



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283264
Original Issued Date: 01/25/2021
Issued Date: 11/18/2021
Expiration Date: 01/25/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: DMA Holdings (MA), LLC

Phone Number: 508-450-2720
Email Address: nick@lakeshorelegalsolutions.com

Business Address 1: 35 Chase Avenue
Business City: Dudley
Business State: MA
Business Zip Code: 01571
Business Address 2:
Mailing Address 1: 16 Village Street
Mailing City: Dudley
Mailing State: MA
Mailing Zip Code: 01571

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 19.62
Role: Manager
Percentage Of Control: 19.62
Other Role: Chief Operating Officer

First Name: Joseph	Last Name: Villatico	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 12.56	Percentage Of Control: 12.56	
Role: Owner / Partner	Other Role:	
First Name: Malcolm	Last Name: Beers	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 12.56	Percentage Of Control: 12.56	
Role: Owner / Partner	Other Role:	
First Name: Jason	Last Name: Villatico	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 12.82	Percentage Of Control: 12.82	
Role: Executive / Officer	Other Role: Chief Financial Officer	
First Name: David	Last Name: Lahar	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 17.57	Percentage Of Control: 17.57	
Role: Executive / Officer	Other Role: Chief Operating Officer	
First Name: Rhett	Last Name: Jordan	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 44.74	Percentage of Ownership: 44.74
Entity Legal Name: JVMB Enterprises, LLC	Entity DBA: DBA
	City:
Entity Description: Massachusetts, LLC	
Foreign Subsidiary Narrative:	
Entity Phone:	Entity Email: Entity Website:
Entity Address 1:	Entity Address 2:

Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:		Entity Mailing Address 2:
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:

Relationship Description: JVMB Enterpreises, LLC is a voting Member of the ME with the sole controlling interest and direct authority over the ME as further described in the operating agreement of the ME attached to this application

Entity with Direct or Indirect Authority 2

Percentage of Control: 17.57	Percentage of Ownership: 17.57
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Entity Legal Name: RJ Mass, LLC	Entity DBA:	DBA City:
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Entity Description: Massachusetts LLC

Foreign Subsidiary Narrative:

Entity Phone:	Entity Email:	Entity Website:
Entity Address 1:		Entity Address 2:
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:		Entity Mailing Address 2:
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:

Relationship Description: Solely owned LLC of Rhett Jordan

Entity with Direct or Indirect Authority 3

Percentage of Control: 12.82	Percentage of Ownership: 12.82
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Entity Legal Name: Convergion, LLC	Entity DBA:	DBA City:
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Entity Description: Massachusetts LLC

Foreign Subsidiary Narrative:

Entity Phone:	Entity Email:	Entity Website:
Entity Address 1:		Entity Address 2:
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:		Entity Mailing Address 2:
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:

Relationship Description: Solely Owned LLC of David Lahar

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: John	Last Name: Norton	Suffix:
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Describe the nature of the relationship this person has with the Marijuana Establishment: John Norton is the sole creditor of the ME providing 100% of the initial funding by way of a promissory note to the ME.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: John	Last Name: Norton	Suffix:
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Types of Capital: Debt Other Type of Capital: Total Value of the Capital Provided: \$1000000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Joseph	Last Name: Villatico	Suffix:
Marijuana Establishment Name: DMA Holdings (MA), LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Dudley	Marijuana Establishment State: MA	

Individual 2

First Name: Joseph	Last Name: Villatico	Suffix:
Marijuana Establishment Name: DMA Holdings (MA), LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Dudley	Marijuana Establishment State: MA	

Individual 3

First Name: Malcolm	Last Name: Beers	Suffix:
Marijuana Establishment Name: DMA Holdings (MA), LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Dudley	Marijuana Establishment State: MA	

Individual 4

First Name: Malcolm	Last Name: Beers	Suffix:
Marijuana Establishment Name: DMA Holdings (MA) LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Dudley	Marijuana Establishment State: MA	

Individual 5

First Name: Jason	Last Name: Villatico	Suffix:
Marijuana Establishment Name: DMA Holdings (MA), LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Dudley	Marijuana Establishment State: MA	

Individual 6

First Name: Jason	Last Name: Villatico	Suffix:
Marijuana Establishment Name: DMA Holdings (MA), LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Dudley	Marijuana Establishment State: MA	

Individual 7

First Name: David	Last Name: Lahar	Suffix:
Marijuana Establishment Name: DMA Holdings (MA), LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Dudley	Marijuana Establishment State: MA	

Individual 8

First Name: David	Last Name: Lahar	Suffix:
Marijuana Establishment Name: DMA Holdings (MA), LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Dudley	Marijuana Establishment State: MA	

Individual 9

First Name: John	Last Name: Norton	Suffix:
Marijuana Establishment Name: DMA Holdings (MA), LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Dudley	Marijuana Establishment State: MA	

Individual 10

First Name: John	Last Name: Norton	Suffix:
Marijuana Establishment Name: DMA Holdings (MA), LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Dudley	Marijuana Establishment State:	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 35 Chase Avenue

Establishment Address 2:

Establishment City: Dudley

Establishment Zip Code: 01571

Approximate square footage of the establishment: 175000

How many abutters does this property have?: 85

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	host_cert.pdf	pdf	5e81d579172cbc35459748d4	03/30/2020
Community Outreach Meeting Documentation	community_Attestation.pdf	pdf	5e81d57c5f1da0353e2b1bd9	03/30/2020
Plan to Remain Compliant with Local Zoning	zoning_pdf.pdf	pdf	5e81d5d581ed8a355b8d7593	03/30/2020
Community Outreach Meeting Documentation	community_outreach_attestation_SIGNED.pdf	pdf	5ed020325c6c422d41afdbfd	05/28/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$20000

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionate Impact_FINALRFI1.pdf	pdf	5ed0204dce51fd2d12e5faa6	05/28/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Other Role:
 First Name: Malcolm Last Name: Beers Suffix:
 RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Other Role:
First Name: Jason Last Name: Villatico Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 4

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

Individual Background Information 5

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

Individual Background Information 6

Role: Other Role:
First Name: Rhett Last Name: Jordan Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role: Controlling Member
Entity Legal Name: JVMB Enterprises, LLC Entity DBA:
Entity Description: Massachusetts LLC
Phone: 508-943-7800 Email: nick@lakeshorelegalsolutions.com
Primary Business Address 1: 703 Beacon Park Primary Business Address 2:
Primary Business City: Webster Primary Business State: MA Principal Business Zip Code:
01570
Additional Information: JVMB Enterprises, LLC is a 44.74% percent owner and the only controlling member of DMA Holdings (MA), LLC

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	cert_org.pdf	pdf	5e81de35172cbc35459748e7	03/30/2020
Department of Revenue - Certificate of Good standing	mdor_goodstanding.pdf	pdf	5e81ead6b7c619391b8b8473	03/30/2020
Secretary of Commonwealth - Certificate of Good Standing	dma_goodstanding.pdf	pdf	5e81ead7172cbc354597491e	03/30/2020
Bylaws	signedfinaloperating.pdf	pdf	5e836d442b97cf38fa374f09	03/31/2020

Department of Revenue - Certificate of Good standing	DUA Cert of Good Standing Attestation_SIGNED.pdf	pdf	5ed02145504715348b1e420c	05/28/2020
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Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	goodstanding.pdf	pdf	616817bf734f4a69091d2d92	10/14/2021
Department of Revenue - Certificate of Good standing	dor_cert.pdf	pdf	616817c7ff5a8a691f85ab43	10/14/2021
Department of Unemployment Assistance - Certificate of Good standing	DUA Certificate of Good Standing.pdf	pdf	617876a586cf8531b41a02ba	10/26/2021

Massachusetts Business Identification Number: 001391976

Doing-Business-As Name: Greatest Hits

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan For Obtaining Liability Insurance.pdf	pdf	5e81ded3bddf0438d21db26b	03/30/2020
Business Plan	DMA Business Plan v2.pdf	pdf	5e82bd9fb3c49635509e9c80	03/30/2020
Proposed Timeline	TIMELINE_2021_retail.pdf	pdf	616818741a09116935911edd	10/14/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Obtaining Product.pdf	pdf	5e8200705f1da0353e2b1cde	03/30/2020
Inventory procedures	Inventory.pdf	pdf	5e8200d2b3c49635509e9865	03/30/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5e8200d91cdd2e3910a51a68	03/30/2020
Security plan	Security Plan.pdf	pdf	5e8200e79a385038d9d895b1	03/30/2020
Storage of marijuana	Storage.pdf	pdf	5e8200edb014bf38e46ccb0	03/30/2020
Transportation of marijuana	Transportation.pdf	pdf	5e8200f2961ad539052bcc98	03/30/2020
Dispensing procedures	Dispensing.pdf	pdf	5e8201142eba6d38ef164297	03/30/2020
Inventory procedures	Inventory.pdf	pdf	5e820119482e703583b7a265	03/30/2020
Personnel policies including background checks	Personnel.pdf	pdf	5e82011d1cdd2e3910a51a70	03/30/2020
Quality control and testing	Quality Control.pdf	pdf	5e820125b7c619391b8b851b	03/30/2020
Record Keeping procedures	Record Keeping.pdf	pdf	5e8201285f1da0353e2b1ce9	03/30/2020
Maintaining of financial records	Financial Records.pdf	pdf	5e82014e482e703583b7a26a	03/30/2020
Qualifications and training	Qualifications.pdf	pdf	5e8201511cdd2e3910a51a74	03/30/2020

Restricting Access to age 21 and older	Plan for Restricting Access to 21+.docx.pdf	pdf	5e829ce8bddf0438d21db726	03/30/2020
Diversity plan	diversity2.pdf	pdf	617876b9e3155f31cafc94e6	10/26/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	notapplicable.pdf	pdf	616818f9c28c0968f3848f44	10/14/2021

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	notapplicable.pdf	pdf	616818fe269fa7691422e580	10/14/2021

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: DMA has listed an advertisement in the Webster Times on 9/24/21 concerning expungement services. Counsel for DMA has received two inquiries pertaining to the filing. Following the signing of engagement letters, Counsel will file the required documents with the Dudley District Court and Uxbridge District Court. DMA foresees that advertisement made within its Retail establishment in the future, as well as educating individuals applying for jobs in the future, will lead to an increase in expungement offerings to satisfy the positive impact plan goal. Hiring for DMA's cultivation will occur in 2022, and therefore the goal of 12 filings per year should be satisfied once operations and hiring begin. However, DMA is hoping that its recent posting will lead to more than the initial two inquiries that have been received.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: DMA is still in the construction phase of its cultivation project, with the belief that the construction project will be completed in the first half of 2022. Therefore, no postings for jobs within the cultivation aspect of the business have been made. However, DMA has informed its general contractor that both DMA and the CCC are striving for diversity within this new business segment, and therefore, DMA has informed its general contractor to seek out a diverse field of sub contractors when putting items out to bid concerning the construction project.

Hiring for the cultivation of DMA should be performed in 2022. The diversity goals listed in the diversity plan of DMA should be satisfied through hiring of new employees. DMA and its executive team are well aware of the need for a diverse workforce, and will strive to satisfy all goals once hiring begins.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM



Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Joseph Villalobos, (insert name) certify as an authorized representative of Dave Holdings LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Dudley (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 1/27/20 (insert date).

Signature of Authorized Representative of Applicant

Host Community

I, Jonathan Rupp, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Dudley (insert name of host community) to certify that the applicant and Town of Dudley (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 1/27/20 (insert date).

