

AUR Form 1 – General Contact Information, Taxpayer Identification and Affirmations

1	APPLICANT NAME (legal name, and any d/b/a name(s), if applicable)	Green Dolphin LLC You must attach the following documents to this Form: <ul style="list-style-type: none"> Articles of Incorporation filed with RI Secretary of State (SOS) Certificate of Good Standing from the RI SOS Evidence of filing a Fictitious Business Name Statement with the SOS, if applicable
	APPLICATION ZONE#	4 (Note separate applications and application fees are required to apply in multiple zones)
2	BUSINESS STREET ADDRESS	1007 Ten Rod Rd. Ste. 1037
3	CITY, STATE, ZIP	North Kingstown, Rhode Island, 02852
4	STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS	7560 Post Rd
5	CITY, STATE, ZIP	North Kingstown, Rhode Island, 02852
6	PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS	NKIN-000108-000011

7	SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALES OF CANNABIS	3375 sq ft
8	FEIN: (Federal Employer Identification Number)	[REDACTED]
9	TELEPHONE NUMBER	AREA CODE NUMBER EXTENSION (401) 871 - 8748 Ext. _____
11	TOLL FREE NUMBER (if not applicable, put "N/A")	AREA CODE NUMBER EXTENSION (N/A) - Ext. _____
12	COMPLIANCE OFFICER Identification and Contact Information	<p>The Applicant must appoint a Compliance Officer to whom information, notices, and documents will be sent. The Commission reserves the right to contact and/or send notices and other correspondence to the Applicant by email and/or post mail. It is the Applicant's responsibility to ensure that the Compliance Officer information is correct and up to date at all times following application and throughout licensure.</p>
	Name:	Julian Jarmoszko
	Title:	Managing Member
	Mailing Address:	[REDACTED]
	Email Address:	julianj58@gmail.com
	Phone Number	(401) 871 - 8748 Ext. _____ AREA CODE NUMBER EXTENSION



TAXPAYER STATUS

All persons and entities applying for or renewing any license, registration, permit, or other authority (hereinafter called "licensee") to conduct a business or occupation in the state of Rhode Island are required to file all applicable tax returns and pay all taxes owed to the state prior to receiving a license as mandated by R.I. Gen. Laws Ch. 5-76, except as noted below.

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.

☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.

☐ I am currently pursuing administrative review of taxes owed to the state.

☐ I am in federal bankruptcy. (Case # _____)

☐ I am in state receivership. (Case # _____)

☐ I have been discharged from Bankruptcy. (Case # _____)

Green Dolphin LLC

Name of Taxpayer/Entity
Number

Social Security or Federal Tax Identification
Number

AFFIRMATIONS

Applicant hereby understands and affirms the following:

1. The burden of proving an Applicant's qualifications rests on the party applying for the license.
2. The Cannabis Control Commission may deny any Application that contains a material misstatement, omission, misrepresentation, or untruth.
3. An Application shall be complete in every material detail.
4. The Cannabis Control Commission may rescind its approval of an Adult-Use Cannabis Retail License if Applicant has not completed the pre-requisites for issuance of the license as described in the Regulations within nine (9) months of their approval.
5. Regarding the location of the licensed premises, Applicant commits to the following:
 - a. The premises is in full compliance with local zoning laws and the Applicant is in receipt of all required zoning approvals.
 - b. The operations of Applicant shall conform to local zoning requirements.
6. Applicant commits to not acquiring cannabis from anyone other than a licensed cultivator or licensed manufacturer in accordance with the Act and the Regulations.
7. Applicant commits to the limitations set forth in the Act and the Regulations and understands that they are limited to possessing cannabis only as permitted in the Act and the Regulations.
8. Applicant understands that the licensed premises may not be within 500 feet of the property line of a preexisting public or private school.
9. Applicant hereby acknowledges it shall enter into, maintain, and abide by the terms of a labor peace agreement, and shall submit to the Commission an attestation by a bona fide labor organization stating that the Applicant meets the requirements of Section 21-28.11-12.2 of the Cannabis Act.
10. Applicant understands that an Adult-Use Cannabis Retail licensee and any interest holders/key persons thereof may not have any material financial interest or control in Licensed Testing Facility or a Licensed Compassion Center and vice versa.
11. Applicant understands that an Adult-Use Cannabis Retail licensee and any interest holders/key persons thereof may not have any material financial interest or control in another Applicant in the same zone and vice versa.
12. Applicant understands that a person shall not be a majority owner in more than one (1) cannabis cultivator, cannabis product manufacturer, cannabis retailer, or compassion center. A person may invest in multiple licensed cannabis establishments provided that the investment does not qualify the person as a controlling person in more than one (1) cannabis establishment.

SIGNATURE FOR AUR FORM 1

The undersigned attests that the Applicant understands and will adhere to all requirements of the Act and the Regulations, including but not limited to those listed above, and that the undersigned has the authority to bind the Applicant to all such requirements.

The undersigned Authorized Signatory of the Applicant hereby acknowledges and agrees that the Applicant has a continuing obligation to disclose any changes to the entirety of this Application for an Adult-Use Cannabis Retail License and shall provide written notice to the Commission within sixty (60) days of any change to the information provided herein, including all Forms, Annexes, Exhibits, Documents and Deliverables submitted in connection with or as part of the application process; each such notice shall include an updated Form, Annex, Exhibit, Document or Deliverable, as the case may be.

Under penalty of perjury, the undersigned hereby declares and verifies that all statements and information contained in this Application including all Forms, Annexes, Exhibits, Documents and Deliverables submitted herewith are complete, true, correct and accurate.

AUTHORIZED SIGNATORY SIGNATURE

SIGNATURE:

Julian Jarmoszyko

Print Name:

JULIAN JARMOSZKO

Print Title: Managing Member

DATE:


12/23/2025



12/1/2025

AUR FORM 1 SUPPORTING DOCUMENTS

Green Dolphin LLC



Articles of Incorporation and Certificate of Good Standing



**State of Rhode Island
Office of the Secretary of State**

Fee: \$150.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Limited Liability Company
Articles of Organization**

(Chapter 7-16-6 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the limited liability company is: Green Dolphin LLC

ARTICLE II

The street address (post office boxes are not acceptable) of the limited liability company's registered agent in Rhode Island is:

No. and Street: 700 NARRAGANSETT PARK DR
STE 100

City or Town: PAWTUCKET

State: RI

Zip: 02861

The name of the resident agent at such address is: REGISTERED AGENTS INC

ARTICLE III

Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

Check one box only

☐ disregarded as an entity separate from its member ☒ a partnership ☐ a corporation

ARTICLE IV

The address of its principal office of the limited liability company if it is determined at the time of organization:

No. and Street: 1007 TEN ROD RD
STE 1037

City or Town: NORTH KINGSTOWN

State: RI

Zip: 02852

Country: USA

ARTICLE V

The limited liability company has the purpose of engaging in any lawful business, unless a more limited purpose is set forth in Article VI of these Articles of Organization.

The period of its duration is: ☒ Perpetual ☐

ARTICLE VI

Additional provisions, if any, not inconsistent with law, which members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or any other provision which may be included in an operating agreement:

ARTICLE VII

The limited liability company is to be managed by its X Members* or Managers
(check one)

* If you checked to be managed by your MEMBERS (*the owners*) DO NOT complete the following section. Only complete the following section if you checked to be managed by MANAGERS.

The name and address of each manager:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
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ARTICLE VIII

The date these Articles of Organization are to become effective, not prior to, nor more than 90 days after the filing of these Articles of Organization.

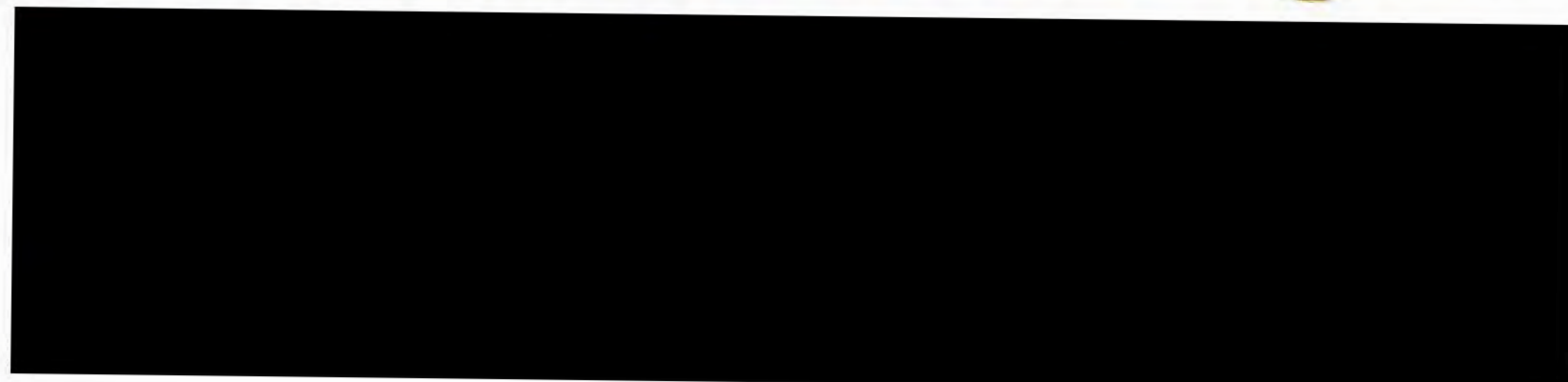
Later Effective Date:

This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.

Signed this 23 Day of November, 2025 at 1:23:08 PM by the Authorized Person.

JULIAN JARMOSZKO

Address of Authorized Signer:



Form No. 400
Revised 09/07



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

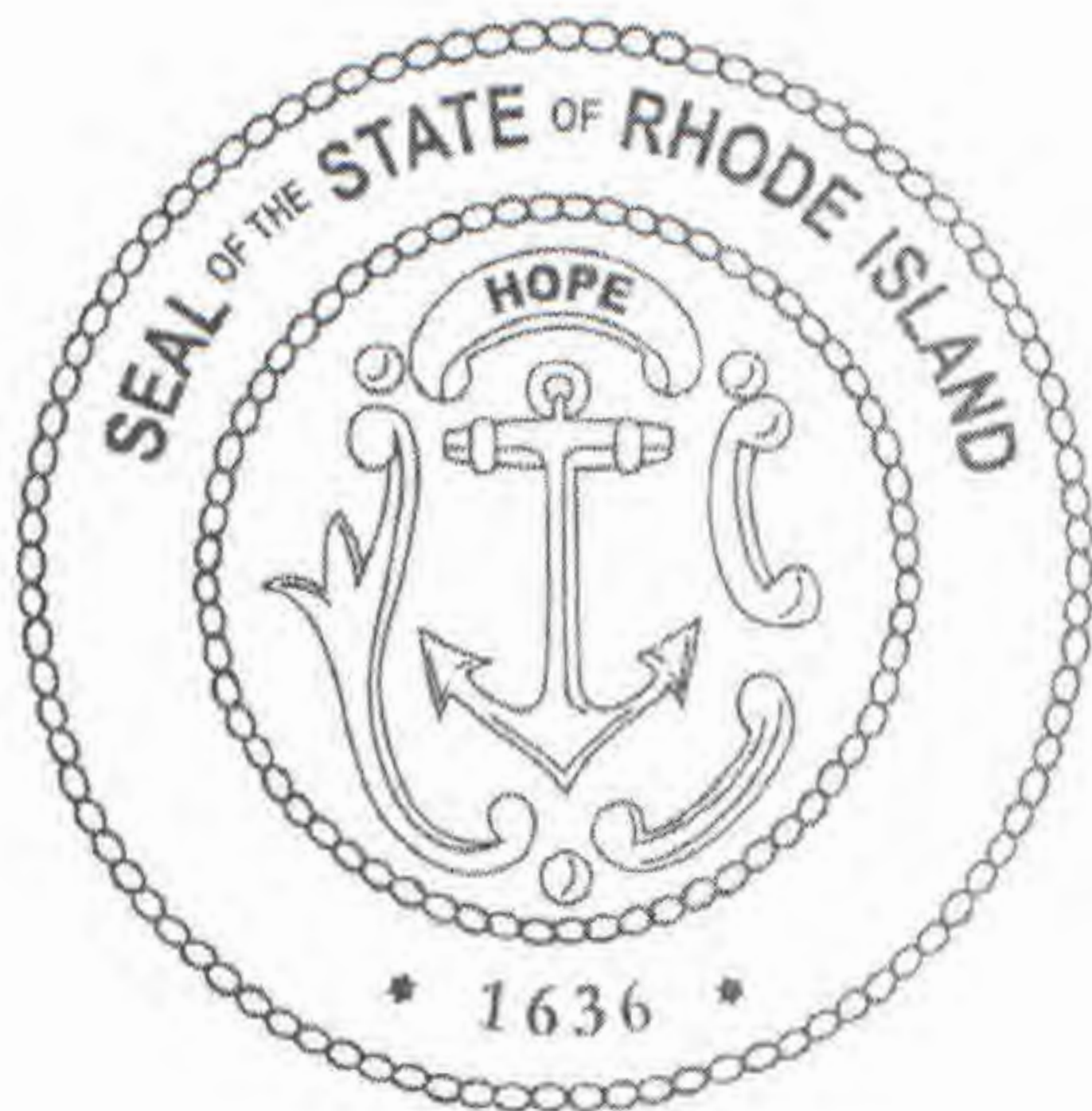
I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

November 23, 2025 01:21 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is written in a cursive style.

Gregg M. Amore
Secretary of State





State of Rhode Island
Department of State | Office of the Secretary of State
Gregg M. Amore, Secretary of State

CERTIFICATE OF GOOD STANDING

I, Gregg M. Amore, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island, hereby certify that:

Green Dolphin LLC

is a Rhode Island Limited Liability Company organized on **November 23, 2025.**

I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

December 22, 2025

Secretary of State



Certificate Number: 25120120380

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: lsmith

AUR FORM 2 – Disclosure of Owners and Other Interest Holders

Name of Applicant: Green Dolphin LLC

Section I: Owners and Other Interest Holders

List (A.) all persons and/or entities with any ownership interest with respect to applicant, **and** (B.) all officers, directors, members, managers or agents of applicant, **and** (C.) all persons or entities with managing or operational control with respect to applicant, its operations, the license and/or licensed facilities whether they have an ownership interest or not, **and** (D.) all investors or other persons or entities with any financial interest whether they have ownership interest or not, **and** (E.) all persons or entities that hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to applicant, its operations, the license and/or the licensed facilities (all persons and entities described in (A)-(E) being hereinafter individually referred to as an “Interest Holder” and collectively referred to as “Interest Holders”).

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level. Attach a separate sheet(s) if necessary.

A. LIST ALL PERSONS AND/OR ENTITIES WITH ANY OWNERSHIP INTEREST IN APPLICANT (including corporation stockholders, LLC members, and partners if a partnership; this includes parent companies if applicant is a subsidiary of another entity).

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name of person or entity Julian Jarmoszko		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email Address julianj58@gmail.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-871-8748
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Applicant Managing Member		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]			Ownership interest in applicant . [REDACTED]
Name of person or entity Matthew Storti		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email Address matthewstorti@gmail.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-575-9907
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Applicant Member		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]			Ownership interest in applicant . [REDACTED]
Name of person or entity Joseph Lennon- Tierney		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email Address jOeC1012@gmail.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-595-8316

Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Applicant Member		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]		Ownership interest in <u>applicant</u> . [REDACTED]	
Name of person or entity		SSN/FEIN		DOB	
Email Address					
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in <u>applicant</u> .	
Name of person or entity		SSN/FEIN		DOB	
Email Address					
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in <u>applicant</u> .	
Name of person or entity		SSN/FEIN		DOB	
Email Address					
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in <u>applicant</u> .	
Name of person or entity		SSN/FEIN		DOB	
Email Address					
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in <u>applicant</u> .	
B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.					
<p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, etc.), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level</p>					
Name of person or entity Julian Jarmoszko		SSN/FEIN [REDACTED]		DOB [REDACTED]	
Email julianj58@gmail.com					
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-871-8748
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, with respect to the entity listed in the preceding box. Managing Member		List your title or role, if any, with respect to the <u>Applicant</u> . Managing Member	
Name of person or entity Matthew Storti		SSN/FEIN [REDACTED]		DOB [REDACTED]	
Email matthewstorti@gmail.com					

Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-575-9907
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, with respect to the entity listed in the preceding box. Member			List your title or role, if any, with respect to the Applicant Member
Name of person or entity Joseph Lennon- Tierney		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email jOeC1012@gmail.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-595-8316
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, with respect to the entity listed in the preceding box. Member			List your title or role, if any, with respect to the Applicant Member
Name of person or entity [REDACTED]		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email BrennaLu@icloud.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-363-5454
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, with respect to the entity listed in the preceding box. Retail Manager			List your title or role, if any, with respect to the Applicant Retail Manager
Name of person or entity Grace Kulik		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email kuliktax@gmail.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-663-6008
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, with respect to the entity listed in the preceding box. Comptroller			List your title or role, if any, with respect to the Applicant Comptroller
<p>C. LIST ALL PERSONS OR ENTITIES WHO HAVE MANAGING OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A OR B, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).</p> <p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.</p>					
Name of person or entity Julian Jarmoszko		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email julianj58@gmail.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-871-8748
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, if any, with respect to the entity listed in the preceding box. Managing Member			
Name of person or entity Brenna White		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email BrennaLu@icloud.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-363-5454

Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, if any, with respect to the entity listed in the preceding box. Retail Manager			
Name of person or entity Grace Kulik		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email kuliktax@gmail.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-663-6008
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, if any, with respect to the entity listed in the preceding box. Comptroller			
Name of person or entity Ryan Murphy		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email Rmurphy41091@gmail.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-575-3168
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, if any, with respect to the entity listed in the preceding box. Operations Manager			
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		List your title or role, if any, with respect to the entity listed in the preceding box.			
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		List your title or role, if any, with respect to the entity listed in the preceding box.			
<p>D. LIST ALL INVESTORS OR OTHER PERSONS OR ENTITIES WHO HAVE ANY FINANCIAL INTEREST WITH RESPECT TO APPLICANT, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A, B OR C, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).</p> <p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.</p>					
Name of person or entity Rhody Capital LLC		SSN/FEIN [REDACTED]		DOB 10/15/2015	Email Richardstorti856@gmail.com
Address (residence if person; business address if entity) 536 Main St.		City East Greenwich	State RI	ZIP 02818	Phone Number 401-742-4600
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Rhody Capital LLC		Describe the financial interest in entity listed in preceding box Owner			Describe the financial interest in <u>Applicant</u> , if different Lender
Name of person or entity Richard Storti		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email Richardstorti856@gmail.com
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number 401-742-4600

Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Owner of Rhody Capital LLC		Describe the financial interest in entity listed in preceding box Owner		Describe the financial interest in <u>Applicant</u> , if different Lender	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		Describe the financial interest in entity listed in preceding box		Describe the financial interest in <u>Applicant</u> , if different	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		Describe the financial interest in entity listed in preceding box		Describe the financial interest in <u>Applicant</u> , if different	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		Describe the financial interest in entity listed in preceding box		Describe the financial interest in <u>Applicant</u> , if different	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		Describe the financial interest in entity listed in preceding box		Describe the financial interest in <u>Applicant</u> , if different	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		Describe the financial interest in entity listed in preceding box		Describe the financial interest in <u>Applicant</u> , if different	
E. LIST ALL PERSONS OR ENTITIES THAT HOLD INTEREST(S) ARISING UNDER SHARED MANAGEMENT COMPANIES, MANAGEMENT AGREEMENTS, OR OTHER AGREEMENTS THAT AFFORD THIRD-PARTY MANAGEMENT OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT, ITS OPERATIONS, THE LICENSE AND/OR THE LICENSED FACILITIES.					
To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, etc.), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.					
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		Describe the management or operational role or interest			
Name of person or entity		SSN/FEIN		DOB	
				Email	

Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)			Describe the management or operational role or interest		
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)			Describe the management or operational role or interest		
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)			Describe the management or operational role or interest		
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)			Describe the management or operational role or interest		
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)			Describe the management or operational role or interest		
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)			Describe the management or operational role or interest		

Section II: Who, besides the owners and other Interest Holders listed in this Form 2 (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan, give, or otherwise provide money, property interests, equipment, inventory, furniture, licensing or other proprietary rights to or for use in this business, or hold a security interest therein; or who will receive money, profits, proprietary rights or other interests from this business. Attach a separate sheet if necessary. If any such person is an entity, list all persons with any ownership in or control of that entity.

Name of person or entity	Address	Date of Birth	SSN/FEIN	Email Address	Phone Number	Interest, including dollar value
Rhody Capital llc	536 Main St., East Greenwich RI 02818	10/15/2015	[REDACTED]	Richardstorti856@gmail.com	401-742-4600	[REDACTED]

Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in applicant .	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City		State	
		ZIP		Phone Number	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in applicant .	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City		State	
		ZIP		Phone Number	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in applicant .	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City		State	
		ZIP		Phone Number	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in applicant .	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City		State	
		ZIP		Phone Number	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in applicant .	
Name of person or entity		SSN/FEIN		DOB	
Address (residence if person; business address if entity)		City		State	
		ZIP		Phone Number	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in applicant .	
<p>B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.</p> <p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, etc.), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level</p>					
Name of person or entity Ryan Murphy		SSN/FEIN [REDACTED]		DOB [REDACTED]	
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]		State [REDACTED]	
		ZIP [REDACTED]		Phone Number 401-575-3168	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Applicant		List your title or role, with respect to the entity listed in the preceding box. Operations Manager		List your title or role, if any, with respect to the Applicant Operations Manager	
Name of person or entity		SSN/FEIN		DOB	
				Email	

Section III: List any persons (including, but not limited to, individuals, firms, partnerships, corporations, limited liability companies, trusts) that have entered into any contingent agreement to become an Interest Holder in the Applicant, i.e. an agreement that is not yet effective. This includes, but is not limited to, any agreement that is contingent upon licensure, Commission approval, or any other condition, as well as any agreement that has an effective date after the expected date of licensure. Attach a separate sheet if necessary. If any such person is an entity, list all persons with any ownership in or control of that entity.

Name of person or entity	Address	Date of Birth	SSN/FEIN	Email Address	Phone Number	Describe the Interest

Section IV:

- Attach all organizational, governance documents, corporate bylaws, contractual agreements or similar that evidence the relationship between the Interest Holders listed above and the Applicant.
- Attach an organizational chart that clearly depicts all Interest Holders identified in this Form 2.
- Attach a list of all Interest Holders identified in Section I(A) and I(D) of Form 2 that are individual persons and include the effective ownership percentage and dollar amount of each Interest Holder's interest with respect to Applicant, its operations, the license and/or licensed facilities. List them in order of their effective ownership percentage.
- Attach a list of all Interest Holders identified in Section I(A), I(B), I(C) and I(E) of Form 2 and include the dollar amount of annual compensation/remuneration paid/to be paid to such Interest Holders with respect to Applicant, its operations, the license and/or licensed facilities for the last five years.

CERTIFICATION AS TO AUR FORM 2

The undersigned duly authorized signatory of Applicant, in his/her capacity as such, for and on behalf of Applicant, after due inquiry, hereby certifies to the Cannabis Control Commission (the "Commission") that it/he/she has disclosed to the Commission in this Form 2:

(A) With respect to Applicant, all persons and entities that:

- (i) Are owners, members, officers, directors, managers, or agents of Applicant; and
- (ii) Have/will have managing or operational control with respect to Applicant/Licensee, its operations, the license and/or licensed facilities whether they have an ownership interest or not; and
- (iii) Are investors or have any other financial interest therein; and
- (iv) Hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to Applicant, its operations, the proposed license, and/or the licensed facilities (any person or entity in the foregoing (i), (ii) and (iii) being herein individually referred to as an "interest holder" and all such persons and entities in the foregoing (i), (ii), (iii), and (iv) being collectively referred to as the "interest holders"); and

(B) To the extent that any interest holder described in (A) above is an entity, all interest holders in that entity until all such interest holders are identified and disclosed down to the individual person level.

