Units in violation of this Section 3.05 shall be null and void.

Section 3.06 Certification of Units.

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

(b) In the event that the Board shall issue certificates representing Units in accordance with Section 3.06(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 (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND LAWS.

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) Subject compliance with the terms of this Agreement, New Members may be admitted from time to time in connection with an issuance of Units by the Company and in connection with a Transfer of Units.

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

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

as a Member, if such Person is qualified under the Cannabis Code to have an ownership or economic interest in the Company and the addition of such Person as a Member would not jeopardize the Company's status as an Economic Empowerment Priority or otherwise jeopardize the business licenses or permits of the Company. Any purported admission of a Member in violation of this Section 4.01(c) shall be null and void.

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

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

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

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

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

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

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

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

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

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

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

(k) With respect to Members holding Class A Units,

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

(ii) each such Member that is an entity has included appropriate provisions within its organizational documents to ensure that the representation and warranty included in this Section 4.02(l) remains true; and

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

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

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

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

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

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

Section 4.06 Voting. Except as otherwise provided by this Agreement (including Section 4.07 and Section 14.10) or as otherwise required by Applicable Law, each Member shall be entitled to one vote per Unit on all matters upon which the Members have the right to vote under this Agreement;; and

Section 4.07 Meetings. For any matter for which the Members are specifically authorized or required to act or consent pursuant to this Agreement or applicable law, either as a whole or on a class by class basis, the Members may take such action by a vote of the Members holding a majority of the Units entitled to vote on such matter at a meeting, provided, however, that any meeting of the Members may only be called unanimously by the Members entitled to vote at such meeting.

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

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

Section 4.10 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby

irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.11 Automatic Divestiture. During anytime while the Company holds a local or state license pursuant to the Cannabis Code, in the event a Member or a member of an entity that is a Member of Company is no longer qualified pursuant to the Cannabis Code to hold an ownership or economic interest in the Company, then all interests of that Member in the Company (the “Affected Member”) will automatically and immediately terminate, and the Affected Member will cease to be a Member, provided, however, that if the Affected Member is a corporate entity and the Affected Member’s disqualification from holding an ownership or economic interest in a Marijuana Establishment is due to a member, shareholder, or officer of the Affected Member, the Affected member shall have an option to redeem its share and shall be restored to its ownership position before the divestiture if the Affected Member provides evidence satisfactory to the Manager that the member, shareholder, or officer that cause such disqualification or condition has been removed. Notwithstanding the foregoing, the automatic divestiture provided by this Section may be waived by a majority vote of the Members, without regard to the Affected Member.

Section 4.12 Settling of Accounts Following Automatic Divestiture. The Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) The Company and the Affected Member shall determine the fair market value of the Affected Member’s Units by a mutually-agreed upon third party appraisal; (ii) if the Affected Member and the Company cannot agree on a third party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Member’s Units shall be averaged and used for calculating the Payoff Note (as defined herein); (iii) once the value of the Affected Member’s Units is determined, the Company shall deliver a note (the “Payoff Note”) to the Affected Member for one hundred percent (100%) of the value determined by the appraisal or the average of the appraisals. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required under the Cannabis Code. The terms of the Payoff Note shall include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member’s Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason.

Section 4.13 Class A Member Restrictions. Each Member that holds Class A Units and is an entity agrees that it shall not permit its ownership structure or make-up to exist in such a manner, or otherwise take any action, that would disqualify the Company from maintaining its status as an Economic Empowerment Priority Applicant. In the event that a holder of Class A Units violates this Section 4.13, then, at the election of Members holding a majority of the Class B Units, such Member shall be an Affected Member pursuant to Section 4.11.

Section 4.14 Other Business Activities.

(a) Except as provided in Section 4.14(b), the Members and the Company expressly acknowledge and agree that, subject to the Cannabis Code: (i) the Members, and the owners and interest holders of such Members, are permitted to have, and may presently

or in the future have, investments or other business or strategic relationships, ventures, agreements or other arrangements with entities other than the Company that are engaged in the same or similar business as the Company, or that are or may be competitive with the Company (any such other investment or relationship, an “Other Business”); (ii) none of the Members will be prohibited by virtue of their investment in the Company from pursuing and engaging in any Other Business; (iii) none of the Members will be obligated to inform the Company or any other Member of any opportunity, relationship or investment in any Other Business (a “Company Opportunity”) or to present any Company Opportunity to the Company, and the Company hereby renounces any interest in any Company Opportunity and any expectancy that a Company Opportunity will be offered to it; (iv) nothing contained herein shall limit, prohibit or restrict any Member from serving on the board of directors or other governing body or committee of any Other Business; and (v) no other Member will acquire, be provided with an option or opportunity to acquire, or be entitled to any interest or participation in any Other Business as a result of the participation therein of any other Member. The Members and the Company expressly authorize and consent to the involvement of any Member in any Other Business; *provided*, that any transactions between the Company and any Other Business will be on terms no less favorable to the Company than would be obtainable in a comparable arm’s-length transaction. The Members and the Company each expressly waive, to the fullest extent permitted by applicable law, any rights to assert any claim that such involvement breaches any fiduciary or other duty or obligation owed to the Company or any Member or to assert that such involvement constitutes a conflict of interest by the Member participating in the Other Business with respect to the Company or any other Member.

(b) No Member nor any owner or interest holder of such Member may, without the unanimous consent of the Board, participate in any Other Business that sells, transports, or delivers cannabis directly to consumers in the Commonwealth of Massachusetts, provided, however that such consent shall not be required if the applicable interest in such Other Business amounts to less than a ten percent (10%) equity or voting interest in such Other Business, and the applicable Member or interest holder of such Member is not a Person or Entity with Direct or Indirect Control of such Other Business, as defined in the Cannabis Code.

ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

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

Section 5.02 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Except for contributions of Additional Capital as described in Section 5.02(c), any future Capital Contributions made by any Member shall only be made with

the consent of the Board and in connection with an issuance of Units made in compliance with Article IX.

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

(c) In the event that the Company does not have sufficient cash flow to pay its operating expenses or otherwise requires additional capital for working capital needs, and the Company is unable or unwilling to borrow such funds from any source (including Members) on terms satisfactory to the Member (if applicable) and the Board in accordance with this Agreement, and the Members are unable or unwilling to contribute such capital on a pro rata basis, then any Member shall be entitled to make additional Capital Contributions to the Company (the “Additional Capital”) for such working capital needs. Upon the contribution of any such Additional Capital, the following shall apply: (i) the Company shall pay a Preferred Return on such Additional Capital in accordance with Section 7.02 and other provisions of this Agreement, and (ii) the Member contributing any such Additional Capital shall receive a priority return on Distributions with respect to its Unrecovered Additional Capital in accordance with Section 7.02 and other provisions of this Agreement.

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

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

(i) such Member’s Capital Contributions, including such Member’s initial Capital Contribution;

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

(iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.

(b) Each Member’s Capital Account shall be decreased by:

(i) the cash amount or Book Value of any property Distributed to such Member pursuant to Article VII and Section 12.03(c);

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article VI and

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

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

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

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

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

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

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

ARTICLE VI ALLOCATIONS

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

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

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

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

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

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

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

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

Section 6.03 Tax Allocations.

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

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

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

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

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

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

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

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

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

ARTICLE VII DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.01(b), Section 7.02 and Section 7.03, the Board shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems

necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations to third parties and Members (as applicable), capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

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

Section 7.02 Priority of Distributions.

(a) Distributions from Operations. After making all Distributions required for a given Fiscal Year under Section 7.03, and except as otherwise provided in Section 7.02(b) or Section 12.03(c), all Distributions determined to be made by the Board pursuant to Section 7.01 shall be made to the Members in the following order and priority:

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

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

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

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

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

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

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

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

Section 7.03 Tax Distributions.

(a) Subject to any restrictions in any of the Company's and/or any Company Subsidiary's then applicable debt-financing arrangements, and subject to the Board's sole discretion to retain any other amounts necessary to satisfy the Company's and/or the Company Subsidiaries' obligations, at least seven (7) days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall Distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a "Tax Advance").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been Distributed pursuant to Section 7.03(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "Shortfall Amount"), the Company shall Distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to Distribute Shortfall Amounts with respect to a Fiscal Year before the 60th day of the next succeeding Fiscal Year; provided, that if the Company has made Distributions other than pursuant to this Section 7.03, the Board may apply such Distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 7.03 for any Fiscal Year exceed such Member's Tax Amount (an "Excess Amount"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 7.03, except to the extent taken into account as an advance pursuant to Section 7.03(d).

(d) For avoidance of doubt, any Distributions made pursuant to this Section 7.03 shall be treated as advances on Distributions payable to the applicable Member pursuant to Section 7.02 and shall reduce the amount otherwise Distributable to such Member pursuant to Section 7.02 or Section 12.03(c). Further, the amount to be Distributed as a tax Distribution in respect of any Fiscal Year pursuant to this Section 7.03 shall be computed as if any Distributions made pursuant to Section 7.02 during such Fiscal Year were a tax Distribution in respect of such Fiscal Year, with the understanding that the Company shall not make a tax Distribution in respect of any Fiscal Year to the extent any Distributions made pursuant to Section 7.02 during such Fiscal Year exceeds the Tax Amount of the Member in respect of such Fiscal Year.

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

Section 7.04 Tax Withholding; Withholding Advances.

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

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

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

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

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

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

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

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

the Board shall have initially charged the amount of the Withholding Advance to the Capital Account); or

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

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

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

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

Section 7.05 Distributions in Kind.

(a) The Board is hereby authorized, in its sole discretion, to make Distributions to the Members in the form of securities or other property held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash Distribution, the securities or property so Distributed will be Distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be Distributed among the Members pursuant to Section 7.02.

(b) Any Distribution of securities shall be subject to such conditions and restrictions as the Board determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Board may require that the Members execute and deliver such documents as the Board may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such Distribution and any further Transfer of the Distributed securities, and may appropriately legend the

certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

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

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

ARTICLE VIII MANAGEMENT

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

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

(a) The Members holding Class A Units shall be entitled to appoint three (3) Managers (the "Class A Managers"). The initial Class A Managers shall be Ivelise Rivera, Renata Caines, and Shaquille Anderson. Each Class A Manager shall hold office until his or her resignation, removal from office as hereinafter provided, or death or incapacity. Any Class A Manager may be removed, with or without cause, by the affirmative vote of Members holding more than fifty percent (50%) of the total outstanding Class A Units. A Class A Manager may resign at any time by written notice thereof to the Members and the other Managers. Any vacancy occurring in a Class A Manager position shall be filled by the affirmative vote of Members holding more than fifty percent (50%) of the outstanding Class A Units.

(b) The Members holding Class B Units shall be entitled to appoint two (2) Managers (the “Class B Managers”). The initial Class B Managers shall be Jonathan Tucker and Tara Tucker. Each Class B Manager shall hold office until his or her resignation, removal from office as hereinafter provided, or death or incapacity. Any Class B Manager may be removed, with or without cause, by the affirmative vote of Members holding more than fifty percent (50%) of the total outstanding Class B Units. A Class B Manager may resign at any time by written notice thereof to the Members and the other Managers. Any vacancy occurring in a Class B Manager position shall be filled by the affirmative vote of Members holding more than fifty percent (50%) of the outstanding Class B Units.