Signature of Contracting Authority or Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Nicholas Adamopoulos, (insert name) attest as an authorized representative of DMA Holdings (MA) LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on October 1, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on September 13, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on September 11, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on September 11, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

900 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Lucier, Joan M., 17-029583
September 6, 2019
September 13, 2019
September 20, 2019

09/24/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.
WITNESS, Hon. Lellah A. Keamy,
First Justice of this Court.
Date: August 26, 2019
Stephanie K. Fattman
Register of Probate
September 13, 2019

Lowell, MA 01851
(978) 256-1500
Lonchiadis, Christopher E., 16-027535
September 13, 2019
September 20, 2019
September 27, 2019

**Notice of Sale of Motor Vehicle
Under G.L.c. 255, Section 39A**

Notice is hereby given by: School St Towing 17-31 School St Webster MA 01570. pursuant to the provisions of G.L.c. 225, Section 39A, that on: 28 Sept 2019 at 9AM at: 17-31 School St Webster MA 01570 by Private Sale the following Motor Vehicle will be sold to satisfy the garagekeeper's lien thereon for storage, towing charges, care and expenses of notices and sale of said vehicle. Vehicle description: Year: 2017 Make: Chevy Model: Sonic Registration#/State: 8PS136 VIN: 1G1JB5SH9H4134727 Name and address of vehicle owner: Jonathan Joseph 75 West St., Apt 5, Worcester, MA by: Frank A Czechowski Jr Dated: 2 Sept 2019 This notice has been given under the provisions of G.L.c. 255, Section 39A

for ERA Mortgage Corporation to PHH Mortgage Corporation dated April 11, 2017 recorded in Worcester County (Worcester District) Registry of Deeds in Book 56970, Page 151, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 82 Slater Street, Webster, MA 01570 will be sold at a Public Auction at 2:00 PM on October 2, 2019, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit: A certain tract of land located on the Easterly side of said Slater Street, commencing at the Northwest corner of same on the Easterly line of said Slater Street; THENCE in a Southerly direction, 97.5 feet along the Easterly line of Slater Street to a point; THENCE in a Easterly direction, 89.2 feet to a point; THENCE in a Northerly direction 145.4 feet to a stone bound; THENCE in a Northerly direction, 15.4 feet to a point; THENCE in a Westerly direction, 146.8 feet to the point of Beginning. Granting also the right of way which the grantors now have immediately adjacent to the Southerly line of the herein above described premises, extending from said Slater Street along the whole Southerly line or side of the herein conveyed premises. Premises are conveyed subject to rights of New England Power Company so far as the same affect the premises are in force. Also, a certain tract of land situated in said Webster, Easterly of Slater Street, bounded and described as follows: BEGINNING at an iron pipe at the Southeastern corner of land of Lavallee and Irene Lavallee, now or formerly, in the Northerly line of an old road; THENCE Northwesterly 145.5 feet by land of said Wilfred Lavallee and Irene Lavallee, now or formerly to a stone bound; THENCE deflecting to the right and extending Northerly 12.9 feet by land of said Wilfred Lavallee and Irene Lavallee

**COMMONWEALTH
OF MASSACHUSETTS
LAND COURT**

**DEPARTMENT OF THE TRIAL
COURT**

ORDER OF NOTICE
19 SM 004032

To: Dennis A. Bernard
Julie A. Bernard
and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 (et seq):
Chimera REO 2018-NR1 LLC
claiming to have an interest in a Mortgage covering real property in Dudley, numbered 2 Progress Avenue, given by Dennis A. Bernard and Julie A. Bernard to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Wilmington Finance, a division of AIG Federal Savings Bank, dated July 21, 2005, and recorded in Worcester County (Worcester District) Registry of Deeds in Book 36890, Page 344, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before October 21, 2019 or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness, GORDON H. PIPER, Chief Justice of this Court on September 5,

LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 1, 2019 at 6:30 PM at the Veteran's Memorial Hall, Room 321A, Dudley Municipal Complex, 71 West Main Street, Dudley Massachusetts, 01571. The proposed Marijuana Establishment will be an Adult-Use Marijuana Cultivation, Adult-Use Marijuana Manufacturing, and Adult-Use Marijuana Retail Establishment to be located at 35 & 37 Chase Avenue, Dudley, Massachusetts 01571. There will be an opportunity for the public to ask questions.

September 13, 2019

**LEGAL NOTICE
MORTGAGEE'S SALE
OF REAL ESTATE**

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Christopher E. Lonchiadis and Dawn K. Lonchiadis to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Bank of America, N.A., dated November 23, 2009 and recorded in Worcester County (Worcester District) Registry of Deeds in Book 45164, Page 65 (the "Mortgage") of which mortgage Nationstar Mortgage LLC d/b/a Mr. Cooper is the present holder by assignment from Mortgage Electronic Registration Systems, Inc. as nominee for Bank of America, N.A., its successors and/or assigns to Nationstar Mortgage LLC dated November 18, 2016 recorded in Worcester County (Worcester District) Registry of Deeds in Book 56399, Page 176, for

**Commonwealth of Massachusetts
The Trial Court**

**Probate and Family Court
Worcester Division
Worcester Probate and Family Court**

225 Main Street
Worcester, MA 01608

Docket No. WO19P2908PM

**PETITION GIVING NOTICE OF
CONSERVATOR OR OTHER
PROTECTIVE ORDER PURSUANT
TO G.L. c. 190B, § 5-304 & § 5-405.**

In the matter of:

Leo E Cusson
Of: Webster, MA
RESPONDENT

(Person to be Protected/Minor)

LEGAL NOTICE: Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 1, 2019 at 6:30 PM at the Veteran's Memorial Hall, Room 321A, Dudley Municipal Complex, 71 West Main Street, Dudley Massachusetts, 01571. The proposed Marijuana Establishment will be an Adult-Use Marijuana Cultivation, Adult-Use Marijuana Manufacturing, and Adult-Use Marijuana Retail Establishment to be located at 35 & 37 Chase Avenue, Dudley, Massachusetts 01571. There will be an opportunity for the public to ask questions.

LAKE SHORE LEGAL, LLC
ATTORNEYS-AT-LAW

NICHOLAS ADAMOPOULOS
KIEL BECKER*

*ALSO ADMITTED IN ME

PO Box 1210
154 THOMPSON ROAD
WEBSTER, MA 01570

TEL.: 508-943-7800
FAX: 508-948-0570
LAKESHORELEGALSOLUTIONS.COM

September 11, 2019

RE: Notice of a Community Outreach Meeting for DMA Holdings, Inc.
Proposed Adult Use Marijuana Cultivator, Adult Use Marijuana Manufacturer, and Adult
Use Marijuana Retail Establishment
35 & 37 Chase Avenue, Dudley, MA 01570

Dear Sir/Madame:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 1, 2019 at 6:30 PM at the Veteran's Memorial Hall, Room 321A, Dudley Municipal Complex, 71 West Main Street, Dudley Massachusetts, 01571. The proposed Marijuana Establishment will be an Adult-Use Marijuana Cultivation, Adult-Use Marijuana Manufacturing, and Adult-Use Marijuana Retail operation to be located at 35 and 37 Chase Avenue, Dudley, Massachusetts. There will be an opportunity for the public to ask questions.

You are hereby receiving notice of this Community Outreach Meeting in accordance with the requirements of 935 CMR 500.000 based upon your proximity to the proposed establishment's location, 35 and 37 Chase Avenue, Dudley, Massachusetts.

All questions concerning this proposed establishment can be brought to the Community Outreach Meeting.

Sincerely,

Nicholas Adamopoulos

PLAN TO REMAIN COMPLIANT WITH LOCAL BYLAWS

DMA Holdings (MA), LLC (“DMA”) will remain compliant at all times with the Town of Dudley bylaws and regulations application to DMA’ Marijuana Establishment.

In accordance with Town of Dudley’s Zoning By-Law Section 3.15.00, DMA’s proposed Marijuana Establishment is located at 35 Chase Avenue, Dudley, Massachusetts in the Industrial 130 and Mill Overlay Zoning District designated for Adult Use Marijuana cultivation, manufacturing, and retail sales.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12

As required by Town of Dudley’s Zoning By-Law 2.03.02 (Use by District Chart) and Zoning By-Law 3.15.05, DMA will apply for a Special Permit and/or Site Plan Approval, as applicable, from the Town of Dudley Planning Board. The Special Permit approval shall have a term limited to the duration of DMA’ ownership/control of the premises as a Marijuana Establishment and shall lapse/expire if: (1) DMA ceases to operate; and/or (2) DMA’s registration/license by the Commission expires or is terminated.

DMA will apply for a Building Permit and a Certificate of Occupancy from the Dudley Building Department. DMA will also obtain a Marijuana Operating Permit annually from the Town of Dudley Board of Health.

DMA will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer, Cultivator, and Manufacturer at DMA’s proposed location.

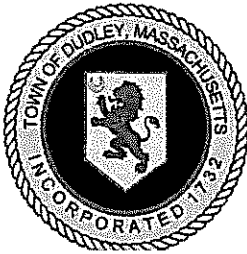
DMA has already attended several meetings with various municipal officials and boards to discuss DMA’s plans for a proposed Marijuana Establishment and has executed a Host Community Agreement with Town of Dudley. DMA will continue to work cooperatively with various municipal departments, boards, and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

Community Outreach Attestation

Nicholas Adamopoulos is the attorney representing DMA Holdings (MA), Inc. The Community Outreach Meeting Attestation Form was signed in his capacity as legal counsel for the entity. Nicholas Adamopoulos does not have an ownership or controlling interest in DMA Holdings (MA), Inc.

A handwritten signature in black ink, appearing to read "Joseph Villatico", written over a horizontal line.

Joseph Villatico



John Marsi
Chairman

Jason Johnson
Vice Chairman

Steven Sullivan
Clerk

**Town of Dudley Massachusetts
Board of Selectmen
Office of the Town Administrator
71 West Main Street, Dudley, MA 01571**

Paul Joseph
Selectman

Kerry Cyganiewicz
Selectman

Jonathan Ruda
Town Administrator

Tel: 508-949-8001
www.dudleyma.gov

October 4, 2021

To Whom it May Concern:

This letter is confirmation that the Host Community Agreement between the Town of Dudley and DMA Holdings (MA), LLC is still in good standing. At this time DMA has paid the Town a total amount of \$20,000.00. The Town is aware that DMA is continuing its construction of the cannabis facility, and that future payments under the HCA will increase once the facility is operational.

Please call if you have any questions.

Sincerely,

Jonathan Ruda
Town Administrator

cc: Nicholas Adamopoulos, Esq.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

DMA Holdings (MA), LLC (“DMA”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, DMA has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact

Goals

In order for DMA to positively impact Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions, DMA has established the following goals:

1. DMA shall offer legal expungement services to individuals who have prior possession charges. Such services will be paid for by DMA. DMA shall strive to provide at a minimum of 12 expungement filings per year, or an average of one expungement filing per month.
2. DMA will give hiring consideration to at least 50% of individuals or their spouses or direct descendants who have obtained expungement services through Goal 1 of this program. All individuals being given hiring consideration will be at a minimum 21 years of age.

Programs

DMA has developed specific programs to effectuate its stated goals to positively impact Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions. Such programs will include the following:

1. DMA will at least quarterly advertise in the Webster Times, reaching the towns of Webster, Dudley, and Oxford, that it is offering expungement services to Massachusetts residents with past drug convictions.

Measurements

The Vice President of Operations and Human Resources will administer the Plan and will be responsible for developing measurable outcomes to ensure DMA continues to meet its commitments. Such measurable outcomes, in accordance with DMA’s goals and programs described above, include:

- Annual filing of 12 expungement petitions with Massachusetts’ courts.
- Quarterly advertising in the Webster Times concerning expungement services

- Review of application filings from individuals who have obtained expungement services and review of applications from their spouses or direct descendants..