The undersigned hereby acknowledges and agrees that Applicant has a continuing obligation to disclose any proposed changes and shall provide written notice to the Commission at least sixty (60) days prior to any change of the persons/entities/interest holders described and the certifications made in this Form 2 and that each such notice shall include an updated Form 2.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 2 are complete, true, correct, and accurate.

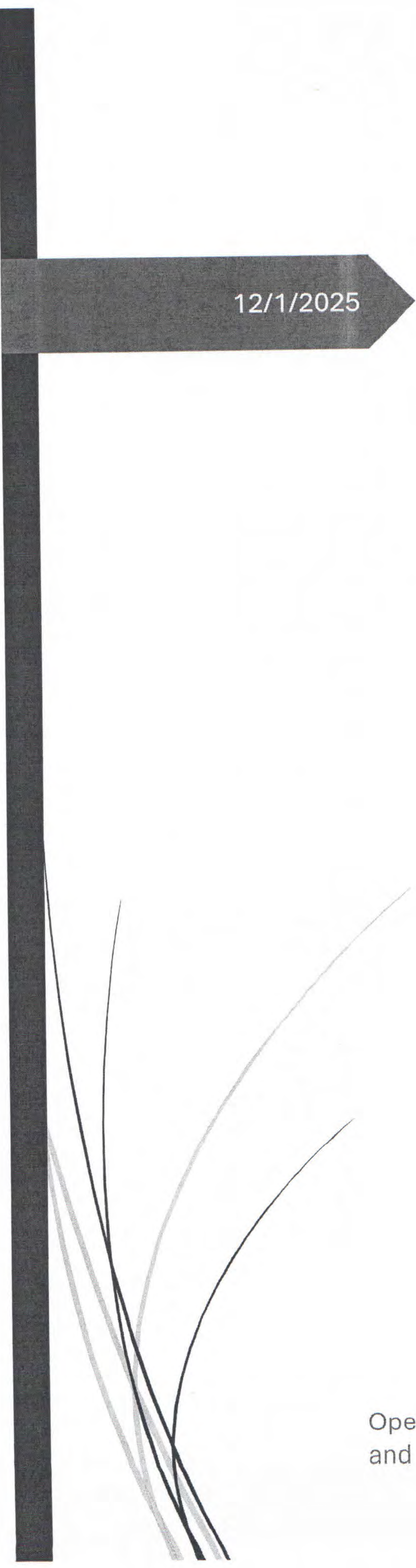
Julian Jarmoszyko
Signature of Authorized Signatory

- 12/23/2025
Date

- JULIAN JARMOSZKO
Printed Name

Print Title: Managing Member

Print Name of Applicant: Green Dolphin LLC



12/1/2025

AUR FORM 2 SECTION IV SUPPORTING DOCUMENTS

Green Dolphin LLC

Operating Agreement, Organizational Chart, Interest Holders List
and Interest Holders 5 year Compensation

**OPERATING AGREEMENT
OF
GREEN DOLPHIN, LLC**

A RHODE ISLAND LIMITED LIABILITY COMPANY

EMPLOYER IDENTIFICATION NUMBER



LAW OFFICES
BILODEAU CAPALBO LLC
BUSINESS PLANNING
1350 DIVISION ROAD, SUITE 102
WEST WARWICK, RHODE ISLAND 02893

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OPERATING AGREEMENT OF GREEN DOLPHIN, LLC

This Operating Agreement (*Agreement*) of Green Dolphin, LLC, a Rhode Island limited liability company (*Company*), is made by the Members to provide for the governance and operations of the Company and the rights and obligations of each Member regarding the Company. This Agreement is effective on the date of the last signature of any party to this Agreement and will apply to any Additional Members admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

ARTICLE ONE DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the Rhode Island Limited Liability Company Act, as amended from time to time.

(b) Additional Member

Additional Member means any person not previously a Member who acquires an Interest and is admitted as a Member according to Section 16.07.

(c) Adjusted Capital Account Deficit

Adjusted Capital Account Deficit means the negative balance in a Member's Capital Account at the end of a Taxable Year after:

- increasing the Capital Account by the amount, if any, of such negative balance the Member is obligated to restore under this Agreement and the amount of such negative balance the Member is deemed to be obligated to restore under Treasury Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and
- reducing the Capital Account with the items described in Treasury Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

(d) Affiliate

Affiliate means any of the following persons or any person who controls, is controlled by, or is under common control with any of the following persons:

- a Member;
- a Member's Immediate Family member; or
- a Legal Representative, successor, Assignee, or trust for the benefit of a Member or any Member's Immediate Family members.

For purposes of this definition, *control* means the direct or indirect power to direct or cause the direction of the person's management and policies, whether by owning voting securities, partnership, or other ownership interests; by contract; or otherwise.

(e) Agreement

Agreement means this Operating Agreement, as amended from time to time.

(f) Applicable Law

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;

consents or approvals; and

orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

(g) Articles of Organization

Articles of Organization means the Articles of Organization filed with the Rhode Island Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(h) Assignee

Assignee means the recipient of an Interest by assignment.

(i) Book Value

With respect to any Company property, *Book Value* means the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g). The Book Value of each Company asset must be adjusted as of the date of this Agreement under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) in a manner determined by the Manager so that the aggregate Book Value of the Company's assets (net of the Company's liabilities) as of this date is equal to the aggregate Capital Account balances of the Members as of this date.

(j) Budget

Budget means the monthly and annual operating budgets for the Company for the upcoming Taxable Year. The submission must include capital and operating expense budgets, cash-flow projections, covenant compliance calculations of all outstanding and projected indebtedness, and profit-and-loss projections, all itemized in reasonable detail.

(k) Buy-sell agreement

Buy-sell agreement means the buy-sell agreement between the Company and the Members signed contemporaneously with this Agreement.

(l) Cannabis Control Commission or Commission

Cannabis Control Commission or Commission means the Rhode Island Cannabis Control Commission established under R.I. Gen. Laws Title 21, Chapter 28.11.

(m) Cannabis License

Cannabis License means any retail cannabis license issued to the Company under R.I. Gen. Laws § 21-28.11-10.2 and regulations promulgated thereunder (560-RICR-10-10-1 et seq.).

(n) Change in Ownership or Control

Change in Ownership or Control shall have the meaning set forth in 560-RICR-10-10-1.4 and 1.5 and includes, without limitation, any direct or indirect Transfer of ten percent (10%) or more of the Membership Interests or any transaction that results in a new Person acquiring the power to direct the management or policies of the Company.

(o) Capital Account

Capital Account means the account established and maintained for each Member under Section 6.01 and under Treasury Regulation Section 1.704-1(b)(2)(iv), as amended from time to time.

(p) Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial *Capital Contribution* is shown in the Schedule A, attached and incorporated into this Agreement. Additional *Capital Contribution* means the total cash and other consideration contributed to the Company by each Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member's Interest. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

(q) Cause

Cause, with respect to any particular Service Provider, has the meaning set forth in any effective employment agreement, or other written contract of engagement entered into between the Company and the Service Provider. If none, *Cause* means any of the following acts by a Service Provider:

- repeatedly failing to substantially perform his or her duties as an employee or other associate of the Company (unless resulting from his or her disability) that, whether committed willfully or negligently, continues unremedied for more than 30 days after the Company has provided written notice of the failure (failing to meet financial performance expectations is not, by itself, a failure by the Service Provider to substantially perform his or her duties);
- committing fraud or embezzling;
- being materially dishonest or breaching a fiduciary duty against the Company;
- committing willful misconduct or gross negligence that injures the Company;
- being convicted of, or pleading guilty or *nolo contendere* to, a felony (or any state-law equivalent) or willfully or materially violating any federal, state, or foreign securities laws;
- being convicted of any other criminal act or act of material dishonesty, disloyalty, or misconduct that has a material adverse effect on the property, operations, business, or reputation of the Company;
- using, being under the influence, or possessing illegal drugs on the premises of the Company while performing any duties or responsibilities with the Company;

materially violating any rule or policy of the Company; or
materially breaching any covenant undertaken in Article Fourteen or any employment agreement, or any written nondisclosure, noncompetition, or nonsolicitation agreement with the Company.

If a court of competent jurisdiction (or an arbitrator in binding arbitration conducted under the terms of this Agreement or by agreement of the Members) conclusively determines the issue of Cause against the Service Provider, any voting attributes of a Service Provider who is also a Member will be disregarded in the vote to remove the Service Provider.

(r) Code

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(s) Company

Company means Green Dolphin, LLC, a Rhode Island limited liability company.

(t) Company Minimum Gain

Company Minimum Gain means the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to the liabilities in full satisfaction of those liabilities, computed under Treasury Regulation Section 1.704-2(b) and (d).

(u) Company Representative

Company Representative is defined in Section 3.02.

(v) Non-Defaulting Member

Non-Defaulting Member is defined in **Error! Reference source not found.**

(w) Control Change

Control Change means:

- the sale of substantially all of the consolidated assets of the Company to a Third Party;
- a sale resulting in a Third Party holding no less than a majority of the Common Interests;
- or
- the Company's merger, consolidation, recapitalization, or reorganization with or into a Third Party that negates the Members' ability to manage or to designate or elect a majority of the managers, board of directors, or equivalent managing body of the resulting entity or its parent company.

(x) Cram-Down Contribution

Cram-Down Contribution is defined in Section 5.08.

(y) Default Amount

Default Amount is defined in Section 5.08.

(z) Deficiency Loan

Deficiency Loan is defined in **Error! Reference source not found..**

(aa) Dissociation

Dissociation is defined in **Error! Reference source not found..**

(bb) Disqualifying Event

Disqualifying Event means any event described in R.I. Gen. Laws § 21-28.11-10.2 or Commission regulations that would render a Person ineligible to hold an ownership interest in a cannabis licensee, including but not limited to certain criminal convictions, failure to disclose required information, or any act that would cause denial, suspension, revocation, or non-renewal of the Cannabis License.

(cc) Drag-Along Member

Drag-Along Member is defined in Section 18.01.

(dd) Drag-Along Notice

Drag-Along Notice is defined in Section 18.03.

(ee) Drag-Along Sale

Drag-Along Sale is defined in Section 18.01.

(ff) Dragging Member

Dragging Member is defined in Section 18.01.

(gg) Exercising Member

Exercising Member is defined in Section 15.05.

(hh) Fair Market Value

Fair Market Value is defined in Section 24.24.

(ii) Governmental Authority

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

(jj) Immediate Family

Immediate Family means any Member's spouse (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), parents, parents-in-law, descendants (including descendants by adoption), spouses of descendants (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), brothers, sisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and grandchildren-in-law.

(kk) Indemnity Losses

Indemnity Losses is defined in Section 21.04.

(ll) Independent Person

Independent Person means any person who is not related to or subordinate to a claimant or respondent and has no personal or financial stake in the resolution of the controversy other than fair and reasonable compensation for services provided to resolve the controversy.

(mm) Interest

Interest means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Interest is personal property, and no Member will acquire any interest in any of the assets of the Company. Interests may be adjusted from time to time under Article Four.

(nn) Legal Representative

With respect to any individual, *Legal Representative* means a person's guardian, conservator, executor, administrator, trustee, or any other person representing a person or the person's estate. With respect to any person, *Legal Representative* means all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of the person.

(oo) Majority Vote

Majority Vote means a ratio of more than 50 votes out of every 100 votes that may be cast will determine the matter subject to the vote.

(pp) Manager

Manager means any individual or legal entity designated in this Agreement as a Manager. A Manager conducts the business of the Company and is authorized to exercise the powers and duties of Manager detailed in this Agreement.

(qq) Member

Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

(rr) Member Joinder

Member Joinder means the joinder agreement in form and substance attached to this Agreement.

(ss) Member Minimum Gain

Regarding a Member Non-Recourse Debt, *Member Minimum Gain* means the least amount of gain that the Company would realize if the Company disposed of the encumbered Company property in full satisfaction of the encumbrance.

(tt) Member Non-Recourse Debt and Member Non-Recourse Deductions

Member Non-Recourse Debt means nonrecourse Company debt for which one or more Members bear economic risk of loss as defined in Treasury Regulation Section 1.704-2(b)(4).

Member Non-Recourse Deductions means for each Taxable Year, the Company deductions that are attributable to Member Non-Recourse Debt and are characterized as Member Non-Recourse Deductions under Treasury Regulation Section 1.704-2(b).

(uu) Non-Exercising Member

Non-Exercising Member is defined in Section 15.05.

(vv) Non-Traditional Third-Party Debt

Non-Traditional Third-Party Debt means any indebtedness of the Company owed to any Person other than a federally-insured depository institution or state-chartered bank, including private loans, seller financing, non-bank institutional debt, revenue-based financing, or any debt containing equity kickers, warrants, or profit participation features.

(ww) Permitted Transfer; Permitted Transferee

A *Permitted Transfer* is an Interest transfer made under Article Sixteen. A *Permitted Transferee* is the recipient of a Permitted Transfer.

(xx) Preemptive Member

Preemptive Member is defined in Section 15.01.

(yy) Proposed Transferee

Proposed Transferee is defined in Section 19.01.

(zz) Protected Person

Protected Person means:

- each Member;
- each Member's officer, director, shareholder, partner, member, controlling Affiliate, employee, agent, or Legal Representative and each of their controlling Affiliates; and
- each of the Company's Manager, employees, and agents or Legal Representatives.

(aaa) Qualified Appraiser and Qualified Appraisal

A *Qualified Appraiser* means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

(bbb) Sale Notice

Sale Notice is defined in Section 19.02.

(ccc) Securities Act

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

(ddd) Selling Member

Selling Member is defined in Section 19.01.

(eee) Service Provider

Service Provider means any employee, consultant, or other service provider of the Company.

(fff) Tag-Along Member

Tag-Along Member is defined in Section 19.01.

(ggg) Tag-Along Notice

Tag-Along Notice is defined in Section 19.04.

(hhh) Tag-Along Period

Tag-Along Period is defined in Section 19.04.

(iii) Tag-Along Portion

Tag-Along Portion is defined in Section 19.03.

(jjj) Tag-Along Sale

Tag-Along Sale is defined in Section 19.01.

(kkk) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Manager. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(lll) Third Party

Third Party means any person who:

- is not a Member of the Company;
- does not directly or indirectly own or have the right to acquire any outstanding Interests;
- is not a Permitted Transferee of any person who directly or indirectly owns or has the right to acquire any Interests; and
- is not an Affiliate.

With respect to any controversy concerning the Company, *Third Party* means an individual who is not related to or subordinate to a claimant or respondent and has no personal or financial stake in the resolution of the controversy other than fair and reasonable compensation for services provided to resolve the controversy.

(mmm) Traditional Bank Debt

Traditional Bank Debt means any indebtedness owed to a federally-insured depository institution or state-chartered bank.

(nnn) Unprotected Act

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

- with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful or
- constitutes fraud or willful misconduct.

Section 1.02 Interpretation

The following general provisions and rules of construction apply to this Agreement.

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(c) Days and Business Days

In this Agreement, *days*, without further qualification, means calendar days and *business days* means any day other than a Saturday, Sunday or a day on which national banks are allowed by the Federal Reserve to be closed.

(d) Delivery

Delivery is taken in its ordinary sense and includes:

- personal delivery to a party;
- mailing by certified United States mail to the last known address of the party to whom delivery is made, with return receipt requested to the party making delivery;
- facsimile transmission to a party when receipt is confirmed in writing or by electronic transmission back to the sending party; or
- electronic mail transmission to a party when receipt is confirmed in writing or by electronic mail transmission back to the sending party.

The effective date of delivery is the date of personal delivery or the date of the return receipt, if received by the sending party. If no return receipt is provided, the effective date is the date the transmission would have normally been received by certified mail if there is evidence of mailing.

(e) Include, Includes, and Including

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(f) Words of Obligation and Discretion

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may*, *is authorized to*, *is permitted to*, *is allowed to*, *has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

(g) Assignment

In this Agreement, *assignment* includes any method—direct or indirect, voluntary or involuntary—by which the legal or beneficial ownership of any interest in the Company is transferred or changed, including:

- any sale, exchange, gift, or any other form of conveyance, assignment, or transfer;
- a change in the beneficial interests of any trust or estate that holds any interest in the Company and a distribution from any trust or estate;
- a change in the ownership of any Member that is a corporation, partnership, limited liability Company, or other legal entity, including the dissolution of the entity;
- a change in legal or beneficial ownership or other form of transfer resulting from the death or divorce of any Member or the death of the spouse of any Member;
- any transfer or charge under a charging order issued by any court; and

any levy, foreclosure, or similar seizure associated with the exercise of a creditor's rights in connection with a mortgage, pledge, encumbrance, or security interest.

Assignment does not include any mortgage, pledge, or similar voluntary encumbrance or grant of a security interest in any Interests in the Company.

(h) References to Transfer, Transferor, and Transferee

In this Agreement, *transfer* includes any direct or indirect sale, transfer, assignment, pledge, encumbrance, hypothecation, or other disposition or attempted disposition. The term includes any involuntary transfer, such as a transfer that occurs by operation of law. If a person enters into a contract, option, or other arrangement or understanding to make a transfer, that contract, option, or other arrangement or understanding will itself be considered a *transfer*. When used as a verb, *transfer* has a correlative meaning. A person who makes a transfer may be referred to as a *transferor*, and a person who receives a transfer may be referred to as a *transferee*.

(i) References to Property or Assets

Any reference in this Agreement to *property* or *assets*, without further qualification, must be construed broadly to include, as to any person, all property of any kind—real or personal, tangible or intangible, legal or equitable—whether now owned or subsequently acquired. The following items are each considered *assets* or *property* of a person: money, stock, accounts receivable, contract rights, franchises, value as a going concern, causes of action, undivided fractional ownership interests, intellectual property rights, and anything of any value that can be made available for or appropriated to the payment of debts.

(j) References to Individuals and Entities

Unless further qualified in the context, any reference in this Agreement to a *person*, *party*, or *individual*, or the use of indefinite pronouns like *anyone*, *everyone*, *someone*, or *no one* must be construed broadly to include any individual, trust, estate, partnership, association, company, corporation, or other entity or non-entity capable of having legal rights and duties. *Person*, without further qualification, has the same broad meaning as defined in Code Section 7701(a)(1) and includes any individual, trust, estate, partnership, association, company, or corporation. The Company and its successors and assigns and each Member or Assignee and their successors, assigns, heirs, and personal representatives are all considered *persons* for purposes of this Agreement. *Natural person* is used to distinguish a human being from a *juridical person*, such as a trust, estate, partnership, association, company, or corporation.

(k) Internal References

Unless the context otherwise requires:

reference to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement;

reference to an agreement, instrument or other document means the agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by its provisions; and

reference to a statute means the statute as amended from time to time and includes any successor legislation to it and any regulations promulgated under it.

The Exhibits referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in this Agreement.

(I) No Presumption against Drafting Party

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

ARTICLE TWO ORGANIZATIONAL MATTERS

Section 2.01 Company Formation

The Company became a limited liability company under the laws of the State of Rhode Island, and specifically under the Rhode Island Limited Liability Company Act, upon filing the Articles of Organization as required by the Rhode Island Limited Liability Company Act.

Section 2.02 Company's Name

The Company's name is **Green Dolphin, LLC**. The Manager may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

Section 2.03 Company's Purpose

The sole purpose of the Company is to obtain, maintain, own, and operate a licensed cannabis retailer under the Rhode Island Cannabis Act (R.I. Gen. Laws Title 21, Chapter 28.11) and to engage in any and all activities necessary, customary, convenient, or incidental to the foregoing.

The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

Section 2.04 Licensing and Compliance Requirements

The Company shall at all times comply with all licensing, operational, and compliance requirements under the Rhode Island Cannabis Act (R.I. Gen. Laws Title 21, Chapter 28.11) and regulations promulgated by the Cannabis Control Commission (560-RICR-10-10-1 et seq.), including but not limited to qualifications for residency, criminal background checks, tax compliance, municipal zoning adherence, and payment of the \$30,000 annual license fee deposited into the social equity fund. The Company shall also adhere to all rules adopted by the Commission, including fair employment practices and taxation laws. Failure to comply shall constitute a Bad Boy Event under Section 10.14.

Section 2.05 Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 1007 Ten Rod Road #1037, North Kingstown, RI 02852.

Section 2.06 Registered Agent and Registered Office

The Company's initial Registered Agent is Andrew R Bilodeau, Esq., and the Company's initial registered agent's office is located at 1350 Division Road, Suite 102, West Warwick, Rhode Island 02893. The phone number for the Company's initial Registered Agent is 401-300-4055.

Section 2.07 Company's Term

The Company's duration is perpetual. The Company began on the date the Articles of Organization were filed with the Rhode Island Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

Section 2.08 No Partnership Intended for Non-Tax Purposes

The Members have formed the Company as a limited liability company under the Act and do not intend to form a partnership under any partnership or limited partnership act. The Members do not intend to be partners with each other or with any Third Party other than for federal and state income tax purposes. If any Member represents to another person that the Member or any other Member is a partner or that the Company is a partnership, the Member making the wrongful representation will be liable to any other Member who incurs personal liability because of the erroneous representation.

ARTICLE THREE TAX MATTERS

Section 3.01 Taxation as a Partnership

The Members intend to establish an entity that is subject to federal and state income taxation as a partnership. Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Interest and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be as established by Code Subchapter K.

Section 3.02 Company Representative

The Company must designate a representative with a substantial presence in the United States to serve as the Company representative within the meaning of Code Section 6223 (*Company Representative*). The Company Representative has the sole authority to act on behalf of the Company in connection with Internal Revenue Service audits and adjustments. Julian Jarmoszko is designated to serve as the Company Representative. If Julian Jarmoszko is or becomes unwilling or unable to serve for any reason, the Manager shall promptly appoint a Member to serve as Company Representative in accordance with Code requirements.

(a) Obligations and Discretion as to Tax Matters

The Company Representative shall notify all of the Members upon receipt of any notice regarding any examination by any federal, state, or local authority about the Company's tax compliance. The Company Representative may:

determine whether to contest any proceedings, how to pursue any proceedings, and whether and on what terms to settle any dispute with the Internal Revenue Service;

determine whether to elect out of partnership-level treatment under Code Section 6221(b) and Section 3.03;

select the forum for any tax disputes involving the Company; and

extend the statute of limitations for assessing tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local, or foreign tax returns.

(b) Company Representative to Preserve Tax Classification

Unless the Members elect not to be treated as a partnership for federal income tax purposes, the Company Representative shall take all reasonable steps necessary to classify the Company as a partnership for tax purposes under the Code and Treasury Regulations. The Company Representative shall prepare and file any forms necessary or appropriate to classify the Company as a partnership for tax purposes under the laws of any jurisdiction in which the Company transacts business.

Section 3.03 Election under Code Section 6221(b)

The Company may elect for Code Section 6221(b) to apply for any taxable year that the Company meets the requirements to elect out of Company-level treatment under Code Section 6221(b). The election must be made with a timely filed return for that taxable year. The election must include the name and taxpayer identification number of each Member. The Company must notify each Member of the election in the manner prescribed by the Secretary of Treasury.

Section 3.04 Consistent Treatment

Each Member shall, on the Member's income tax return, treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of the income, gain, loss, deduction, or credit on the Company income tax return.