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

Section 8.03 Removal; Resignation.

(a) A Manager may be removed or replaced at any time from the Board, with or without cause, upon, and only upon, the written request of a majority of the Members entitled to appoint such Manager.

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

Section 8.04 Meetings.

(a) Generally. The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the Commonwealth of Massachusetts) as may be determined from time to time by the Board. Written notice of each meeting of the Board shall be given to each Manager at least twenty-four (24) hours prior to each such meeting.

(b) Special Meetings. Special meetings of the Board shall be held on the call of any Manager upon at least five days’ written notice (if the meeting is to be held in person) or one day’s written notice (if the meeting is to be held by telephone).

communications or video conference) to the Managers, or upon such shorter notice as may be approved by all the Managers. Any Manager may waive such notice as to himself.

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

Section 8.05 Quorum; Manner of Acting.

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

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

(c) Binding Act. Each Manager shall have one vote on all matters submitted to the Board or any committee thereof. Except as provided in Section 8.05(d) and Section 8.08, with respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board.

(d) Super Majority Actions. The following actions of the Company shall require the approval of a majority of the Board, provided that such approval shall require the approval of at least one Class A Manager and at least one Class B Manager (a “Super Majority Vote of the Board”):

- (i) Amend this Agreement;
- (ii) Make any material change to the business of the Company or authorize the Company to enter into a new line of business;
- (iii) Authorize the issuance of Units;
- (iv) Admit new Members to the Company;

(v) Incur any indebtedness, pledge or grant liens on any assets or guaranty, or assume, endorse or otherwise become responsible for the obligations of any other person or entity, in each case in excess of fifty thousand United States Dollars (\$50,000 USD), except to the extent approved or authorized in the budget of the Company, if any;

(vi) Make any loan, advance, or capital contribution to or in any person or entity in excess of one hundred thousand United States Dollars (\$100,000.00 USD), except to the extent approved or authorized in the budget of the Company, if any;

(vii) Enter into, amend in any material respect, waive, or terminate any agreement, arrangement, or understanding between the Company and any Member or any affiliate of a Member or any officer or employee of the Company (a “Related Party Agreement”) other than the entry into a Related Party Agreement that is on an arm’s length basis and on terms no less favorable to the Company than those that could be obtained from an unaffiliated third party;

(viii) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of equity or sale of assets) of any material portion of the Company’s assets, other than sales of inventory in the ordinary course of business consistent with past practice;

(ix) Establish a Subsidiary or enter into any joint venture or similar business arrangement;

(x) Settle any lawsuit, action, dispute or other proceeding, or otherwise assume any liability, with a value in excess of seventy-five thousand United States Dollars (\$75,000.00)

(xi) Initiate or consummate an initial public offering or convert the Company to a C corporation;

(xii) Make any investments in excess of fifty thousand United States Dollars (\$50,000 USD) in each occurrence or in the aggregate in a series of related transactions, except to the extent approved or authorized in the budget of the Company, if any;

(xiii) Approve any business plan or budget for the Company, or any modifications to or material deviations therefrom;

(xiv) Dissolve, wind-up, or liquidate the Company;

(xv) Initiate any bankruptcy proceeding;

(xvi) Take any action that would result, or would reasonably be likely to result, in a violation of the Cannabis Code; or

(xvii) Hire executive staff.

Section 8.06 Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if either (a) a written consent of the number of Managers required to take such action at a meeting shall approve such action; provided, that prior written notice of such action is provided to all Managers at least one day before such action is taken, or (b) a written consent constituting all of the Managers on the Board shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of State of Massachusetts.

Section 8.07 Compensation; No Employment.

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

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

Section 8.08 Officers.

(a) Election. The Class B Managers may appoint individuals as officers of the Company (the “Officers”) as it deems necessary or desirable to carry on the business of the Company and the Class B Managers may delegate to such Officers such power and authority as such Managers deems advisable. No Officer need be a Member or Manager. Any individual may hold two or more offices of the Company.

(b) Tenure; Vacancy. Each Officer shall hold office until his successor is designated by the Board or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Class B 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 Class B Managers. Officers shall only have those powers specifically delegated and authorized by the Class B Managers. If for any reason the Class B Members fail to fill a vacancy in an Officer position, and such failure shall continue for at least thirty (30) days, then the Members holding a majority of the Class B Units may fill such vacancy.

(c) Chief Executive Officer and Vice President. The Members and the Managers hereby delegate to the office of the Chief Executive Officer of the Company the authority and duties of the general charge and supervision of the business of the Company. Any Vice Presidents will have duties as will be designated from time to time by the Chief Executive Officer.

(d) Treasurer and Assistant Treasurers. The Members and the Managers hereby delegate to the office of the Treasurer the authority and duties of the chief financial officer of the Company and will be in charge of its funds and valuable papers, and will have such other duties and powers as may be designated from time to time by the Chief Executive Officer. If no Controller is elected, the Treasurer (or if no Treasurer is elected, the Chief Executive Officer) will also have the duties and powers of the Controller. Any Assistant Treasurers will have such duties and powers as will be designated from time to time by the Chief Executive Officer or the Treasurer.

(e) Controller and Assistant Controllers. The Members and the Managers hereby delegate to the office of the Controller the authority and duties of the chief accounting officer of the Company, who shall be in charge of its books of account and accounting records, and of its accounting procedures. The Controller will have such other duties and powers as may be designated from time to time by the Chief Executive Officer or the Treasurer. Any Assistant Controller will have such duties and powers as will be designated from time to time by the Chief Executive Officer, the Treasurer or the Controller.

(f) Secretary and Assistant Secretaries. The Members and the Managers hereby delegate to the office of the Secretary the authority and duties typically attributable to the secretary, including keeping records all proceedings of the Managers, Officers, and Members in a book or series of books to be kept therefor and will file therein all actions by written consent of such individuals. In the absence of the Secretary from any meeting, an Assistant Secretary, or if no Assistant Secretary is present, a temporary secretary chosen at the meeting, will record the proceedings thereof. The Secretary will keep or cause to be kept records, which will contain the names and record addresses of all Members, Managers, and Officers. The Secretary will have such other duties and powers as may from time to time be designated by the Chief Executive Officer. Any Assistant Secretaries will have such duties and powers as will be designated from time to time by the Chief Executive Officer or the Secretary

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

ARTICLE IX TRANSFER

Section 9.01 General Restrictions on Transfer. The Members may not transfer their Units without the consent of a Super Majority of the Board, and no Transfer may occur unless in compliance with Section 4.01(c). Notwithstanding the foregoing, no Member may transfer its Units to any transferee that would, upon becoming a Member, be an Affected Member as described in this Agreement, and any such purported transfer shall be and is null and void.

Section 9.02 Right of First Refusal. Prior to any Member transferring any Class A Units, such transferring Member (the “Transferring Class A Member”) shall first provide the Members holding Class B Units with written notice (the “ROFR Notice”) of such proposed transaction, which notice shall include the identity of the proposed Transferee, the number of Class A Units proposed to be sold, and the price per Class A Unit to be sold in such proposed transaction. The ROFR Notice shall constitute an irrevocable offer to sell to the Members holding Class B Units all of the Class A Units proposed to be sold in the transaction at a price equal to eighty-five percent (85%) of the price provided in the ROFR Notice (the “ROFR Price”). Each Member holding Class B Units may at their sole discretion, within thirty (30) days of receipt of the ROFR notice (the “ROFR Period”), elect to purchase some or all of such Class B Units at the ROFR Price by providing written notice to the Transferring Class A Member (the “ROFR Election”). In the event that multiple Members holding Class B Units make a ROFR Election electing to purchase, in the aggregate, more Class A Units than are offered in the ROFR Notice, then the Members making a ROFR Election shall be entitled to purchase such Class A Units pro rata based on the ratio of the respective holdings of Class B Units of such electing Members. In the event that no Class B Members have provided ROFR Elections to the Transferring Class A Member during the ROFR Period, then the Transferring Class A Member may sell Class A Units on the terms described in the ROFR Notice, provided, however, that if such transaction does not close within ninety (90) days of the end of the ROFR Period, then the Transferring Class A Member may not transfer Class A Units without first complying with this Section 9.02.

ARTICLE X CONFIDENTIALITY

Section 10.01 Confidentiality.

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

(b) “Confidential Information” means any Disclosing Party confidential or proprietary information, whether marked as confidential or not, in the form of notes,

documents, materials, correspondence, or any other form, and anything derived from the foregoing, relating to: (i) the Disclosing Party's proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products services, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information, (ii) proprietary information relating to the Disclosing Party's operations and business or financial plans or strategies, including but not limited to customers, customer lists, markets, financial statements and projections, standard operating procedures (SOP's) product pricing and marketing, financial or other strategic business plans or information, disclosed to Receiving Party by the Disclosing Party, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities, (iii) information received by the Disclosing Party from third parties under confidential conditions which information is identified by the Disclosing Party as being subject to such conditions; and (iv) the Disclosing Party's "Trade Secrets" which means information which derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential Information" shall *not* include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without violating any of its obligations under this Agreement.

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

who shall be bound to accept the non-disclosure obligations of the Receiving Party. Each Party and its officers (personally, under joint and several liability) shall be liable for any breach hereof by any of its employees, agents or representatives.

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

(e) Required Disclosure. Other than with respect to disclosures to a Cannabis Regulatory Body in connection with the pursuit of the Company's business, if the Receiving Party becomes legally required to disclose any Confidential Information, the Receiving Party will, to the extent permitted by Applicable Law, give the Disclosing Party prompt notice of such fact so that the Disclosing Party may obtain a protective order or other appropriate remedy concerning any such disclosure and/or waive compliance with the non-disclosure provisions of this Agreement. The Receiving Party will fully cooperate with the Disclosing Party in connection with the Disclosing Party's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or the Disclosing Party waives such compliance, the Receiving Party will make such disclosure only to the extent that such disclosure is legally required and will use its best efforts to have confidential treatment accorded to the disclosed Confidential Information.

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

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

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

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

ARTICLE XI ACCOUNTING; TAX MATTERS

Section 11.01 Income Tax Audits.

(a) For each year in which the Company is subject to the Partnership Tax Audit Rules, the Company shall designate Jonathan Tucker to serve as the "partnership representative" of the Company within the meaning of Code section 6223, as amended by the Partnership Tax Audit Rules (the "Tax Representative"). Tax Representative shall have sole authority to act on behalf of the Company for purposes of the Code and the Partnership Tax Audit Rules and any comparable provisions of state or local income tax laws with respect to the taxable year(s) such Person was designated to serve in such capacity, until such Person resigns or is replaced by the Board in accordance with the provisions of Section 11.01(b). If the Tax Representative is an entity rather than an individual, the Tax Representative shall appoint an individual who meets the requirements of the Partnership Tax Audit Rules to serve as the "designated individual" (the "Designated Individual") to act on behalf of the Tax Representative for the Company, which appointment shall be deemed to be the appointment of the Company. For purposes of this Section 11.01, unless otherwise specified, all references to provisions of chapter 63 of the Code shall be to such provisions as enacted by the Partnership Tax Audit Rules.