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

Acknowledgements

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001391976

1. The exact name of the limited liability company is: DMA HOLDINGS (MA), LLC

2a. Location of its principal office:

No. and Street: PO BOX 6039

City or Town: INCLINE VILLAGE State: NV Zip: 89450 Country: USA

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

No. and Street: 155 FEDERAL STREET

SUITE 700

City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

REAL ESTATE DEVELOPMENT AND MANAGEMENT

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CT CORPORATION SYSTEMS

No. and Street: 155 FEDERAL STREET

City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DAVID ALLEN LAHAR	PO BOX 6039 INCLINE VILLAGE, NV 89450 USA
MANAGER	JOHN PATRICK NORTON	PO BOX 6039 INCLINE VILLAGE, NV 89450 USA
MANAGER	JOSEPH ANTHONY VILLATICO	PO BOX 6039 INCLINE VILLAGE, NV 89450 USA

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

managers.

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DAVID ALLEN LAHAR	PO BOX 6039 INCLINE VILLAGE, NV 89450 USA

9. Additional matters:

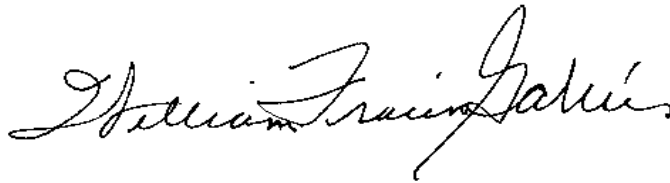
SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of July, 2019,
DAVID A. LAHAR

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

THE COMMONWEALTH OF MASSACHUSETTS

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

July 08, 2019 05:34 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L0187994688
Notice Date: March 23, 2020
Case ID: 0-000-765-832



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JOSEPH VILLATICO
DMA HOLDINGS (MA), LLC
35 CHASE AVE
DUDLEY MA 01571-3404

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DMA HOLDINGS (MA), LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

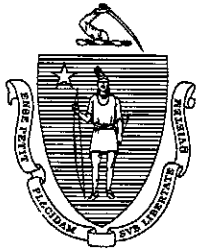
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

March 5, 2020

TO WHOM IT MAY CONCERN:

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

DMA HOLDINGS (MA), LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 8, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **DAVID ALLEN LAHAR, JOHN PATRICK NORTON, JOSEPH ANTHONY VILLATICO**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DAVID ALLEN LAHAR, JOHN PATRICK NORTON, JOSEPH ANTHONY VILLATICO**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DAVID ALLEN LAHAR**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

**Operating Agreement
of
DMA HOLDINGS (MA), LLC**
a Massachusetts limited liability company

March 31, 2020

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

THIS OPERATING AGREEMENT (this “*Agreement*”) is made and entered into effective as of March 31, 2020 (the “*Effective Date*”), by and between the parties signing this Agreement, as the Members of **DMA HOLDINGS (MA), LLC**, a Massachusetts limited liability company (the “*Company*”), and any other Person who subsequently agrees to be bound by the terms of this Agreement.

The Members wish to enter into this Agreement setting forth the terms and conditions governing the operation and management of the Company.

I DEFINITIONS.

Certain defined terms used herein are listed on Exhibit A attached hereto and incorporated herein by this reference. Capitalized terms defined on such Exhibit A shall have the meanings given on such exhibit (unless otherwise expressly provided herein).

II THE COMPANY.

2.1 Formation. The Company has been organized as a Massachusetts limited liability company by the filing of its Articles of Organization under and pursuant to the Acts with the Secretary of the Commonwealth of Massachusetts. The rights and liabilities of the Unitholders shall be determined pursuant to the Acts and this Agreement. To the extent that the rights or obligations of any Unitholder or Manager are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Acts, control.

2.2 Name. The name of the Company is “**DMA Holdings (MA), LLC**” and all Company business shall be conducted in that name.

2.3 Term. The Company commenced on the date the Articles of Organization were filed with the Secretary of the Commonwealth of Massachusetts and shall continue in existence in accordance with the terms and provisions hereof.

2.4 Registered Agent; Principal Office in the United States; Other Offices. The registered agent of the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Managers may designate from time to time in the manner provided in the Acts. The principal office of the Company in the United States shall be at such place as the Managers may designate from time to time. The Company may have such other offices as the Managers may designate from time to time.

2.5 Purpose of the Company. The purpose for which the Company is organized is to engage in any activity in which a limited liability company may engage, as determined by the Members and any activities incidental or related thereto.

2.6 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity, and no Unitholder shall have any ownership interest in such property in his individual name or right. Each Unitholder’s Units or other interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all of its real and personal property in the name of the Company and not in the name of any Manager or Unitholder.

2.7 Payments of Individual Obligations. The Company’s credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be Transferred or encumbered for or in payment of any individual obligation of any Unitholder or Manager.

III GENERAL PROVISIONS RELATING TO MEMBERS AND OTHER UNITHOLDERS.

3.1 Members. The names, addresses, and number of Units of the Members as of the Effective Date are set forth on Schedule 3.1.

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

3.2 Authority. Unless authorized to do so by this Agreement or by the Managers in writing, no Unitholder of the Company, in his or her capacity as a Member or Unitholder, shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

3.3 Limitation of Liability for Company Debts. Each Unitholder's liability for the debts and obligations of the Company shall be limited as set forth in the Acts and other applicable law.

3.4 Priority and Return of Capital. Except as expressly provided herein, no Unitholder shall have priority over any other Unitholder, either as to the return of Capital Contributions or as to allocations or distributions; provided that this Section 3.4 shall not apply to loans (as distinguished from Capital Contributions) that a Unitholder has made to the Company.

3.5 Duties of Unitholders. Except as otherwise expressly set forth herein, no Unitholder, in his capacity as a Unitholder, shall have any fiduciary or other duty to the Company or any other Unitholder with respect to the business and affairs of the Company. Without limiting the foregoing, as a matter of clarity, as otherwise expressly set forth herein, (a) no Unitholder shall have any fiduciary duty of any kind whatsoever to the Company or the other Unitholders in connection with the performance of his or her duties or the exercise of his or her powers or rights as a Unitholder or Member, and (b) no Unitholder or group of Unitholders shall have any duty or obligation to bring any "corporate opportunity" to the Company and neither the Company nor any Unitholder shall have any rights by virtue of this Agreement in any business interests or activities of any other Unitholder.

3.6 No Obligation to Restore Negative or Deficit Capital Account Balances. Except as otherwise provided in the Acts, no Unitholder shall have any liability to restore all or any portion of a negative or deficit balance in the Unitholder's Capital Account, and the negative or deficit balance of the Unitholder's Capital Account shall not be considered to be a debt owed by the Unitholder to the Company or to any other Person for any purpose whatsoever. This provision shall apply to a winding up, liquidation, and dissolution of the Company.

3.7 Additional Issuance of Units. The Unitholders set forth in Schedule 3.7 shall not be obligated to make an initial Capital Contributions to the Company with respect to the Units issued pursuant to Schedule 3.7 (the "Carried Units"), and instead shall have only a "profits interest" such that the initial Capital Account in respect of such Carried Units shall be Zero Dollars (\$0.00) and the recipient shall only be entitled to a share of Profits and Losses and the appreciation of the Company's property after the date of the issuance of the Carried Units in accordance with the terms and conditions of this Agreement. The parties to this Agreement acknowledge and agree that the issuance of the Carried Units hereunder is intended to be treated as a nontaxable transaction for income tax purposes under Rev. Proc. 93-27, 1993 2 C.B. 343, as clarified by Rev. Proc. 2001 43, 2001 2 C.B. 191. Accordingly, no party to this Agreement shall take the position for income tax purposes that such issuance is a taxable event or claim that the Company or any Member is entitled to any income tax deduction as a result of or in connection with the issuance of the Carried Units. The parties shall take all actions for income tax purposes consistent with the treatment of the receipt of such on the Carried Units.

IV MEETINGS OF, AND ACTIONS BY, MEMBERS.

4.1 Actions by Members. Except as otherwise provided herein, including in Section 4.9 below, all actions required or permitted to be taken by the Members shall be taken at a meeting held in accordance with the provisions of this Agreement. The affirmative vote of a Super Majority in Interest of the Members (including Members not present at the meeting) entitled to vote shall be the act of the Members unless the vote of a greater or lesser proportion or number is otherwise required by this Agreement. Unless otherwise agreed by the Members, the President shall preside over all meetings of the Members.

4.2 Annual Meetings. The Members may, but need not, hold annual or regular meetings.

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

4.3 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by the Managers or by any Member or Members holding at least twenty-five percent (25%) of the Units held by all Members entitled to vote at such meeting. The date, time and place of a special meeting of the Members shall be set by the Person or Persons calling such special meeting.

4.4 Place, Time, and Date of Meetings. The place, time, and date of all meetings shall be reasonable. Members may participate in any meeting by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation by such means in such meeting shall constitute attendance and presence in person at such meeting.

4.5 Notice of Meeting. The Person or Persons calling any meeting of the Members shall do so by written notice to each Member, which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than two (2) business days, nor more than sixty (60) days, before the date of the meeting to each Member entitled to vote at such meeting.

4.6 Waiver of Notice. By attending a meeting (including by conference telephone or similar communications equipment), a Member (a) waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting and (b) waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

4.7 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member.

4.8 Voting Power. Each Member shall have one (1) vote for each Unit held by the Member. A Unitholder that is not a Member shall have no voting rights with respect to any Units.

4.9 Action Without a Meeting. Action required or permitted to be taken by the Members as a group may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by Members having enough aggregate votes to approve such action at a meeting of the Members at which all Members are present, which written consent shall be delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken pursuant to this Section 4.9 is effective when all Members entitled to vote on the issue have signed the consent unless the consent specifies a different effective date.

V MANAGEMENT OF THE COMPANY.

5.1 Management of the Company by Managers. The business and affairs of the Company shall be managed by the Managers. The Managers shall be duly elected and appointed by the vote of the Members. The number of Managers shall be fixed from time to time by the Members. As of the Effective Date, the Managers are as follows:

- (a) Joseph A. Villatico;
- (b) Malcolm M. Beers;
- (c) David A. Lahar
- (e) Jason A. Villatico

5.2 Term, Removal and Resignation. A Manager shall not serve for any specific term and shall cease to be a Manager only upon such Manager's resignation or removal in accordance with the terms hereof. Any Manager may resign at any time by giving written notice to the Company. The resignation of any Manager shall take effect upon receipt of notice thereof by the Company or at such later time as shall

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

be specified in such notice. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Manager may be removed and replaced at any time by the vote or action of the Members; provided that a Manager may only be removed by the Appointing Member that appointed such Manager pursuant to Section 5.1 or by the Members for Cause.

5.3 Authority of the Managers.

(a) Authority of the Managers Generally. Subject to the limitations set forth in this Agreement and the Articles of Organization, the Managers shall have all of the rights and powers that may be possessed by Managers under the Acts and, to the maximum extent permitted by the Acts, shall have the authority to take all actions on behalf of the Company, whether or not such action is within the ordinary course of business of the Company. To the extent that the vote or approval of the Members or any group of Members for such action is provided for elsewhere in the Acts, such provisions are hereby modified or waived to grant maximum permissible authority to the Managers. Without limiting the generality of the foregoing, except as provided elsewhere in this Agreement, including in Section 5.4 below, the Managers shall at any time have full power and authority to make all decisions on behalf of the Company as to: (1) the registration and qualification under the appropriate securities laws of the sale of Units; (2) the acquisition, development, operation, marketing, financing or disposition of the assets of the Company (subject to the voting rights of the Members provided for in Section 5.4); (3) the need for additional contributions from Members; (4) the retention of reserves and the determination of the sufficiency of cash available for distributions to Members; (5) the management of all or any part of the Company's assets; (6) the borrowing of money and the granting of security interests in Company assets; (7) the prepayment, refinancing, or extension of any mortgage affecting Company property; (8) the compromise or release of any claims or debts of the Company; (9) procuring and maintaining liability, casualty, fire, and other insurance to protect the Company's properties and business; and (10) the employment of persons, firms, or corporations for the operation and management of the Company's business.