Section 3.05 Adjustment in Future Tax Years

If any tax proceeding results in adjustment in the amount of any item of income, gain, loss, deduction, or credit of the Company—or any Member's distributive share thereof—for a prior year, the Company may take corrective action. If the Company elects to apply Code Section 6226, within 45 days from the date of the notice of final partnership adjustment, the Company may issue the statement described in Code Section 6226(a)(2) to the Internal Revenue Service and to each Member that held an interest in the year in question. The statement must describe the Member's share of any adjustment to income, gain, loss, deduction, or credit (as determined in the notice of final partnership adjustment issued by the Internal Revenue Service). Upon receipt of the statement, each Member must take the adjustments described on the statement into account as provided in Code Section 6226(b).

Alternatively, the Company may require each Member that held an interest in the Company during the prior year to file an amended tax return reporting the Member's distributive share of the tax adjustments and to pay any taxes resulting from the adjustments in accordance with Code Section 6225(c). Each Member must submit the amended returns and pay all related taxes not later than 270 days from the date on which the notice of a proposed partnership adjustment is mailed to the Company.

This Section and the Member's obligations under Section 3.04 survive the Company's termination, dissolution, liquidation, and winding up and the Member's withdrawal from the Company or transfer of its interest.

Section 3.06 Tax Elections

The Manager has the authority to make all Company elections for federal, state, and local income tax matters permitted under the Code as provided in Section 11.02. Each Member consents to any election and shall sign any documentation necessary to give effect to any elections.

Section 3.07 Changing Tax Classification

Any decision to change the tax classification of the Company from partnership to a corporation requires approval in accordance with Section 11.02.

Section 3.08 Legal and Accounting Costs for Tax Matters

The Company shall pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

ARTICLE FOUR MEMBERS' INTERESTS

Section 4.01 Members' Interests in the Company

The Members' interests in the Company are represented by Interests.

Section 4.02 Management and Ownership Provisions

(a) Prohibited Financial Interests

Each Member represents, warrants, and covenants, both on the date hereof and on a continuing basis for so long as such Member holds any Interest in the Company, that neither the Member nor any Affiliate of the Member holds, directly or indirectly, any prohibited financial interest in any other cannabis establishment, cannabis cultivator, cannabis product manufacturer, cannabis testing laboratory, or any other category of cannabis license issued under the Rhode Island Cannabis Act (R.I. Gen. Laws Title 21, Chapter 28.11) that would violate 560-RICR-10-10-1.3 or any successor regulation.

(b) Divestiture Obligation

If at any time a Member or any Affiliate of a Member acquires or is found to hold any such prohibited financial interest, the Member shall immediately notify the Company and all other Members in writing and shall divest such prohibited interest within the time period required by the Cannabis Control Commission. Failure to complete such divestiture within the required period shall constitute a Bad Boy Event under Section 10.14.

(c) Disclosure of Management Company Interests

The Company shall disclose to the Cannabis Control Commission, and shall maintain in its books and records, full and complete information regarding all ownership and financial interests in any management company, management agreement, or third-party service provider involved with the Company's operations, as required by 560-RICR-10-10-1.3.

(d) Continuing Representations and Covenants

Each Member shall promptly provide any additional information or documentation requested by the Cannabis Control Commission concerning ownership, control, or financial interests. Each

Member acknowledges that any misrepresentation or failure to disclose required information may result in denial, suspension, or revocation of the Cannabis License.

(e) Consequences of Violation

In addition to constituting a Bad Boy Event under Section 10.14 (triggering immediate expulsion and forfeiture of the offending Member's entire Interest without compensation), any violation of this Section 4.02 may result in license revocation, fines, or other sanctions against the Company by the Cannabis Control Commission. The offending Member shall indemnify and hold harmless the Company and the non-breaching Members from all losses, costs, and liabilities arising from such violation.

Section 4.03 Schedule of Members

The Manager shall maintain a schedule of all Members and the percentage and type of Interests held by them (*Schedule of Members*). The Manager shall update the Schedule of Members upon the issuance or transfer of any Interests to any new or existing Member. The Schedule of Members as of the execution of this Agreement is attached as Schedule A.

Section 4.04 Interests Certification

The Company may issue certificates to the Members representing the Interest held by each Member. If the Company issues certificates representing a Member's Interest in accordance with this Section, then in addition to any other disclosure, legend, or information required by Applicable Law, all certificates representing issued and outstanding Interests must include a Securities Law Disclosure substantially in the following form:

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

THE INTEREST REPRESENTED BY THIS CERTIFICATE HAS 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 OF EXCEPT UNDER A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS OR UNDER AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT.

Section 4.05 Valuing Company and Interests

For all purposes of this Agreement, the value of the Company as an entity and of Interests will be their respective Fair Market Values. Any dispute, contest, or issue of Fair Market Value will be resolved by a written Qualified Appraisal by a Qualified Appraiser selected in accordance with Section 23.12.

Section 4.06 Adjustment for *Non Pro Rata* Contributions and Distributions

Interests will be adjusted from time to time to account for *non pro rata* additional Capital Contributions by the Members. If *non pro rata* Capital Contributions are made, the adjustment to each Member's Interest will be determined by dividing the Capital Account of each Member by the aggregate of the then existing Capital Accounts, after adjusting the Members' Capital Accounts as provided in Article Six. If the Company has more than one class of Interests, the adjustments described in this Section shall be separately computed within each class of Interests.

To determine the respective voting rights of the Members, adjustments to Interests of the Members resulting from *non pro rata* Capital Contributions will be effective the first day of the month immediately following the date of the Capital Contribution.

Section 4.07 Admitting New Members

Subject to the requirements of Article Sixteen, Additional Members may be admitted when the Company issues new Interests or a Member transfers its Interest. Upon compliance with Article Sixteen, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Interest. The Manager shall adjust the Capital Accounts of the Members as necessary under Article Six.

The Manager may adopt and revise rules, conventions, and procedures as the Manager determines appropriate regarding the admission of Additional Members to reflect the Interests at the end of the calendar year in accordance with the Members' intentions.

Section 4.08 Transferability of Interest

The transferability of each Member's Interest is restricted by Article Sixteen.

ARTICLE FIVE CAPITALIZATION

Section 5.01 Initial Capital Contributions

As their initial Capital Contributions to the Company, the Members have contributed all of their right, title, and interest in and to the property described on the Schedule of Members. The Members agree that the property described on the Schedule of Members has the Fair Market Value (net of liabilities assumed or taken subject to or by the Company) listed opposite the described property.

Section 5.02 Additional Capital Contributions

Each Member, by executing this Agreement, hereby agrees to contribute one or more additional capital contributions to the Company in an aggregate amount of up to fifty percent (50%) of such Member's Initial Capital Contribution (each, an "Additional Capital Contribution," and together with the Initial Capital Contributions, the "Capital Contributions"). The Manager shall cause each Member to receive written notice of any Additional Capital Contribution, which notice shall provide the amount that the Member is required to contribute and the date upon which the Additional Capital Contributions must be made, which shall be not less than twenty (20) Business Days after receipt of the notice.

Section 5.03 Failure to Pay Additional Capital Contributions

Any Member that fails to timely make all or any portion of any Required Contribution or notifies the other Members or the Company that it will not be making a timely Additional Capital Contribution is a *Defaulting Member*. If any Defaulting Member fails or refuses to pay timely its Additional Capital Contributions within ten (10) Business Days after the due date specified in the notice of such required payment of any Additional Capital Contribution, the Manager may exercise, by written notice to the Defaulting Member and the Company, any one or more of the following rights or remedies:

(a) One or more other Members ("Non-Defaulting Members") may advance the amount of such Additional Capital Contributions (the "Default Contribution") that is in default with the following results: (i) the amount of the Default Contribution thus advanced shall be deemed to be a loan from the Non-Defaulting Member(s) to the Defaulting Member (a "Deficiency Loan") and a contribution of such loaned sums to the Company by the Defaulting Member pursuant to this Section 5.03(a); (ii) the Deficiency Loan shall bear interest at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum non-usurious rate permitted by applicable law from the date that the advance was made until the date that such advance, together with all interest accrued thereon, is repaid to the Non-Defaulting Member; (iii) all distributions from the Company that would otherwise be made to the Defaulting Member (whether before or after dissolution of the Company) shall, notwithstanding anything to the contrary instead, be made to the Non-Defaulting Member until the Deficiency Loan and all interest accrued thereon have been repaid in full to the Non-Defaulting Member (with all such payments being applied first to interest earned and unpaid and then to principal); and (iv) the Deficiency Loan shall be due and payable on or before the earlier of (y) the sale of the Company or (z) any dissolution of the Company.

(b) Upon ten (10) Business Days' written notice to the Manager, the Manager, in his sole and absolute discretion, may designate one or more parties, which parties may be the Company, one or more other Members or Affiliates of any Member, that will be permitted to make the Additional Capital Contribution of the Defaulting Member, provided that Interest of the Defaulting Member with a Capital Account equal to twice the amount of the Default Contribution shall be transferred to the designated party upon the contribution of the Default Contribution and the Capital Account of such designated party shall be increased by twice the Default Contribution and the Defaulting Member's Capital Account shall be reduced by the same amount.

(c) Notwithstanding the foregoing terms of Sections 5.03(a) and 5.03(b) above, if there is a Defaulting Member with respect to any Additional Capital Contribution, then the Non-Defaulting Member(s) shall have the right to request a return of such Non-Defaulting Member's Additional Capital Contribution (provided such request is made within five (5) Business Days after the date the Additional Contribution is required to be delivered), and such amount shall be immediately returned to such Non-Defaulting Member.

(d) The Members acknowledge and agree that the provisions provided for in this Section 5.03 could result in a Member forfeiting his/her/its interest in the Company. Notwithstanding the foregoing, under no circumstances shall a Member's Interest be diluted below ten (10%) percent. Each Member acknowledges and agrees that the failure of a Member to pay when due any Additional Capital Contribution required pursuant to Section 5.02, and that any action or inaction by the Manager which results in an "Event of Default", will cause the Company and the other Members to suffer substantial damages. Consequently, each Member acknowledges

and agrees that the remedy provisions set forth in this Section 5.03 are fair, just and equitable in all respects and administratively superior to any other method for determining such damages.

Section 5.04 Documenting Additional Capital Contributions

After any Member makes a Capital Contribution other than those described in Section 5.01, the Company shall promptly file one or more documents in its records showing that the Member has made the Capital Contribution. These documents may include photocopies of cancelled checks, documentary evidence of bank transfers, or photocopies of executed bills of assignment.

Section 5.05 Valuation of Contributions

The Fair Market Value of any property other than cash or publicly traded securities to be contributed as a Capital Contribution will be as determined by the Manager at the time of the Capital Contribution. If the Non-Defaulting Member and a Majority Vote of the Members fail to agree, a disinterested Qualified Appraiser selected by the Manager may determine the Fair Market Value of any contributed property.

Section 5.06 Loans by Members

The Manager has no authority to require any Member to make loans of additional capital to the Company. If a Member makes a loan or lends money to the Company or advances monies on its behalf, the amount of any such loan or advance shall not be an increase in the Capital Contribution of such Member, entitle such Member to any increase in such Interest or share of the profits or distributions of the Company, nor subject such Member to any greater proportion of the losses which the Company may sustain, but shall be repayable on such terms and conditions as shall be agreed upon by the advancing Member and the Company. No Member shall be entitled to any distribution so long as there remains any loan balance due and owing to another member. Repayment of Member loans to the Company shall be paid before any distributions are made to any Members.

Section 5.07 Loss of Voting and Distribution Rights

Despite any other provisions of this Agreement, any amount that otherwise would be paid or distributed to a Defaulting Member under Article Eight or Article Twenty will not be paid to the Defaulting Member. Instead, the amount will be deemed paid to the Defaulting Member and applied on the Defaulting Member's behalf:

- first, to accrued and unpaid interest on all Deficiency Loans in the order of their original maturity date;
- second, to the principal amount of the Deficiency Loans in the order of their original maturity date; and
- third, to any Required Contribution of the Defaulting Member that has not been paid or deemed paid.

As long as a Member is characterized as a Defaulting Member, it forfeits any consent or voting rights granted in this Agreement.

Section 5.08 Conversion of Deficiency Loan from Non-Defaulting Member

At the option of the Non-Defaulting Member, any time after six (6) months after a Deficiency Loan is made, the Deficiency Loan may be converted into a deemed Capital Contribution of the

Non-Defaulting Member in an amount equal to the principal and unpaid interest on such Deficiency Loan using the following procedure:

the Defaulting Member will be deemed to have received a distribution, under Article Eight, of an amount equal to the principal and unpaid interest on the Deficiency Loan;

the distribution will be deemed paid to the Non-Defaulting Member in repayment of the Deficiency Loan;

the amount will be deemed contributed by the Non-Defaulting Member as a Capital Contribution (*Cram-Down Contribution*); and as provided in Section 6.01(a), the Non-Defaulting Member's Capital Account will be increased by, and the Defaulting Member's Capital Account decreased by, an amount equal to the principal and unpaid interest on the Deficiency Loan.

A Cram-Down Contribution will be deemed a Capital Contribution by the Non-Defaulting Member making (or deemed making) the Cram-Down Contribution as of the later of the date the Cram-Down Contribution is made or the date the Deficiency Loan is converted to a Cram-Down Contribution. At the time of a Cram-Down Contribution, the Non-Defaulting Member's Interest must be increased proportionally by the amount of the Cram-Down Contribution, thereby diluting the Defaulting Member's Interest. Once a Cram-Down Contribution has been made (or deemed made), no subsequent payment or tender in respect of the Cram-Down Contribution will affect the Interests of the Members, as adjusted in accordance with this Section. Notwithstanding the foregoing, in No event shall the Defaulting Member's Interest be less than ten (10%) percent after dilution.

ARTICLE SIX CAPITAL ACCOUNTS

Section 6.01 Establishing and Maintaining Capital Accounts

A Capital Account will be established for each Member and will be maintained at all times during the Company's existence in compliance with the Code and Treasury Regulations. Each Member's Capital Account will be created with an initial credit equal to the Fair Market Value of the property contributed by the Member in exchange for the Member's interest in the amount described on the Schedule of Members. Each Capital Account will be maintained according to the following provisions.

(a) Credits to Member's Capital Account

Each Member's Capital Account will be credited with the Fair Market Value of the Member's Capital Contribution, the Member's distributive share of profits, and the amount of any Company liabilities that are assumed by the Member.

(b) Debits to Member's Capital Account

Each Member's Capital Account will be debited the amount of cash and the Fair Market Value of any property distributed to the Member under this Agreement, the Member's share of losses, and the amount of any liabilities of the Member that are secured by any property contributed by the Member to the Company.

(c) Assumption of Liability

As provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(c): Any unsecured liability the Company assumes will be treated as a distribution of money to the Member, and the Manager shall adjust the Member's Capital Account accordingly. Any unsecured liability of the Company a Member assumes will be treated as a cash Capital Contribution to the Company. The amount of any liability assumed under this provision will be determined according to Code Section 752(c).

(d) Non-Cash Distribution Adjustments

If noncash assets are distributed to a Member, the Manager shall adjust the Capital Accounts of the Members to reflect the hypothetical book gain or loss that would have been realized by the Company if the distributed assets had been sold at Fair Market Value in a cash sale.

(e) Adjusting the Fair Market Value on Transfer of Interest

If an existing or new Member acquires an Interest from the Company, the Manager shall adjust the Capital Accounts of the Members to reflect Fair Market Value of all properties held by the Company.

Section 6.02 Adjustment for Company's Constructive Termination

If the Company is constructively terminated under Code Section 708, the Manager shall adjust the Members' Capital Accounts to reflect Fair Market Value of all properties held by the Company as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(b).

Section 6.03 Revaluation Adjustment

The Manager shall adjust the Members' Capital Accounts to reflect any revaluation of Company property (including intangible assets such as goodwill) under this Section.

(a) Adjustment Based on Fair Market Value

Any revaluation adjustment to a Member's Capital Account is based on the Fair Market Value of Company property on the date of the adjustment (taking into account Code Section 7701(g)).

(b) Adjustment for Unrealized Items

The Manager shall adjust the Members' Capital Accounts to reflect the manner in which any unrealized income, gain, loss, or deduction inherent in the Company's property (to the extent that it has not been previously reflected in the Members' Capital Accounts) would be allocated among all the Members if there were a taxable disposition of this property for Fair Market Value on the adjustment date.

(c) Events Triggering Revaluation Adjustment

Without limiting the events that trigger the application of this Section, this Section will be triggered by the Company's liquidation, an in-kind distribution Company property, a Capital Contribution (other than a *de minimis* amount) as consideration for an Interest, or a distribution (other than a *de minimis* amount) by the Company to a retiring or continuing Member as consideration for an Interest.

Section 6.04 No Interest or Return of Capital

Despite any other provision of this Agreement, no Member is entitled to any interest on its Capital Account or Interest or on the Member's Capital Contribution. No Member may demand or receive the return of all or any portion of the Member's Capital Account, Interest, or Capital Contribution.

Section 6.05 Power to Modify Capital Account Provisions

If, in the Manager's reasonable judgment, the modification is not likely to have a material effect on the amounts distributable to any Member under this Agreement, the Manager may modify the way the Capital Accounts are computed to comply with Treasury Regulation Section 1.704-1(b). The Manager shall make all necessary and appropriate adjustments to maintain equality between the Members' Capital Accounts and the amount of Company Capital reflected on the Company's balance sheet as computed for book purposes under Treasury Regulation Section 1.704-1(b)(2)(iv)(g), relating to adjustments to Book Value.

Section 6.06 Certain Property Considered to Be Loans

If for any reason the Company would otherwise be deemed an investment company within the meaning of Code Section 351, the Members intend to comply with the requirements of Code Section 721(b) so that Capital Contributions of property to the Company will not cause recognition of any gain or loss to any Member. Accordingly, if any Capital Contribution of property would cause the recognition of gain or loss to any Member under Code Section 721(b), then that property will be considered to have been loaned to the Company under Code Section 707(a). The Manager shall return any property loaned to the Company under this provision to its lender within 90 days of the lender's demand.

Section 6.07 Negative Capital Accounts

If the Company or a Member's Interest is liquidated, no Member will be required to restore a deficit in his or her Capital Account.

Section 6.08 Assignment of Capital Account

Except as otherwise required by the Code or Treasury Regulations, if any Interest is assigned or treated as having been assigned under this Agreement, the Assignee will be treated as having made all of the Capital Contributions and as having received all of the distributions of the Assignor. The Assignee will succeed to the Capital Account of the Assignor to the extent that it relates to the assigned Interest.

Section 6.09 Treatment of Loans from Members

Loans by any Member to the Company are not Capital Contributions and do not affect the maintenance of the Member's Capital Account.

ARTICLE SEVEN ALLOCATIONS

Section 7.01 Allocating Net Profits

After making the allocations set forth in Section 7.03, the Company shall allocate all net profits as follows:

(a) First Allocation of Net Profits

First, to the Members in proportion and to the extent of the net losses previously allocated under Section 7.02(c) until each Member has been allocated net profits under this Section 7.01(a) equal to the amount of net losses previously allocated to each Member under Section 7.02(c).

(b) Second Allocation of Net Profits

Second, to the Members in proportion and to the extent of the net losses previously allocated under Section 7.02(b) until each Member has been allocated net profits under this Section 7.01(b) equal to the amount of net losses previously allocated to each Member under Section 7.02(b).

(c) Third Allocation of Net Profits

Third, to the Members in proportion and to the extent of the net losses previously allocated under Section 7.02(a) until each Member has been allocated net profits under this Subsection Section 7.01(c) equal to the amount of net losses previously allocated to each Member under Section 7.02(a).

(d) Residuary Allocation of Net Profits

Thereafter, to the Members in proportion to their Interests.

Section 7.02 Allocating Net Losses

After making the allocations set forth in Section 7.03, the Company shall allocate all net losses as follows:

(a) First Allocation of Net Losses

First, to the Members in proportion and to the extent that the amount of net profits allocated to the Members under Section 7.01(c) and Section 7.01(d) exceeds the distributions received by the Members under Article Eight plus the net losses previously allocated to the Members under this Section 7.02(a).

(b) Second Allocation of Net Losses

Second, to the Members in accordance with the positive balances in their Capital Accounts until the Capital Account of each Member is reduced to zero.

(c) Residuary Allocation of Net Losses

Thereafter, to the Members in proportion to their Interests.

Section 7.03 Special and Regulatory Allocations

The Manager shall make the following special and regulatory allocations.

(a) Losses

No losses will be allocated to a Member under Section 7.02 that would cause the Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. Any losses not allocated to a Member due to this limitation must be specially allocated to the Members with positive Capital Account balances in proportion to their respective Capital Account balances until all such Capital Account balances have been reduced to zero, and any remainder will be allocated to the Members in proportion to their respective Interests.

(b) Allocations Related to Contributed Property

For any property contributed to the capital of the Company, the Manager shall allocate income, gain, loss, and deductions among the Members under Code Section 704(c) to account for any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Fair Market Value on the date of the Capital Contribution. If the Manager adjusts the Fair Market Value of any Company asset, then in making subsequent allocations of

income, gain, loss, and deductions regarding that asset, the Manager shall account for any variation between the adjusted basis of the asset for federal income tax purposes and the asset's Fair Market Value in the same manner provided under Code Section 704(c).

(c) Member Non-Recourse Deduction Allocations

The Manager shall allocate all Member Non-Recourse Deductions for each Taxable Year to the Member or Members who bear the economic risk of loss regarding the Member Non-Recourse Debt to which any Member Non-Recourse Deductions are attributable. The ratio reflects the Member's economic risk of loss and complies with Treasury Regulation Section 1.704-2(i)(1).

(d) Company Minimum-Gain Chargeback

If the Company Minimum Gain has a net decrease during any Company Taxable Year, the Manager shall allocate items of Company income and gain for the year (and, if necessary, for any subsequent years) in proportion to the respective amounts required to be allocated to each Member under Treasury Regulation Section 1.704-2(f) and (g). This provision is intended to comply with the minimum-gain chargeback requirement of Treasury Regulation Section 1.704-2.

To the extent permitted by Treasury Regulation Section 1.704-2 and for purposes of this provision only, the Manager shall determine any deficit in each Member's Capital Account before any other allocations under this Article with regard to the Taxable Year and without regard to any net decrease in Member Minimum Gain during the Taxable Year.

(e) Member Minimum-Gain Chargeback

If the Member Minimum Gain has a net decrease attributable to Member Non-Recourse Debt during a Taxable Year after the Manager computes and accounts for Company Minimum-Gain Chargeback above, the Manager shall allocate items of income and gain for that year (and, if necessary, for any subsequent years) to any Member who has a share of the Member Minimum Gain attributable to that Member's Non-Recourse Debt at the beginning of the year. The amount and proportions of the allocations must satisfy Treasury Regulation Section 1.704-2(i).

(f) Qualified Income Offset

If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), the Manager shall allocate items of Company income and gain to the Member to eliminate any deficit in the affected Members' Capital Accounts to the extent required by Treasury Regulations as quickly as possible. The Manager shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

This provision is intended to comply with the qualified income offset requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(g) Gross Income Allocation to Restore Capital Account Deficit

If any Member has a Capital Account deficit at the end of any Company Taxable Year that exceeds the sum of the amount the Member is obligated to restore under this Agreement and the amount the Member is obligated to restore under the Treasury Regulations, then the Manager shall allocate items of Company income and gain in the amount of the excess as quickly as is practicable. The Manager shall make an allocation under this provision only to

the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

(h) Allocation from Disposition of Property Not Revalued

If properties of the Company are not revalued under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and the Capital Accounts of the Members are not adjusted accordingly upon the admission of a Member or the liquidation of Interest, the Manager shall allocate gain or loss recognized upon the sale or other disposition of Company property among the Members. This allocation must take into account the variation between the adjusted basis of the property and the property's Fair Market Value on the date the Member was admitted or the Interest was liquidated, as the case may be, under Code Section 704(c).