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

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

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

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

(f) Each Member and former Member agrees that, upon request of the Tax Representative, such Member shall: (i) provide any information and take such action as may be reasonably required by the Tax Representative in order to determine whether any "imputed underpayment" within the meaning of Code Section 6225 may be modified pursuant to Code Section 6225(c); (ii) file amended tax returns or effectuate the alternative "pull-in" procedure as provided in Code section 6225(c)(2) with respect to any "reviewed year" (within the meaning of Code section 6225(d)(1)) to reduce the amount of any "partnership adjustment" otherwise required to be taken into account by the Company; or (iii) in the event the Members do not fully or timely comply (in the Tax Representatives sole discretion) with the procedures of such Code section 6225(c)(2), take such actions as may be necessary or desirable (if any) to allow the Company to comply with the provisions of Code section 6226 (concerning the "push-out" election) so that any "partnership adjustments" are taken into account by the Members rather than the Company.

(g) If the Company is obligated to pay any amount of tax, penalty, interest, or other charges determined under the Code (a "Company Level Tax"), each Member or

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

(h) Each Member and former Member 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 or former Member (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to Code section 6226, as amended) shall be paid by such Member, and if paid by the Company will be recoverable from such Member.

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

Section 11.02 Tax Returns; Tax Elections.

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

(b) The Tax Representative, with the consent of the Board, shall make any and all elections for federal, state, local, or foreign tax purposes including without limitation any election, if permitted by applicable law: (i) to adjust the basis of property pursuant to Code sections 734(b), 743(b) and 754, or comparable provisions of state, local or foreign law, in connection with Transfers of Units and Company distributions; (ii) to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company’s federal, state, local or foreign tax returns; and (iii) to make all decisions on behalf of the Company and the Members and to direct the activities of the Tax Representative before taxing authorities or courts of competent jurisdiction in

tax matters affecting the Company or the Members in their capacities as Members, and to direct the filing of any tax returns and to cause the execution of any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members.

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

ARTICLE XII DISSOLUTION AND LIQUIDATION

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

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

Section 12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 12.03 and the Certificate of Organization shall have been cancelled as provided in Section 12.04.

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

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

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

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

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

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

(iii) Third, to the Members in the same manner as Distributions are made under Section 7.02 (regarding Distributions from Deemed Liquidation Events), subject to Section 7.03 (regarding Tax Distributions).

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 12.03(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, the following rules shall be applied consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(e): (i) any property to be Distributed will be valued at its Fair Market Value; (ii) the difference between the Fair Market Value of any asset to be Distributed in kind and its carrying value on the books of the Company shall be deemed to be gain or loss and any such deemed gain or loss shall be allocated in accordance with Article VI; and (iii) all such allocations of gain or loss shall be credited or charged to the Members' Capital Accounts prior to making such Distributions.

Section 12.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 12.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a

foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

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

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

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

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

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

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

Section 13.02 Liabilities and Duties of Covered Persons.

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

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

Section 13.03 Indemnification.

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

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

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

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

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

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

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

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets

only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

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

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

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

ARTICLE XIV MISCELLANEOUS

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

Section 14.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 14.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by 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 14.03):

If to the Company: 198 Tremont Street, Suite #228
Boston, MA 02116
Attention: Ivelise Rivera & Renata Caines

with a copy to: Vicente Sederberg LLP
2 Seaport Lane, 11th Floor
Boston, MA 02210
E-mail: jeremy@vicentesederberg.com
Attention: Jeremy Shaw

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

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

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

Section 14.06 Regulatory Review. The Members and the Company acknowledge and agree that this Agreement (a) must comply with the Cannabis Code (b) may be subject to regulatory review from a Cannabis Regulatory Body and (c) is intended to ensure that the Company is qualified as an Economic Empowerment Priority Applicant. In the event that a Cannabis Regulatory Body determines, or the Members otherwise reasonably determine, that this Agreement violates the Cannabis Code or otherwise would jeopardize the Company's status as an Economic Empowerment Priority Applicant or the business licenses or permits of the Company, the parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner to remedy such deficiency, provided, however, that any such modification shall be made so as to maintain the original intent of the parties to the greatest extent possible.

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

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

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

Section 14.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing approved pursuant to Section 8.05(d). Any such written amendment or modification will be binding upon the Company and each Member.

Section 14.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 14.11 shall diminish any of the explicit and implicit waivers described in this Agreement, including in Section 8.04(c) and Section 14.15 hereof.

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

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

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

Section 14.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

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

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

Section 14.18 Legal Representation. Each Member hereby acknowledges that it has had the opportunity to consult with its independent attorney(s) and/or tax advisor(s) prior to the execution of this Agreement. Further, each Member hereby acknowledges and agrees that: (a) Vicente Sederberg LLP (“VS”) has previously, is currently, and/or may in the future represent

some or all of the Members holding Class B Units or their respective Affiliates; (b) such Member retained VS to represent the Company in connection with this Agreement and the transactions contemplated hereby and expects to retain VS as legal counsel in connection with the management and operation the Company; (c) no current or future conflicts of interest may be asserted on the basis of the services rendered by VS in connection with this Agreement, such conflicts being hereby waived; (d) VS shall be permitted to represent the Company, the Board and such Member and its Affilates in connection with any matter whatsoever, now or in the future, including but not limited to any dispute with another Member or their Affiliates; and (e) each Member hereby waives any conflicts of interest that may arise in connection with any or all of the foregoing.

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

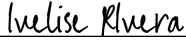
[Signature page follows]

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

MEMBERS:

HERBAN LEGENDS OF BOSTON, LLC

DocuSigned by:



By: Ivélise Rivera

Its: Manager

DocuSigned by:



By: Renata Karyna Caines

Its: Manager

MIKAZ, LLC

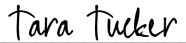
DocuSigned by:



By: Jonathan Tucker

Its: Manager

DocuSigned by:



By: Tara Tucker

Its: Manager

THE COMPANY:

NUESTRA, LLC

DocuSigned by:



By: Ivélise Rivera

Its: Manager

DocuSigned by:



By: Shaquille Anderson

Its: Manager

DocuSigned by:



By: Tara Tucker

Its: Manager

DocuSigned by:



By: Renata Caines

Its: Manager

DocuSigned by:



By: Jonathan Tucker

Its: Manager

EXHIBIT A
FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of [DATE], (as amended, modified, restated or supplemented from time to time, the “Operating Agreement”), among Nuestra, LLC, a Massachusetts limited liability company (the “Company”), and its Members party thereto.

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

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

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

By: _____

Name: _____

**SCHEDULE A
MEMBERS SCHEDULE**

<u>Name</u>	<u>Initial Capital Contribution and Capital Accounts</u>	<u>Class A Units</u>	<u>Class B Units</u>
Herban Legends of Boston, LLC 198 Tremont Street Suite 228 Boston, MA 02116	\$51.00	51,000	0
Mikaz, LLC c/o Benjamin & White, P.C. 600 Worcester Road, Suite 401 Framingham, MA 01702	\$49.00	0	49,000



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

William Francis Galvin
Secretary of the
Commonwealth

February 21, 2020

TO WHOM IT MAY CONCERN:

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

NUESTRA, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 28, 2020.**

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:
JONATHAN TUCKER, TARA TUCKER, IVELISE RIVERA, RENATA CAINES, SHAQUILLE ANDERSON

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JONATHAN TUCKER, TARA TUCKER, IVELISE RIVERA, RENATA CAINES, SHAQUILLE ANDERSON**

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script, reading "William Francis Galvin".

Secretary of the Commonwealth





mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



IVELISE RIVERA
NUESTRA, LLC
198 TREMONT ST STE 228
BOSTON MA 02116 4705

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, NUESTRA, 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, 8:30 a.m. to 4:30 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



Nuestra, LLC

BUSINESS PLAN

February 28, 2020

EXECUTIVE SUMMARY

Introduction

Nuestra, LLC (“Nuestra”) is a Massachusetts Limited Liability Company, whose majority owner is a Cannabis Control Commission (“Commission”) certified Economic Empowerment Applicant, seeking to obtain a Host Community Agreement (“HCA”) to operate a Recreational Marijuana Retailer in Somerville, Massachusetts.

As an Economic Empowerment Applicant and an entity seeking Commonwealth-certified Women Business Enterprise (“WBE”) status, Nuestra is committed to providing consistent, high quality cannabis to consumers who are 21 years of age or older in an equitable and sustainable manner.

License Types

Nuestra is seeking to obtain a HCA from the City of Somerville in order to operate a Recreational Marijuana Retailer at 518 Somerville Avenue in Union Square. If granted a HCA, Nuestra would then need to obtain all required approvals at the local and state level before commencing operations.

What Drives Us

Nuestra’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. Celebrating the diversity of Somerville’s people, cultures, housing, and economy;
3. Using its position as an Economic Empowerment Applicant to promote equity and inclusion in the cannabis industry;
4. Fostering the unique character of Union Square and the strength of Somerville’s community spirit as expressed in its history, cultural, and social life and its deep sense of civic engagement;
5. Proactive collaboration with the City of Somerville, through economic development and engagement with local civic, business, and philanthropic organizations;
6. Hiring employees and contractors from within the City of Somerville;
7. Having a diverse and socially representative pool of employees that can access the facility via public transportation or by walking or biking;
8. Building trust within the Somerville community through a robust commitment to public safety and a sufficient plan to control access to marijuana and prevent sales to underage populations;
9. Helping to monitor and mitigate health impacts to the neighborhood and to Somerville’s youth and adult populations;
10. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching; and
11. Running a socially and environmentally friendly Marijuana Retailer.

Who We Are

An entity seeking certification as a Women Business Enterprise, Nuestra is a local company that was founded by a consortium of skilled and passionate professionals with a wide breadth of experience from a diverse range of fields, including the cannabis industry, project management, regulatory compliance, public health, construction and facilities, community engagement, government, marketing, and finance. Nuestra's majority owner is a Cannabis Control Commission certified Economic Empowerment Applicant and as such, the company possesses a deep-rooted commitment to operating a business that enhances the Somerville community in an equitable, sustainable, and responsible manner.

-----OUR EXECUTIVE MANAGEMENT TEAM-----



Ivelise Rivera, Chief Executive Officer.

Community engagement, project management, public health, government

Ms. Rivera is a passionate community leader with over 18 years of experience leading mission-based organizations that play active roles in improving the lives of residents in the Greater Boston area. Since 2006, Ms. Rivera has served as the Board Chair of the Madison Park Development Corporation (MPDC). MPDC develops affordable and high quality housing for low and moderate-income

families in

o god jg. and around the Roxbury neighborhood, currently housing over 3,000 residents. MDPC provides comprehensive programming to residents to help them mobilize, empower themselves, and address quality-of-life issues in the Dudley Square area, including public safety, health equity, and youth development.

Ms. Rivera has also served as a Board Member of the Dudley Street Neighborhood Initiative (DSNI) since 2012. DSNI seeks to empower Dudley Square residents through developing youth leadership programs, promoting development without displacement, and empowering neighborhood and resident development. Ms. Rivera is the Softball Commissioner of the Red Sox Foundation RBI program.

Ms. Rivera has been a City of Boston employee for 19 years, where she is an IT Business Analyst and Associate Director of the Boston Centers for Youth and Families. She earned her undergraduate degree from Northeastern University and a master's degree from Boston University.

Jonathan Tucker, Chief Operating Officer.