(b) Provisions applicable to a Sole Manager. At any time during which there is a single Manager, such Manager shall have the right to exercise all authority of the Managers hereunder without the requirement of any meeting, written consent, or other formalities, and all references to the "Managers" herein shall be deemed to be references to the sole Manager.

(c) Provisions applicable to Multiple Managers. The provisions of this Section 5.3(c) shall apply during any period in which the Company has more than one Manager. The Managers shall jointly manage and control the business of the Company, and actions to be taken by the Managers may be approved at a meeting held in accordance with Section 5.5 or by the written consent of a majority of the Managers in accordance with Section 5.6; provided, however, that the Managers may delegate, in writing, to one or more of their number or to one or more Officers, the right and power to deal with any aspect of the Company's business and/or take any action that the Managers are authorized to take without the further consent of the other Managers. Notwithstanding the above, however, for the efficient operation of the Company's business, except as expressly limited in other Sections of this Agreement, including Section 5.4 hereof, each Manager, acting individually, is authorized to execute and deliver any documents or do any other things necessary or appropriate to take any of the following actions so long as the action or transaction does not involve such Manager or an Affiliate of such Manager:

- (1) sell or transfer assets having a fair market value of Ten Thousand Dollars (\$10,000.00) or less, including by executing any deeds, assignments, leases, subleases, management contracts, and maintenance contracts covering or such assets;

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

(2) enter into consulting, employment or other agreements for assistance and services with respect to the Company's affairs which involve a liability to the Company of Ten Thousand Dollars (\$10,000.00) or less;

(3) except with respect to the regularly scheduled payroll payments, issue checks, drafts and other orders for the payment of Company funds in the amount of Ten Thousand Dollars (\$10,000.00) or less;

(4) execute and deliver promissory notes, mortgages, deeds of trust, security agreements and other similar documents involving assets having a value of Ten Thousand Dollars (\$10,000.00 or less); and

(5) obtain any licenses or operating permits issued or assumable by any local, state or national governmental body; and

(6) enter into any and all other agreements, documents or other instruments of any kind or character relating to the affairs of the Company which have been previously approved by the Managers.

5.4 Restrictions on Authority of Managers. Notwithstanding the other provisions of this Agreement, the Managers may not cause the Company to do any of the actions described in this Section 5.4 without first obtaining the consent of a Super Majority in Interest of the Members:

(a) Issue any additional Units of the Company, except the issuances pursuant to Section 3.7 or approved pursuant to Section 7.2;

(b) Redeem any Units of the Company except redemptions pursuant to an Event of Withdrawal;

(c) The sale, exchange or other disposition of all or substantially all of the assets of the Company;

(d) Dissolve the Company or vote or take any other action to liquidate or wind down the Company pursuant to 15.1; or

(e) Merge or consolidate the Company with any other entity, in one or more transactions (whether or not such entity would be the surviving entity).

If the vote or consent of the Members is required for any action pursuant to this Section 5.4, the Managers shall give each of the Members written notice of the proposed action and request such Member's consent. Each Member will provide written notice of its approval or disapproval within ten (10) days of such request. If any Member fails to respond to any request within such ten (10) day period, the Member shall be conclusively deemed to have given its approval to the proposed action.

5.5 Meetings of the Managers.

(a) Except as otherwise provided herein, all actions required or permitted to be taken by the Managers may be taken at a meeting held in accordance with the provisions of this Agreement. If more than a majority of the Managers are present at such meeting, such Managers shall constitute a quorum; provided, however that the affirmative vote of a majority of all of the Managers shall be the act of the Managers. Managers may participate in any meeting by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation by such means in such meeting shall constitute attendance and presence in person at such meeting.

(b) Each Manager shall have one (1) vote on matters to be determined by the Managers.

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

(c) Proxies shall not be permitted for Managers.

(d) The Managers may, but need not, hold annual or regular meetings at such time and places as they shall determine. Special meetings of the Managers may be called by any Manager upon reasonable notice to all Managers stating the purpose of the meeting and a reasonable place, time, and date for the meeting.

5.6 Action Without a Meeting. Action required or permitted to be taken by the Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Manager and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken pursuant to this Section 5.6 is effective when all Managers entitled to vote have signed the consent unless the consent specifies a different effective date. The record date for determining Managers entitled to take action without a meeting shall be the date the first Manager signs a written consent.

5.7 Separate Operation of Company Business. The Managers shall cause the Company to conduct its business and operations separate and apart from that of any other Person, including (a) segregating Company assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, any other Person, (b) maintaining separate books and financial records of the Company, observing all Company procedures and formalities, and acting on behalf of the Company only pursuant to this Agreement and applicable law, (c) causing the Company to pay its liabilities from assets of the Company, and (d) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

5.8 Salaries and Reimbursements. No Manager shall be entitled to compensation for services rendered to the Company, except as may be determined from time to time by the Members (not including the interested Manager). The Managers shall be reimbursed by the Company for any reasonable expenses incurred by them in the ordinary and proper conduct of the Company's business and affairs (including the winding up thereof) or the preservation of the Company's business or property.

5.9 Time Devoted; Other Activities. Each Manager shall be required to devote only such time to the affairs of the Company as such Manager reasonably determines is necessary to manage and operate the Company.

5.10 Officers.

(a) The Managers may, from time to time, designate one or more individuals to be officers of the Company (each, an "**Officer**"). No officer need be a Member or a Manager. Any Officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. The Managers may assign titles to particular Officers. Unless the Managers decide otherwise, if the title is one commonly used for Officers of a business corporation formed under the Massachusetts Corporations Act, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that normally are associated with that office, subject to (1) any specific delegation of authority and duties made to such Officer by the Managers, (2) the provisions of Section 5.4 and other limits on the authority of the Managers, which shall also apply to Officers, and (3) any restrictions imposed by the Managers. Any number of offices may be held by the same individual.

(b) Each Officer shall hold office until his or her successor shall be duly designated and qualified, until his or her death, or until he or she resigns or has been removed in the manner hereinafter provided.

(c) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Company. The acceptance of a resignation shall not be necessary to make it effective, unless

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expressly so provided in the resignation. Any Officer may be removed as such, either with or without cause, by the Managers or the Members whenever in their judgment the best interests of the Company will be served thereby. Any vacancy occurring in any office of the Company may be filled by the Managers.

(d) Officers shall receive such compensation and rights to reimbursement of expenses as may be determined by the Members.

(e) The initial Officers are as follows:

Officer	Name
President	Joseph A. Villatico
Vice President, Operations	Jason A. Villatico
Vice President, Sales and Marketing	Malcolm M. Beers

Except as modified by the foregoing provisions of this Section 5.10, the Officers shall generally be subject to all of the provisions of this Article V and Article VI relating to the rights, powers, obligations, restrictions, standards of care, and other matters concerning the Managers to the same extent as if the Officers were Managers.

5.11 Advisory Board. There may be one or more advisory boards whose purpose shall be to give advice and counsel to the Managers. An advisory board shall act in a purely advisory capacity and may not exercise any powers or perform any acts on behalf of the Company without the prior written consent of the Managers. The members of any advisory board will be appointed by the Managers and such advisory board shall meet at least annually and will report all activities to the Managers.

VI RIGHTS AND DUTIES OF MEMBERS AND MANAGERS.

6.1 Obligation of Good Faith and Fair Dealing. The Members, Managers and Officers shall discharge their duties to the Company under the Acts and this Agreement and shall exercise any rights consistently with an obligation of good faith and fair dealing, which shall be strictly limited to mean honesty in fact in the conduct or transaction of the Company business. The Members intend for the standard of good faith and fair dealing to be governed by the law of contracts and the Uniform Commercial Code and not by reference to any law specifically relating to fiduciaries or limited liability companies. Such obligation of good faith and fair dealing shall not restrict the Managers in the exercise of any right or the performance of any obligation to the extent expressly allowed under this Agreement or at law or from taking action because it would be in their self-interest but shall affect only the manner of performance of such rights and obligations to the extent not specified herein. The party alleging a breach of the obligation of good faith and fair dealing shall have the burden of proving such breach.

6.2 Standards of Care. In performing their duties hereunder, each Manager and Officer (if any) of the Company shall, subject to Section 6.1, discharge its duties in accordance with its duty of care in the conduct and winding up of the business of the Company, which shall be equivalent to, and expressly limited to, refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of the law.

A Manager or Officer shall not be liable to the Company or its Members for any actions it takes or omits to take as a Manager or Officer, as the case may be, if, in connection with such action or omission, it performed its duties of the position in compliance with this Section 6.2 and Sections 6.3 through 6.6.

6.3 Duty of Loyalty.

(a) Generally. Subject to Sections 6.4 through 6.6 of this Agreement, the duties a Manager or Officer owes the Company include the duties to: (1) account to the Company and hold as trustee for it any property, profit, or benefit derived by the Manager in the conduct or winding up of the

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Company business or derived from a use by the Manager of property of the Company, including the appropriation of an opportunity of the Company; (2) refrain from dealing with the Company in the conduct or winding up of the business of the Company as, or on behalf of, a party having an interest adverse to the Company except as set forth in Section 6.5; and (3) refrain from competing with the Company in the conduct of the Company business before the dissolution of the Company, which duty not to compete shall be governed by, and is expressly limited as provided in Section 6.4 below.

(b) Compliance with Duty of Loyalty. A Manager or Officer shall not be deemed to have breached his or her duty of loyalty under this Agreement if either (1) the transaction is fair to the Company or (2) Members (not including the interested Manager or such Manager's Affiliates) holding a majority of the issued and outstanding Units (not including Units held by the interested Manager's or the Manager's Affiliates Units), knowing the material facts of the transaction and the Manager's interest, authorize, approve, or ratify the transaction; provided that the Members shall be deemed to have authorized and ratified such transaction automatically without further action if the Manager has sent a notice to the Members describing the transaction and, within ten (10) days after delivery of such notice, Members holding no more than fifty percent (50%) (not including the interested Manager's or Manager's Affiliate's Units) of the Units have objected to the transaction by written notice delivered to the Company. A Manager does not violate a duty or obligation to the Company solely because the Manager's conduct furthers the Manager's own interest.

6.4 Other Activities; Company Opportunities. Except as may be applicable pursuant to Section 10.3, nothing contained in this Agreement shall prevent any Member, Manager, or Affiliate thereof, from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company's business. Except as may be applicable pursuant to Section 10.3, no Member or Manager, or any Affiliate of a Member or Manager, shall be obligated to: (a) account to the Company or to the other Members for any profits or income earned or derived from other such activities or businesses; or (b) inform the Company or the other Members of any business opportunity of any type or description.

6.5 Dealing with the Company. To the extent permitted by applicable law, and except as otherwise provided in this Agreement, each of the Managers and Officers, acting on behalf of the Company, is hereby authorized to purchase property from, sell property to, lend or borrow money from, or otherwise deal with any Member, Officer or Manager acting on its own behalf, or any Affiliate of any Member or Manager, provided that any such purchase, sale, loan, or other transaction shall be made on terms and conditions that are approved as provided in Section 5.4, if applicable, and Section 6.3; and further provided, however, that no loans or guarantees of loans shall be made by the Company to any Member or Manager, or any Affiliate of a Member or Manager, without the written approval of the Members (excluding any Units held by the interested Member).