(i) Allocation Related to Adjustments in Tax Basis

If Code Section 734(b) or 743(b) requires an adjustment to the adjusted tax basis of any Company asset, Treasury Regulation Section 1.704-1(b)(2)(iv)(m) must be taken into account in determining the Capital Accounts. The amount of the adjustment to the Capital Accounts must be treated as an item of gain (if the adjustment increases the asset's basis) or loss (if the adjustment decreases the asset's basis). The Manager shall allocate this gain or loss to the Members consistent with Treasury Regulation Section 1.704-1.

(j) Allocation Related to Capital-Event Adjustments

If the gross Book Value of any asset of the Company is increased or decreased for special events, the Manager shall allocate gain or loss as required for Capital Account purposes. The Manager shall take into account any difference between the asset's adjusted basis for federal income tax purposes and the asset's gross Book Value for any later allocations of income, gain, loss, or deductions regarding any adjusted asset.

(k) Allocation Consistent with Distributions

The Manager shall allocate net profits and net losses in a manner consistent with:

- the requirements for distributions of cash described elsewhere in this Agreement;
- the requirements for distribution of assets upon its dissolution and winding up in accordance with Capital Account balances as specified in the procedures described below;
- and
- the requirements of applicable Regulations under Code Section 704(b).

(l) Allocations to Comply with Regulations and Intentions of Members

The allocations of net income, gains, net losses, and deductions set forth in this Agreement are intended to comply with Treasury Regulation Section 1.704-1(b), Treasury Regulation Section 1.704-1(b)(4)(iv), and Treasury Regulation Section 1.704-2, and are intended to have *substantial economic effect* within the meaning of those Regulations.

The allocations could be inconsistent with the Members' intentions. Accordingly, the Manager is authorized to allocate net profits, net losses, and other economic items among the Members to prevent the allocations from distorting the manner in which distributions are intended to be divided among the Members under this Article. In general, the Members anticipate that these allocations will be accomplished by specially allocating other net profits, net losses, and items of income, gain, loss, and deductions among the Members so that the net amount of the allocations and any special allocations to the Member is zero. If, for any reason, the Manager determines that the allocation provisions of this Agreement are unlikely to be recognized for

federal income tax purposes, the Manager may amend this Agreement's allocation provisions to the minimum extent necessary to give effect to the plan of allocations and distributions in this Agreement.

Section 7.04 Determining Net Profits and Net Losses

For purposes of this Article, the terms *net profits* and *net losses* mean the amount of the Company's taxable income or loss for any year or period, determined under Code Section 703(a). All items of income, gain, loss, or deduction required to be stated separately under Section 703(a)(1) will be included in taxable income or loss. This determination of net profits and net losses includes the following items:

- any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing taxable income or loss under this Article;
- any expenditures of the Company described in Code Section 705(a)(2)(B) relating to nondeductible expenses that are not otherwise taken into account in computing taxable income or loss, and
- if any Company asset's value is adjusted, the amount of the adjustment will be taken into account as gain or loss from the disposition of the asset.

Any other items that are specially allocated under this Article will not be taken into account in computing net profits and net losses.

Section 7.05 Allocation of Gain and Loss on Liquidation

Upon liquidation of the Company, the Manager shall allocate the Company's estimated net loss for the year and any loss realized by the Company on liquidation, including any book adjustment loss, and its estimated net gain for the year and any gain realized upon liquidation, including any book adjustment gain, under Article Six and Article Seven. If any Company property is distributed to the Members in kind, then, for purposes of reflecting the allocation of gain or loss from liquidation in the Members' Capital Accounts, the Company shall make a book adjustment with respect to the property distributed in kind as provided in the Treasury Regulations under Code Section 704(b).

Section 7.06 Change for Legal Compliance

The Manager may change the allocation provisions of this Section if the Company's legal counsel advises the Company that this change is required under the Code based on the manner in which the Members have agreed to bear losses and to share profits and distributions under this Agreement.

ARTICLE EIGHT DISTRIBUTIONS

Section 8.01 Distributions to Members

(a) General Rule

Subject to Section 8.02 and **Error! Reference source not found.**, and the mandatory provisions below, the Manager may determine the timing of distributions. All distributions shall be made in the following strict order of priority (the "Distribution Waterfall"):

(b) Mandatory Distribution Waterfall

Available Cash shall be distributed in the following strict order of priority (the "Distribution Waterfall"):

1. **First**, to the full repayment of all principal, accrued interest, fees, penalties, and other charges on all **Non-Traditional Third-Party Debt** (including any private loans) until the entire balance of all such debt is reduced to \$0.00;
2. **Second**, to Members as tax distributions sufficient to cover federal, state, and local income taxes on the Company's taxable income allocated to the Members (calculated at the highest combined marginal rate applicable to individuals resident in Rhode Island);
3. **Third**, to return of each Member's unreturned Capital Contributions on a pari-passu basis until all Members' Capital Accounts are reduced to zero;
4. **Finally**, any remaining amounts shall be distributed to the Members pro rata in accordance with their Percentage Interests [REDACTED]

(c) Violation of Waterfall

Any attempt by the Manager or any Member to make or receive a distribution in violation of the Distribution Waterfall set forth in subsection (b) shall constitute a Bad Boy Event under Section 10.14 and shall trigger immediate expulsion/forfeiture rights for the non-breaching Members.

(d) Tax Distributions

Notwithstanding the foregoing waterfall, the Company shall make tax distributions to the extent required by Section 8.07 of the original template (unchanged).

(e) No Ownership-Based Compensation Disguised as Distributions

No distribution shall be made that would constitute compensation to a Member solely by reason of ownership percentage. Any such disguised compensation shall constitute a Bad Boy Event under Section 10.14.

Section 8.02 No Unlawful Distributions

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

Section 8.03 In-Kind Distributions

The Manager may make in-kind distributions to the Members in the form of securities or other noncash property held by the Company. In any in-kind distribution, the securities or property will be distributed among the Members in the same proportion and priority as the distribution's Fair Market Value cash equivalent. Before making an in-kind distribution, the Manager must adjust the Members' Interests to account for any difference between the established Fair Market Value and the Book Value of the in-kind property.

Any distribution of securities is subject to the conditions and restrictions the Manager requires to ensure compliance with Applicable Law. The Manager may require the Members to sign and deliver documents the Manager determines are necessary to comply with all federal and state securities laws that apply to the distribution and to any further transfer of the distributed securities. The Manager may appropriately legend the certificates that represent the securities to reflect any restriction on transfer with respect to these laws.

Section 8.04 No Interest or Demand Rights

All distributions will be made under this Article or Section 20.03(c). Except as specifically set forth in this Article, no Member may demand distributions. If a Member does not withdraw all or any portion of the Member's share of any cash distribution, the Member will not receive any interest on the unwithdrawn amount unless all Members agree.

Section 8.05 Proceeds from Capital Transactions

Except as otherwise provided in this Agreement, before making any distribution to Members, proceeds of any capital transaction will be applied to:

- the principal balance at that time of that portion (or any greater portion thereof that the Manager determines should be repaid) of any loans that the Manager determines are attributable to the capital transaction;

- the amount of all costs and expenses paid or to be paid by the Company in connection with the capital transaction; and

- a reasonable reserve for future payments that may need to be made by the Company with respect to the capital transaction.

Section 8.06 Return of Distribution

Any distribution made to the Members will be considered to comply with Applicable Law if the distribution is made from available assets of the Company. If a court of competent jurisdiction finds that a distribution violates Applicable Law and the request for return of the distribution is approved by a Majority Vote of the Members, the Members must return their respective share of that distribution. The Company's creditors are deemed to have notice of the provisions of this Article and of the fact that Members are not required to return a distribution unless the request for return of the distribution has been approved by a Majority Vote of the Members.

ARTICLE NINE COMPANY MANAGEMENT

Section 9.01 Management by Manager

The Company is managed by the Manager appointed under Section 9.02. The business and affairs of the Company shall be exclusively managed by or under the direction of the Manager, which shall have the right, power and authority to exercise all of the powers of the Company, and, the Members (in their respective capacities as such) shall have no right, power or authority to vote, consent or approve with respect to any Company matter not submitted to such vote, consent or approval by the Manager. Decisions or actions made, taken or approved by the Manager in accordance with this Agreement shall constitute decisions or actions of the Company and shall be binding on each Member. No Member (in his/her/its capacity as such) shall have any right, power

or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company.

Section 9.02 Appointing Managers

Any natural person (including a Member) may be appointed as Manager. Julian Jarmoszko is appointed as Manager of the Company. Additional Managers may be appointed at any time by a Majority Vote of the Members and any then serving Manager or Managers.

Section 9.03 Manager's Voluntary Resignation

Subject to any contract between the Company and the Manager, any Manager may resign at any time by giving written notice to the Members. A resignation takes effect on the date the notice is received or later if specified in the resignation notice. Unless otherwise specified, the resignation need not be accepted to make the Manager's resignation effective. A Manager's resignation does not prejudice the Company's rights under any contract to which the Manager is a party on behalf of the Company.

Section 9.04 Manager's Removal

A Manager may be removed as Manager for Cause by a Majority Vote of the Interests, excluding the Manager at issue if the Manager is also a Member of the Company.

Section 9.05 Bankruptcy Not Considered an Act of Withdrawal by Manager

A Manager will not be considered to have resigned and withdrawn as Manager of the Company on the sole basis that the Manager becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding.

Section 9.06 Vacancy in the Office of Manager

If the Manager withdraws, is removed, or otherwise cannot serve as Manager for any reason, the Members shall designate a Manager to fill the vacancy by a Majority Vote within 90 days after the date the last remaining Manager stops serving. The appointed Manager will automatically have the rights, authorities, duties, and obligations of a Manager under this Agreement.

Section 9.07 Bond, Compensation, and Expenses of Manager

(a) Bond

Except to the extent required by Applicable Law, no Manager is required to furnish bond or other security in order to serve as Manager.

(b) Compensation of Manager

Notwithstanding the second sentence of the original Section 9.07 or any other provision of this Agreement:

1. No Manager or Member shall be entitled to receive any salary, guaranteed payment, management fee, promoted interest, carried interest, asset management fee, acquisition fee, disposition fee, or any other form of compensation solely by reason of being a Manager or by reason of such person's ownership percentage in the Company.
2. A Manager (including the Managing Member) may only be compensated as a bona fide employee or independent contractor for actual services rendered to the Company. Any such compensation must satisfy all of the following requirements:

- It is commercially reasonable and commensurate with industry standards for non-member employees or contractors performing substantially similar duties;
 - It is approved in advance by the unanimous written consent of all disinterested Members;
 - It is documented in a fully-executed written employment agreement or independent contractor agreement that has been unanimously approved by the disinterested Members;
 - It is reported on IRS Form W-2 or 1099-NEC as required by law; and
 - It does not violate the Rhode Island Cannabis Act or any regulation of the Cannabis Control Commission.
3. Any payment or accrual of compensation to a Manager or Member in violation of this subsection (b) shall constitute a Bad Boy Event under Section 10.14, shall trigger immediate expulsion/forfeiture rights for the non-breaching Members, and shall create a personal repayment obligation in favor of the Company for the full amount of the improper payment plus interest at the maximum legal rate.

(c) Reimbursement of Expenses

The Manager shall be entitled to reimbursement for reasonable, documented out-of-pocket costs and expenses incurred in conducting the business of the Company, provided such expenses are pre-approved in the annual Budget or otherwise unanimously approved by the Members in writing.

Section 9.08 Manager's Responsibility to File Necessary Forms

The Manager shall take all action necessary to assure prompt and timely filing of any amendments to the Articles of Organization according to this Agreement and all required state and federal tax returns, reports, and forms.

Section 9.09 No Employment Rights Conferred

Nothing in this Agreement confers upon any Manager any right to employment or continuation of employment with the Company. If a Manager is or becomes an at-will employee of the Company, nothing in this Agreement interferes in any way with the right of the Company to terminate the Manager's at-will employment at any time. Nothing in this Agreement creates any employment agreement with any Manager.

Section 9.10 Extent and Scope of Manager's Services

The Manager shall adequately promote the interest of the Company and the Members and shall commit the necessary time and effort to do so. The Manager is not required to devote full-time hours to Company business.

Section 9.11 Manager's Fiduciary Duties

This Agreement imposes fiduciary duties on the Manager to the Company Members.

Section 9.12 No Personal Liability for Capital Contributions

The Manager is not personally liable for the return of any portion of any Member's Capital Contribution. Any return of capital will only be made from available assets of the Company.

Section 9.13 RESERVED

Section 9.14 Delegation to Agents and Others

The Manager may employ agents, employees, accountants, attorneys, consultants, and other persons necessary or appropriate to carry out the business and affairs of the Company, whether or not the person or persons are Affiliates or are employed by an Affiliate.

The Manager may direct the Company to pay reasonable expenses such as fees, costs, salaries, wages, and other compensation as the Manager determines to be appropriate as a Company expense. These expenses may include payment or reimbursement for all fees, costs, and expenses incurred in the Company's formation and organization.

The Manager may delegate management functions to any corporation, partnership, limited liability company, or other entity qualified to manage the property and to conduct the business activities of the Company. Delegation of management powers does not relieve a Manager from personal liability for management decisions and operations of the Company. Any delegation of authority is to be considered in compensating a Manager for services to the Company.

Section 9.15 Manager's Agency Authority

The Manager has the authority to bind the Company in contracts and other dealings with Third Parties in the ordinary course of the Company's business. The Manager does not have the authority to bind the Company with respect to any matter outside the ordinary course of the Company's business. Except with the vote of the Members in accordance with Article Eleven, no Manager may make any representation about the Company that is likely to have a material impact on the Company's business or reputation.

Notwithstanding the foregoing or any other provision of this Agreement:

(a) Loan and Personal Guaranty Requirements

The Company shall not incur, assume, extend, renew, refinance, or guarantee any indebtedness for borrowed money (whether secured or unsecured) unless (i) the Managing Member and all Members have personally executed the loan documents and any required personal guaranties, or (ii) the incurrence of such indebtedness and the execution of any personal guaranties have been unanimously approved in writing by all Members in advance. Any indebtedness or guaranty incurred or executed in violation of this subsection shall be null and void ab initio, shall not bind the Company, and shall constitute a Bad Boy Event under Section 10.14 entitling the non-breaching Members to immediate expulsion/forfeiture remedies against the offending Member or Manager.

(b) Limitation on Unilateral Action

No Manager shall have the authority to unilaterally amend Schedule A (Schedule of Members) or any other part of this Agreement. Any such unilateral action shall be null and void and shall constitute a Bad Boy Event under Section 10.14.

Section 9.16 Third-Party Reliance

Any Third Party dealing with the Company may rely on a notarized writing signed by a Manager of the Company stating that the Manager has authority to act for the Company. No person relying in good faith upon the authority of a Manager will incur any liability to the Company for acts made in reliance upon the Manager's representations that the Manager's powers are then in effect.

ARTICLE TEN MEMBER RIGHTS AND OBLIGATIONS

Section 10.01 Limited Liability of Members

Except as required by Applicable Law, a Member's status as a Member does not obligate the Member for any debt, obligation, or liability of the Company or of other Members whether arising in contract, tort, or otherwise.

Except under **Error! Reference source not found.**, no Member will be required to contribute capital to the Company for the payment of any losses or for any other purposes. No Member will be responsible or obligated to any Third Party for any debts or liabilities of the Company in excess of the amount of:

- that Member's unpaid required Capital Contributions;
- unrecovered Capital Contributions; and
- that Member's share of any undistributed Company profits.

Section 10.02 No Right to Participate in Management

Except as expressly provided in this Agreement, no Member may participate in the management and operation of the Company's business and investment activities or bind the Company to any obligation or liability whatsoever. A Member may exercise any power authorized by the Act that a Member may exercise without being considered to be taking part in the control of the Company's business.

Section 10.03 Members' Fiduciary Duty

A Member does not have any fiduciary duty to the Company or to any other Member solely by reason of being a Member. If this Agreement expressly relieves a Manager of a responsibility that the Manager would otherwise have and imposes the responsibility on one or more Members, those Members will be treated as Manager with respect to that responsibility under Section 9.11.

Section 10.04 Member's Agency Authority

No individual Member has the right or authority to bind the Company in contracts and other dealings with Third Parties—regardless of whether the contracts and other dealings occur in the ordinary course of the Company's business—without a vote of the Members except as provided in Article Eleven. No individual Member may make any representation concerning the Company that is likely to have a material impact on the Company's business or reputation.

Section 10.05 Fiduciary Duties of the Manager

Each Manager undertakes to perform his/her/its duties, and only such duties, as are specifically set forth in this Agreement in accordance with the provisions of this Agreement, and no implied duties,

covenants or obligations shall be read into this Agreement against the Manager. Except as otherwise required by law, no Manager shall have any fiduciary duty to the Company, any Member or any other Person, and no Manager shall have any liability to the Company, any Member or any other Person based on any claim of a breach of fiduciary duty. Any claim brought against a Manager shall be indemnified by the Company.

Section 10.06 Transfer of Company Assets

A Member may not transfer legal or beneficial title to Company property except to the extent permitted by the laws of the State of Rhode Island relating to the winding up of the Company in the absence of a qualified Manager. Any Member who acts in that capacity may do so only after first submitting an affidavit of fact stating the conditions under which the Member serves. Any affidavit prepared according to this provision must be kept with the Company records.

Section 10.07 Restrictions on Withdrawal or Dissociation Rights

Dissociation means the voluntary withdrawal of a Member from the Company or involuntarily when the other members vote to expel a particular Member. A person will remain a Member as long as that person holds any Interest in the Company. As long as a Member continues to hold any Interest in the Company, the Member does not have the ability to withdraw, dissociate, or resign as a Member or receive a return of any Capital Contributions before the Company's dissolution and winding up under this Agreement and Applicable Law. A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act. A Member's withdrawal, dissociation, resignation or attempted withdrawal, dissociation, or resignation before the Company's dissolution or winding up is null and void *ab initio*.

Section 10.08 Events of Dissociation.

Other than by reason of a Member's death, disability or retirement, each of the following events shall be referred to as an "Event of Dissociation":

- (a) the Member withdraws;
- (b) the Member: (i) admits in writing its inability to pay its debts as they mature; (ii) a makes a general assignment for the benefit of creditors; (iii) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (iv) files a petition or is the subject of an involuntary petition in bankruptcy or for reorganization or for an arrangement pursuant to a bankruptcy act or insolvency; or (v) is adjudicated as bankrupt or insolvent;
- (c) a Member's or Holder's Interest or any interest therein are transferred pursuant to a divorce settlement or decree;
- (d) a Member or Holder who is also an employee or Officer of the Company, or both, is terminated for cause or breaches his/her fiduciary duty;
- (e) a Member or Holder who is also an employee or Officer of the Company, or both, ceases to be consistently and materially involved with the day-to-day operations of the Company for any reason for a period of greater than sixty (60) days in any calendar year; or
- (f) a Member or Holder transfers, pledges or sells, or attempts to transfer, pledge or sell, any of his/her Interest in violation of the terms of this Agreement.

The Member in each instance set forth in above in this Section 10.07(a) - 10.07(f) is referred to as a "Dissociated Member" and the date of the occurrence or notice of an Event of Dissociation is referred to as the "Dissociation Date." The parties intend that none of the events described above or any other similar events should cause a dissolution and winding up of the Company.

Section 10.09 Cancellation of Interest and Options.

Any transfer sale, assignment, transfer, pledge, hypothecation, mortgage or disposition of any Interest resulting from or upon an Event of Dissociation shall be void ab initio and of no effect and shall not be recognized by the Company as transferring all or any portion of the Interest(s) of such Dissociated Member. Notwithstanding any other provision to the contrary, any unvested Interest, additional grants or options to acquire any Interest or any interest therein or right thereto of the relevant Member are forfeited and shall automatically be null and void.

Section 10.10 Effect of an Event of Dissociation.

(a) Upon the occurrence of an Event of Dissociation: (i) the Dissociated Member's right to vote, receive information concerning the Company's affairs and inspect the Company's books and records will immediately terminate and (ii) all Interest held by or in the name of the Dissociated Member will automatically convert into an equal number of Nonvoting Interest and the Dissociated Member shall automatically cease to be a Member and become an Assignee, entitled to receive distributions, if any, to which the Dissociated Member would have been entitled as of the Dissociation Date when, if, as and in the form made to Members as determined by Majority Vote.

(b) The Dissociated Member will have no automatic right to any return of his/her capital or redemption of his/her Interest unless the Company affirmatively elects by Majority Vote, in its sole and absolute discretion, to return capital to or redeem the Interest of a Dissociated Member. The effect of such Dissociation on the remaining Members will be to increase their percentage Interest, and their respective proportionate share of the Company's future earnings, losses and distributions. The reduction in the outstanding Dissociated Member's Interest will also increase the relative voting power of remaining Members.

Section 10.11 Disability or Retirement of a Member

Immediately upon the disability or retirement of a Member, without any additional action, all Interests held by or in the name of such Member automatically convert into an equal number of Nonvoting Interests. Promptly following the date of such disability or retirement of a Member but in any event within sixty (60) days of such date, the Company shall redeem, and the Disabled Member or Retired Member shall be obligated to sell to the Company, all but not less than all of the Disabled Member's or Retired Member's Interest to the Company. For purposes of this Agreement, "disability" means an individual is unable to engage in any substantial activity by reason of any medically determinable physical or mental impairment for a period of six (6) consecutive months in any 12-month period or a court of competent jurisdiction adjudges the Member to be incompetent to manage its person or property (a "Disabled Member"); and "retirement" means an individual voluntarily, without cause, stops working for or to be employed full-time by the Company (a "Retired Member").

Section 10.12 Company Continues after a Member's Death

A Member's death will not cause the Company to dissolve. If a Member dies, the remaining Member or Members will continue the Company and its business. The deceased Member's Interest shall be converted to a Non-Voting economic Interest only.

Section 10.13 No Partition Rights

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

Section 10.14 Member Expulsion

A Member shall be immediately expelled and must divest all ownership interest upon the occurrence of any "Bad Boy Event," which includes but is not limited to: (i) Conviction of a felony involving moral turpitude; (ii) Any act or omission that causes or could cause revocation, suspension, or non-renewal of the Cannabis License; (iii) Fraud, gross negligence, willful misconduct (iv) Violation of Sections 8.01(e) or 9.07(f); (v) Failure to cooperate with any Commission investigation

A Member may only be expelled on the unanimous consent of all Members, excluding the Member to be expelled. If a Member to be expelled is a Manager, the Member must first be removed as a Manager under Section 9.04. An expelled Member loses all rights as a Member of the Company, and the forfeited Interest shall be redistributed pro rata to remaining Members.

Section 10.15 Cannabis Regulatory Compliance

(a) Each Member covenants to remain in continuous compliance with the suitability standards of the Rhode Island Cannabis Act and Commission regulations.

(b) No Transfer of any Interest shall be effective without prior written approval of the Commission where required.

(c) Within five (5) business days of any Member becoming aware of any potential Change in Ownership or Control or Disqualifying Event, such Member shall notify the Company and all Members, and the Company shall file all required notifications with the Commission.

(d) Inspection and Security Requirements The Company and all Members consent to inspections by the Commission or designated personnel to enforce compliance with Applicable Law, including pre-license and post-license inspections under 560-RICR-10-10-1.4. The Company shall implement and maintain security measures as directed by the Commission, including any changes to facility security or operations.

(e) Labor Peace Agreements and Employee Requirements The Company shall enter into and abide by a labor peace agreement with a bona fide labor organization as mandated by 560-RICR-10-10-1.4. All key persons, agents, employees, and volunteers shall obtain commercial cannabis identification cards, and the Company shall conduct required background checks.