Retail operations, cannabis industry, start up business development

Mr. Tucker, a proud son of Massachusetts, has built an extensive resume in television and major motion pictures in Los Angeles, as well as investing in and founding successful business ventures. Mr. Tucker is the founder of The Pegasus Fund, a non-profit organization that supplements the academic journey of top-performing students in underserved communities by sending them to summer camp to instill confidence to help them be successful at home and in school. He serves as the Advising Partner of Halogen Ventures, an early-stage venture capital fund that invest in consumer technology companies led by co-ed teams.



Mr. Tucker has demonstrated experience conceptualizing, designing, and implementing retail concepts. He is the Advising Partner of Alu Collective, a prospering company that builds and manages experiences as part of the hospitality industry. His portfolio includes Lupetti Pizzeria, In Sheep's Clothing, Lion Audio, and non-name branded lounge concept located at 432 N. Fairfax, all highly-acclaimed, high-concept venues. He is also the Advising Partner of 838 Divisadero Restaurant, the restaurant management company responsible for creating Che Fico, named one of America's Best New Restaurants 2018 by Bon Appétit magazine. Locally, Mr. Tucker has served as the CEO and Founder of Commonwealth Farm 1761, Inc., a marijuana cultivation and product manufacturing company currently pending provisional licensure from the Cannabis Control Commission.

Mr. Tucker has served as the principal in television shows and cinematic hits including Matt Damon and Ben Affleck's Showtime series City on a Hill, Westworld, Charlie's Angels, American Gods, Kingdom, Two If By Sea, Sleepers, The Virgin Suicides, The Texas Chainsaw Massacre, Criminal Hostage, The Ruins, In the Valley of Elah, The Next Three Days, Parenthood, Royal Pains, David E. Kelley's The Practice, Perception, Criminal Minds, CSI, White Collar, Law & Order: SVU, Law & Order: Criminal Intent, and Six Feet Under.



Renata Caines, Chief Engagement Officer.

Community engagement, training

Chief Engagement Officer Renata Caines will serve as the chief point of contact for all engagement with the broader community and will conduct specific community engagement training sessions for all registered agents at Nuestra's Somerville facility. Ms. Caines has a demonstrated background at the intersection of community and training, having served as the Learning and Development Manager of City Year Boston since 2017. City Year Boston deploys 289 highly skilled AmeriCorps members to serve in 29 elementary, middle, K-8, and high schools, positively impacting nearly 12,000 students across Boston Public Schools.

She previously served as an Americorps Massachusetts Promise Fellow at Crossroads for Kids, a program designed to teach leadership skills to underprivileged youth and prepare them to enter adulthood. Crossroads for Kids inspires youth to unlock their innate potential to become members of the next generation of young leaders in Boston and Massachusetts, breaking the cycle of poverty and underachievement. Ms. Caines is a graduate of Lesley University and Northeastern University.

Jason Stirling, Chief Product Officer.

Cannabis retail, regulatory compliance, start up development.

Mr. Stirling maintains over six years of experience in the regulated cannabis industry spanning numerous markets and all points of the supply chain. Most recently, Mr. Stirling served as the Chief Product Officer of Ascend Wellness Holdings, a market leading vertically integrated operator with



assets in Michigan, Illinois, Massachusetts, and Ohio. Prior to that role, he worked at the Downtown Dispensary in Tucson, Arizona, which has been the #1 trending dispensary in Tucson on Leafly since 2014. Previous cannabis roles include SPARC SF, where he managed a team of over 40 personnel; Nature's AZ Medicines Dispensary, where he oversaw facility development and third party vendor accounts; and Garden of the Gods in Denver, Colorado, where he led all human resource operations.

Bradley St. Amand, Operations Lead.

Regulated alcohol sales, crowd management, facilities management, retail operations.

As the Operations Lead for GTI Properties, Mr. St. Amand has amassed over 13 years of experience as the direct lead for over 500 residential units, one million square feet of commercial space, over sixty artist studios, a 30,000 SF event venue, and over 40 staff spanning facilities, real estate development, operations, and maintenance. This role requires him to manage and coordinate property management staff, maintenance personnel, contractors, and support staff to ensure optimal performance. He serves as the community liaison as a board member for the local neighborhood association.



Mr. St. Amand also conceptualizes and directs the renowned 26-week SoWa Open Market event in Boston's South End, which draws approximately 10,000 weekly attendees and require the coordination of over 200 rotating vendors and 20 employees each week. This event features a large beer garden component, where Mr. St. Amand is responsible for full compliance with all City of Boston and Commonwealth of Massachusetts restrictions surrounding age restrictions, prevention of unauthorized diversion and overconsumption, compliance with SaveServ protocols, and ongoing staff training. Mr. St. Amand secures all large-scale permits with a variety of municipal and state departments, often spanning over 30 unique permits each week.



Shaquille Anderson, Manager.

Finance, marketing, human resources.

Mr. Anderson currently serves as a Senior Financial Analyst at J.P. Morgan Chase & Co, where he serves as an OSD contact for over 150 clients in the North American region with the Pension/401K team and as a Social Media Coordinator for Yelp in Boston, where he leads strategy as to content creation for social media via Instagram, Twitter, and Facebook platforms.

Mr. Anderson is a contributing writer to Blavity, an American Internet media company created by and for Black millennials. He has obtained Inbound Marketing Certifications from HubSpot Academy and Google Analytics Individual Qualifications. He is a graduate of Bucknell University.

Tara Ahamed Tucker, Manager.

Project management, communications, media.

Ms. Tucker is an established executive in the film industry, where she has led the development, financing, and production of major motion pictures and television shows across a variety of genres. She currently serves as the Senior Vice President of Television of 42, one of the nation's leading management and production companies for film, television, and content.



Ms. Tucker's previous professional experience includes tenures at Benaroya Pictures, Identity Films, Jerry Bruckheimer Films, Creative Artists Agency, and the Clinton Global Initiative Annual Conference. She has served as a Crisis and Suicide Prevention Hotline Counselor at the Trevor Project since 2019.

-----OUR SUBJECT MATTER EXPERTS-----



Daniel Linskey, Security Consultant, Kroll.

Daniel Linskey is a managing director in Kroll's Security Risk Management practice, head of the Boston office, and a fellow at the Duff & Phelps Institute. As the former Superintendent-in-Chief of the Boston Police Department (BPD) and a 27-year veteran of the force, Mr. Linskey provided strong leadership through some of the most tragic and contentious events in the city's history, including the Boston Marathon bombings and the Occupy Movement. Mr. Linskey serves clients in diverse industries with uncommon experience in investigations, crisis response, and risk management, as well as personal, physical, and operational security strategies, including the development of security plans for a number of cannabis companies in the Greater Boston area. Widely respected for his knowledge of the complexities inherent in law enforcement and homeland security, Mr. Linskey has also consulted with numerous national and international government agencies on a broad range of challenges, including large-scale event management, crisis leadership, and preparedness and community engagement strategies.

Adam Fine, Cannabis Law, Vicente Sederberg LLP.

Nuestra Advisory Board Member

Adam Fine is the managing partner of Vicente Sederberg's Boston office. He represents dozens of successful Massachusetts cannabis businesses and prospective business licensees on corporate, licensing, and regulatory matters. Vicente Sederberg is a national cannabis law firm that represents over 500 cannabis companies across the United States, heralded by the Rolling Stone as "the country's first powerhouse marijuana law firm".



Attorney Fine is a leading voice on cannabis law and policy in the Commonwealth, and in 2018 he was named one of the "100 Most Influential People in Boston" by Boston magazine. He served as a consultant to the Massachusetts Special Senate Committee on Marijuana and as a member of the drafting committee for Question 4, the 2016 ballot initiative that legalized marijuana in

Massachusetts. He has testified before numerous municipal and regulatory bodies regarding marijuana policy and compliance, and he has chaired multiple cannabis-related CLE events. He is frequently quoted in the Boston Globe and other local news outlets, as well as in national cannabis industry publications.

Before joining Vicente Sederberg in 2013, Adam spent a number of years as an attorney at a Boston law firm, where he focused on complex civil and criminal litigation. Prior to entering private practice, he served as a trial attorney for the Defender Association of Philadelphia, where he litigated more than 200 criminal trials.



Sasha Kadey, Cannabis Retail Consultant, Greenlane.

Nuestra Advisory Board Member

Sasha Kadey is a strategist who draws on his deep knowledge of technology, consumer packaged goods, luxury products, and entrepreneurship to help develop appealing brands and build companies that scale and excel. He currently serves as the Chief Marketing Officer of Greenlane (NASDAQ: GNLN), one of the largest global sellers of premium cannabis accessories and CBD products with a customer base of over 11,000 retail locations. He is also the Co-Founder and Creative Director of Higher Standards, which offers a curated selection of bespoke products and lifestyle goods.

Sasha came to the 'counter culture' industry on the heels of building tremendously successful careers in the fields of wine & spirits and luxury beauty. Sasha was a recognized thought-leader and acclaimed public speaker in both industries, known for bringing groundbreaking, disruptive, technology-based solutions to bear. Sasha's initiatives and campaigns were highlighted in AdAge, Wine Business Monthly, Tech Times, PopSugar, InStyle, several university curriculums, and other publications. His web properties were awarded by design and UX authorities like Communication Arts, Awwwards, Internet Retailer, and even American Express.



Chuck Farkas, Management Consultant, Bain & Company.

Nuestra Advisory Board Member

Charles Farkas is an advisory partner in Bain & Company's Boston office. He is a leader in Bain's Healthcare, Financial Services and Strategy practices with over 35 years of management consulting experience, advising chief executives and senior managers in a wide variety of industries on issues critical to long-term success. He has served as the global leader of Bain & Company's Financial Services practice, the North American head of Bain's Healthcare practice and the managing partner of Bain Canada.

Chuck has worked globally with companies in a wide range of industries, including healthcare providers and suppliers, banking, insurance, brokerage, credit cards, consumer goods, retailing and industrial products. He holds deep expertise in issues of growth, strategy, leadership and change.

Outside of Bain, Chuck serves as a corporator of Partners Healthcare and is a member of the Boards of Harvard Medical School, CONMED Corporation (NASDAQ) and privately held companies Legacy ER, CHE Behavioral Health and Courtagen. He earned an MBA from Harvard Business School and

is a graduate of Princeton University, where he received a Bachelor of Arts in History with honors. He was also an ITT International Fellow (Fulbright program) in Manila, Philippines.



Becca Rutenberg, Community Engagement, Vicente Sederberg LLP.
Nuestra Advisory Board Member

Becca Rutenberg currently serves as Vicente Sederberg's Director of Strategic Affairs. In this role, she provides strategic guidance on competitive municipal and state licensing applications in Massachusetts and across the nation, including strategies relative to community outreach, coalition building, government affairs, and local benefit analysis. Ms. Rutenberg works collaboratively with clients to identify business goals, develop overarching strategies for execution, and manage high-value projects. Ms. Rutenberg assists clients with developing and maintaining meaningful relationships with their host communities long after permitting has completed through comprehensive neighborhood engagement strategies that are authentic and collaborative.

Prior to joining Vicente Sederberg, Ms. Rutenberg served as the Chief Operating Officer of the Novus Group, a Boston-based government affairs firm specializing in emerging industries, including the sharing economy, renewable energy, and the cannabis industry. She has also worked for the City of Cambridge, Massachusetts and the American Association of University Women.

In 2012, Ms. Rutenberg was recognized as one of the nation's trailblazing female campaigners under age 30 for her efforts on the American Association of University Women's '*It's My Vote: I Will Be Heard!*' campaign. Her work has been featured in the Philadelphia Inquirer, Seventeen Magazine, and several academic publications. She received undergraduate and graduate degrees from Boston University.