6.6 Performance of Duties; Liability of Managers and Officers. In performing his or her duties, each of the Managers and Officers shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports, or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid), of the following other Persons or groups: (a) one or more other Officers, employees or agents of the Company whom such relying Person reasonably believes to be reliable and competent in the matters presented or (b) any attorney, public accountant, or other Person employed or engaged by the Company as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Acts. No individual who is a Manager or an Officer of the Company, or any combination of the foregoing, shall be personally liable under any judgment of a court, or in

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any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Manager or an Officer of the Company or any combination of the foregoing.

6.7 Indemnification. The Managers, Officers and Partnership Representative shall not be liable, responsible or accountable for damages or otherwise to the Company, or to the Members, and, to the fullest extent allowed by law, each Manager, Officer or Partnership Representative shall be indemnified and held harmless by the Company, including advancement of reasonable attorneys' fees and other expenses from and against all claims, liabilities, and expenses arising out of any management of Company affairs; provided that such Manager's, Officer's or Partnership Representative's course of conduct was pursued in good faith and believed by him or her to be in the best interests of the Company and was reasonably believed by him or her to be within the scope of authority conferred on such Manager, Officer or Partnership Representative pursuant to this Agreement and such course of conduct did not constitute gross negligence or willful misconduct on the part of such Manager, Officer or Partnership Representative and otherwise was in accordance with the terms of this Agreement.

VII CAPITAL CONTRIBUTIONS AND ISSUANCE OF UNITS.

7.1 Members and Initial Capital Contributions. The Members have each made the Capital Contributions as set forth in their respective Subscription Agreements or as otherwise set forth in the books and records of the Company. The Managers may amend and replace Schedule 3.1 to reflect any adjustments provided for under this Agreement, including the names of the Unitholders and the number and types of Units they hold.

7.2 Additional Capital Contributions. Except to the extent otherwise provided in this Agreement, no Unitholder shall be obligated to make any additional Capital Contribution to the Company, unless otherwise expressly agreed. If the Managers determine that additional Capital Contributions are necessary, the Company shall give notice to each Member of the amount needed and the purpose therefor (a "**Capital Call**"). If a Super Majority in Interest of the Members approves such Capital Call, the Capital Contributions shall then be raised by offering additional Units (the "**Offered Units**") to the Members on a Pro Rata basis, at a price per Unit not less than an amount computed by dividing the net fair market value the assets of the Company, as determined by the Managers in the reasonable exercise of their discretion, by the number of Units outstanding prior to such offering (the "**Offering Price**"). In the event that any Unitholder (a "**Non-contributing Member**") declines or otherwise fails to purchase the full amount of such Noncontributing Member's Pro Rata share of the Offered Units within ten (10) days of such offering, the other Members who have timely purchased their full Pro Rata share of the Offered Units shall have the right, on a Pro Rata basis, to make an additional Capital Contributions equal to all or any part of the purchase price of the Offered Units the Noncontributing Member failed to purchase (a "**Supplemental Contribution**"). The Company shall promptly notify the Members of a Noncontributing Members failure to purchase timely its full Pro Rata share of the Offered Units, and Supplemental Contributions shall be made no later than ten (10) days following the date of such notice. Members Unitholders making a timely Supplemental Contribution shall be awarded additional Units in respect of such Supplemental Contributions at a price per Unit as determined by the Managers and set forth in the notice of the Capital Call.

7.3 Interest On and Return of Capital Contributions. No Unitholder shall be entitled to interest on the Unitholder's Capital Contributions, except with the consent of the other Unitholders or as provided by this Agreement. No Unitholder shall be entitled to a return of the Unitholder's Capital Contributions, as such, but only to such distributions as are provided for in this Agreement.

7.4 Loan Guarantees. In the event that any Unitholder guarantees a loan to the Company and, as a result of such guarantee, such Unitholder is subsequently obligated to repay more than his or its Pro Rata share of such loan, the Unitholders that are required to pay less than their Pro Rata share of such loan shall contribute to the Unitholders who are required to pay more than their Pro Rata share so that liability for

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such loan is ultimately shared by all Unitholders Pro Rata. Each Unitholder hereby grants to all other Unitholders a security interest in his or its Units to secure such obligation. For purposes of the foregoing provisions, any guarantee or payment by an Affiliate of a Unitholder shall be deemed to be a guarantee or payment by the Unitholder.

VIII DISTRIBUTIONS AND ALLOCATIONS.

8.1 Distributions. Except with regard to Tax Distributions as described in Section 8.2, distributions shall be made at such times and in such amounts as determined by the Managers; provided, however, that Net Cash Flow shall be distributed at least one time per Fiscal Year. All distributions shall be made to the Unitholders Pro Rata. The distributions described herein shall be allocated among the Unitholders so that each Unitholder shares in the distribution in the same proportion that (i) an amount that is calculated in accordance with such Section solely with respect to such Unitholder bears to (ii) the total amount of such distribution. The Company is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, state, local or foreign government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, local or foreign law and shall allocate any such amounts to the Member with respect to which such amount was withheld.

8.2 Tax Distributions.

(a) During each Fiscal Year of the Company, and in any event no later than March 31 of the following Fiscal Year, each Unitholder who has been allocated net taxable income of the Company for such Fiscal Year shall be entitled to receive a cash distribution (or distributions) equal to his allocable share of such net taxable income multiplied by 50% (a “**Tax Distribution**”); notwithstanding the foregoing, if the Tax Distributions calculated as set forth above are not made Pro Rata, the Tax Distributions to any Unitholder receiving less than its Pro Rata share shall be increased so that the actual Tax Distributions shall be made to the Unitholders Pro Rata.

(b) The Company may distribute Tax Distributions in quarterly installments on an estimated basis prior to the end of a Fiscal Year, but if the amounts distributed by the Company to a Unitholder as estimated quarterly Tax Distributions exceed the greater of (1) the amount of Tax Distributions to which such Unitholder is entitled for such Fiscal Year, or (2) the total amount of distributions to which such Unitholder is otherwise entitled in such Fiscal Year, the Unitholder will, within fifteen (15) days after the tax return for such Fiscal Year is filed, return such excess to the Company, and such excess shall be treated as a distribution to such Unitholder pursuant to Section 0 until it is returned (or if for any reason such excess is not returned, then such excess shall be set off against any future distributions to which such Unitholder otherwise would be entitled).

(c) Notwithstanding the provisions of Section 8.2(a), the Managers may suspend, withhold and/or cancel Tax Distributions to the Unitholders in the event that such Tax Distribution, in the sole and absolute discretion of the Managers, may likely cause the Company to breach any applicable law or material agreement to which the Company is party, including any loan document or promissory note to the Company’s primary commercial lender.

8.3 Suspended Distributions. Notwithstanding any other provision of this Agreement, the cumulative distributions to any Unitholder during any Fiscal Year shall be limited to the maximum amount that can be distributed to such Unitholder without creating an Adjusted Capital Account Deficit (computed taking into account any allocations or reasonably anticipated allocations for the current Fiscal Year). Any distribution prevented by this Section 8.3 (a “**Suspended Distribution**”) shall be set aside by the Company. All or a portion of any Suspended Distribution shall be made to the Unitholder to whom, but for this Section 8.3 the Suspended Distribution would have been made at the earliest possible time that such distribution can be made without violating the provisions of this Section 8.3. Suspended Distributions not distributed pursuant to the previous sentence prior to the dissolution of the Company pursuant to Section 14.1 hereof shall be treated as proceeds from the liquidation of the Company’s assets and distributed to the Unitholders

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pursuant to Section 14.2 hereof.

8.4 Allocation of Profits and Losses. Subject to the special allocations, limitations, and other provisions of this Article VIII, the Profits and Losses of the Company shall be allocated among the Unitholders in a manner such that the Capital Account balance of each Unitholder, immediately after making such allocations, is, as nearly as possible, equal to (i) the distributions that would be made to such Member pursuant to Section 14.2 if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their book value, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the book value of the assets securing such liability), and the net assets of the Company were distributed, in accordance with Section 14.2, to the Unitholders immediately after making such allocations, minus (ii) such Member's share of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

8.5 Special Allocations Required by Tax Law. The Company shall make the following special allocations:

(a) Limitation on Allocation of Losses. Notwithstanding any other provision of this Agreement, no allocation of Losses, or any item in the nature of expenses or losses, shall be made to a Unitholder if such allocation would cause or increase an Adjusted Capital Account Deficit for such Unitholder. The amount otherwise allocable to a Unitholder but for the foregoing sentence shall instead be allocated to the other Unitholders in the manner set forth in Section 8.4, subject again to the first sentence of this Section 8.5(a).

(b) Qualified Income Offset. In the event a Unitholder receives any adjustments, allocations, or distributions described in Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain (consisting of a Pro Rata portion of each item of Company income, including gross income, and gain for such year) shall be specially allocated to that Unitholder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, any Adjusted Capital Account Deficit of that Unitholder as quickly as possible, provided that an allocation pursuant to this Section 8.5(b) shall be made only if and to the extent that the Unitholder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Agreement have been tentatively made as if this Section 8.5(b) were not in this Agreement. The provisions of this Section 8.5(b) are intended to comply with the requirements of Regulations section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(c) Special Provisions Applicable in the Event of Nonrecourse Borrowings. Capitalized terms used in this Section 8.5(c) and not otherwise defined shall have the meaning given them in Regulations section 1.704-2.

(1) *Nonrecourse Deductions.* Nonrecourse Deductions of the Company for any Fiscal Year or other period shall be allocated among the Unitholders Pro Rata.

(2) *Partner Nonrecourse Deductions.* Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Unitholder who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations section 1.704-2(i)(1).

(3) *Minimum Gain Chargeback.* Except as otherwise provided in Regulations section 1.704-2(f), notwithstanding any other provision of this Article VIII, if there is a net decrease in Partnership Minimum Gain during any Company Fiscal Year, each Unitholder shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Unitholder's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in

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proportion to the respective amounts required to be allocated to each Unitholder pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 8.5(c)(3) is intended to comply with the minimum gain chargeback requirement in Regulations section 1.704-2(f) and shall be interpreted consistently therewith.

(4) *Partner Minimum Gain Chargeback.* Except as otherwise provided in Regulations section 1.704-2(i)(4), notwithstanding any other provision of this Article VIII, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Company Fiscal Year, each Unitholder who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Unitholder's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unitholder pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 8.5(c)(4) is intended to comply with the minimum gain chargeback requirement in Regulations section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(5) *Excess Nonrecourse Liabilities.* Solely for purposes of determining a Unitholder's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations section 1.752-3(a)(3), the Unitholders' interests in Company Profits are Pro Rata.

(6) *Distributions.* To the extent permitted by Regulations section 1.704-2(h)(3), the Company shall endeavor to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Liability only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Unitholder.

(7) *Treatment of Minimum Gain.* If a Unitholder's share of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain will necessarily result in an eventual equivalent allocation of future taxable gain to the Unitholder for purposes of federal income taxation, such future taxable gain shall be treated as an allocation of current Profits under the provisions of Section 8.6 to such Unitholder and shall be taken into account in determining the amount of other Profits that are to be allocated to such Unitholder.

(d) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code section 734(b) or Code section 743(b) is required, pursuant to section 1.704-1(b)(2)(iv)(m)(2) or section 1.704-1(b)(2)(iv)(m)(4) of the Regulations, to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event that section 1.704-1(b)(2)(iv)(m)(2) of the Regulations applies, or to the Members to whom such distribution was made in the event that section 1.704-1(b)(2)(iv)(m)(4) of the Regulations applies.

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8.6 Curative Allocations. The allocations set forth in Section 8.5 hereof (the “*Regulatory Allocations*”) are intended to comply with certain requirements of the Regulations. It is the intent of the Unitholders that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 8.0. Therefore, notwithstanding any other provision of this Article VIII (other than the Regulatory Allocations), the Managers shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Unitholder’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Unitholder would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 8.4. In exercising its discretion under this Section 8.6, the Managers shall take into account future Regulatory Allocations under Sections 8.5(c)(3) and 8.5(c)(4) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 8.5(c)(1) and 8.5(c)(2).