RICR-10-10-1.4. All key persons, agents, employees, and volunteers shall obtain commercial cannabis identification cards, and the Company shall conduct required background checks.

(f) Immunity and Legal Protections The Company, its Members, and employees are protected from arrest, prosecution, and penalties for lawful activities in accordance with the Cannabis Act and Commission regulations, as provided in R.I. Gen. Laws § 21-28.11-10.2. This immunity does not extend to violations of Applicable Law.

ARTICLE ELEVEN MEMBER VOTING AND VOTING RIGHTS

Section 11.01 Voting Rights

Each Member has the right to vote the holder's proportionate Interest in the Company regarding all matters that all Members have a right to vote under this Agreement or by Applicable Law.

Example: A Member that holds 35.5% of all of the Interests entitled to vote on a matter will have 35.5 votes out of 100 votes that may be cast on that matter.

Section 11.02 Matters on Which Members Must Vote

The Manager may not take any of the following actions without approval by the Manager and a Majority Vote (or greater vote if required by this Agreement or Applicable Law) of the Members:

- appointing a Manager, subject to the provisions of Section 9.02;
- removing a Manager, subject to the provisions of Section 9.04;
- electing a successor Manager, subject to the provisions of Section 9.06;
- amending this Agreement; and
- any matter requiring the vote of the Members under any mandatory provision of Applicable Law.

The Members may call or hold any meeting of the Members, provide notice of the meeting, form a quorum for the meeting, or take any action by vote at a meeting or by written consent without a meeting, in all cases to take any action or conduct any business permitted by this Section.

Assignees may not vote.

Section 11.03 Approval or Consent of Members

Unless provided otherwise by this Agreement or Applicable Law, any action of the Members requires a Majority Vote of the Members in favor of the action.

Section 11.04 Members Who Are under Court Orders

The vote, consent, or participation of any Member under any kind of court order charging, restraining, prohibiting, or in any way preventing any Member from participating in Company matters is not required in order to obtain the necessary percentage vote or consent or participation for the Company to act upon any proposed action.

Section 11.05 Voting by Proxy

The Members may appoint a proxy to vote or otherwise act for the Members under a written appointment form signed by the Members or the person's attorney in fact. A proxy appointment is effective when received by the secretary or other officer or agent of the Company authorized to tabulate votes. A fiduciary's general proxy is given the same effect as the general proxy of any other Members. A proxy appointment is valid for 11 months unless otherwise specifically stated in the appointment form, or unless the authorization is revoked by the Member who issued the proxy.

ARTICLE TWELVE MEMBER MEETINGS AND NOTICE

Section 12.01 Member Meetings

The Members may designate when and where they meet. Member meetings may be held at the Company's principal office or any other place (either within or outside the State of Rhode Island) the Members determine from time to time.

Section 12.02 Special Meetings

Special meetings of the Members must be called by Majority Vote of the Members. Special meetings of the Members require notice to be delivered to the Members according to this Agreement. Any shorter notice period must be approved by all the Members. Any Member may waive this notice as to himself or herself.

Section 12.03 Meeting Notice

The Manager shall deliver notice to each Member of record entitled to vote at the meeting at the address in the Company records at least two but no more than 30 days before the meeting date. The notice must state the date, time, and place of any meeting of the Members and a description of the meeting's purpose.

Section 12.04 Waiving Meeting Notice

A Member may waive notice of any meeting before or after the meeting's date and time stated in the notice by delivering a signed waiver to the Company to include in the minutes. If a Member attends any meeting in person or by proxy, the Member waives objection to lack of notice or to defective notice of the meeting unless the Member objects to holding the meeting or transacting business at the meeting. The Member waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

Section 12.05 Action by Written Consent

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all the Members entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken. These consents, in the aggregate, must be signed by all of the Members entitled to vote on the action and delivered to the Company to be included in the minutes. This consent has the same force and effect as a vote at a

meeting with a quorum present and may be stated as such in any document or instrument filed with the Rhode Island Secretary of State.

Section 12.06 Quorum

For any meeting of the Members, a quorum requires the presence of Members holding at least two-thirds of the Interests entitled to vote at the meeting. Any time the Members are conducting business at a meeting of the Members, a quorum of the Members must be present. If a quorum is not present at any meeting of the Members, the Members present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 12.07 Presence

Any Member may participate in any meeting using any means of communication by which all Members participating may simultaneously hear each other during the meeting. Any Member participating in this way is considered present in person at the meeting.

Section 12.08 Conduct of Meetings

At any meeting of the Members, the Members shall appoint a natural person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting, to be kept with the Company records.

ARTICLE THIRTEEN BOOKS, RECORDS, AND BANK ACCOUNTS

Section 13.01 Books and Records

The Manager shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Manager determines. The Manager shall keep the following records:

- a current list of the full names and last known addresses of each past and present Manager and Member;
- a copy of the Articles of Organization (and any amendments) and copies of any powers of attorney under which any certificate has been signed;
- copies of the Company's federal, state, and local income tax returns and any reports for the three most recent Taxable Years, if required;
- copies of this Agreement (and any amendments);
- copies of any financial statements of the Company for the three most recent Taxable Years; and
- any other documents required by Applicable Law.

Section 13.02 Accounting and Taxable Year

The Manager shall keep books of account consistent with any method authorized or required by the Code and as determined by the Manager. The Manager shall close and balance the books at the end of each Taxable Year. The Members may choose any period authorized or required by the Code for the Company's Taxable Year.

Section 13.03 Reports

Within a reasonable time after each Taxable Year ends, the Manager shall provide the information required to prepare and file individual tax returns to all Members. The Manager shall prepare these financial statements at the Company's expense.

Section 13.04 Member Inspection Rights

Upon reasonable notice from each Member, the Company shall—and shall cause its Manager, officers, and employees to—provide reasonable access to each Member and its Legal Representatives to Company Information during normal business hours. *Company Information* is the information accessible to the Member and its Legal Representatives by exercising the inspection right to examine and make copies of the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Manager.

Section 13.05 Other Information

The Company and each Manager shall provide to each other Manager—without demand—any information concerning the Company's activities, financial conditions, or other circumstances that the Company knows is material to the proper exercise of the Manager's rights and duties under the Agreement or the Act. Neither the Company nor any Manager is responsible for failure to provide this information if the Company or Manager reasonably believes that the Manager in question already knows the information.

Whenever the Act or this Agreement requires or allows a Member to give or withhold consent to a matter, the Company shall, without demand, provide the Member with all information that is known to the Company and is material to the Member's decision before the consent is given or withheld.

Section 13.06 Budget and Mandatory Cannabis Operating Procedures

(a) Annual Budget

No later than thirty (30) days before the beginning of each Taxable Year, the Manager shall prepare and submit to the Members for their review and unanimous approval a detailed Budget for the upcoming Taxable Year. The Budget shall include, at a minimum, projected capital and operating expenses, cash-flow projections, covenant compliance calculations for all outstanding and projected indebtedness, profit-and-loss projections, inventory and staffing plans, and any anticipated capital expenditures. The Company shall use commercially reasonable efforts to operate in all material respects in accordance with the approved Budget.

(b) Mandatory Cannabis Standard Operating Procedures

The Company shall at all times maintain, implement, and strictly adhere to comprehensive written standard operating procedures (SOPs) that fully comply with R.I. Gen. Laws § 21-28.11-10.1, 560-RICR-10-10-1 et seq., and all other Applicable Law. Such SOPs shall, without limitation, govern:

- (i) inventory tracking and seed-to-sale reporting;
- (ii) product testing and quality assurance;
- (iii) advertising, marketing, and branding restrictions;

- (iv) separate adult-use and medical marijuana service lines (including patient confidentiality and priority service requirements);
 - (v) security, surveillance, and access control;
 - (vi) waste disposal and diversion prevention;
 - (vii) recall procedures; and
 - (viii) all other operational requirements imposed by the Cannabis Control Commission.
- (c) Responsible Individual

The Manager shall designate, and the Members shall unanimously approve, a qualified individual who shall be personally responsible for ensuring day-to-day compliance with medical marijuana program service levels and all other patient-related obligations under the Rhode Island Cannabis Act.

(d) Annual Review and Updates

The SOPs and the designated responsible individual shall be reviewed at least annually (and more frequently if required by the Commission) and shall be promptly updated to reflect any changes in Applicable Law or Commission guidance. Copies of the current SOPs and the identity of the responsible individual shall be maintained at the Company's principal office and provided to the Commission upon request.

(e) Violation

Failure to maintain, implement, or adhere to the requirements of this Section 13.06 shall constitute a Bad Boy Event under Section 10.14.

This is the complete, final text of Section 13.06 incorporating both the original Budget language and the mandatory cannabis-specific operating procedures required by Rhode Island law.

Section 13.07 Bank Accounts and Company Funds

The Manager shall deposit all cash receipts in the Company's depository accounts. All accounts used by or on behalf of the Company are the Company's property, and will be received, held, and disbursed by the Manager for the purposes specified in this Agreement. The Manager may not commingle Company funds with any other funds.

ARTICLE FOURTEEN COVENANTS, REPRESENTATIONS, AND WARRANTIES

Section 14.01 Member Representations, Warranties, and Acknowledgements

By signing and delivering this Agreement or a Member Joinder, each Member, whether admitted as of this date or under Section 16.07, represents and warrants to the Company and acknowledges the following.

(a) No Fraudulent Transfer

The Member is not entering into this Agreement with the actual or constructive intent to hinder, delay, or defraud its present or future creditors and is receiving reasonably equivalent value and fair consideration for the Member's Capital Contribution.

(b) Clear Title to Capital Contribution

The Member's Capital Contribution has been contributed, transferred, assigned, and conveyed to the Company free and clear of any liens or other obligations other than those existing on this date and disclosed in writing to the Members.

(c) No Securities Registration

The Member's Interest has 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 they are subsequently registered or exempted from registration under the Securities Act and the provisions of this Agreement have been complied with.

(d) Limited Transferability

The transferability of the Member's Interest is severely limited.

(e) Adverse Impact on Fair Market Value

Some of the restrictions inherent in this form of business and specifically set forth in this Agreement may have an adverse impact on the Fair Market Value of the Interests if a Member attempts to sell or borrow against the Member's Interest.

(f) No Reporting Requirements

The Company will not be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and will not file reports, proxy statements, or other information with the Securities and Exchange Commission or with any state securities commission.

(g) Acquisition for Own Use

The Member's Interest is being acquired for its own account solely for investment and not with a view to resell or distribute the Interest.

(h) No Reliance on Member Representations

The Member's decision to acquire Interest has been made by the Member independent of any other Member and independent of any statements or opinions as to the advisability of the purchase or as to the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Company that may have been made or given by any other Member or by any agent or employee of any other Member.

(i) Experience in Financial and Business Matters

The Member has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and of making an informed decision.

(j) Economic and Financial Risk

The Member bears the economic risk of investment for an indefinite period as the Interests are not registered under the Securities Act or any state securities laws and cannot be offered or sold unless subsequently registered or unless an exemption from registration is available.

(k) Due Authorization

If this Agreement is executed or joined in on behalf of a partnership, trust, corporation or other entity, the person signing or joining this agreement on behalf of the Member has been duly authorized to sign and deliver this Agreement and all other documents and instruments signed

and delivered on behalf of the Member in connection with this Agreement and to consummate the transactions contemplated by this Agreement.

(l) No Legal Violations

The Member's signing, delivery, and performance of this Agreement does not contravene or result in a default in any material respect under any law or regulation applicable to the Member.

(m) No Conflicts

The signing and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement will not, violate any material contractual restriction or commitment of any kind or character to which the Member is a party or by which the Member is bound.

(n) No Required Consents

The signing, delivery, and performance of this Agreement does not require the Member to obtain any consent or approval that has not already been obtained.

(o) Binding Agreement

This Agreement is valid, binding, and enforceable against the 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.

(p) No Guarantee of Employment

Neither the issuance of any Interest to any Member nor any provision in this Agreement entitle the Member to remain in the employment of the Company or affect the right of the Company to terminate the Member's employment at any time for any reason, other than as otherwise provided in any employment agreement or other similar agreement between the Member and the Company.

These representations, warranties, and acknowledgments do not replace, diminish, or otherwise adversely affect any Member's representations and warranties made by it in any agreement by any Member to join or otherwise acquire an interest in the Company, as applicable.

Section 14.02 Breach by Members or Assignees

Any Member or Assignee who breaches this Agreement is liable to the Company for damages caused by the breach, including attorney's fees and litigation expenses. The Company may offset damages against any distributions or return of capital to the breaching Member or Assignee.

Any one of the following actions by a Member or Assignee while holding any Interest in the Company is a breach of this Agreement:

- attempting to withdraw from the Company;
- interfering in the management of the Company's affairs;
- engaging in conduct that discredits the Company;
- owning an Interest that becomes subject to a charging order, attachment, garnishment, or similar legal proceeding;
- bringing any legal action against the Company to force any distribution of assets or to appoint a receiver;

bringing any legal action against the Company to force the dissolution of the Company on grounds other than:

- the conduct of substantially all of the activities of the Company is unlawful,
- conducting the Company's activity in conformity with the Articles of Organization and this Agreement is not reasonably practicable,
- the Manager has acted, is acting, or will act illegally or fraudulently,
- the Manager has acted or is acting oppressively or harmfully toward the Member.

Section 14.03 Modification for Legal Events

If any court of competent jurisdiction determines that any provision or any part of a provision set forth in Article Fourteen is unenforceable because of its duration or geographic scope, the court has the power to modify the unenforceable provision instead of severing it from this Agreement in its entirety. The modification may be by rewriting the offending provision, by deleting all or a portion of the offending provision, by adding additional language to Article Fourteen, or by making other modifications as it determines necessary to carry out the parties' intent to the maximum extent permitted by Applicable Law. The parties expressly agree that this Agreement as modified by the court is binding upon and enforceable against each of them.

ARTICLE FIFTEEN PREEMPTIVE RIGHTS

Section 15.01 Issuing New Securities

The Company grants to each Member (each a *Preemptive Member*) the right to purchase the Preemptive Member's *pro rata* portion of any New Securities that the Company may from time to time propose to issue or sell to any party.

Section 15.02 New Securities Definition

New Securities means any authorized but unissued Interests. Neither the term *New Preferred Securities* nor the term *New Common Securities* includes Interests issued or sold by the Company in connection with:

- the conversion or exchange of any securities of the Company into Interests, or exercising any warrants or other rights to acquire Interests;
- any acquisition by the Company of any person's equity interests, assets, properties, or business;
- any merger, consolidation, or other business combination involving the Company;
- any transaction or series of related transactions involving a Control Change;
- any subdivision of Interests (by a split of Interests or otherwise), payment of distributions, or any similar recapitalization;
- any private placement of warrants to purchase Interests to lenders or other institutional investors (excluding Members) in any arm's length transaction in which the lenders or investors provide debt financing to the Company;
- a joint venture, strategic alliance, or other commercial relationship with any person, including persons that are customers, suppliers, and strategic partners of the Company, relating to the Company's business operations and not for the primary purpose of raising equity capital; or

any office lease, equipment lease, or similar equipment-financing transaction in which the Company obtains office space or equipment for its business.

Section 15.03 New Securities Issuance Notice

The Company shall notify the Preemptive Members in writing of any proposed issuance or sale described in Section 15.01 (*New Securities Issuance Notice*) within five (5) business days after the issuance or sale is approved by the Manager. A New Securities Issuance Notice must be accompanied by a written offer from any prospective purchaser seeking to purchase New Securities and must set forth the material terms of the proposed issuance or sale, including:

- the number and description of the New Securities proposed to be issued and the percentage of the Company's then outstanding Interests (both in the aggregate and with respect to each class or series of Interests proposed to be issued) that the issuance would represent;
- the proposed issuance date, which must be at least 20 business days from the New Securities Issuance Notice date;
- the proposed purchase price of the New Securities; and
- if the consideration to be paid by the prospective purchaser includes noncash consideration, the Manager's good-faith determination of the noncash consideration's Fair Market Value.

The New Securities Issuance Notice must also be accompanied by a current copy of the Schedule of Members indicating each Member's percentage of Interest in a way that enables each Member to calculate its *pro rata* portion of New Securities.

Section 15.04 Exercising Preemptive Rights

For 10 business days after receiving a New Securities Issuance Notice (*New Securities Exercise Period*), each Preemptive Member has the right to irrevocably elect to purchase its *pro rata* portion of any New Securities at the purchase prices stated in the New Securities Issuance Notice. The Preemptive Member must deliver a written notice to the Company specifying the number (including zero) of New Securities it wants to purchase.

A notice delivered under this Section is a binding and irrevocable offer to purchase the New Securities described in the notice. A Preemptive Member's failure to deliver the notice required by this Section by the end of the New Securities Exercise Period waives the Preemptive Member's right to purchase the New Securities described in the New Securities Issuance Notice, but does not affect the Preemptive Member's rights to purchase New Securities in the future.

Section 15.05 Over-Allotment

No later than five (5) business days after the New Securities Exercise Period expires, the Company shall notify each Preemptive Member in writing of the number of New Securities that each Preemptive Member has agreed to purchase, including zero. Within five business days of receiving the notice, each Preemptive Member exercising its right to purchase New Securities (*Exercising Member*) has an over-allotment period during which the Exercising Member may purchase a *pro rata* portion of any New Securities that any other Preemptive Member (*Non-Exercising Member*) has not exercised its right to purchase. Each Exercising Member may elect to purchase its *pro rata* portion of a Non-Exercising Member's allotment by giving written notice to the Company within the over-allotment period.

Section 15.06 Closing on New Securities

After the New Securities Exercise Period and, if applicable, the Over-Allotment Exercise Period expires, the Company may issue or sell any New Securities that the Exercising Members have elected to purchase to the Exercising Members. The Company may issue or sell and any remaining New Securities described in the New Securities Issuance Notice to the prospective purchaser on terms that are no less favorable to the Company than those set forth in the New Securities Issuance Notice, except that the Company may reduce the amount of New Securities to be issued or sold.

The issuance or sale to any Exercising Member must close concurrently with the issuance or sale to any prospective purchaser as described in the New Securities Issuance Notice. The issuance or sale must close within 20 business days after the New Securities Exercise Period and, if applicable, the Over-Allotment Exercise Period expires (subject to a reasonable extension not to exceed 40 business days if necessary to obtain any third-party approvals) at a price that is at least equal to the purchase price in the New Securities Issuance Notice. If the Company does not sell the New Securities within this time, the Company must first reoffer any New Securities to the Members in accordance with this Article before issuing or selling to any other prospective purchaser.

Upon the issuance or sale of any New Securities, the Company shall deliver the New Securities free and clear of any liens other than those arising under this Operating Agreement and those attributable to the actions of the Exercising Member or other purchaser. Each party to the purchase and sale of New Securities shall take all reasonably necessary actions to consummate the purchase and sale including entering into additional necessary or appropriate agreements.

ARTICLE SIXTEEN TRANSFER OF INTERESTS

Section 16.01 Transferability of Interests

(a) Absolute Prohibition on Transfer Without Strict Compliance

No Member may sell, assign, transfer, pledge, encumber, gift, or otherwise dispose of (voluntarily or involuntarily, by operation of law or otherwise) all or any portion of its Interest (a "Transfer") unless and until every requirement of this Article Sixteen, Article Seventeen, and this Section 16.01 is fully satisfied. Any attempted Transfer that fails to satisfy every such requirement shall be null and void ab initio and shall not be recognized by the Company or any Member.

(b) Lock-Up Period and Voting Thresholds

1. Subsequent Voting Rules (a) During the first twelve (12) months following the effective date of this Agreement (the "Lock-Up Period"), no Member may sell, assign, transfer, pledge, encumber, gift, or otherwise dispose of (voluntarily or involuntarily) all or any portion of its Interest under any circumstances without the prior written consent of Members holding at least a Majority Vote (as defined in Section 11.01). Any attempted Transfer during the Lock-Up Period that does not receive such Majority Vote consent shall be null and void ab initio.
2. After expiration of the Lock-Up Period, any Transfer of any Interest shall require the prior written consent of Members holding at least a Majority Vote. For the avoidance of doubt, after the Lock-Up Period, Julian Jarmosko [REDACTED] together with either Joe Lennon

██████████ or Matthew Storti ██████████ can block any Transfer, and Joe Lennon together with Matthew Storti ██████████ cannot force a Transfer without Julian Jarmoszko's consent.

3. Any violation of this Section 16.01(b) shall constitute a Bad Boy Event under Section 10.14.

(c) Mandatory Conditions for Any Transfer (Client Requirement #1 – Extremely Tight Transfer Restrictions)

No Transfer of any Interest (regardless of size or percentage) shall be permitted, recognized, or effective unless and until ALL of the following conditions are satisfied:

Right of First Refusal under Article Seventeen has been fully complied with and either exercised or irrevocably waived in writing by all non-transferring Members;

100% of the remaining Members (excluding the transferring Member) have given their prior written unanimous consent to both (i) the specific Transfer and (ii) the admission of the proposed transferee as a substituted Member;

The proposed Transfer will not constitute or trigger a Change in Ownership or Control requiring prior approval of the Cannabis Control Commission; or, if it does, the Commission has given its prior written approval;

The proposed transferee has executed and delivered a Member Joinder and any other documents required by the Commission;

The transferring Member and the proposed transferee have delivered opinions of counsel satisfactory to the Company that the Transfer complies with the Securities Act, the Rhode Island Cannabis Act, and all other Applicable Law;

The transferring Member has paid or reimbursed the Company for all costs and expenses (including attorneys' fees) incurred in connection with the proposed Transfer; and

The Transfer will not cause the Company to be treated as a publicly traded partnership or otherwise jeopardize its partnership tax classification.

(d) Manager Consent Insufficient

For the avoidance of doubt, consent of the Manager alone is insufficient to permit any Transfer. Unanimous consent of the remaining Members is required in all cases.

(e) Violation Constitutes Bad Boy Event

Any attempted Transfer in violation of this Section 16.01 shall constitute a Bad Boy Event under Section 10.14, entitling the non-breaching Members to immediate expulsion/forfeiture of the offending Member's entire Interest without compensation.

(f) Permitted Transfers Extremely Limited

Transfers to revocable living trusts or wholly-owned entities for estate-planning purposes may be considered only with the unanimous written consent of the remaining Members and prior Commission approval (where required). No other "Permitted Transfers" shall exist.

(g) Charging Orders and Creditor Rights

The sole and exclusive remedy of any creditor of a Member shall be a charging order under the Act. No creditor shall have the right to become a Member or exercise any voting or management rights.

Section 16.02 Membership Interest Agreements Among Members Permitted

Notwithstanding any other provision of this Agreement, the Members are expressly authorized and encouraged to enter into one or more separate written agreements among themselves (each, a "Membership Interest Agreement") governing the disposition, purchase, sale, transfer, voting, or other arrangements concerning their respective Interests, including but not limited to buy-sell agreements, cross-purchase agreements, redemption agreements, voting agreements, option agreements, rights of first refusal, rights of first offer, drag-along rights, tag-along rights, or any other similar arrangements.

Any such Membership Interest Agreement shall be fully valid, binding, and enforceable among the Members who are parties thereto, provided that:

- (a) the Membership Interest Agreement is in writing and signed by all Members who are parties to it;
- (b) the Membership Interest Agreement expressly acknowledges and agrees that any actual Transfer of an Interest pursuant thereto shall remain subject to, and shall not be effective unless and until, full compliance with Section 16.01A (Lock-Up Period and voting thresholds), all other provisions of Article Sixteen, Article Seventeen (Right of First Refusal), the unanimous or majority consent requirements contained herein, and all applicable requirements of the Rhode Island Cannabis Act and Cannabis Control Commission (including any required prior approval of a Change in Ownership or Control); and
- (c) a fully executed copy of the Membership Interest Agreement is delivered to the Company and maintained with the Company's records.