MARKET RESEARCH

Customers

Nuestra will only sell marijuana and marijuana products to customers 21 years of age and older that provide valid identification.

Market Analysis

Nuestra anticipates that its primary customers will be residents and employees aged 21 years and older who live or work in the City of Somerville and the surrounding communities of Cambridge, Medford, and Boston.

PRODUCTS & SERVICES

In addition to traditional sativa, indica, and hybrid cannabis flower, Nuestra will offer a wide range of products that will allow Nuestra to serve customers with a wide variety of needs.

Products Nuestra 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 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

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

Proposed Business Hours

- Monday: 9:00 a.m. to 9:00 p.m.
- Tuesday: 9:00 a.m. to 9:00 p.m.
- Wednesday: 9:00 a.m. to 9:00 p.m.
- Thursday: 9:00 a.m. to 9:00 p.m.
- Friday: 9:00 a.m. to 9:00 p.m.
- Saturday: 9:00 a.m. to 9:00 p.m.
- Sunday: 11:00 a.m. to 9:00 p.m.

MARKETING & SALES

Growth Strategy

Nuestra's plan to grow the company includes:

1. Superior products;
2. Strong and consistent branding;
3. Intelligent, targeted, and compliant marketing programs;
4. An exemplary customer in-store experience – every time;
5. A caring, thoughtful, and professional staff who enjoy their work; and
6. Being a responsible and active member of the Somerville community.

Communication

Nuestra 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 Nuestra 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."

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

Nuestra 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.

Nuestra 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

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

Nuestra 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." Nuestra 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.

Nuestra places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from Marijuana, Nuestra staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any Marijuana.

Logo

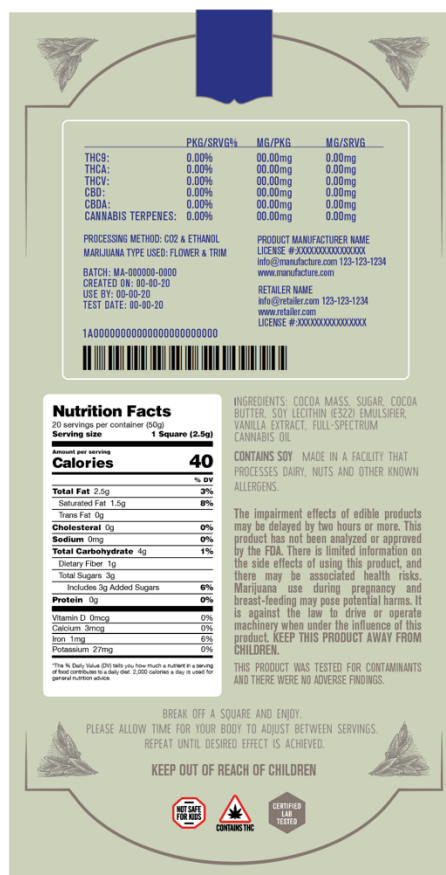
Nuestra has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

Nuestra's logo can be seen below:



Sample Labels:



BENEFITS TO THE HOST COMMUNITY

Nuestra looks forward to working cooperatively with the City of Somerville to ensure that Nuestra operates as a responsible, contributing member of the community. Nuestra desires to establish a mutually beneficial relationship with Somerville in exchange for permitting Nuestra to open its Marijuana Retailer.

Somerville stands to benefit in various ways, including but not limited to the following:

1. Jobs: The facility will add approximately 25 full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement and local option taxes will provide Somerville with additional financial benefits beyond local property taxes.
3. Community Participation & Outreach: Nuestra will make charitable contributions to Somerville based organizations, participate in charitable events as a sponsor and generally look for opportunities to enhance social equity in the community.
4. Access to Quality Product: Nuestra 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.
5. Control: In addition to the Commission, the Somerville Police Department and other municipal departments will have oversight over Nuestra's security systems and processes.
6. Responsibility: Nuestra is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Cannabis Control Commission.
7. Economic Development: Nuestra's operation of its facility will contribute to the overall economic development and economic sustainability of Somerville.

COMMUNITY ENGAGEMENT

A cornerstone of Nuestra's purpose-driven operational plan is a commitment to positively impact the communities where it is located. As participants in an emerging business sector that is unfamiliar to many Somerville residents, the Company recognizes that it has a broader duty within the community to educate, enrich, empower, and effectuate positive change. It is Nuestra's intention to be a contributing, positive force within Somerville by continued commitment to the following goals:

1. **Building an established community engagement team to implement the Company's plan to positively impact Somerville with a proven history of conceptualizing, designing, and implementing robust community outreach endeavors towards a variety of targeted populations.**
 - a. Chief Engagement Officer Renata Caines will serve as the chief point of contact for all engagement with the broader community and will conduct specific community engagement training sessions for all registered agents at Nuestra's Somerville facility. Ms. Caines has a demonstrated background at the intersection of community and training, having served as the Learning and Development Manager

of City Year Boston since 2017. City Year Boston deploys 289 highly skilled AmeriCorps members to serve in 29 elementary, middle, K-8, and high schools, positively impacting nearly 12,000 students across Boston Public Schools.

- b. Ms. Caines will routinely attend all civic and business community meetings as a representative of Nuestra. She will also lead the coordination of Nuestra's 24/7 contact telephone number once operational, which will be provided to local residents, businesses, and other interested parties should they seek to contact a designated facility representative off hours.

2. Conducting a thorough neighborhood outreach program during the permitting phase that is designed to educate Somerville residents and stakeholders about the Company's proposal through community meetings; door-to-door canvassing; engagement with local civic, business, and philanthropic organizations; and stakeholder outreach.

- a. Throughout the local permitting phase, Nuestra will:
 - i. Host numerous community outreach meetings to provide local stakeholders with information about its proposal and offer the opportunity to ask questions or provide feedback. Meetings will be held at a variety of times to accommodate non-traditional work hours and will be advertised in the local newspaper, via certified mailings, and through public notices;
 - ii. Engage in door-to-door canvassing to nearby residents and businesses to personally introduce themselves and share information about their business;
 - iii. Meet with local civic, business, and philanthropic organizations; and
 - iv. Conduct outreach to local stakeholders including elected and appointed officials.

3. Maintain continued, regular community outreach endeavors throughout operations.

- a. Once operational, Nuestra will:
 - i. Regularly attend local civic and business organization meetings;
 - ii. Require all customers to sign an agreement upon their first sale in the facility indicating their commitment to respecting the community by avoiding public consumption, nuisance behaviors, littering, loitering, loud noise, and impaired driving; and
 - iii. Institute a 24/7 telephone number which will be provided to local residents, businesses, and other interested parties should they seek to contact a designated facility representative off hours.

4. Effectuate positive change in Somerville by allocating monetary and staff resources towards nonprofit and community initiatives.

- a. Nuestra will:
 - i. Provide annual contributions to Somerville nonprofits; and
 - ii. Dedicate at least 30 hours of staff time annually to physical volunteer work at local organizations.

EMPLOYEE STAFFING & LOCAL JOB CREATION

General

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

As members of a burgeoning industry in Massachusetts, Nuestra recognizes that a comprehensive local employment plan has transformative potential for residents of the City of Somerville and the immediate region who are interested in employment in the marijuana industry. Through a comprehensive recruitment effort, workplace training, and employment that offers competitive wages and comprehensive benefits, Nuestra will make best efforts to ensure that a majority of employees at its Marijuana Retailer are residents of the City.

Recruitment Initiatives

Nuestra anticipates that its facility in Somerville has the potential to add 20 full and part-time employees, in addition to reliance on qualified local vendors. Salaries will be commensurate with experience.

Diversity and Inclusion

As an Economic Empowerment Applicant and an entity seeking Commonwealth-certified WBE status, Nuestra is deeply committed to establishing and maintaining a local and diverse workforce to serve its customers. Nuestra seeks to do this through innovative corporate recruitment targeted towards Somerville residents as well as underrepresented and minority communities, including:

- a. Advertising employment opportunities in local newspapers, local radio and visual news media, networking groups, and posting employment availabilities on public boards;
- b. Providing briefings to representatives from local recruiters concerning current and future job openings;
- c. Encouraging employees to refer applicants for employment;
- d. Developing relationships with programs designed to improve employment opportunities for local residents and diverse persons; and
- e. Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

Workforce Training

Perhaps the most critical element of maintaining a talented workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Nuestra's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting employees.

Nuestra will offer promotions, career counseling, and training to provide all employees with opportunities for growth and to decrease turnover. Nuestra will ensure that all employees are given opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions. Nuestra will ensure that all employees receive career counseling on advancement opportunities and provide training programs to assist them in

career development. Training programs will be both internal and external to the company and cannabis industry and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon.

With other Nuestra affiliated retail facilities, product manufacturing establishments, and cultivation facilities proposed in Worcester and Amherst, motivated employees may have the opportunity to grow upwards within the organization or expand their knowledge and skillset towards other business functions, if desired.

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Nuestra's agents will complete training that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually. Nuestra's new, non-administrative employees involved in the handling and sale of marijuana will complete the Responsible Vendor Program within ninety (90) days of the date they are hired. Nuestra's employees involved in the handling and sale of marijuana will then successfully complete the program once every year thereafter. Nuestra'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 licensing authorities upon request.

As part of the Responsible Vendor program, Nuestra's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

- a. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
- b. Best practices for diversion prevention and prevention of sales to minors;
- c. Compliance with tracking requirements;
- d. Acceptable forms of identification, including verification of valid photo identification and confiscation of fraudulent identifications;
- e. Such other areas of training determined by the Commission to be included; and
- f. Other significant state laws and rules affecting operators, including local and state licensing and enforcement; incident and notification requirements; administrative and criminal liability and license sanctions and court sanctions; waste disposal and health and safety standards; permitted hours of sale and conduct of establishment; permitting inspections by state and local licensing and enforcement authorities; licensee responsibilities for activities occurring within licensed premises; maintenance of records and privacy issues; and prohibited purchases and practices.

DISPENSING PROCEDURES

In accordance with 935 CMR 500.140(2), access to Nuestra's facility is limited to individuals 21 years of age and older. Upon a customer's entry into Nuestra's premises through the entryway noted on the enclosed floorplan, a Nuestra agent will immediately inspect the customer's proof of identification and determine the individual's age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification. Failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a Nuestra agent.

Once a customer has selected a product for purchase, a Nuestra agent will collect the chosen items from the designated product storage area. A Nuestra agent will then scan each product barcode into the point of sale system. Nuestra will only utilize a point-of-sale system approved by the Commission in consultation with the Department of Revenue and will not utilize software or other methods to manipulate or alter sales data.

Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates Metrc and Nuestra's seed-to-sale tracking system that is compliant with 935 CMR 500.105(8) and does not allow for transactions in excess of daily sales limitations or potency level violations. Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or its combined dry weight equivalent in Marijuana concentrate or edible Marijuana Products to a retail customer per day. One ounce of Marijuana flower shall be equivalent to five grams of active tetrahydrocannabinol (THC) in Marijuana concentrate, including but not limited to Tinctures. One ounce of Marijuana flower shall be equivalent to five hundred milligrams of active tetrahydrocannabinol (THC) in edible Marijuana Products. Topicals and ointments shall not be subject to a limitation on daily sales. Nuestra will not sell Marijuana or Marijuana Products in excess of the potency levels established by 935 CMR 500.150(4). All required taxes will be collected at the point of sale. Nuestra will adopt separate accounting practices at the point-of-sale for Marijuana and Marijuana Product sales, and non-Marijuana sales. In accordance with 935 CMR 500.140(4)(d)-(e), Nuestra will not sell marijuana products containing nicotine or alcohol if the sale of such alcohol would require licensure pursuant to M.G.L. c. 138.