8.7 Tax Allocations; Code Section 704(c). In accordance with Code section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Unitholders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition in Exhibit A).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 3(b) of the definition of “Gross Asset Value” Exhibit A, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement; provided that the Company shall elect to apply the remedial allocation method permitted by the Regulations under Code section 704(c). Allocations pursuant to this Section 8.7 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Unitholder’s Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the Fiscal Year.

8.8 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code section 706 and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article VIII and hereby agree to be bound by the provisions of this Article VIII in reporting their shares of Company Profits and Losses for income tax purposes except to the extent otherwise required by law.

(c) Solely for purposes of determining a Member’s proportionate share of the “excess non-recourse liabilities” of the Company within the meaning of section 1.752-3(a)(3) of the Regulations, the Members’ interests in Company Profits are in proportion to their interests.

(d) The Managers may rely upon, and shall have no liability to the other Members or the Company if it does rely upon, the opinion of accountants retained by the Company from time to

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time with respect to all matters (including disputes with respect thereto) relating to computations and determinations required to be made under this Article VIII or other provisions of this Agreement.

8.9 Allocation in the Event of a Change in Interest. In the event that a Unitholder's interest in the Profits and Losses of the Company changes during any Fiscal Year, whether because of an initial or subsequent acquisition of Units, a Transfer of Units, a redemption of Units, or other reason, the Managers shall determine such Unitholder's distributive share of any item of income, gain, loss, deduction, or credit for such Fiscal Year by reference to this Agreement and by using any convention permitted by Code section 706 and the Regulations thereunder, provided, however, that in no event shall a new Unitholder be entitled to any retroactive allocation of income, gain, loss, deduction or credit.

IX TAXES.

9.1 Tax Returns. Subject to Section 9.2, the Managers shall cause to be prepared and timely filed all tax returns, including federal and state income tax information returns, state and local sales and use tax returns, property tax returns, and employment tax returns, required to be filed by the Company pursuant to the Code and all applicable laws of each jurisdiction in which the Company does business. Within a reasonable time after the filing of the Company's tax returns, the Managers will furnish the Unitholders with information necessary for the preparation of their tax returns, and, upon request, copies of all returns filed by the Company, or summaries thereof, shall be furnished to the Unitholders within a reasonable time after the filing thereof.

9.2 Partnership Representative.

(a) Appointment. The Members hereby appoint David A. Lahar as the "*partnership representative*" (the "**Partnership Representative**") as provided in Code section 6223(a) (as amended by the BBA). The Partnership Representative may resign at any time. Upon any such resignation, the Managers shall appoint a new Partnership Representative.

(b) Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Partnership Representative, which authorization may be withheld by the Partnership Representative in its sole and absolute discretion. The Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

(c) BBA Elections. The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the "**BBA Procedures**") for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

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

(e) Income Tax Elections. Except as otherwise provided herein, each of the Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

X ADMINISTRATIVE MATTERS.

10.1 Access to Information.

(a) Subject to the restrictions set forth in this Section 10.1 and Section 10.2, any Member shall have the right to inspect and copy any written documents maintained by the Company, and any records maintained in electronic, magnetic, or other form that can be converted into written form within a reasonable time, containing or reflecting the following:

(1) True and full information regarding the business and financial condition of the Company, including written resolutions and minutes, if any, of the Company;

(2) The Company's federal, state, and local income tax returns for each year;

(3) A current list of the name and last-known business, residential, or mailing address of each Unitholder and Manager;

(4) A copy of the Articles of Organization and this Agreement, together with any amendments thereto;

(5) True and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Unitholder and that each Unitholder has agreed to contribute in the future, and the date on which each Unitholder became a Unitholder; and

(6) Other information regarding the affairs of the Company as is just and reasonable.

(b) The right of a Member to the documents and information described in Section 10.1(a), shall be subject to the following conditions:

(1) A demand for documents and information shall be in writing, given with reasonable notice, and shall be for a purpose, described in the demand, related to the Member's interest as a Member;

(2) Inspection of any documents and information by a Member shall only be during normal business hours; and

(3) The Member shall bear any expense of producing and copying any such documents and information.

(c) Notwithstanding the foregoing, the Managers shall have the right to keep confidential from the Members, for such period of time as the Managers deem reasonable, any information which (1) the Managers reasonably believe to be in the nature of trade secrets or other information the disclosure of which the Managers in good faith believe is not in the best interests of the

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Company; (2) could damage the Company or its business; or (3) which the Company is required by law and/or by agreement with a third party to keep confidential.

(d) Each Manager shall have the right to inspect and copy any documents or information described in Section 10.1(a) for a purpose reasonably related to the position of Manager.

10.2 Requirement of Confidentiality. Each Unitholder shall hold in strict confidence any confidential or proprietary information that it receives regarding the Company or that is clearly identified as confidential or proprietary, and shall not disclose it to any Person other than a Unitholder or a Manager except for disclosures: (a) compelled by law (but the Unitholder must notify the Company promptly of any request for that information, before disclosing it if practicable); (b) to advisors or representatives of the Unitholder or Persons to which that Unitholder's Units may be Transferred as permitted by this Agreement, but only if the recipients have agreed to be bound by the provisions of this Section 10.2; or (c) of information that the Unitholder also has received from a source independent of the Company; provided that the Unitholder reasonably believes that such source obtained the information without breach of any obligation of confidentiality. Each Unitholder shall cause such Unitholder's affiliates to comply with this Section 10.2. The Unitholders acknowledge that breach of the provisions of Section 10.2 or 10.3 may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Company shall be entitled to equitable relief, including injunction and specific performance, without the necessity of posting bond, concerning any threatened or actual breach of the provisions of Section 10.2 or 10.3.

10.3 Bank Accounts. All Company cash not otherwise invested shall be deposited for the benefit of the Company in one or more accounts of the Company maintained in such financial institutions as the Managers shall determine, and withdrawals shall be made only with the approval of the Managers or in the regular course of Company business, on such signature or signatures as the Managers may determine from time to time.

10.4 Other Transactions with Unitholders or Managers. To the extent permitted by applicable law and except as otherwise provided in this Agreement, the Managers are hereby authorized to purchase property from, sell property to, borrow money from, or otherwise deal with any Unitholder or Manager acting on its own behalf, or any Affiliate of any Unitholder or Manager; provided that any such purchase, sale, loan, or other transaction shall be made on terms and conditions which are no less favorable to the Company than if the sale, purchase, loan, or other transaction had been entered into with an independent third party.

10.5 Annual Reports. Within ninety (90) days after the end of each Fiscal Year, the Company shall prepare, and each Member shall be furnished with, annual reports of the Company's operations consisting at least of a balance sheet of the Company as at the last day of such Fiscal Year, a statement of income and expenses for such Fiscal Year, and a statement of each Member's Capital Account as at the end of such Fiscal Year. Unless otherwise agreed by a Super Majority in Interest of the Members, the Company shall cause an audit to be made of the Company's year-end financial statements by a firm of independent certified public accountants selected by the Managers and shall promptly furnish each Member with copies of the auditor's report and opinion thereon.

XI TRANSFER OF INTERESTS.

11.1 Restriction on Transfers.

(a) Except as otherwise permitted or required by this Agreement, a Unitholder shall not have the right or power to Transfer all or any part of his or her Units. In the event of a Transfer of Units, the transferee in all cases shall be bound by the terms of this Agreement and, whether or not such Transfer is a Permitted Transfer (as defined in Section 11.2), shall be considered a Unitholder only unless specifically admitted to the Company as a Member pursuant to Article XIII. Any

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purported Transfer of Units in violation this Section 11.1 shall be void and of no effect whatsoever, provided, however, that in the event that the Company is required to recognize such a Transfer, the transferee of the Transferred Units shall be only a Unitholder.

(b) In the case of a Transfer or attempted Transfer of Units that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold the Company and the other Members harmless from all costs, liabilities, and damages that any of such indemnified Persons may incur (including incremental tax liability and attorneys' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

11.2 Permitted Transfers. Subject to the conditions and restrictions set forth in Section 11.3 below, to the extent applicable, a Member may at any time Transfer all or any portion of its Units:

- (a) With the consent of the Managers or the Members;
- (b) To another Member;
- (c) To any members of such Member's Immediate Family;
- (d) To a trust, the current beneficiaries of which are solely the Member or members of the Member's Immediate Family; provided, however, that if any of the current beneficiaries are not the Member or members of the Member's Immediate Family, the trust shall be deemed to have withdrawn from the Company;
- (e) To an entity that is wholly owned by Persons to whom Units may be Transferred under the foregoing paragraphs of this Section 11.2; provided, however, that if any interest in such entity ceases to be so owned, the entity shall be deemed to have withdrawn from the Company; or
- (f) In the case of a trust or entity described in Section 11.2(d) or Section 11.2(e) that has not deemed to have withdrawn from the Company, to any beneficiary or owner of such trust or entity;
- (g) To the estate of the Member; provided that, under the terms of the estate, the Units pass to, or are held for the benefit of, Persons to whom Units may have been Transferred directly by the Member under foregoing paragraphs of this Section 11.2.

Any Transfer described in this Section 11.2 is referred to in this Agreement as a "***Permitted Transfer***." In the case of a Unitholder which is an entity, the transfer of more than forty percent (40%) of the voting or capital interests in such entity shall be deemed to be a Transfer of the Units of such entity (an "***Entity Transfer***").

11.3 Conditions to Transfers. A Transfer, including any Permitted Transfer under Section 11.2 hereof, shall not be effective unless and until the following conditions are satisfied; provided, however, that any such conditions may be waived in writing by the Managers:

- (a) Except in the case of a Transfer of Units involuntarily by operation of law, the transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect or confirm such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement. In the case of a Transfer of Units involuntarily or by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel of the Company. In all cases, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer including reasonable attorneys' fees.

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(b) Except in the case of a Transfer involuntarily by operation of law, the transferor shall furnish to the Company an opinion of counsel, at the transferor's expense, which counsel and opinion shall be satisfactory to the Company, that the Transfer will not cause the Company to terminate for federal income tax purposes.

(c) The transferor and transferee shall furnish the Company with the transferee's taxpayer identification number and any other information reasonably necessary to permit the Company to file all required federal, state, and local tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any Transferred Units until it has received such information.

(d) Except in the case of a Transfer of Units involuntarily by operation of law, either (1) such Units shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (2) the transferor shall provide an opinion of counsel, at transferor's expense, which opinion and counsel shall be satisfactory to the Company, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

11.4 Effective Date of Transfer. Any Transfer shall be deemed effective as of the last day of the calendar month in which the Transfer occurs.

11.5 Tag Along; Drag Along.

(a) In the event that Unitholders intend to make a Transfer of Units representing a Super Majority in Interest of the Members ("**Controlling Unitholders**") to a Person not a party to this Agreement, such Unitholders shall give written notice of such proposed Transfer (the "**Transfer Notice**") to all other Unitholders (the "**Minority Unitholders**") setting forth the consideration to be received and other terms of such proposed Transfer (the "**Offer Terms**"), the name, address, and business or occupation of the Person to whom such Interests would be Transferred (if known) and any other facts that are material to the proposed Transfer. The terms of Section 11.1 shall not apply to a Transfer described in the previous sentence and the terms of this Section 11.5 shall not be applicable with respect to a Permitted Transfer. The following provisions shall then apply:

(b) Each Minority Member shall then have the right, exercisable by written notice to the Controlling Unitholders not later than ten days following receipt of the Transfer Notice, to require the Controlling Unitholders, as a condition of the proposed Transfer, to cause the acquisition of the electing Minority Member's Pro Rata share of the Units being purchased pursuant to the Transfer Notice on terms no less favorable than the Offer Terms (the "**Tag Along Right**").