Nothing in this Agreement shall prohibit, restrict, or impair the enforceability of any Membership Interest Agreement that satisfies the foregoing conditions. The Company and all Members who are not parties to a particular Membership Interest Agreement shall have no liability or obligation with respect thereto, except to recognize Transfers that fully comply with this Operating Agreement and Applicable Law.

Section 16.03 Restriction to Preserve Code Section 6221(b) Election

Despite the foregoing or anything else in this Agreement, the Company may not approve—and each Member agrees that it will not directly or indirectly make—any transfer or addition of an Additional Member that would cause the Company to fail to meet the requirements for eligibility to elect out of partnership-level tax treatment under Code Section 6221(b). Under these requirements, each of the Members of the Company must be an individual, a C corporation, any foreign entity that would be treated as a C corporation were it domestic, an S corporation, or an estate of a deceased Member. The Company must not be required to furnish more than 100 statements under Code Section 6031(b) with respect to its Members.

Section 16.04 Securities Restriction

Despite the foregoing or anything else in this Agreement, the Company may not approve—and each Member agrees that it will not directly or indirectly make—any transfer or addition of an Additional Member except as permitted under the Securities Act and other applicable federal or state securities or blue-sky laws. The Company may condition a transfer of Interest on receipt of an opinion of counsel in form and substance satisfactory to the Company to the effect that the transfer may be made without registration under the Securities Act.

Section 16.05 Transferee Treated as an Assignee until Admitted as an Additional Member

The transferee of an Interest will hold the interest only as an Assignee until the transferee satisfies all the requirements of Section 16.07 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 16.06.

Section 16.06 Assignee's Rights, Limitations, and Obligations

An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually distributed by the Company in respect to the assigned Interest. Other limitations on Assignees' rights include:

- access only to the Company records and information specifically authorized for the Assignees under the Act;
- no right to vote in any Company matters; and
- no other legal or economic rights.

Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member, including the obligation to make Capital Contributions as provided in **Error! Reference source not found.** If an Assignee fails to fulfill any monetary obligation imposed on Members under this Agreement, including the obligation to make Capital Contributions as provided in **Error! Reference source not found.**, then despite any other provisions of this Agreement, any amount that otherwise would be paid or distributed to the Assignee under Article Eight or Article Twenty will not be paid to the Assignee. Instead, the amount will be paid or otherwise applied on the Assignee's behalf to any monetary obligation of the Assignee that has not been paid or deemed paid.

Section 16.07 Requirements to Become an Additional Member

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member until all of the conditions, consents, and procedures in this Section have been fully satisfied.

(a) Approval by the Manager

An Additional Member may only be added with the unanimous written consent of the Manager.

(b) Satisfaction of Preemptive Rights

If a person seeks to acquire an Interest in connection with the Company's issuance of new Interests, that person will not be admitted as an Additional Member until all requirements of Article Fifteen are satisfied in connection with the issuance of new Interests.

(c) Compliance with Buy-Sell Provisions

If a person seeks to acquire an Interest in connection with a Member's transfer of Interest, that person will not be admitted as an Additional Member until all requirements of the buy-sell agreement and Article Seventeen are satisfied in connection with the transfer of Interest.

(d) Certain Legal Assurances

If required by the Manager, the prospective Additional Member must provide evidence satisfactory to the Manager that admission of the prospective Member will not violate any applicable securities law, cause a termination of the Company under applicable provisions of the Code, or alter the status of any tax election made by the Company.

(e) Transfer Instruments

If a prospective Additional Member is acquiring an Interest in connection with a Member's transfer of Interest, the assigning Member and the Assignee shall sign, acknowledge, and deliver instruments of transfer and assignments to the Company, in the form and substance satisfactory to the Company.

(f) Executing All Other Agreements

The prospective Additional Member must sign all other agreements and instruments requested by the Manager. These instruments include a Member Joinder or other written acceptance and adoption by the Assignee of this Agreement, together with the Assignee's signing, acknowledgment, and delivery of a power of attorney to the Manager with the content specified in Section 24.06.

(g) Reasonable Transfer Fee

An Assignee may be required to pay any professional fees incurred in obtaining opinions or valuations and a reasonable transfer fee to the Company. The Manager may establish the transfer fee amount on a case-by-case basis.

Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

Section 16.08 Additional Member's Effective Admission Date

The effective date of an Additional Member's admission is the date on which the Members and the Manager accept the Assignee as an Additional Member under this Agreement and the requirements of Section 16.07 are satisfied.

Section 16.09 Amending Operating Agreement and Articles of Organization

If required by Applicable Law, upon the admission of an Additional Member, the Manager may amend the Operating Agreement, the Articles of Organization, or both to reflect any substitution or addition of the Additional Member. The Company may assess any associated fees, costs, or other expenses associated with that Additional Member.

Section 16.10 Voting Rights of Transferred Interests

A Member who transfers an Interest to an Assignee will continue to hold all voting rights associated with the assigned Interest until the Assignee of the transferred Interest satisfies all of the requirements to become an Additional Member under Section 16.07.

If an Assignee acquires an Interest due to the death of a Member, the voting rights associated with the transferred Interest will be suspended and disregarded for purposes of calculating votes until

the Assignee of the transferred Interest satisfies all of the requirements to become an Additional Member under Section 16.07.

Section 16.11 Effect of Improper Transfer

Any attempted transfer of an Interest or the admission of an Additional Member in violation of this Article, the buy-sell agreement, and Article Seventeen is null and void *ab initio*. No such transfer or admission may be recorded on the Company's books and the purported transferee or Member in any such transfer will not be treated (and, in the case of a transfer, the purported transferor will continue to be treated) as the owner of such Interest for all purposes of this Agreement. If the ownership of Interest is in doubt, or if there is reasonable doubt as to who may receive a distribution attributable to an Interest, the Manager may accumulate the amounts to be distributed until this issue is finally determined and resolved. The Manager shall credit any accumulated amounts to the Capital Account associated with the Interests.

Section 16.12 Company's Unilateral Purchase Option for Interests Acquired without Consent

The Company has the unilateral option to purchase any Interest acquired by any transferee or Assignee under the circumstances described in Subsection (a) on the terms described in Subsection (b).

(a) Circumstances Triggering Purchase Option

Any of the following circumstances will trigger the Company's unilateral right to purchase an Assignee's Interest. Collectively, these events are referred to as *triggering events*.

(1) Unpermitted Transfer

The Interest of a deceased Member passes to any person other than as permitted under Section 16.01.

(2) Court-Ordered Transfer

Any individual, entity, organization, or agency obtains a Member's Interest, whether inclusive or exclusive of voting rights, because of:

- any valid court order that the Company is required by Applicable Law to recognize;
- being subject to a lawful charging order by a court of competent jurisdiction;
- a levy, voluntary or involuntary bankruptcy proceeding, or other transfer of an Interest, with voting rights, that the Company has not approved but that the Company is required by Applicable Law to recognize; or
- any decree of divorce or equitable division of property that transfers an Interest in the Company.

If the Company's unilateral purchase option is exercised, the Company shall purchase the affected Interest of the transferee for the Fair Market Value of the Interest, valued as the Interest of an Assignee.

If the Interest is transferred subject to a divorce decree or equitable division of property, the Company's unilateral option as to the transferred Interest will be suspended for a period of 90 days. During the 90-day suspension, the divorcing Member will have all of the rights of the Company in this Section. If the divorcing Member fails to initiate exercise of the option within the 90-day period, the Company's unilateral option right will be restored.

(b) Purchase Option Terms

If the Company elects to exercise its unilateral purchase option, the following terms will apply to the transaction.

(1) Written Notice of Intent to Purchase

The Company must provide written notice to the Assignee or transferee that the Company intends to purchase the Interest within 90 days of the triggering event. If the Company does not provide written notice within 90 days of the triggering event, the Company's unilateral purchase option lapses.

(2) Exercising Option and Valuation Date

If the Company provides written notice of its intent to exercise its purchase option, the Company may exercise the option within 180 days from the first day of the month following the month in which the Company provided the notice. The valuation date for the Interest to be purchased will be the first day of the month following the month in which notice is delivered.

(3) Written Appraisal Requirement

Unless the Company and the transferee or Assignee agree otherwise, the Fair Market Value of any interest subject to the Company's purchase option will be determined by Qualified Appraisal performed by a Qualified Appraiser selected by the Company. The Qualified Appraiser must be qualified to perform business appraisals and to value limited liability company or partnership interests.

(4) Acceptance or Rejection of Valuation

If the transferee or Assignee objects to the Qualified Appraiser's valuation report, the transferee or Assignee must deliver written notice of the objection to the Manager within 30 days from the date the transferee or Assignee is provided with written notice of the valuation report and, upon receipt of such notice, closing of the sale will be postponed for a reasonable time until the valuation of the Interest is resolved. If the transferee or Assignee does not object in writing within the required period, the report will be considered accepted as written.

(5) No Voting Rights during Purchase Option Period

Until the closing, the transferee or Assignee will not be allowed to exercise any vote attributable to the Interest that is subject to the purchase option. The transferee or Assignee will be entitled to all items of income, deduction, gain, or loss from the Interest. The transferee of the Interest will be an Assignee unless all conditions have been satisfied for the transferee to become an Additional Member as described in Section 16.07.

(6) Closing Location and Date

Closing of any sale under this Section will occur at the principal office of the Company within 45 days of the date on which the valuation report is accepted by the transferee or Assignee or the date on which the valuation of the Interest is otherwise resolved.

(7) Payment Terms

In order to prevent unduly burdening the Company's resources, the Company may unilaterally elect to pay any purchase-money obligation in 30 equal annual installments. If the remaining term of the Company is less than 30 years, the Company may make equal annual installments over the remaining term of the Company. Interest on any unpaid

principal amount will be the rate of interest identified as the *prime rate* by the *Wall Street Journal* in its "Money Rates" column (or, if two or more rates are reported as the prime rate, the average of the two or more) determined as of the closing date. At the option of the Company, this may be adjusted annually as of the first day of each Taxable Year.

In determining whether the remaining term of the Company is less than 30 years, the Company may assume that any option to extend the Company term will be exercised by the Members. If the option to continue is not exercised, the balance will become due immediately upon the Company's dissolution.

The first installment of principal and interest will be due on the first day of the Taxable Year following the closing date. Subsequent annual installments will be due on the first day of each subsequent Taxable Year until the entire obligation is fully paid. The Company may prepay any part of any purchase-money obligation at any time without premium or penalty.

Section 16.13 Creditor Rights; Charging Order Sole and Exclusive Remedy

If a creditor obtains a judgment by a court of competent jurisdiction against any Member or Assignee, the court may charge the Member or Assignee's Interest with payment of the unsatisfied amount of the judgment from distributions attributable to the affected Interest, but only to the extent permitted by the Act. To the extent any Interest is charged with satisfaction of a judgment, the judgment creditor will receive no more than the rights of an Assignee under Section 16.06 and will not be admitted as a Member of the Company.

The charging order is the exclusive remedy by which a judgment creditor of a Member or an Assignee of an Interest may obtain any satisfaction from the Company toward any judgment against the Member or Assignee. This Section does not deprive any Member or Assignee of rights under any exemption laws available to the Member or Assignee.

Section 16.14 Assignee or Charging Order Holder Assumes Tax Liability

The Assignee of an Interest and any person who acquires a charging order against an Interest shall report income, gains, losses, deductions and credits regarding the interest for the period in which the Assignee interest is held or for the period the charging order is outstanding.

ARTICLE SEVENTEEN RIGHT OF FIRST REFUSAL

Section 17.01 Members and Company Right of First Refusal

No Member may transfer any Interest without first offering in writing to sell the Interest to all other Members and the Company as provided in this Article.

Section 17.02 Notice of Intent to Transfer

Before transferring an Interest, a Member shall first give notice of the intent to transfer to the Manager and to all other Members. Any notice of intent to transfer must include a copy of any written offer to purchase the Interest that the Member has received. If the Member received only an oral offer, a written explanation of the oral offer must be attached to the notice. The written explanation must completely detail the purchase price and payment terms.

Section 17.03 Members' Right to Purchase

The Members have the first right to purchase any portion of the Interest according to the terms of the offer. If some or all of the purchase price stated in the offer consists of non-cash consideration, a Member may pay the equivalent cash value in lieu of the non-cash consideration. A Member may exercise this right to purchase by giving notice of intent to purchase to the selling Member within seven days of receiving the written notice of the offer.

Section 17.04 Company's Right to Purchase

If none of the Members provide written notice of an intent to purchase the Interests within seven days of receiving the written notice of the offer or if all of the Members provide written notice of an intent not to purchase the Interest, the Company may purchase all or any portion of the Interest according to the terms of any written notice of an offer. The Company may exercise this first right to purchase by giving written notice of the Company's intent to purchase to the selling Member within 12 days of receiving the written notice of the offer.

Section 17.05 Payment Terms under Priority Right to Purchase

If a Member or the Company exercises the priority right to purchase an Interest as provided above, then a purchasing Member or the Company shall pay the purchase price according to the payment terms specified in the written notice of the offer provided by the selling Member.

Section 17.06 Closing on Purchase by the Member or the Company

Any purchase of an Interest under this Section will close at the Company's principal office within 15 days from the date that the purchasing Members or the Company exercise their priority right to purchase an Interest.

Section 17.07 Transfer to Third Party after Non-Exercise of Priority Right

If neither the purchasing Members nor the Company exercise their respective priority right to purchase the Interest, the selling Member may transfer its Interest to the party that made the original offer for the purchase price and on the terms in the original offer.

Any transfer to a Third Party under this Section must close within 15 business days from the earlier of:

- the date on which priority rights of the other Members and the Company to purchase expire;
- and

- the date on which the other Members and the Company have provided written notice of their intent not to exercise their respective priority rights to purchase.

If the Interest is not sold to the prospective purchaser within the specified time, the other Members and the Company will again be offered an opportunity to exercise their respective priority rights to purchase the Interest under Section 17.03 and Section 17.04.

ARTICLE EIGHTEEN DRAG-ALONG RIGHTS

Section 18.01 Drag-Along Member Required to Participate

If one or more Members holding no less than a majority of all the Interests (each a *Dragging Member*), proposes to consummate, in one transaction or a series of related transactions, a Control Change (*Drag-Along Sale*), the Dragging Member may require each other Member (each a *Drag-Along Member*) to participate in the sale. The Dragging Members must first deliver the Drag-Along Notice in accordance with Section 18.03 and meet the requirements in Section 18.04.

Section 18.02 Drag-Along Members' Obligations

A Drag-Along Member's obligations in connection with a Drag-Along Sale are subject to compliance with Section 18.04 and depend on the type of Control Change that triggers the Drag-Along Sale.

(a) Drag-Along Sale Resulting from Sale of Interests

If the Control Change that triggers the Drag-Along Sale results from a Third Party acquiring no less than a majority of the Interests of the Company, the amount of Interest of the class or series that each Drag-Along Member must sell equals the amount of Interest held by the Drag-Along Member multiplied by a fraction, the numerator of which is the amount of Interest that the Dragging Member proposes to sell in the Drag-Along Sale and the denominator of which is the amount of Interest held by the Dragging Member at the time. This formula applies to each class or series of Interest proposed by the Dragging Member to be included in the Drag-Along Sale.

(b) Drag-Along Sale Resulting from Sale of Assets or Change in Organizational Structure

If the Control Change that triggers the Drag-Along Sale results from a Third Party acquiring substantially all of the consolidated assets of the Company or from the Company's merger, consolidation, recapitalization, or reorganization that negates the Members' ability 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), then despite anything to the contrary in this Agreement (including Article Eleven), each Drag-Along Member shall:

- vote in favor of the transaction;
- consent to and raise no objection to the transaction; and
- take all actions to waive any dissenters' rights, appraisal rights, or other similar rights that it may have in connection with the transaction.

The distribution of the aggregate consideration of the transaction must be made in accordance with Section 20.03(c).

Section 18.03 Drag-Along Notice

To exercise its rights under Section 18.01, the Dragging Member must deliver a written notice (*Drag-Along Notice*) to the Company and each Drag-Along Member no more than 10 business days after all parties sign and deliver the definitive agreement regarding the Drag-Along Sale and no later than 20 business days before the closing date of the Drag-Along Sale. The Drag-Along

Notice must refer to the Dragging Members' rights and obligations under this Agreement and must describe in reasonable detail:

- the name of the proposed buyer of the Interests;
- the proposed date, time, and location of the sale closing;
- the material terms of the Drag-Along Sale, including the amount of each class or series of Interest to be sold by the Dragging Member, the proposed amount of consideration for the Drag-Along Sale, a description of any noncash consideration in sufficient detail to determine its valuation, and, if available, the purchase price of each applicable class or series; and
- a copy of any form of agreement proposed to be executed in connection with the sale.

Section 18.04 Conditions of Sale

The Drag-Along Member's obligations in respect of a Drag-Along Sale under Section 18.01 are subject to the satisfaction of the following conditions.

(a) Same Consideration and Terms

The Drag-Along Member shall receive the same form and amount of consideration as the Dragging Member for each Interest of each applicable class or series. If the Dragging Member or any Drag-Along Member is given an option as to the form and amount of consideration to be received, the same option must be given to all Drag-Along Members. The terms of the sale shall be the same for the Dragging Member and the Drag-Along Member.

(b) Representations, Warranties, Covenants, Indemnities, and Agreements

Each Drag-Along Member must make or provide the same representations, warranties, covenants, indemnities, and agreements as the Dragging Member makes or provides in connection with the Drag-Along Sale subject to the following:

(1) Limited Obligations

Each Drag-Along Member is only obligated to make individual representations and warranties with respect to its own title to and ownership of the applicable Interests, authorization, signing, and delivery of relevant documents, enforceability of the documents against the Drag-Along Member, and other matters relating to the Drag-Along Member, and not with respect to any other Members or their Interest.

(2) Several Not Joint

The Dragging Member and each Drag-Along Member shall make all representations, warranties, covenants, and indemnities severally and not jointly.

(3) Pro Rata Basis

Any indemnification obligation will be allocated among the Members that caused the indemnification obligation on a *pro rata* basis based on the consideration received by the Dragging Member and each Drag-Along Member. In each case, the amount must not exceed the aggregate proceeds received by the Dragging Member and each Drag-Along Member in connection with the Drag-Along Sale.

Section 18.05 Cooperation

Each Drag-Along Member shall take all reasonable actions necessary to consummate the Drag-Along Sale, including entering into agreements and delivering certificates and instruments. In each case, these agreements, certificates, and instruments must be consistent with those being

entered into or delivered by the Dragging Member, but subject to Section 18.04. If a Drag-Along Member fails to fulfill its obligations under this Article, the agent appointed under Section 18.08 may sign and deliver any agreements, certificates, and instruments necessary to consummate the Drag-Along Sale on behalf of the defaulting Drag-Along Member. The Manager may hold the proceeds of Drag-Along Sale due to the defaulting Drag-Along Member in trust until the defaulting Drag-Along Member surrenders any original certificates or other instruments required by the Manager.

Section 18.06 Expenses

No Drag-Along Member is obligated to make any out-of-pocket expenditure before the consummation of the Drag-Along Sale. The fees and expenses incurred by the Dragging Member in connection with a Drag-Along Sale and for the benefit of all Drag-Along Members, to the extent not reimbursed by the Company or the Third Party, will be shared by the Dragging Member and all the Drag-Along Members on a *pro rata* basis, based on the consideration received by each Member. Costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-Along Members.

Section 18.07 Sale Consummation

The Dragging Member has 90 days after the date of the Drag-Along Notice to consummate the Drag-Along Sale on the terms set forth in the Drag-Along Notice. The 90-day period may be extended for a reasonable time not to exceed five days to obtain required approvals or consents from any Governmental Authority. If the Dragging Member has not completed the Drag-Along Sale by the end of this period or extended period, the Dragging Member may not exercise its rights under Article Eighteen without again fully complying with the provisions of Article Eighteen.

Section 18.08 Power of Attorney; Proxy Appointment

Each Member appoints the Manager as its true and lawful attorney in fact for purposes of taking any action required to give effect to this Article. This appointment includes full power of substitution and resubstitution. Each Member releases the Manager from any claims, causes of action, and demands at any time arising out of or with respect to any actions taken by the Manager under this Section, except to the extent caused by the Manager's gross negligence or willful misconduct. The Manager will represent each Member and will act as each Member's proxy in respect of any vote or approval of Members and any transfer of Interest required to give effect to this Article, including any vote, approval, or transfer required under the Act. The proxy granted under this Section is a special proxy coupled with an interest and is irrevocable.

ARTICLE NINETEEN TAG-ALONG RIGHTS

Section 19.01 Tag-Along Members Permitted to Participate

If any Member (*Selling Member*) proposes to transfer any of its Interests to any person (*Proposed Transferee*) subject to the terms specified in Article Sixteen and Article Seventeen, each other Member (each a *Tag-Along Member*) may participate in the sale (*Tag-Along Sale*) on the terms set forth in this Article.

This Article only applies to transfers with respect to which the Members and Company have not fully exercised their rights under Article Seventeen to purchase all of the Interests and the Dragging Member has not exercised its rights under Article Eighteen.

Section 19.02 Sale Notice

Before consummating any transfer of Interests qualifying under Section 19.01 and after satisfying its obligations under Article Seventeen, the Selling Member shall deliver a written notice (*Sale Notice*) of the proposed Tag-Along Sale to the Company and to each other Member holding Interests of the class or series proposed to be transferred. The Sale Notice must be delivered no later than five business days after the Member's and Company's option period under Article Seventeen expires. The Sale Notice must refer to the Tag-Along Members' rights under this Article and must describe in reasonable detail, to the extent not already set forth in the Drag-Along Notice:

- the aggregate amount of Interests the Proposed Transferee has offered to purchase;
- the Proposed Transferee's identity;
- the proposed date, time, and location of the Tag-Along Sale closing;
- the purchase price (which must be payable solely in cash) and the other material terms of the transfer;
- a good faith estimate of expenses to be charged to the Tag-Along Member pursuant to Section 19.09; and
- a copy of any form of agreement proposed to be executed in connection with the sale.

Section 19.03 Right to Transfer Interests

In the Tag-Along Sale, the Selling Member and each Tag-Along Member making a timely election to participate in the Tag-Along Sale under Section 19.04 have the right to transfer the amount of Interests equal to the aggregate amount of Interests that the Proposed Transferee proposes to buy as stated in the Sale Notice (reduced by the amount of Interest held by all of the Tag-Along Members that elect not to participate in the Tag-Along Sale or do not timely elect to participate in the Tag-Along Sale under Section 19.04) multiplied by a fraction, the numerator of which is the amount of Interest then held by the applicable Member and the denominator of which is the amount of Interest then held by the Selling Member and all of the Tag-Along Members timely electing to participate in the Tag-Along Sale under Section 19.04. This amount of Interests is the *Tag-Along Portion*.

Section 19.04 Exercising the Tag-Along Right

Each Tag-Along Member shall exercise its right to participate in a Tag-Along Sale by delivering a written notice (*Tag-Along Notice*) to the Selling Member. The Tag-Along Notice must state the Tag-Along Member's election to participate and specify the amount of Interests (up to its Tag-Along Portion) to be transferred no later than 10 business days after receipt of the Sale Notice (*Tag-Along Period*).

Each Tag-Along Member's offer set forth in a Tag-Along Notice is irrevocable. To the extent an offer is accepted, the Tag-Along Member is obligated to consummate the transfer on the terms set forth in this Article Nineteen.