In compliance with 935 CMR 500.140(6), Nuestra will make educational materials available to consumers (in adequate supply) in commonly spoken languages, which will include but not be limited to appropriate materials for the visually and hearing impaired designed to assist in the selection of marijuana and marijuana products. Nuestra's educational materials will describe the varying types of products available at Nuestra, as well as the types and methods of consumption. The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect. Additional topics discussed in consumer materials will include potency; proper dosage; information to assist in the selection of marijuana; the delayed effects of edible marijuana products; and facts regarding substance abuse signs and symptoms and related treatment programs, marijuana tolerance, dependence, and withdrawal. Consumers will be provided a material that will enable them to track

the strains used and the associated effects. Nuestra agents will be available to discuss the associated effects of specific strains and products at the dispensary, by telephone and via email. The consumer education materials will include the following:

- A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
- A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
- A statement that consumers may not sell marijuana to any other individual; and
- Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law.

In the event a Nuestra agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. This includes, but is not limited to, a Consumer engaging in daily transactions that exceed the legal possession limits or that create a risk of diversion. Nuestra will use the point of sale security system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

Nuestra will not acquire or record a consumer's personal information, other than information typically required in a retail transaction, which can include identifying information to determine a consumer's age. Nuestra will not record or retain any additional personal information from a consumer without the Consumer's voluntary written permission. Customers will be required to fill out a Community Norms Agreement which will be maintained on site.

Pursuant to 935 CMR 500.140(5)(d), Nuestra will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, Nuestra will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Nuestra will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Further, Nuestra will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000.

Should Nuestra elect to enter into Delivery Agreements with Delivery-Only Retailers for the purpose of transacting home deliveries to consumers under 935 CMR 500.050(9), Nuestra will establish a Pre-Verification process for consumers who intend to place orders for delivery with Nuestra. To comply with the requirements of pre-verification, Nuestra shall require the consumer to appear in-person at Nuestra to present the consumer's valid, unexpired government-issued photo identification and examine the identification and verify that the individual consumer presenting the identification is the individual consumer that matches the identification and that the individual consumer is 21 years of age or older. Nuestra will collect and maintain relevant information about the individual consumer, for the purpose of transacting a delivery and ensuring that the recipient of a delivery under 935 CMR 500.145: *Additional Operational Requirements for Delivery of Marijuana and Marijuana Products to Consumers* is legally allowed to receive Marijuana and

Marijuana Products, including the individual's name, date of birth, address, telephone number, and email address. Any such information collected by Nuestra shall be used solely for the purpose of transacting a delivery of Marijuana or Marijuana Products and shall be otherwise maintained confidentially.

Nuestra places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, Nuestra staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any marijuana products. All products available for sale and consumption will be tested for impurities and subjected to Nuestra's policies governing quality control per 935 CMR 500.105.

FINANCIAL PROJECTIONS

	Year 1	Year 2	Year 3
Gross Revenue			
Flower	\$6,435,103	\$6,756,859	\$7,094,702
Concentrates	\$2,428,341	\$2,549,758	\$2,677,246
Vaporizer	\$1,699,839	\$1,784,831	\$1,874,072
Edible Products	\$1,214,170	\$1,274,879	\$1,338,623
Topical Products	\$364,251	\$382,464	\$401,587
Total Gross Revenue	\$12,141,705	\$12,748,790	\$13,386,229
Total Cost of Goods Sold	\$3,283,117	\$3,447,273	\$3,619,636
Gross Profit	\$8,858,588	\$9,301,517	\$9,766,593
Total Capital Expenses	\$90,620	-	-
Total SG&A Expenses (Excluding HCA)	\$1,586,629	\$1,691,674	\$1,724,316
EBITDA	\$7,181,339	\$7,609,843	\$8,042,277

All figures are in US dollars. Please note that such figures are draft projections.

FINAL REMARKS

Nuestra has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Nuestra hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Nuestra'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 \$420 million in 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Nuestra 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, Nuestra looks forward to working cooperatively with Somerville to help spread the benefits that this market will yield.



PLAN FOR OBTAINING LIABILITY INSURANCE

Nuestra, LLC (“Nuestra”) 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 & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Nuestra will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Nuestra 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. Nuestra 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.



PROPOSED TIMELINE

935 CMR 500.101(1)(c)(5)

A proposed timeline for achieving operation of the Marijuana Establishment and evidence that the Marijuana Establishment will be ready to operate within the proposed timeline after notification by the Cannabis Control Commission ("Commission") that the applicant qualifies for licensure.

<u>Date</u>	<u>Event</u>
Obtain Host Community Agreement	
+ 21 Days After Receipt of Host Community Agreement	Hold Community Outreach Meeting
+25 Days After Receipt of Host Community Agreement	Submit Application to Commission
+25 Days After Receipt of Host Community Agreement	Submit Filing to Somerville Licensing Commission
Commission Marks Application As Being "Complete" (Approximately Two Months After Submission)	
+5 Days After Commission Marks Application As Being "Complete"	Awarded License from Somerville Licensing Commission
+20 Days After Commission Marks Application As Being "Complete"	Submit Special Permit to City of Somerville Special Permit Granting Authority
+60 Days After Commission Marks Application As Being "Complete"	Commission Receives Confirmation from City of Somerville of Compliance with Zoning Ordinance
+90 Days After Commission Marks Application As Being "Complete"	Received Provisional Certificate from Commission; Begin Registering Agents
+95 Days After Commission Marks Application As Being "Complete"	Receive Special Permit from City of Somerville
+120 Days After Commission Marks Application As Being "Complete"	Receive Municipal Building Permit
+120 Days After Commission Marks Application As Being "Complete"	Submission of Architectural Review to Commission

+130 Days After Commission Marks Application As Being “Complete”	Approval of Architectural Review by Commission
+ 135 Days After Commission Marks Application As Being “Complete”	Begin Facility Build Out/Renovation
+ 200 Days After Commission Marks Application As Being “Complete”	Finish Facility Build Out/Renovation; Receive Certificate of Occupancy
+205 Days After Commission Marks Application As Being “Complete”	Security Monitoring Tested and Facility Evaluated for Compliance with 935 CMR 500.000; Request Post-Provisional License Inspection of Facility
+225 Days After Commission Marks Application As Being “Complete”	Post-Provisional License Inspection of Facility
+235 Days After Commission Marks Application As Being “Complete”	Request Meeting with Somerville Stakeholders re: Opening Month Plan, including Somerville Police, representative from Mayor’s Office, representative from the City Council, representative from OSPCD, etc.
+ 245 Days After Commission Marks Application As Being “Complete”	Receive Final License from Commission; Begin ensuring appropriate packaging and labeling; registering with the Department of Revenue for tax purposes; and receiving/entering adult-use product into Metrc and complying with all Metrc requirements
+250 Days After Commission Marks Application As Being “Complete”	Request Post-Final License Inspection
+265 Days After Commission Marks Application As Being “Complete”	Post-Final License Inspection
+270 Days After Commission Marks Application As Being “Complete”	Request Meeting with Somerville Stakeholders re: Opening Month Plan, including Somerville Police, representative from Mayor’s Office, representative from the City Council, representative from OSPCD, etc.
+280 Days After Commission Marks Application As Being “Complete”	Receive Commence Operations Designation from Commission
+284 Days After Commission Marks Application As Being “Complete”	Begin Sales to Consumers

+291 Days After Commission Marks Application As Being “Complete”	Request Meeting with Somerville Stakeholders re: Opening Month Plan, including Somerville Police, representative from Mayor’s Office, representative from the City Council, representative from OSPCD, etc.
+310 Days After Commission Marks Application As Being “Complete” and As Needed in Future	Request Meeting with Somerville Stakeholders re: Opening Month Plan, including Somerville Police, representative from Mayor’s Office, representative from the City Council, representative from OSPCD, etc.



DISPENSING PROCEDURES

In accordance with 935 CMR 500.140(2), access to Nuestra, LLC's ("Nuestra") facility is limited to individuals 21 years of age and older. Upon a customer's entry into Nuestra's premises, a Nuestra agent will immediately inspect the customer's proof of identification and determine the individual's age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification. At the door, a designated staff member will collect valid customer identification and confirm a minimum age of 21 years old; failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a Nuestra agent.

Once a customer has selected a product for purchase, a Nuestra agent will collect the chosen items from the designated product storage area. A Nuestra agent will then scan each product barcode into the point of sale system. Nuestra will only utilize a point-of-sale system approved by the Commission in consultation with the Department of Revenue and will not utilize software or other methods to manipulate or alter sales data. A Nuestra agent will affix a label, as generated by the point of sale system, indicating the date, strain name, cannabinoid profile, and all applicable warnings detailed in 935 CMR 500.105.

Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates Metrc and Nuestra's seed-to-sale tracking system that is compliant with 935 CMR 500.105(8) and does not allow for transactions in excess of daily sales limitations or potency level violations. Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or its combined dry weight equivalent in Marijuana concentrate or edible Marijuana Products to a retail customer per day. One ounce of Marijuana flower shall be equivalent to five grams of active tetrahydrocannabinol (THC) in Marijuana concentrate, including but not limited to Tinctures. One ounce of Marijuana flower shall be equivalent to five hundred milligrams of active tetrahydrocannabinol (THC) in edible Marijuana Products. Topicals and ointments shall not be subject to a limitation on daily sales. Nuestra will not sell Marijuana or Marijuana Products in excess of the potency levels established by 935 CMR 500.150(4). All required taxes will be collected at the point of sale. Nuestra will adopt separate accounting practices at the point-of-sale for Marijuana and Marijuana Product sales, and non-Marijuana sales. In accordance with 935 CMR 500.140(4)(d)-(e), Nuestra will not sell marijuana products containing nicotine or alcohol if the sale of such alcohol would require licensure pursuant to M.G.L. c. 138.

In the event a Nuestra agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. This includes, but is not limited to, a Consumer engaging in daily transactions that exceed the legal possession limits or that create a risk of diversion. Nuestra will use the point of sale security system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

Nuestra will not acquire or record a consumer's personal information, other than information typically required in a retail transaction, which can include identifying information to determine a consumer's age. Nuestra will not record or retain any additional personal information from a consumer without the Consumer's voluntary written permission.

Pursuant to 935 CMR 500.140(5)(d), Nuestra will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, Nuestra will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Nuestra will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Further, Nuestra will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000.

Nuestra will utilize separate accounting practices at the point of sale to track marijuana product sales and non-marijuana sales.