(c) In the event that all of the Minority Unitholders do not exercise the Tag Along Right, the Controlling Unitholders shall have the right to require all of the Minority Unitholders to Transfer such Minority Member's Pro Rata share of the Units being transferred to the proposed transferee on terms no less favorable than the Offer Terms (the "**Drag Along Right**").

(d) Upon the giving of the Transfer Notice by the Controlling Unitholders, each Minority Member shall be bound and obligated to sell, concurrently with the sale by the Controlling Unitholders and on the same terms and conditions specified in the Transfer Notice, the Units so requested in the Transfer Notice. In the event the Controlling Unitholders shall be unable to arrange the sale of all the Units which the Controlling Unitholders request to have included pursuant to the Transfer Note, the Units to be sold in the Transaction by the Controlling Unitholders and the Minority Unitholders shall be reduced on a Pro Rata basis to an aggregate amount which such transferee is willing to purchase.

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(e) If at the end of the ninetieth (90th) day following the effective date of the Transfer Notice the Controlling Unitholders have not completed the Transfer set forth in the Transfer Notice as provided in the foregoing provisions of this Section 11.5, each Minority Member shall be released from its obligations under the written demand provided pursuant to Section 11.1(b), the Transfer Notice shall be null and void, and it shall be necessary for a new Transfer Notice to be furnished and the provisions of this Section 11.1(b) separately complied with in order to consummate any further such Transfer.

(f) Each Unitholder exercising its Tag Along Rights or participating in a transaction as a result of the exercise of the Drag Along Rights shall execute and deliver all other documents that are necessary to provide customary representations, warranties, indemnities, and escrow arrangements relating to such proposed Transfer; provided, however, that each Unitholder (other than the Controlling Unitholders) shall provide indemnities on a several but not joint basis for any representations, warranties, covenants and/or agreements made by the Company or the Controlling Unitholders up to an amount equal to such Unitholder's Pro Rata share of the total indemnity, but in no event in excess of the consideration paid to such Unitholder. All fees and expenses associated with any such Transfer shall be paid by the Unitholders participating in such Transfer Pro Rata.

XII ADDITIONAL MEMBERS.

12.1 Admission of New Members. From the date of the formation of the Company, any Person approved by the Managers and a Super Majority in Interest of the Members may become a Member of the Company subject to the provisions of Article XI, this Article XIII, and the other terms and conditions of this Agreement. No Person shall become a Member unless and until such Person has explicitly accepted, assumed, and agreed to be subject to and bound by all of the terms, obligations, and conditions of this Agreement, as the same may have been further amended.

12.2 Documentation of Admission. As a condition to the admission of a Person as an additional Member, the Managers may require the new Member to execute, acknowledge and deliver to the Company such certificates, representations, and documents and to perform all such other acts that the Managers may deem necessary or desirable to (a) constitute such Person as an additional Member; (b) confirm that the Person to be admitted as an additional Member has accepted, assumed and agreed to be subject and bound by all of the terms, obligations, and conditions of this Agreement, as the same may have been further amended; and (c) assure compliance with any applicable state and federal securities laws and regulations.

XIII WITHDRAWAL.

13.1 Withdrawal. A Unitholder (a "*Withdrawing Unitholder*") shall be deemed to have withdrawn from the Company upon (a) the occurrence of an Involuntary Withdrawal, (b) an attempted Transfer which is not a Permitted Transfer (including an Entity Transfer), (c) the death of such Unitholder, if such Unitholder is an individual, (d) the voluntary dissolution of such Unitholder, if such Unitholder is an entity, or (e) the Expulsion of a Unitholder pursuant to Section 13.3 (each, an "*Event of Withdrawal*").

13.2 Covenant Not to Withdraw. Each Member hereby covenants and agrees that such Member shall not voluntarily withdraw from the Company without the prior approval of the remaining Members. Any Member who shall voluntarily withdraw shall be in intentional breach of this Agreement. If a Member breaches this covenant, such Member shall be liable to the Company for any damages caused by such breach, which may be offset against any amount otherwise due to such Member or such Member's successor in interest. The amount of such damages, if any, shall be determined by the Manager and shall be binding on the withdrawing Member if such determination is reasonable and made in good faith.

13.3 Expulsion. A Unitholder may be expelled from the Company upon the vote of a Super Majority in Interest of the Members (not including the Unitholder to be expelled) or all of Managers to expel such Unitholder for any reason or no reason, which expulsion shall be effective upon written notice

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signed by a Super Majority in Interest of the Members (not including the Unitholder to be expelled) or all of the Managers, as applicable, excluding the applicable Unitholder or its Affiliates, if applicable, (an “**Event of Expulsion**”) in which case, a Unitholder who has been expelled from the Company is referred to herein as an “*Expelled Unitholder*.”

13.4 Consequences of an Event of Withdrawal to a Unitholder. In the event that there is an Event of Withdrawal with respect to a Unitholder the following provisions shall apply:

(a) Any holder of a Withdrawing Unitholder’s Units (including a Member who withdraws and continues to own Units) shall be treated as a mere Unitholder unless admitted to the Company as a Member under the provisions of Article XII.

(b) Within sixty (60) days following the date upon which the Company receives notice of an Event of Withdrawal, the Managers may elect to redeem all of the Units which were held by the Withdrawing Unitholder (regardless of the present owner of such Units), for an amount equal to the Calculated Price. The amount due the Unitholder whose Units are to be acquired shall be paid in four (4) quarterly installments, with interest calculated at the applicable federal rate for the term of such payment, with the first such payment due on the last day of the sixth month following the Event of Withdrawal, provided, however, that if the Company is subsequently dissolved pursuant to Section 14.1, all remaining amounts due to the Unitholder shall become due and payable upon the final distribution to the Company’s Unitholders pursuant to Section 14.2. For the purposes of this Section 13.4(b) only, in the event that the Withdrawing Unitholder (or the Withdrawing Unitholder’s Affiliate) is a Manager, the determination of the Managers required under this Section shall not include the vote of such Manager.

XIV DISSOLUTION AND TERMINATION.

14.1 Dissolution. The Company shall be dissolved only upon the earliest of: (a) the affirmative vote of a Super Majority in Interest of the Members to dissolve the Company; (b) upon entry of a decree of involuntary dissolution by a court of competent jurisdiction; or (c) such other event which causes dissolution under the Acts (an “*Event of Dissolution*”).

14.2 Winding Up, Liquidation, and Distribution of Property in Accordance With Capital Account Balances.

(a) Following an Event of Dissolution, the Managers shall immediately proceed to wind up the affairs of the Company, sell or otherwise liquidate all of the Company property as promptly as practicable (except to the extent the Members may unanimously determine to distribute any items of property to the Members in kind), and discharge, or provide for the discharge of, all liabilities of the Company. If items of property are to be distributed in kind, the fair market value of such items as of the date of dissolution shall be determined by the Managers, which determination shall be binding if reasonable and made in good faith.

(b) Subject to Section 14.2(c), the assets of the Company shall be distributed in accordance with Section 8.1 after giving effect to all contributions, distributions, and allocations for all periods, with property distributed in kind valued for this purpose at its fair market value and taking into account any liabilities of the Company assumed by the Unitholder or that encumber property distributed to the Unitholder. Distributions to the Unitholders shall be made within the time limits prescribed by Regulations section 1.704-1(b)(2)(ii)(b)(2). If any Unitholder has a deficit balance in his or her Capital Account, such Unitholder shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or any other Person for any purpose.

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(c) In the discretion of the Managers, a Pro Rata portion of the distributions that would otherwise be made to the Unitholders pursuant to Section 14.2(b) may be:

(1) Distributed to a trust established for the benefit of the Unitholders for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Unitholders from time to time, in the reasonable discretion of the Managers, in the same manner as the amount distributed to such trust by the Company would otherwise have been distributed to the Unitholders pursuant to Section 14.2(b) hereof; or

(2) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Unitholders as soon as practicable.

14.3 Rights of Unitholders. Except as otherwise provided in this Agreement, upon the dissolution and winding up of the Company, (a) each Unitholder shall look solely to the assets of the Company for the return of his or her Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company, and (b) unless otherwise expressly provided herein, no Unitholder (other than in its capacity as a creditor of the Company) shall have priority over any other Unitholder as to the return of his or her Capital Contributions, distributions, or allocations.

14.4 Conversion. Notwithstanding anything herein to the contrary, upon the consent of the Managers and the Members, the Company may convert or merge into another form of entity as permitted under Massachusetts Revised Statutes § Chapter 156D, Section 9.50. The Unitholders acknowledge and understand that as a result of any such conversion, because of tax or other considerations, a Unitholder's Pro Rata share of the Units prior to conversion may not equal such Unitholder's Pro Rata interest in the converted entity.

XV REPRESENTATIONS AND WARRANTIES.

15.1 Each Unitholder hereby makes the following representations and warranties as of the date hereof, with the understanding that such representations and warranties will survive the execution of this Agreement:

(a) Such Unitholder has carefully reviewed and understands the risks of an investment in the Company; is able to bear the economic risk of an investment in the Units, can withstand a complete loss of his, her or its investment in the Units; can hold the Units for an indefinite period of time, and has the net worth to undertake these risks. Such Unitholder understands that an investment in the Units is highly speculative but believes that an investment in the Units is suitable for such Unitholder based upon his, her or its investment objectives and financial needs, and such Unitholder has adequate means of providing for his, her or its current financial needs and personal contingencies and has no need for liquidity of investment with respect to the Units.

(b) Such Unitholder recognizes and understands that an investment in the Units is highly speculative and involves a high degree of risk, including, but not limited to, the risk of economic loss from the operations of the Company. Such Unitholder understands the business in which the Company is engaged, and believes that he or she, either alone or together with the assistance of his, her or its own professional advisor or advisors, has the knowledge and experience in business and financial matters to make such Unitholder capable of evaluating the merits and risks of an investment in the Company. Such Unitholder has been given access to full and complete information regarding the Company and has utilized that access to his, her or its satisfaction for the purpose of

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obtaining information concerning the Company, an investment in the Units, and the terms and conditions of the offering of the Units of the Company.

(c) The Unitholder is acquiring the Units for purposes of long-term investment and for the sole account of such Unitholder, and the Unitholder has no present intention of reselling, distributing, or otherwise transferring the Units or any interest therein.

(d) If such Unitholder is a business entity, it is duly organized or duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.

(e) Such Unitholder has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, if such Unitholder is a business entity, the execution, delivery, and performance of this Agreement has been duly authorized by all necessary entity action. This Agreement constitutes the legal, valid and binding obligation of such Unitholder.

(f) The Unitholder understands that the Company will be engaged in the business of growing and harvesting industrial hemp, and manufacturing hemp-based products, with the intent of producing and selling cannabinoid end-products including oil and isolates, in states that have enacted laws legalizing such business activities. The Unitholder further understands that the legality of operations in the industrial hemp industry is unclear at the federal level, and as a result, the Company could be prosecuted for violating federal laws. The undersigned understands that this conflict between state and federal law regarding the Company's operations involves a unique set of risks and the undersigned has had an opportunity to fully understand and assess those risks, and is willing to proceed with an investment in the Company despite those risks.

XVI ARBITRATION.