Section 19.05 Remaining Portions

(a) Remaining Portions Formula

The aggregate amount of Interests resulting from all unexercised Tag-Along Portions comprises the remaining portion (*Remaining Portion*). If any Tag-Along Member declines to exercise its right under Section 19.03 or elects to exercise it with respect to less than its full Tag-Along Portion, the Selling Member shall promptly deliver a written notice (*Remaining Portion Notice*) to those Tag-Along Members who have elected to transfer their Tag-Along Portion in full (each a *Fully Participating Tag-Along Member*). The Selling Member and each Fully Participating Tag-Along Member (with respect to any Remaining Portion) may transfer—in addition to any applicable Interests already being transferred—an amount of Interests held by it equal to any Remaining Portion multiplied by a fraction, the numerator of which is the amount of Interests then held by the applicable Member and the denominator of which is the amount of Interests then held by the Selling Member and all Fully Participating Tag-Along Members.

(b) Election to Participate

Each Fully Participating Tag-Along Member shall exercise its right to participate in the transfer described in Subsection (a) by delivering a written notice (*Remaining Tag-Along Notice*) to the Selling Member. The Remaining Tag-Along Notice must state the election to participate and specify the number of Interests to be transferred. The Fully Participating Tag-Along Members must deliver the Remaining Tag-Along Notice no later than five business days after receipt of the Remaining Portion Notice.

(c) Accepted Offer Is Irrevocable and Binding

The offer of each Fully Participating Tag-Along Member set forth in a Remaining Tag-Along Notice is irrevocable. If an offer is accepted, the Member is obligated to consummate the transfer on the terms set forth in Article Nineteen.

Section 19.06 Waiver

Each Tag-Along Member who does not deliver a Tag-Along Notice in compliance with Section 19.03 waives all rights to participate in the Tag-Along Sale with respect to the Tag-Along Member's Interests. Subject to the rights of any other participating Tag-Along Member, the Selling Member is then free to sell the Interests identified in the Sale Notice to the Proposed Transferee. The price must be no greater than the applicable price set forth in the Sale Notice and the other terms must not, in the aggregate, be materially more favorable to the Selling Member than those set forth in the Sale Notice. The Selling Member will have no further obligation to the non-accepting Tag-Along Members.

Section 19.07 Conditions of Sale

(a) Same Consideration

Each Member participating in the Tag-Along Sale will receive the same consideration for the Member's proportionate share of the Interests after the Member's proportionate share of the related expenses is deducted in accordance with Section 19.09.

(b) Representations, Warranties, Covenants, Indemnities, and Agreements

Each Tag-Along Member will make or provide the same representations, warranties, covenants, indemnities, and agreements as the Selling Member makes or provides in connection with the Tag-Along Sale subject to the following.

(1) Limited Obligations

Each Tag-Along Member will only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Interests; authorization, signing, and delivery of relevant documents; enforceability of those documents against the Tag-Along Member; and other matters relating to the Tag-Along Member.

(2) Obligations to Tag-Along Member Only

No Tag-Along Member will be obligated to make individual representations and warranties with respect to any of the foregoing with respect to any other Members or their Interests.

(3) Several Not Joint

All representations, warranties, covenants, and indemnities will be made by the Selling Member and each Tag-Along Member severally and not jointly.

(4) Pro Rata Basis

Any indemnification obligation will be allocated among the Members that caused the indemnification obligation on a *pro rata* basis based on the consideration received by the Selling Member and each Tag-Along Member. In each case, the amount must not exceed the aggregate proceeds received by the Selling Member and each Tag-Along Member in connection with the Tag-Along Sale.

Section 19.08 Cooperation

Each Tag-Along Member shall take all actions as may be reasonably necessary to consummate the Tag-Along Sale. These actions may include entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being made by and the certificates being delivered by the Selling Member, but subject to Section 19.07.

Section 19.09 Expenses

To the extent that the Selling Member's fees and expenses incurred in connection with a Tag-Along Sale benefit all Tag-Along Members and are not paid or reimbursed by the Company or the Proposed Transferee, those fees and expenses will be shared by the Selling Member and all the participating Tag-Along Members on a *pro rata* basis. The *pro rata* amount will be based on the consideration received by each Member. No Tag-Along Member will be obligated to make any out-of-pocket expenditure before the consummation of the Tag-Along Sale. Costs incurred by or on behalf of a Selling Member for its sole benefit are not considered to be for the benefit of all Tag-Along Members.

Section 19.10 Sale Consummation

The Selling Member will have 60 days after the Tag-Along Period expires to consummate the Tag-Along Sale, on terms not more favorable to the Selling Member than those set forth in the Tag-Along Notice. The 60-day period may be extended for a reasonable time not to exceed 90 days to the extent necessary to obtain required approvals or consents from any Governmental Authority.

If the Selling Member has not completed the Tag-Along Sale by the end of the period, the Selling Member must again fully comply with the provisions of Article Nineteen to give effect to a transfer that is subject to Article Nineteen.

Section 19.11 Transfers in Violation of the Tag-Along Right

If the Selling Member sells or otherwise transfers any of its Interest to the Proposed Transferee in breach of Article Nineteen, each Tag-Along Member may sell to the Selling Member, and the Selling Member must purchase from each Tag-Along Member, the Interests of each applicable class or series that the Tag-Along Member would have had the right to sell to the Proposed Transferee under Article Nineteen. The purchase price, form of consideration, and the terms will be the same as between the Proposed Transferee and the Selling Member, but the Tag-Along Member need not grant indemnity to the Selling Member. Nothing in this Section precludes any Member from seeking alternative remedies against the Selling Member as a result of its breach of Article Nineteen. The Selling Member also shall reimburse each Tag-Along Member for any reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred in exercising or attempting to exercise the Tag-Along Member's rights under this Section.

ARTICLE TWENTY DISSOLUTION AND LIQUIDATION

Section 20.01 Dissolution Events

The Company will be dissolved only if an event described in this Section occurs.

(a) Dissolution by the Manager

The Company will be dissolved by the Manager, subject to any special vote required by Article Eleven.

(b) Judicial Dissolution

The Company will be dissolved upon the entry of a decree of judicial dissolution by a court of competent jurisdiction.

After dissolution, the Company may only conduct activities necessary to wind up its affairs.

Section 20.02 Effect of Dissolution

Dissolution of the Company will be effective on the day on which the event described in Section 20.01 occurs, but the Company will not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 20.03, and the Company's Articles of Organization has been cancelled as provided in Section 20.06.

Section 20.03 Liquidation

After dissolving the Company, the Manager will have full 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's in an orderly and businesslike manner. The Manager shall liquidate the Company's assets and apply and distribute proceeds from the liquidation of the assets as follows.

(a) Creditor Payment

The proceeds from the liquidated property will first be applied toward or paid to any non-Member creditor of the Company in the order of payment required by Applicable Law.

(b) Provision for Reserves

After paying liabilities owed to non-Member creditors, the Manager shall set up such reserves as the Manager determines is reasonably necessary. The Manager may, but need not, pay over any reserves for contingent liabilities to a bank to hold in escrow for later payment.

After the Manager is reasonably satisfied that any liabilities have been adequately resolved, the Manager shall distribute any remaining reserves to the Members or their assigns as provided in Section 20.03(c).

(c) Distributions to Members

After paying liabilities owed to non-Member creditors and establishing reserves, the Manager shall satisfy any debts owed to the Members with any remaining net assets of the Company, and then distribute any remaining assets to the Members in proportion to their positive Capital Account balances.

Section 20.04 In-Kind Distributions in Liquidation

Despite the provisions of Section 20.03 that require the liquidation of the Company's assets but subject to the order of priorities set forth in Section 20.03(c), if upon dissolution of the Company the Manager 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 Manager may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves. If the Manager determines the assets are not suitable for liquidation, the Manager may distribute undivided interests in the Company's assets to the Members instead of cash. This in-kind distribution must be made to the Members as tenants in common and in accordance with the provisions of Section 20.03(c). Any in-kind distribution will be subject to any conditions relating to the disposition and management of the properties that the Manager determines to be reasonable and equitable and to any agreements governing the operating of such properties at that time. If any in-kind assets of the Company are to be distributed, those assets will be distributed using their Fair Market Value at the distribution date, as determined by the Manager.

Section 20.05 Company Property Sole Source

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Members will be satisfied only to the extent that the Company has adequate assets. If the Company does not have adequate assets to return the Capital Contributions, the Members will not have any recourse against the Company or any other Members, except to the extent that other Members may have outstanding debts or obligations owing to the Company.

Section 20.06 Cancellation of Articles of Organization

Upon completing the distribution of the Company's assets as provided in Section 20.03(c), the Company will be terminated and the Manager shall cause the cancellation of the Articles of Organization in the State of Rhode Island and of all qualifications and registrations of the Company as a foreign limited liability company in any other jurisdictions and shall take any other actions necessary to terminate the Company.

Section 20.07 Survival of Indemnity Rights, Duties, and Obligations

For purposes of Article Twenty-one, including any Member's right to indemnification under Section 21.04, the Company's dissolution, liquidation, winding up, or termination for any reason will not release any party from any loss that, at the time of the dissolution, liquidation, winding up, or termination, had already accrued to any other party or which may accrue because of any act or omission occurring before the dissolution, liquidation, winding up, or termination.

Section 20.08 Company Asset Sales during Term of the Company

The sale of Company assets during the term of the Company does not constitute liquidation, dissolution, or termination of the Company as defined under this Article. The Manager may reinvest the sale proceeds in other assets consistent with the business purposes for the Company. Further, the Manager may participate in any real property exchange as defined in Code Section 1031 if the exchange fulfills the business purposes of the Company.

ARTICLE TWENTY-ONE EXCULPATION AND INDEMNIFICATION

Section 21.01 Exculpation of Protected Persons

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement. This exculpation is only effective if the action or omission is not an Unprotected Act and does not protect any Member from a court order to purchase the Interest of another Member who successfully contends that the Member committed actionable, oppressive acts against the other Member.

Section 21.02 Good-Faith Reliance

A Protected Person is fully protected if the Protected Person relies in good faith on the Company's records or on information, opinions, reports, or statements of the following Persons or groups:

- another Manager;
- one or more employees of the Company;
- any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or
- any other person selected in good faith by or on behalf of the Company, in each case as to matters that the relying person reasonably believes to be within the other person's area of professional expertise.

The information, opinions, reports, or statements referred to above include financial statements; information, opinions, reports, or statements as to the value or amount of the Company's assets, liabilities, income, or losses; and any facts pertinent to the existence and amount of assets from which distributions might properly be paid.

In no way does this provision limit any person's right to rely on information as provided in the Act. Any act, omission, or forbearance by a Protected Person on the advice of the Company's counsel must be conclusively presumed to have been in good faith.

Section 21.03 Decision-Making Standards

When this Agreement permits or requires a Protected Person to make a decision (including discretionary decisions and other grants of similar authority or latitude), the Protected Person is entitled to consider only the interests and factors as the Protected Person chooses, including its own interests, with no obligation to give any consideration to any interest of or factors affecting the Company or any other person. When this Agreement permits or requires a Protected Person to make a good-faith decision, the Protected Person shall act under this express standard and is not subject to any other standard imposed by this Agreement or any Applicable Law.

Section 21.04 Indemnification

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or any Member in connection with the Company's business. If the act or omission is not an Unprotected Act, the Company shall also reimburse any amounts expended in settling any claims (collectively, *Indemnity Losses*) to which the Protected Person may become subject because:

- of any act or omission or alleged act or omission on behalf of the Company, or any Member;
- the Protected Person is or was acting in connection with the Company's business 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
- the Protected Person is or was serving at the Company's request as a partner, member, manager, director, officer, employee, or agent of any person including the Company.

A Protected Person's conduct will be determined under Article Twenty-three or a final, nonappealable order of a court of competent jurisdiction. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of *nolo contendere* or its equivalent, does not, of itself, create a presumption that the Protected Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that the conduct was unlawful or constituted fraud or willful misconduct.

The indemnity provided by this Article extends to the full extent permitted by the Act as it now exists or may later be amended, substituted, or replaced, but only if the amendment, substitution, or replacement permits the Company to provide broader indemnification rights than those the Act permits.

Section 21.05 Reimbursement

The Company shall promptly reimburse and may provide advancements to each Protected Person for reasonable legal or other expenses incurred in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Indemnity Losses for which such Protected Person may be indemnified under Section 21.04. If it is finally judicially determined that the Protected Person is not entitled to the indemnification provided by Section 21.04, the Protected Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

Section 21.06 Entitlement to Indemnity

The indemnification provided by Section 21.04 does not exclude any other indemnification rights under any separate agreement or otherwise. Section 21.04 will continue to protect each Protected Person regardless of whether the Protected Person remains in the position or capacity under which the Protected Person became entitled to indemnification under Section 21.04 and will inure to the benefit of the Protected Person's executors, administrators, legatees, and distributees.

Section 21.07 Insurance

To the extent available on commercially reasonable terms, the Manager may purchase, at the Company's expense, insurance to cover Indemnity Losses covered by these indemnification provisions and to cover Indemnity Losses for any Protected Person's breach or alleged breach of the Protected Person's duties. The Manager will determine the coverage amounts and the deductibles. A decision not to purchase insurance will not affect a Protected Person's right to indemnification (including the right to be reimbursed, advanced expenses, or indemnified for Indemnity Losses under any other provisions of this Agreement) under this Agreement. A Protected Person that recovers any amount for any Indemnity Losses from any insurance coverage shall reimburse the Company for any amount previously received from the Company for those Indemnity Losses.

Section 21.08 Indemnification Obligation Funding

Despite anything in this Agreement to the contrary, any indemnity by the Company relating to Section 21.04 will be provided out of and to the extent of the Company's assets. No Member will have any personal liability or will be required to make Capital Contributions to help satisfy the indemnity unless the Member otherwise agrees in writing.

Section 21.09 Securities Indemnity

Each Member agrees to hold the Company harmless from all expenses, liabilities, and damages (including reasonable attorneys' fees) arising from a disposition of Interest in any manner that violates the Securities Act, any applicable state securities law, or this Agreement. This indemnification includes the Company's Members, Manager, Member principals, organizers, and controlling persons (as defined in the Securities Act), and any persons affiliated with any of them or with the distribution of the Interest.

Section 21.10 Savings Clause

Article Twenty-one survives the Company's dissolution, liquidation, winding up, and termination. If Article Twenty-one or any portion of it is invalidated on any ground by any court of competent jurisdiction, the Company shall indemnify and hold harmless each Protected Person under any applicable portion of this Article that was not invalidated and to the full extent permitted by Applicable Law. To the extent possible, Article Twenty-one supersedes any Rhode Island law to the contrary.

Section 21.11 Amendment

Article Twenty-one is a contract between the Company and, collectively, each Protected Person who serves in that capacity at any time while Article Twenty-one is in effect. The Company and each Protected Person intend to be legally bound under this contract. No amendment, modification, or repeal of Article Twenty-one that adversely affects a Protected Person's

indemnification rights for Indemnity Losses incurred or relating to a state of facts existing before the amendment, modification, or repeal will apply without the Protected Person's prior written consent.

ARTICLE TWENTY-TWO RESOLVING DEADLOCK

Section 22.01 Deadlock

If the Members are equally divided with respect to the management of the Company's property, business, or affairs, or are equally divided in any question, dispute, or controversy, and this division concerns the proper subject for action by the Members, no Member will have the right to have the Company dissolved nor will have any other legal right in a suit because of a deadlock, except as provided in this Article.

Section 22.02 Resolution by Mutual Agreement

If a deadlock exists, the parties agree to use their best good faith efforts to settle the matter by mutual agreement. They may submit the matter to arbitration (the terms of which will be agreed to at that time), but they are under no obligation to do so. If a dispute resulting in a deadlock continues to exist, any Member may submit to the other Members a statement (*Statement*) that a deadlock exists, stating in detail the nature of the deadlock. The date the Statement is mailed or otherwise delivered is the *Statement Date*.

Section 22.03 Resolution by Arbitration

If a deadlock arises between the Members on a Material Issue that cannot be resolved after the Members have met on two separate occasions held at least five and not more than 10 business days apart, the issue will be resolved in accordance with Article Twenty-three. Any issue that materially affects the operation of the Company's business is considered to be a Material Issue for resolution under Article Twenty-three.

A *Material Issue* is an issue that materially affects the operation of the Company's business as determined by an independent Third Party selected by the mutual agreement of the parties or, if the parties cannot agree on a Third Party, as determined by an arbitrator selected by the American Arbitration Association in the county in which the Company's principal place of business is located. The parties agree that the determination of the Third Party or arbitrator is conclusive and binding.

ARTICLE TWENTY-THREE DISPUTE RESOLUTION

This Article supersedes any rules governing mediation or arbitration under the law of Rhode Island or any other jurisdiction.

Section 23.01 Resolving Disputes among Members and within the Company

The Members and Manager shall use the procedure outlined in this Article to resolve any dispute, contest, or claim that may result among any of the Members or between one or more of the Members and Manager and the Company that may relate to this Agreement. The purpose of the

alternative dispute resolution procedures in this Article is to resolve all disputes, contests, and claims without litigation.

Section 23.02 Notice of Controversy and Designating Authorized Representatives

Any person (*claimant*) who has any dispute relating to the Company shall provide written notice to all Members and to any other person that has an interest in the controversy (*respondents*) describing the general nature of the controversy. The notice must designate an Independent Person as an authorized representative who is empowered to fully settle the controversy on behalf of the claimant. Two or more claimants may designate a common authorized representative.

Each respondent shall also designate an Independent Person as an authorized representative who is empowered to fully settle the controversy on behalf of the respondent. Two or more respondents may designate a common authorized representative.

Written notice of the designation of the authorized representatives must be delivered to each party within 10 business days from the date the respondents receive notice of the controversy.

Section 23.03 Beginning the Dispute Resolution Procedure

The authorized representatives shall conduct an initial meeting within 30 days from the date the claimant's notice is delivered to the respondents. The authorized representatives are entitled to collect and review all relevant evidence pertaining to the controversy and to negotiate and resolve the controversy. Resolution of any controversy by the authorized representatives is conclusive and binds all parties. If the authorized representatives do not resolve the controversy within 30 days from the date of their initial meeting, they shall discontinue direct negotiations and submit the controversy to mediation.

Section 23.04 Selecting a Mediator

Within five days of discontinuing direct negotiations, the authorized representatives shall exchange written lists of natural persons whom they consider to be qualified to serve as a mediator. Within 15 days after they exchange these lists, the authorized representatives shall agree upon one mediator to mediate the controversy. If the authorized representatives do not agree on a mediator, the controversy will be submitted to binding arbitration under Section 23.10.

Section 23.05 Time and Place for Mediation Conference

The authorized representatives shall promptly designate a mutually convenient time and place for the mediation. If the authorized representatives fail to do so, the controversy will be submitted to binding arbitration under Section 23.10.

Section 23.06 Discovery and Exchange of Information

The authorized representatives are entitled to fully discover, obtain, and review all information relevant to resolving any controversy.

Section 23.07 Delivery of Written Summaries; Authority to Obtain Professional Assistance

At least seven days before the first mediation conference, each authorized representative shall deliver to the mediator a concise written summary of fact and law about the issues. The authorized representatives and the mediator may retain legal counsel, accountants, appraisers, and other experts whose opinions may assist the mediator in resolving the controversy.

Section 23.08 Conducting Mediation

The mediator shall determine the format for mediation conferences, ensuring the authorized representatives have an equal opportunity to review the evidence and any relevant technical and legal presentations. The mediator shall determine the time schedule for resolving the mediation and shall attempt to facilitate the parties' efforts to achieve final resolution of all disputed issues. If the mediator is unable to facilitate a final resolution of all issues, the unresolved issues will be submitted to arbitration under Section 23.10.

Section 23.09 Final Determinations Bind All Parties

Any final determination made by the authorized representatives, mediator, or arbitrator binds each party who receives notice of a controversy, even if the party does not respond or designate a representative or the party's authorized representative fails or refuses to participate in the designation of a mediator.

Section 23.10 Arbitration

If any controversy is not finally resolved according to the alternative dispute resolution procedures in this Article, the parties to the controversy shall submit to mandatory and binding arbitration. The controversy will be settled by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's judgment may be entered in any court having competent jurisdiction. If the arbitrator determines that the evidence produced through the arbitration process is insufficient to support a decision, the arbitrator may conclude the arbitration proceedings without a decision.

Section 23.11 Settlement during Mediation or Arbitration

At any time before the conclusion of any mediation or arbitration, the authorized representatives may enter an agreement to resolve the controversy. Any settlement agreement will be conclusive and bind all parties.

Section 23.12 Qualified Appraisals

If a Qualified Appraisal of the value of a Member's Interest is required in order to resolve a dispute, each of the parties to the dispute may choose a Qualified Appraiser to provide a valuation. In the alternative, the parties may agree to select one Qualified Appraiser. The mediator or arbitrator will determine to what extent the Qualified Appraisal will be used in resolving any dispute.

Section 23.13 Right to Seek Equitable Relief

If a party materially breaches this Agreement and if the other parties determine in good faith that immediate relief is necessary, the parties alleging the material breach may seek temporary restraining orders, preliminary injunctions, or similar temporary and equitable relief in a court of competent jurisdiction.

Section 23.14 Prevailing Party Is Entitled to Recover All Reasonable Costs

The prevailing party in any dispute between any Member or Manager and the Company or between the Members themselves is entitled to recover from the losing party all reasonable costs incurred, including any attorney's fees and any costs of mediation, arbitration, court fees, appraisals, and expert witnesses.

ARTICLE TWENTY-FOUR GENERAL MATTERS

Section 24.01 Confidentiality and Restrictions on Use

(a) *Confidential Information* means (i) all non-public information, technical data, and know-how, regardless of the form, whether tangible or intangible, (in any medium of expression and whether or not patented, patentable, capable of trade secret protection or protected as an unpublished or published work under the United States Copyright Act of 1976, as amended), of which the receiving party becomes aware as a result or in the course of the performance of this Agreement, which could reasonably be understood to be confidential, whether or not so marked and is related to the Company and its business; (ii) information relating to the Company's business operations, business plans, accounting and financial information, products, services, manufacturing processes and methods, test methods, equipment, packaging, costs purchasing data, sources of supply, advertising and marketing plans, customer lists, sales, profits, pricing methods, personnel and business relationships; and (iii) all technical and proprietary information and know-how which is in the possession of, licensed to, used, owned or controlled by the Company including any and all patents, patent applications (and any foreign counterparts thereof), information, formulas, processes, methods and inventions.

(b) Each Member or Holder agrees that Confidential Information is and shall remain the sole and exclusive property of the Company. Each Member or Holder agrees that it shall:

- (i) treat in strict confidence the Confidential Information and use its best efforts to ensure that it shall not reproduce, disclose or make available to any third party all or any part of the Confidential Information;
- (ii) limit access to Confidential Information as may be reasonably required in connection with the activities of the Company as contemplated by this Agreement;
- (iii) assure that any employee, consultant or other associate to whom it is necessary to disclose Confidential Information shall have signed a confidentiality agreement containing substantially the same terms as contained herein to protect the Confidential Information;
- (iv) not use such Confidential Information for any purpose other than the activities of the Company as contemplated by this Agreement; and
- (v) exercise the same degree of care and implement the same procedures to avoid disclosure of the Confidential Information as such Member/Holder takes to protect its own proprietary and confidential business information, but in no event exercise less than a reasonable standard of care.

Section 24.02 Covenant Not to Compete

Each Minority Member agrees that so long as he/she is a Minority Member of the Company, and for eighteen (18) Months after the Dissociation Date he/she shall not engage in any activity which is competitive with the Company and/or its products in any way, directly or indirectly, nor will he/she interfere with or disturb any relationship, contractual or otherwise, between the Company and any of its past or present customers, suppliers, vendors, employees or strategic partners. In

addition, each Member or Holder agrees not to employ or solicit the employment, directly or indirectly, of any of the present or future employees of the Company.