Should Nuestra elect to enter into Delivery Agreements with Delivery-Only Retailers for the purpose of transacting home deliveries to Consumers under 935 CMR 500.050(9), Nuestra will establish a Pre-Verification process for Consumers who intend to place orders for delivery with Nuestra. To comply with the requirements of pre-verification, Nuestra shall require the Consumer to appear in-person at Nuestra to present the Consumer's valid, unexpired government-issued photo identification and examine the identification and verify that the individual Consumer presenting the identification is the individual Consumer that matches the identification and that the individual Consumer is 21 years of age or older. Nuestra will collect and maintain relevant information about the individual Consumer, for the purpose of transacting a delivery and ensuring that the recipient of a delivery under 935 CMR 500.145: *Additional Operational Requirements for Delivery of Marijuana and Marijuana Products to Consumers* is legally allowed to receive Marijuana and Marijuana Products, including the individual's name, date of birth, address, telephone number, and email address. Any such information collected by Nuestra shall be used solely for the purpose of transacting a delivery of Marijuana or Marijuana Products and shall be otherwise maintained confidentially.

Nuestra places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, Nuestra staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any marijuana products. All products available for sale and consumption will be tested for impurities and subjected to Nuestra's policies governing quality control per 935 CMR 500.105.

In compliance with 935 CMR 500.140(6), Nuestra will make educational materials available to consumers (in adequate supply) in commonly spoken languages, which will include but not be limited to appropriate materials for the visually and hearing impaired designed to assist in the selection of marijuana and marijuana products. Nuestra's educational materials will describe the varying types of products available at Nuestra, as well as the types and methods of consumption.

The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect. Additional topics discussed in consumer materials will include potency; proper dosage; information to assist in the selection of marijuana; the delayed effects of edible marijuana products; and facts regarding substance abuse signs and symptoms and related treatment programs, marijuana tolerance, dependence, and withdrawal. Consumers will be provided a material that will enable them to track the strains used and the associated effects. Nuestra agents will be available to discuss the associated effects of specific strains and products at the dispensary, by telephone and via email. The consumer education materials will include the following:

- A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
- A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
- A statement that consumers may not sell marijuana to any other individual; and
- Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law.



DIVERSITY PLAN

Nuestra, LLC (“Nuestra”) believes in creating and sustaining a robust policy of inclusivity and diversity. Nuestra recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Nuestra is dedicated to creating a diverse culture with a commitment to equal employment opportunity for all individuals. Nuestra’s diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. Nuestra will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

Goals

Nuestra seeks to develop a Diversity Plan that promotes equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. Nuestra will place a specific emphasis on identifying diverse employees that are also Somerville residents. Nuestra has developed specific goals, including:

1. Increasing the number of individuals falling into the above-listed demographics working in the establishment; and
2. Providing tools to ensure the success of individuals falling into the above-listed demographics throughout their employment with Nuestra.

Diversity Recruitment and Sourcing

Nuestra will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities. Nuestra has developed strategic corporate initiatives to ensure a diverse and qualified staff stands ready to serve Nuestra customers’ needs. Nuestra’s recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Hosting four career fairs in Somerville annually with a specific emphasis on hiring diverse, local residents;
- Developing partnerships with local Somerville workforce training initiatives;
- Making open positions known to local civic, business, and philanthropic organizations;
- Advertising employment opportunities in diverse publications including bilingual media, networking groups for those who identify with the above-listed demographics, and posting job options on public boards;
- Providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings;
- Encouraging employees to refer applicants from diverse groups for employment;
- Utilizing personal connections to communicate hiring objectives throughout diverse populations;
- Hosting informational sessions about careers in the marijuana industry;

- Advertising informational sessions in diverse publications including bilingual media, networking groups for those who identify with the above-listed demographics, and posting job options on public boards near its facility;
- Developing relationships with programs designed to improve employment opportunities for diverse persons; and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

Nuestra recognizes that transportation costs, training costs, accessibility of its workplace, parental leave policies, and uniform costs can serve as limiting factors that can make it challenging for individuals from diverse backgrounds to sustain a career. As such, Nuestra will provide comprehensive benefits, transportation reimbursements and/or shuttles, uniforms, and paid training.

Employee Retention, Training and Development

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Nuestra's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

Nuestra will offer promotions, career counseling, and training to provide all employees with equal opportunity for growth and to decrease turnover. Nuestra will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. Nuestra will ensure that all employees receive equal opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development.

Training programs will be both internal and external to the company and cannabis industry, and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon.

Additionally, Nuestra will provide annual cultural training on cultural sensitivity and recognizing unconscious bias, focusing on materials including learning about multicultural environments, how to foster inclusion and belonging, intercultural competence, and break out group sessions; and use suppliers who are also committed to diversity and inclusion.

Nuestra's diversity awareness training emphasizes Nuestra's zero-tolerance commitment of harassment and discrimination and Nuestra's strict adherence to take corrective action should any issues, concerns, or complaints arise. All Nuestra employees are required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program,

employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo ongoing diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Awareness of Diversity Plan goals and Nuestra's efforts to create an open culture with zero tolerance for discrimination, harassment, or retaliation, is crucial to Nuestra's success. Management, staff, associates, vendors, contractors, and the general public all benefit from being informed of the Diversity Plan objectives and procedures. Dissemination of information of the Diversity Plan includes the following:

- Inclusion of Nuestra's Equal Employment Opportunity and Reasonable Accommodation statement in the Employee Handbook;
- Inclusion of Nuestra's zero-tolerance policies for harassment, discrimination, bullying, and other actions which oppose Nuestra's goal for a diverse workforce;
- Postings in suitable areas for employee communication;
- Diversity training programs for all employees;
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

Measuring Progress

Nuestra will establish a Diversity Committee (the "Committee") to assist the executive management team and compliance officer with the implementation and growth of the Diversity Plan. The initial members of the Committee will be selected based on their diverse status and their personal commitments to diversity. All employees will be made aware of the Committee and invited to join if it is of interest.

The Committee will be responsible for developing Equal Employment Opportunity (EEO) statements, policies, programs, and internal and external communication procedures in support of the goals of the Diversity Plan, assisting in the identification of problematic areas for EEO, including receiving, reviewing, and resolving any complaints of discrimination or other non-compliance with regards to equal opportunity and fair treatment of all employees, assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion, designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a company culture that fosters diversity, keeping the company informed of equal opportunity progress through quarterly reports, reviewing the Diversity Plan with management at all levels of Nuestra to ensure that the Diversity Plan is understood; and auditing Nuestra's internal and external job postings to ensure information is in compliance with Nuestra's diversity policies and procedures. The audit will 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 information sessions held or participated in with supporting documentation;

- Number of postings in diverse publications or general publications with supporting documentation;
- Number and subject matter of trainings held and the number of individuals falling into the above- listed demographics in attendance; and
- A comprehensive description of all efforts made by Nuestra to monitor and enforce the Diversity Plan.

Acknowledgements

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



MAINTAINING OF FINANCIAL RECORDS

Nuestra, LLC's ("Nuestra") 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 Nuestra.
- 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 Nuestra determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Nuestra 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.



INVENTORY PROCEDURES

Nuestra, LLC (“Nuestra”) will maintain real-time inventory in compliance with 935 CMR 500.105(8), including, at a minimum, maintaining inventory of marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

Nuestra will utilize Metrc, a real-time seed-to-sale tracking system. Metrc will allow Nuestra to utilize unique-batch identification numbers to accurately track inventory.

Nuestra will:

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

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 individuals who conducted the inventory. All inventory records will be kept in accordance with Nuestra’s record keeping procedures. Nuestra’s agents will document and Nuestra will report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.

Nuestra will only sell and market inventory that is capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Waste Disposal

In accordance with Nuestra’s waste disposal policies and procedures, all waste will be disposed of in compliance with 935 CMR 500.105(12). No waste disposal will occur on site. All waste containing marijuana will be transported back to the licensed facility from which it emanated and treated in the following manner:

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be segregated from other products and destroyed 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. Specifically, liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for

Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

Organic material, recyclable material, and solid waste generated at a marijuana establishment will be redirected or disposed of as follows:

1. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
2. To the greatest extent feasible:
 - a. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
 - b. Any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.
3. Solid waste containing marijuana waste will be ground up and mixed with solid wastes such that the resulting mixture renders the marijuana unusable for its original purposes. Once such marijuana waste has been rendered unusable, it will be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located.

No fewer than two Nuestra agents will witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Nuestra will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Nuestra agents will be present during the disposal or other handling, with their signatures. Nuestra will keep these records for at least three years. Nuestra understands that this period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.



PLAN FOR OBTAINING MARIJUANA OR MARIJUANA PRODUCTS

Nuestra, LLC (“Nuestra”) is not seeking a license to cultivate marijuana or manufacture marijuana products in the Commonwealth of Massachusetts pursuant to 935 CMR 500.000 et seq. As such, Nuestra plans to purchase marijuana and marijuana products from those entities licensed to cultivate and manufacture marijuana and marijuana products under 935 CMR 500.000 et seq, including Commonwealth Farm 1761, Inc., a licensed marijuana establishment in Framingham, Massachusetts owned by Nuestra COO Jonathan Tucker. Nuestra will prioritize companies that are owned by Commission-designated Economic Empowerment Applicants, Social Equity Program participants, those who utilize sustainable cultivation methods, and Somerville residents.

Nuestra will ensure that all marijuana and marijuana products purchased from licensed marijuana cultivators and product manufacturers are in compliance with 935 CMR 500.160(9), requiring marijuana and marijuana products be tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160 prior to the sale or marketing for adult use of any such marijuana or marijuana product.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Nuestra, LLC (“Nuestra”) will securely maintain personnel records, including registration status and background check records. Nuestra 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, as outlined in the enclosed business plan;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation 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 Nuestra 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 Nuestra will undergo a detailed background investigation prior to being granted access to a Nuestra facility or beginning work duties.

- Background checks will be conducted on all agents in their capacity as employees or volunteers for Nuestra 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, Nuestra 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, Nuestra 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, Nuestra 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 Nuestra or the Commission.

Personnel Policies and Training

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

Nuestra 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 Nuestra 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.



PREVENTION OF DIVERSION

Nuestra, LLC's ("Nuestra") operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the Commission's Adult Use of Marijuana regulations codified in 935 CMR 500.000. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, analysis, or retail sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.

More specifically, diversion measures include policies and procedures requiring that:

- Identification will be verified on the premises to ensure that only individuals 21 years or older are permitted in Nuestra's adult-use marijuana establishment.
- Providing samples or giving away marijuana to consumers is prohibited.
- Employees are made aware of crime prevention techniques pursuant to 935 CMR 500.105(1)(b).
- Any marijuana establishment agent who has diverted marijuana will be immediately dismissed, which will be reported to law enforcement and to the Commission pursuant to 935 CMR 500.105(1)(m).
- All employees involved in the handling and sale of marijuana for adult use will complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and will comply with all other marijuana establishment agent training requirements under 935 CMR 500.105(2).
- Display samples of each product offered for sale will be displayed in secure, locked cases, subject to the requirements of 935 CMR 500.110.
- Nuestra will only engage in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and that comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the Commission's regulations will be affixed to all applicable products, and Nuestra's labels will comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).
- Tamper or child-resistant packaging will be used for applicable marijuana products, and Nuestra's products will comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- Nuestra will maintain real-time inventory and will track and tag all marijuana and marijuana products, using Metrc as the seed-to-sale methodology in a form and manner to be approved by the Commission.
- Records will be kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and Nuestra will comply with all other record keeping requirements under 935 CMR 500.105(9).
- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, will be stored in a separate area,

until such products are destroyed; and Nuestra will comply with all other storage requirements under 935 CMR 500.105(11).