Section 24.03 Expenses

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

Section 24.04 Binding Effect

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

Section 24.05 Further Assurances

In connection with this Agreement and the transactions contemplated by it, the Company and each Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

Section 24.06 Irrevocable Durable Power of Attorney

In addition to the powers granted to the Manager under Section 18.08, by signing this Agreement, each Member (including any Additional Member) irrevocably appoints the Manager as the Member's agent and attorney in fact, with all necessary powers to prepare and deliver any documents required to carry out this Agreement, including:

- the Company's Articles of Organization and any necessary amendments;
- the Company's dissolution if the Company is terminated;
- any amendment to this Agreement to be signed by the Members;
- any documents required by Applicable Law to conduct Company business; and
- any documents concerning the acquisition, management, sale, or encumbrance of Company property that the Manager determines is necessary to conduct Company business.

In order to avoid obstruction by a minority Member refusing to execute any document or instrument necessary to effectuate a decision or vote made or taken in accordance with the provisions of this Agreement, and in order to protect all other Members against any recalcitrant and unfair acts or delays of a minority Member, a minority Member hereby appoints each other Member as attorney-in-fact for such minority Member, to execute any and all instruments and documents which may be necessary to effectuate such decision or vote. All Members, by their execution hereof hereby agree that this power of attorney is irrevocable and binding and coupled with an interest in the non-minority Members and, as such, is final, binding and conclusive upon all Members. If a Holder is required to vote or consent to any action taken, this provision shall apply to such Holder as if such Holder were a Member for purposes of this Section 24.06.

The Members acknowledge that this power of attorney is coupled with an interest, is irrevocable, and will continue in effect if any Member becomes incapacitated. This power of attorney also

survives the assignment of any Interest and empowers the Manager to act to the same extent for any Additional Members or Assignees. The Manager may exercise the power by a facsimile signature or by listing all of the Members signing the instrument with a signature of the Manager the attorney in fact for all of them. The Manager may not exercise this power of attorney in any way that would increase the liability of any Member beyond the Member's liability set forth in this Agreement.

Section 24.07 No Waiver

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

Section 24.08 No Duty to Mail Articles of Organization

The Manager does not have an obligation to deliver or mail copies of the Articles of Organization or any amendments to the Members unless required to do so by the Act.

Section 24.09 Governing Law

The affairs of the Company and the conduct of its business are governed by the provisions of this Agreement to the extent such provisions are not in conflict with nonwaivable provisions of Applicable Law or the Articles of Organization. This Agreement is governed, construed, and administered according to the laws of Rhode Island, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Rhode Island or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Rhode Island.

Section 24.10 Venue; Submission to Jurisdiction

A cause of action arising out of this Agreement includes any cause of action seeking to enforce any provision of or based on any matter arising out of or in connection with this Agreement or the transactions contemplated by it. Except as provided in Article Twenty-three, the parties agree that any suit, action, or proceeding, whether in contract, tort, or otherwise, arising out of this Agreement must be brought in a state or federal court or courts located in State of Rhode Island and in the county of or nearest to the Company's principal office if one of these courts has subject-matter jurisdiction over the suit, action, or proceeding. Any cause of action arising out of this Agreement is deemed to have arisen from a transaction of business in the State of Rhode Island.

Each party irrevocably consents to the jurisdiction of these courts (and their respective appellate courts) in any cause of action arising out of this Agreement. To the fullest extent permitted by Applicable Law, each party irrevocably waives any objection that it may have now or later to the venue of any action arising out of this Agreement in any of these courts, including an inconvenient-forum petition.

Service of process, summons, notice, or other document by registered mail to the address set forth in Section 24.15 is effective service of process for any suit, action, or other proceeding brought in any court.

Section 24.11 Waiver of Jury Trial

Each party to this Agreement acknowledges and agrees that any controversy arising out of this Agreement is likely to involve complicated issues. Therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury for any cause of action arising out of this Agreement.

Section 24.12 Equitable Remedies

Each party to this Agreement acknowledges that its breach or threatened breach of any of its obligations under this Agreement would give rise to irreparable harm to the other parties and monetary damages would not be an adequate remedy. Therefore, each party to this Agreement agrees that if any party breaches or threatens to breach any of its obligations, each of the other parties to this Agreement will be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief available from a court of competent jurisdiction (without any requirement to post bond). These equitable remedies are in addition to all other rights and remedies that may be available in respect of the breach.

Section 24.13 Attorneys' Fees

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

Section 24.14 Remedies Cumulative

Except to the extent this Agreement expressly provides otherwise, 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, in equity, or otherwise.

Section 24.15 Notices

Unless otherwise stated, all notices, requests, consents, claims, demands, waivers, and other communications called for under this Agreement must be in writing and will be deemed to have been given:

- when delivered by hand (with written confirmation of receipt);
- when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- on the date sent by facsimile or email as a PDF document (with confirmation of transmission) if sent during recipient's normal business hours, and on the next business day if sent after normal business hours of the recipient; or
- on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

If notice is required to be given to a minor or incapacitated individual, notice must be given to the minor or incapacitated individual's parent or Legal Representative.

The written notice must be sent to the respective parties at the party's last known address (or at the address a party has specified in a notice given in accordance with this Section). Each Member

shall notify the Company in writing within five days of any change to the Member's address. Notice to the Company must be addressed as follows:

If to the Company:	1007 Ten Rod Road #1037 North Kingstown, RI 02852
Facsimile:	(401) 871-8748
Email:	Julianj58@gmail.com
Attention:	Julian Jarmoszko

with a copy to:	Bilodeau Capalbo LLC 1350 Division Rd., Suite 102 West Warwick, RI 02893
Facsimile:	(401) 633-7511
Email:	andrew@bclawri.com
Attention:	Andrew R. Bilodeau

Section 24.16 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Subject to Section 14.03, upon a determination that any provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.

Section 24.17 Separate Counsel

By signing this Agreement, each party acknowledges that this Agreement is the product of arms-length negotiations between the parties and should be construed as such. Each party acknowledges that he or she has been advised to seek separate counsel and has had adequate opportunity to do so.

Section 24.18 Entire Agreement

This Agreement, together with the Articles of Organization, and all related Exhibits, Schedules, and other agreements specifically referred to in this Agreement, constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Section 24.19 No Third-Party Beneficiaries

Except as provided in Article Twenty-one, which benefits and is enforceable by the Protected Persons it describes, this Agreement is for the sole benefit of its parties and their respective heirs, executors, administrators, successors, and assigns. Nothing in this Agreement, express or implied, confers any legal or equitable right, benefit, or remedy of any nature whatsoever upon any other person, including any creditor of the Company.

Section 24.20 Amendments

Except as expressly provided elsewhere in this Agreement, no provision of this Agreement may be amended or modified except by a written instrument executed by Members holding 100% of the Percentage Interests. Notwithstanding the foregoing, amendments to Schedule A (Schedule of Members) to reflect any issuance, redemption, repurchase, or Transfer of Interests that has been approved in accordance with Article Sixteen may be made by the Manager without further consent, provided a copy of the amended Schedule A is promptly delivered to all Members.

The Manager shall have no unilateral authority to amend Schedule A or any other part of this Agreement.

Section 24.21 Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Manager certifies to be a true copy to the same effect as if it were an original.

Section 24.22 Spousal Rights

The Members and the Company specifically intend that each Member's Interest is in the sole name of the Member and is that Member's sole and separate property. Each Member has sole management and control over that Member's Interest. Management and control over the Interest includes any right to vote or to sell the Interest granted to the Member under this Agreement.

The following provisions apply to a Member's spouse who acquires a Spousal Interest under Section 24.22(a).

(a) Spousal Interest

A Member's spouse may acquire an interest in the Company by:

- application of community or marital property law during marriage;
- a property division or other award or transfer upon dissolution of marriage;
- community or marital property, deferred marital property, or an augmented marital property estate; or
- any allowance or assignment of property under provisions of any applicable community or marital property law.

A *Spousal Interest* is an interest in the Company acquired by a Member's spouse under this Section. Without obligation on the Company to determine either the existence or extent of any Spousal Interest, each spouse of a Member is bound by this Agreement.

(b) Spousal Interest Not a Transfer

If the Interest is registered in the name of the Member and is controlled by the Member, the creation of a Spousal Interest is not a transfer for purposes of Article Sixteen.

(c) Nature of Spousal Interest

Each spouse that now holds or later acquires a Spousal Interest will be admitted as an Additional Member only in compliance with Section 16.07. Unless a Member's spouse is admitted as an Additional Member under Section 16.07, a spouse that acquires a Spousal Interest has no more rights than an Assignee under Section 16.06.

(d) Death of a Spouse with Spousal Interest

Upon the death of a spouse that now holds or later acquires a Spousal Interest, the Member spouse of the deceased spouse will continue to own and control all Interest standing in the Member's name.

Each spouse that now holds or later acquires a Spousal Interest shall duly implement this Subsection (d) by providing in his or her Will for the devise of his or her Spousal Interest to the Member. If the Spousal Interest does not pass entirely to the Member spouse by intestate succession or through the spouse's Will, the Member and spouse are deemed to own the Spousal Interest as joint tenants with the right of survivorship (and not as community property or tenants in common). Under this joint tenancy, the Spousal Interest will pass entirely to the Member spouse.

(e) Divorce of a Member and Spouse with Spousal Interest

If a Member divorces a spouse that now holds or later acquires a Spousal Interest, all Interest standing in the Member's name will pass to the Member upon divorce.

Each Member shall agree with each spouse that now holds or later acquires a Spousal Interest to duly implement this Subsection (e) to give effect to this provision in their property settlement agreement or other like instrument.

(f) Member's Subsequent Marriage or Remarriage

Any Member who marries after he or she has signed this Agreement shall cause his or her new spouse to consent to the Agreement. A Member that fails to obtain his or her spouse's consent to this Agreement has materially breached this Agreement.

Section 24.23 Spousal Consent

If the Member is married on the date of this Agreement, the Member's spouse shall sign a Spousal Consent in substantially the same form as attached hereto. The signature of the Member's spouse to the Spousal Consent is a condition to the Member's valid acceptance of this Agreement. This consent does not confer or convey any rights in any Interest to the spouse that do not otherwise exist by operation of law or the agreement of the Member. If the Member marries or remarries after the date of this Agreement, the Member shall obtain the new spouse's signature acknowledgment of and consent to the existence and binding effect of all restrictions in this Agreement by signing a Spousal Consent in the attached form within 30 days after the marriage.

Section 24.24 Determination of Fair Market Value

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Manager based on factors the Manager, in its reasonable business judgment, considers relevant.

If this Agreement requires a determination of Fair Market Value in connection with a transfer of a Member's Interest to the Company, Fair Market Value of the Member's Interest will be determined in accordance with the buy-sell agreement.

Signed:


MEMBERS:


Julian Jarmosko

Date: 11/25/2025


Joseph Letnon

Date: 11/25/2025


Matthew Storti

Date: 11/25/2025

SCHEDULE A
SCHEDULE OF MEMBERS

Member	Initial Capital Contribution	Ownership
Julian Jarmoszko	[REDACTED]	[REDACTED]
Joseph Lennon	[REDACTED]	[REDACTED]
Matthew Storti	[REDACTED]	[REDACTED]

**MEMBER JOINDER IN
OPERATING AGREEMENT
OF
GREEN DOLPHIN, LLC**

I, Julian Jarmoszko (**Member**), acknowledge that I have read the Operating Agreement of Green Dolphin, LLC dated November 25, 2025 (**Agreement**), that I know its contents, and agree to be bound to the Agreement as a Member of the Company with the following Interest in the Company:

Interest in the Company: 100%

I agree that this Interest is irrevocably bound by the Agreement. By signing and delivering this Member Joinder, I make all representations and warranties set forth in the Agreement, effective as of the date of my signature below, and agree to fulfill all duties and obligations imposed on Members under the Agreement. It is my intention to be bound to the Agreement as a signatory and party to the Agreement just as if I was an original signatory and party to the Agreement.

I am aware that the legal, financial, and related matters in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Member Joinder. I have either sought guidance or counsel or determined that I waive this right after carefully reviewing the Agreement.



Julian Jarmoszko

Print Name: JULIAN JARMOSZKO

Date: 11/25/2025

Agreed and acknowledged:

Green Dolphin, LLC



Julian Jarmoszko

Print Name: JULIAN JARMOSZKO

Date: 11/25/2025

Member Joinder in
Operating Agreement of Green Dolphin, LLC

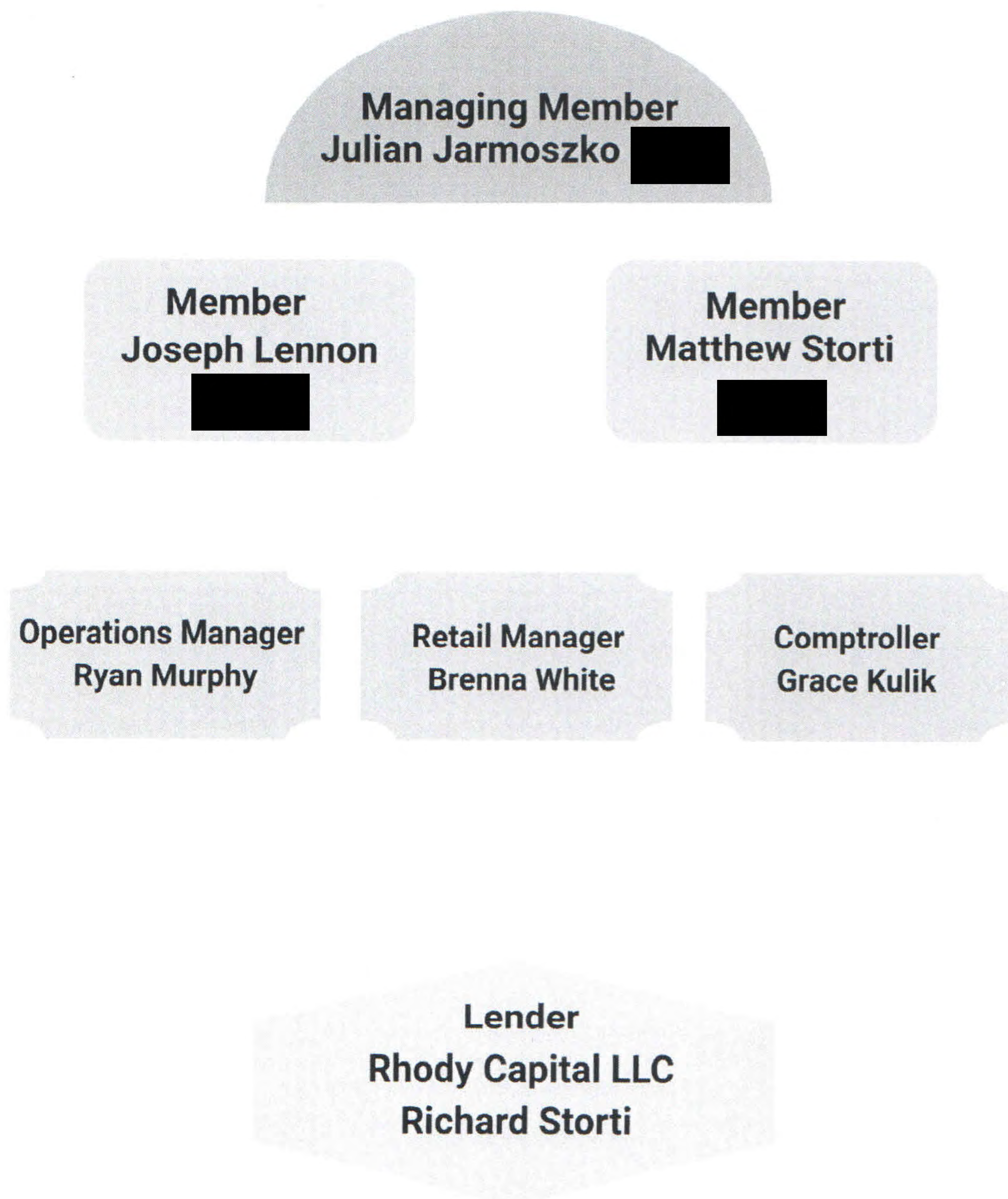
12/1/2025

Licenses of all Interest Holders

Green Dolphin LLC

Pictures of Licenses

Green Dolphin Organizational Chart



11/25/2025

Attachment C

(Form 2 – Sections I(A) and I(D))

The following individuals are identified as Interest Holders pursuant to Sections I(A) and I(D) of Form 2. Each individual holds an ownership interest in the Applicant and therefore has an interest with respect to the Applicant, its operations, the cannabis retail license, and the licensed facilities. Interest Holders are listed below in descending order of effective ownership percentage.

1. Julian Jarmoszko

- **Effective Ownership Percentage:** [REDACTED]
- **Dollar Amount of Interest:** [REDACTED]
Julian Jarmoszko is the majority owner of the Applicant and holds a controlling ownership interest applicable to all operations, assets, licenses, and licensed facilities of the Applicant.

2. Joseph Lennon

- **Effective Ownership Percentage:** [REDACTED]
- **Dollar Amount of Interest:** [REDACTED]
Joseph Lennon is a minority owner of the Applicant and holds an ownership interest applicable to the Applicant's operations, license, and licensed facilities.

3. Matthew Storti

- **Effective Ownership Percentage:** [REDACTED]
- **Dollar Amount of Interest:** [REDACTED]
Matthew Storti is a minority owner of the Applicant and holds an ownership interest applicable to the Applicant's operations, license, and licensed facilities.

The ownership percentages listed above represent the total effective ownership of the Applicant. No other individual persons hold an ownership interest in the Applicant, its operations, the cannabis license, or the licensed facilities beyond those disclosed herein.

Attachment D – Interest Holder Compensation Disclosure

The Applicant has identified all Interest Holders listed in Sections I(A), I(B), I(C), and I(E) of Form 2. These Interest Holders include the ownership members of the Applicant, designated management personnel, and the Applicant's financial lender. The identified Interest Holders are Julian Jarmoszko (Managing Member), Joseph Lennon (Member), Matthew Storti (Member), Richard Storti, through his entity Rhody Capital, as a financial lender and interest holder, Grace Kulik (Comptroller), Ryan Murphy (Operations Manager), and Brenna White (Retail Manager).

Green Dolphin has not yet commenced licensed cannabis operations. As a result, no Interest Holder has received any form of compensation, remuneration, salary, distributions, management fees, or other payments from the Applicant during the past five years in connection with the Applicant, its operations, the cannabis license, or any licensed facilities. This includes all ownership members, management personnel, and financial interest holders.

Any future compensation, remuneration, or financial consideration to be paid to Interest Holders will not occur until licensed operations begin and will be structured in accordance with applicable Rhode Island Cannabis Commission regulations, municipal requirements, and approved operating agreements. The Applicant acknowledges its ongoing obligation to disclose any compensation paid to Interest Holders as required by law and regulatory reporting requirements.



AUR Form 3 – Owners and Interest Holders Certification Statement Form

On behalf of Applicant, and with respect to Applicant and each of the Interest Holders/Key Persons described in Form 2, the undersigned certifies as follows:

<p>1. Has Applicant or any Interest Holder thereof or any cannabis business entity or its equivalent in which such persons hold or have held an interest or a cannabis license, registration or authorization in another state or jurisdiction, ever been disciplined (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization) by any state or jurisdiction? If “Yes” provide a brief explanation, copies of all documentation and name/address/phone number/contact person for the licensing/registration/ authorization authority.</p> <hr/> <hr/> <hr/> <hr/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<p>2. Has Applicant and/or any Owner or Interest Holder ever been denied a professional license, privilege of taking an examination, or had a professional license or permit revoked or suspended by a licensing authority in Rhode Island or any other state or jurisdiction (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization)? If “Yes” provide a brief explanation, copies of all documentation and name/address/ phone number/contact person for the licensing/registration/authorization authority.</p> <hr/> <hr/> <hr/> <hr/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<p>3. Is any Owner or Interest Holder employed by the State of Rhode Island? If “Yes” please describe below.</p>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<p>Click or tap here to enter text.</p>		



Cannabis
Control
Commission
OF RHODE ISLAND

4. Does Applicant, or any Owner or Interest Holder have any “material financial interest or control” (as defined in 560-RICR-10-10-1.2(A)(13)) in another Rhode Island cannabis establishment, or any ownership or interest in a Cannabis Testing Facility or vice versa. If “Yes” describe below:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Click or tap here to enter text.		
5. Applicant acknowledges that it fully understands that:		
a. Cannabis is a Schedule I controlled substance under the Controlled Substances Act of 1970 (21 U.S.C. 801 <i>et seq.</i>);	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
b. The manufacture, distribution, cultivation, processing, possession, or possession with intent to distribute a Schedule I controlled substance, or conspiring or attempting to do so, are offenses subject to harsh penalties under federal law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges;	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
c. Any activity regarding cannabis that does not comply with Rhode Island law or regulations is a violation of State law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges; and	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
d. Applicant must comply with all requirements pertaining to national criminal background checks prior to licensure and continuously report any changes to previously report results.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
6. Applicant acknowledges that Application Fees are non-refundable.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7. Applicant acknowledges that in filing an Application for a license, the following:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
a. The Cannabis Control Commission is vested with certain authority and discretion under the Act and Regulations with respect to review and approval of an Adult-Use Cannabis Retail License; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The Cannabis Control Commission’s decision in approving or denying an Application shall be final subject to the provisions of the Administrative Procedures Act codified in R.I. Gen. Laws § 42-35-1 <i>et seq.</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>



The undersigned hereby acknowledges and agrees that Applicant has a continuing obligation to disclose any changes and shall provide written notice to the Commission within sixty (60) days of any change of the information provided and the certifications made in this AUR Form 3 and that each such notice shall include an updated AUR Form 3.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this AUR Form 3 are complete, true, correct, and accurate.

Julian Jarmoszko
Signature of Authorized Signatory

- 12/23/2025
Date

- JULIAN JARMOSZKO
Printed Name:

Print Title: Managing Member

Print Name of Applicant: Green Dolphin LLC

AUR Form 4 – Business License Identification Form

Applicant hereby state(s) as follows:

With respect to Applicant and any Owner or Interest Holders described in Form 2, Section I, such persons are currently or have been previously licensed, registered or authorized to produce or otherwise deal in the manufacture or distribution of cannabis in any form, in the below states or jurisdictions and corresponding agency or authority.

State & Name of Agency	Type of License	Name of Licensee	License or Registration #
RI & Department of Health	Medical Marijuana Patient/caregiver Card	Julian Jarmoszko	MMP456978 MMC 4800632022
RI & Department of Heath	Medical Marijuana Patient Card	Joseph Lennon- Tierney	MMP44191513045

Applicant disclosed and provided any and all denial, suspension, revocation, fines, or other sanction of the license, registration or authorization listed above as instructed in AUR FORM 3.

Applicant hereby authorizes: (1) the Cannabis Control Commission to contact the agencies indicated above for information regarding Applicant and the licenses/registrations listed above; and (2) such other state agencies to provide any and all information requested by the Commission regarding the licenses/registrations. If requested by the Commission, Applicant will provide any additional authorization required by any of the state agencies to provide information requested by the Commission.

The undersigned hereby acknowledges and agrees that Applicant has a continuing obligation to disclose any changes and shall provide written notice to the Commission within sixty (60) days of any change of the information provided and the statements made in this AUR Form 4 and that each such notice shall include an updated AUR Form 4.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this AUR Form 4 are complete, true, correct, and accurate.

Julian Jarmoszko
Signature of Authorized Signatory

12/23/2025
Date

- JULIAN JARMOSZKO
Printed Name:

Print Title: Managing Member

Print Name of Applicant: Green Dolphin LLC