- Two or more marijuana establishment agents will witness and document how the marijuana waste is disposed or otherwise handled, and Nuestra will comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products will be linked to Metrc; all vehicles transporting marijuana will be staffed with a minimum of two marijuana establishment agents; and any vehicle accidents, diversions, or other reportable incidents that occur during transport will be reported to the Commission and law enforcement within 24 hours. Nuestra will comply with all other transportation requirements under 935 CMR 500.105(13).
- All security requirements under 935 CMR 500.110 will be followed, including:
 - Implementing sufficient safety measures to deter theft of marijuana and marijuana products and prevent unauthorized entrance into areas containing marijuana and marijuana products at Nuestra's adult-use marijuana establishment location to protect the premises, employees, Nuestra's agents, consumers, and the general public;
 - Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises;
 - Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
 - Restricting access to employees, agents or volunteers specifically permitted by Nuestra, agents of the Commission, state and local law enforcement and emergency personnel, and all other limited access areas requirements under 935 CMR 500.110(4);
 - Implementing an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement and the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements under 935 CMR 500.110(5); and
 - Obtaining, at Nuestra's own expense, a security system audit by a vendor approved by the Commission, and all other security audits requirements under 935 CMR 500.110(10).
- All other additional operating requirements for retail sale under 935 CMR 500.140 will be followed, including:
 - Limiting sales to one ounce of marijuana or five grams of marijuana concentrate to a consumer per day;
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and in conjunction with Metrc;
 - Providing educational materials to consumers stating that they may not sell marijuana to any other individual and which include information regarding penalties for possession and distribution of marijuana in violation of Massachusetts law, as well as any other information required by the Commission.



QUALIFICATIONS AND TRAINING

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

Qualifications

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.

Nuestra will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Nuestra discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Nuestra 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 Nuestra’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Nuestra’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Nuestra is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

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

As part of the Responsible Vendor Training Program, Nuestra's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. 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 signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.



QUALITY CONTROL AND TESTING

Quality Control

Nuestra, LLC (“Nuestra”) will comply with the following sanitary requirements:

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

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

Nuestra'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).

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

Nuestra 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 Nuestra to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

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

Testing

Nuestra 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 Nuestra 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 Nuestra'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 Nuestra'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.

Nuestra'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. Nuestra acknowledges and understands that the Commission may require additional testing.

Nuestra'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 Nuestra 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.

Nuestra 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. Nuestra 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 Nuestra'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 Nuestra 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 submitted for retesting prior to remediation will be submitted to an Independent Testing

Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.



RECORDKEEPING PROCEDURES

General Overview

Nuestra, LLC (“Nuestra”) 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 Nuestra documents. Records will be stored at Nuestra 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 Nuestra 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 Nuestra’s quarter-end closing procedures. In addition, Nuestra’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 Nuestra.
- 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 Nuestra 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 cultivation 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
 - Nuestra 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
 - Nuestra 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
 - Nuestra will maintain records that is 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, Nuestra 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 Nuestra 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 Nuestra'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, Nuestra 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 Nuestra agents present during the disposal or other handling, with their signatures. Nuestra 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 Nuestra is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Nuestra will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records

- Records that any and all of Nuestra'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
 - Nuestra 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 Nuestra closes, all records will be kept for at least two (2) years at Nuestra's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Nuestra 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 Nuestra'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 Nuestra'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 Nuestra 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 Nuestra, 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 Nuestra's website.
- Policies and procedures for the handling of cash on Nuestra 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
 - Nuestra 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

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



PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Nuestra, LLC (“Nuestra”) 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 Nuestra 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 Nuestra 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). Nuestra 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), Nuestra 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. Nuestra will not engage in 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 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. Nuestra 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).

In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials 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), Nuestra packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons 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 attractive to minors. Nuestra’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).



SECURITY PLAN

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PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Nuestra, LLC (“Nuestra”) does not currently anticipate participating in the Cannabis Control Commission’s Medical Use of Marijuana Program. Nuestra will have a full array of products that can be utilized by medical patients if they wish to purchase them outside of the Medical Use of Marijuana Program.

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STORAGE OF MARIJUANA

Nuestra, LLC (“Nuestra”) will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.105(11). Specifically, Nuestra will ensure the following:

- The facility will have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* and 500.110: *Security Requirements for Marijuana Establishments*;
- The facility will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed,
- All storage areas will be maintained in a clean and orderly condition;
- All storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- All storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110 *Security Requirements for Marijuana Establishments*.

Per the requirements of 935 CMR 500.110, all finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss.

Furthermore, all safes, vaults, and any other equipment or areas used for the storage of marijuana or marijuana products, including prior to disposal, will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

The storage of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, per the requirements of 935 CMR 500.105(3)(b)(15).

In accordance with 935 CMR 500.105(3)(c), Nuestra will comply with sanitary requirements. All edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.



TRANSPORTATION OF MARIJUANA

General Overview

Nuestra, LLC (“Nuestra”) will ensure that all transported marijuana and products are properly tracked through Metrc. Nuestra will only transport marijuana to its licensed facilities from other licensed Marijuana Establishments as permitted by Nuestra’s license.

There will be no advertising, marketing or branding, including, but not limited to, vinyl-wrapped vehicles, signs, logos or markings, indicating that the vehicle is being used to transport marijuana on transportation vehicles or company cars.

All vehicles will be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which shall have the ability to produce a clear color still photo whether live or recorded and a date and time stamp embedded in all recordings which shall always be synchronized and set correctly and shall not significantly obscure the picture.

Nuestra will staff all vehicles transporting marijuana and marijuana products with at least two Nuestra agents, one of whom will remain in the vehicle at all times that the vehicle contains marijuana or marijuana products. Prior to departing the premises to transport marijuana products, Nuestra will make a video record of weighing, inventorying, and accounting for all marijuana products to be transported. Nuestra will ensure that all marijuana and marijuana products are packaged in sealed, labeled, and tamper-resistant or child-resistant packaging, and ensure that marijuana and marijuana products remain as such during transportation.

All vehicles and transportation equipment used in the transportation of marijuana products requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana or marijuana products from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Any vehicle used to transport marijuana or marijuana products will be owned or leased by Nuestra or a marijuana transporter, will be properly registered, inspected and insured in the Commonwealth, and equipped with an alarm system.

In the case of an emergency stop during the transportation of marijuana or marijuana products, Nuestra will maintain a log describing the reason for the stop, the duration of the stop, the location of the stop, and any activities of its personnel exiting the vehicle.

Nuestra will ensure that all routes used for the transportation of marijuana or marijuana products are randomized and remain within the Commonwealth.

When receiving transported marijuana, within eight hours after arrival, Nuestra will re-weigh, re-inventory, and account for, on video, all marijuana and marijuana products received. When videotaping the weighing, inventorying, and accounting of marijuana and marijuana products

before transportation or after receipt, Nuestra will ensure that the video shows each product being weighed, the weight, and the manifest.

Storage Requirements

Nuestra will transport marijuana and marijuana products in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination, while also protecting against deterioration of finished products or their containers. Marijuana and marijuana products will not be visible from the outside of the vehicle.

If and when Nuestra transports marijuana or marijuana products to more than one of its Marijuana Establishment at a time, the marijuana and marijuana products for each marijuana establishment will be kept in a separate locked storage compartment during transportation, and separate manifests will be maintained for each marijuana establishment. If and when Nuestra is transporting marijuana and marijuana products to multiple marijuana establishments, Nuestra will obtain permission from the Commission to adopt reasonable alternative safeguards. When transporting marijuana and marijuana products, no other products will be transported or stored in the vehicle nor will firearms be located in the vehicle or on transporting agents.

Communications

Any vehicle used by Nuestra to transport marijuana and marijuana products will contain a global positioning system (GPS) monitoring device that is: 1) not a mobile device that is easily removable; 2) attached to the vehicle at all times that the vehicle contains marijuana and marijuana products; and 3) monitored by Nuestra during transport of marijuana and marijuana products. Nuestra will obtain an inspection from the Commission prior to initial transportation of marijuana and marijuana products and after any alteration to the locked storage compartment.

Each Nuestra agent transporting marijuana products will have access to a secure form of communication with personnel at Nuestra at all times that the vehicle contains marijuana and marijuana products. Nuestra will utilize either two-way digital or analog radio, cellular phones, or satellite phones for these purposes dependent upon the transportation area, base capabilities, cellular signal coverage, antenna coverage, and frequency of transportation.

Prior to and immediately after leaving Nuestra premises, Nuestra agents will be required to use a secure form of communication to contact agents at the Nuestra facility to test communications and GPS operability. In the event that communications or the GPS system fail while on route, the Nuestra agents transporting marijuana or marijuana products must return to the originating Nuestra location until the communication system or GPS system is once again operational.

Marijuana establishment agents transporting marijuana or marijuana products will be required to contact the Nuestra facility when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.

Nuestra will ensure that there is a Nuestra agent assigned to monitoring the GPS unit and secure form of communication, who will be required to log all official communications with marijuana

establishment agents transporting marijuana products. All manifests used in the transportation of marijuana will be filled out by Nuestra agents in triplicate, with the original manifest remaining with Nuestra, a second copy provided to the destination marijuana establishment upon arrival, and a copy to be kept with the Nuestra agent during transportation and returned to the marijuana establishment or marijuana transporter upon completion of the transportation. Nuestra will securely transmit the manifest to the destination marijuana establishment via facsimile or email prior to departure.

Upon arrival at the destination, Nuestra's agents will compare the manifest produced by Nuestra agent and the copy transmitted by facsimile or email from the originating marijuana establishment. Each manifest will include, at a minimum, the originating marijuana establishment name, address, and registration number; the names and registration numbers of the agents who transported the marijuana products; the name and registration number of the marijuana establishment agent who prepared the manifest; the destination marijuana establishment name, address, and registration number; a description of the marijuana and marijuana products being transported, including the weight and form or type of the product; the mileage of the transporting vehicle at departure from Nuestra and mileage upon arrival at destination marijuana establishment, as well as mileage upon return to Nuestra; the date and time of departure from Nuestra and arrival at destination marijuana establishment for each transportation; a signature line for the marijuana establishment agent who receives the marijuana products; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighed and re-inventoried; the name of the marijuana establishment agent at the destination marijuana establishment who re-weighed and re-inventoried products; and the vehicle make, model, and license plate number.

Nuestra will maintain the manifest inside of its vehicle throughout the entire transportation process until delivery is complete. All transportation manifests will be retained by Nuestra for a minimum of one year and will be available for inspection by the Commission upon request.

Should any unusual discrepancy occur in weight or inventory, Nuestra agents will document and report the discrepancy to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy. Nuestra agents will report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours after such accidents, diversions, losses, or other reportable incidents.

Each agent transporting or otherwise handling marijuana or marijuana products for Nuestra will be registered as a marijuana establishment agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Nuestra prior to transporting or otherwise handling Nuestra's marijuana or marijuana products.

All Nuestra agents will carry their registration cards at all times when transporting marijuana or marijuana products for Nuestra and will produce their registration card to the Commission or law enforcement officials upon request. Nuestra will use best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts wherever possible.

Representatives of the Commission, other Commonwealth agencies, and emergency responders responding in the course of an emergency will have access to all Nuestra transportation vehicles as necessary.