16.1 Submission to Arbitration. The Unitholders hereby submit all controversies, claims and matters of difference regarding this Agreement or the business and affairs of the Company to arbitration in Boston, Massachusetts, according to the rules and practices of any private arbitration company or firm acceptable to all parties. This submission and agreement to arbitrate shall be specifically enforceable. Arbitration may proceed in the absence of any party if notice of the proceedings has been given to such party. If and to the extent that the issue to be arbitrated is the fair market value of any asset or thing, such arbitration shall be conducted as "baseball arbitration" in which each party shall propose a value for the asset or thing in question and the arbitrator selects from the values so proposed the one that the arbitrator concludes is closest to the fair market value of such asset or thing. All awards rendered in such proceedings shall be final and binding on all parties and may be filed with the clerk of one or more courts, state or federal, having jurisdiction over the party against whom such award is rendered or his property as a basis of judgment and of the issuance of execution for its collection. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default. **FOR ALL DISPUTES, THE COMPANY AND THE HOLDER HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

XVII GENERAL PROVISIONS.

17.1 Notices; Writings and Signatures.

(a) Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt

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requested, postage prepaid. All notices, requests, and consents to be sent to a Unitholder must be sent to or made at the address, facsimile or e-mail reflected for that Unitholder on the Company's books, which address may be changed from time to time as that Unitholder may specify by written notice to the Company. All notices, requests, or consents to be sent to the Company must be sent to the Company's principal place of business addressed to the Manager or, if the Company has no principal place of business, to its registered agent address addressed to its registered agent. If three (3) successive notices mailed to the last-known address of any Unitholder are returned as undeliverable, no further notices to such Unitholder shall be necessary until another address for such Unitholder is made known to the Company in writing.

(b) Writings and Signatures. The term "writing" or "written" may include electronic mail messages or other electronic records as defined in the Uniform Electronic Transactions Act, Massachusetts General Law, Chapter 110G, but any such writing will not constitute notice hereunder or under the Acts unless delivered in accordance with Section 17.1(a). For purposes of this Agreement and the Acts, the term "signature" shall mean: (1) manual signatures of the applicable party or such party's authorized representative, which signatures may be delivered by facsimile or in portable document format, tagged image format or other electronic format, (2) any electronic mail message or other writing in machine-readable format that includes the phrase "signed by [name]" or the notation "/s/ [name]" or words of similar import, or (3) any electronic mail message or other writing that the Managers determine evidences the intent of the applicable party to create a signature, and any document or instrument bearing such a signature shall be considered "signed" or "executed," as applicable, hereunder. The decision of the Managers to accept or reject any signature shall be final and determinative.

17.2 Legal Representation. Each Unitholder:

- (a) Has been given reasonable time and opportunity to obtain such advice; and
- (b) Has obtained such independent advice as they have deemed necessary and appropriate in the circumstances at his or her own expense without expecting the Company to reimburse such person for such fees or other expenses.

17.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

17.4 Construction. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof. The words "herein," "hereof," and "hereunder," when used in this Agreement, refer to this Agreement in its entirety. The word "include" and its derivatives mean by way of example and not by way of exclusion or limitation. Words in the singular include the plural and words in the plural, include the singular, according to the requirements of the context. Words importing a gender include all genders.

17.5 Waiver.

(a) A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations under this Agreement shall not be construed as a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person under this Agreement. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default under this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute of limitations period has run.

(b) Each Unitholder irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company.

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17.6 Amendment or Modification of this Agreement and the Articles of Organization. This Agreement and the Articles of Organization of the Company may be amended or modified from time to time only by a written instrument adopted, and manually executed by the affirmative vote or consent of a Super Majority in Interest of the Members.

17.7 Governing Law. This agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the laws of another jurisdiction.

17.8 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Unitholder shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

17.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

17.10 Heirs, Successors, and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

17.11 No Third-Party Beneficiaries. This Agreement creates no rights benefiting third Persons, and no third Person shall have any right to enforce any provision hereof except as may be specifically provided herein. Without limiting the generality of the preceding sentence, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

17.12 Counterparts. This Agreement may be executed in several counterparts, and as so executed shall constitute one (1) agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or to the same counterpart. Signature pages may be delivered by telefacsimile, portable document format (.pdf), tagged image format (.tif) or similar electronic means, each of which shall be binding and enforceable, to the same effect as if the original signature pages were executed and delivered.

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OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

IN WITNESS WHEREOF, the Members have adopted this Amended & Restated Operating Agreement of **DMA HOLDINGS (MA), LLC** as of the date first written above.

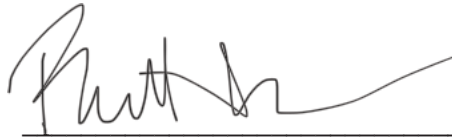
MEMBERS:

JVMB, LLC



BY: JOSEPH A. VILLATICO
MANAGING MEMBER

RJ MASS, LLC



BY: RHETT JORDAN
MEMBER

NUFFSAID, LLC



BY: DAVID A. LAHAR
MANAGING MEMBER

Ayla Grosse

Digitally signed by Ayla Grosse
DN: cn=Ayla Grosse, o, ou,
email=aylagrosse@ori.com, c=US
Date: 2020.03.31 12:02:36 -04'00'

AYLA GROSSE

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

SCHEDULE 3.1 TO THE AMENDED & RESTATED OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

Members	Capital Contribution		Carried Units	Units	TOTAL UNITS	
					NUMBER	PCTG
JVMB, LLC	\$ --		542,553	--	542,553	85.00
RJ MASS, LLC	\$ --		57,447	--	57,447	9.00
NUFFSAID, LLC	\$ --		31,915	--	31,915	5.00
AYLA GROSSE	\$ --		6,383	--	6,383	1.00
TOTAL	\$ --		638,298	--	638,298	100.00

Member Addresses

JVMB, LLC
RJ MASS, LLC
NUFFSAID, LLC
AYLA GROSSE

Addresses

703 Beacon Park
15255 West Maple Avenue
PO Box 6039
232 Old Colony Ave, Unit 402

City/State/ZIP Code

Webster, MA 01570
Golden, CO 80401
Incline Village, NV 89450
Boston, MA 02127

**OPERATING AGREEMENT OF
DMA HOLDINGS (MA), LLC**

SCHEDULE 3.7

TO THE

AMENDED & RESTATED OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

Unitholder	Carried Units
JVMB, LLC	542,553
RJ MASS, LLC	57,447
EOS CAPITAL, INC.	31,915
AYLA GROSSE	6,383
TOTAL	638,298

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

EXHIBIT A

TO THE AMENDED & RESTATED OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

DEFINED TERMS

“**Acts**” means the Massachusetts Limited Liability Company Act (Massachusetts General Law, Chapter 156(c)), and any successor statute thereto, as amended from time to time.

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

- (a) Credit to such Capital Account any amounts that such Unitholder is obligated to restore or is deemed to be obligated to restore pursuant to this Agreement or the penultimate sentences of Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and
- (b) Debit to such Capital Account the items described in Regulations sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“**Affiliate**” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, the term “control,” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and/or policies of a Person, whether through the ownership of voting securities, by reason of management authority, by contract, or otherwise.

“**Agreement**” has the meaning set forth in the first paragraph of this Agreement.

“**Article**” or “**Section**” when capitalized means an Article or Section of this Agreement unless the context otherwise requires.

“**BBA**” means the Bipartisan Budget Act of 2015.

“**BBA Procedures**” has the meaning set forth in Section 9.2.

“**Bankruptcy**” means, with respect to any Person, a “Voluntary Bankruptcy” or an “Involuntary Bankruptcy.” A “Voluntary Bankruptcy” means, with respect to any Person, (a) an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors, (b) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property, or (c) action taken by such Person to authorize any of the actions set forth above. An “Involuntary Bankruptcy” means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person, which petition

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

shall not be dismissed within ninety (90) days, or without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver or liquidator of such Person or of all or any substantial part of the property of such Person, which order shall not be dismissed within ninety (90) days.

“Calculated Price” shall mean, with respect to any Units to be purchased hereunder the amount a transferring Unitholder would receive if the Company were liquidated for the Company Value as of the date of the Event of Withdrawal and, the profits and losses were allocated to the Unitholders in accordance with Section 8.4 and the Company then distributed to the Unitholders in accordance with Section 15.2. For purposes of this Agreement, **“Company Value”** shall equal (a) the amount agreed upon by a Super Majority in Interest of the Unitholders (not including the Units held by a transferring Unitholder) and the transferring Unitholder, or (b) if the Unitholders cannot agree upon the value of the Units to be redeemed or purchased after a period of thirty (30) days of good faith negotiations, then the value determined in accordance with the following provisions. Within ten (10) days of the expiration of the negotiation period in item (a) above, the transferring Unitholder and the Company shall each select an appraiser to evaluate the fair market value of all of the assets of the Company including goodwill, if any. The two appraisers selected by the parties will select a third qualified appraiser who will also determine the Company Value. If either party fails to appoint an appraiser within such time period, the appraisal performed by the one selected appraiser shall be final. The appraisal of each of the appraisers shall be delivered to the Company and Unitholders no later than twenty-one (21) days following the engagement of the appraisers. The final Company Value shall be equal to the average of the three appraisals. Company Value shall be determined under the same methods as would be used for determining the estate tax value of the Company if the transferring Member had died on the transfer date, ignoring any alternate valuation date (under Section 2032 of the Code) or special use valuation (under 2032A of the Code) without regard for any discounts for lack of control or marketability. The Company shall provide such data as the appraisers deem reasonably necessary or useful to make such determination of the Company Value. The determination of the Company Value by the appraisers shall be conclusive and binding on the parties. The fees and reimbursed expenses charged by the appraisers in the valuation hereunder shall be borne equally by the Company and the transferring Unitholder.

“Capital Account” means, with respect to any Unitholder, the capital account maintained for such Unitholder in accordance with the provisions of Regulations section 1.704-1(b)(2)(iv).

“Capital Contribution” means, with respect to any Member, the amount of money or assets contributed to the Company by such Member.

“Carried Units” has the meaning set forth in Section 3.7.

“Cause” means (a) “Cause” as defined in such Unitholder’s employment agreement or services agreement, or (b) if no employment agreement exists between the Unitholder and the Company or with respect to a Manager (either, an **“Applicable Person”**), (i) the Applicable Person’s breach or violation of the terms of this Agreement, the employment agreement or other agreement to which the Applicable Person and the Company are parties, or a material violation or action which undermines written Company policies, standards or guidelines; (ii) the Applicable Person’s gross negligence or willful misconduct in the performance of the Applicable Person’s duties; (iii) dishonesty, fraud, misconduct, unlawful discrimination, breach of contract, gross negligence, willful breach of fiduciary duty, wrongful disclosure of any confidential information of the Company, bad faith or theft on the part of the Applicable Person that the Managers consider materially damaging to, or which materially discredits, the Company; (iv) the Applicable Person’s commission of an act (other than the good faith exercise of the Applicable Person’s business judgment in the exercise of his responsibilities) resulting in material damages to the Company; (v) the Applicable Person’s inability to perform his duties for a reason other than a Disability; and (vi) the Applicable Person’s conviction, commission, or plea of nolo contendere for any felony or crime involving moral turpitude or commission by the Applicable Person of any act that the Managers consider materially

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

damaging to, or which materially discredits the Company. In the event that an Applicable Person or an Applicable Person's Affiliate is a Manager, the determination whether Cause exists may be made by the other Managers, if any, or a Super Majority in Interest of the Members (excluding the Units held by the Applicable Person or the Applicable Person's Affiliates) in their reasonable discretion.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute. Any reference to a specific section of the Code shall be deemed to include a reference to any corresponding provision of any successor statute.

"Company" has the meaning set forth in the first paragraph of this Agreement.

"Contributing Members" means individuals offering monetary contributions in exchange for Units.

"Controlling Unitholders" has the meaning set forth in Section 11.5(a).

"Disability" means the following: a mental and/or physiological illness and/or injury of any kind which causes a Person to be unable to participate materially in the operations, marketing, management, and meetings of the Company (as provided in this Agreement or other agreement between the Company and such person) for at least ninety (90) days during any one hundred eighty (180) day period. If such person and Company cannot come to an agreement that such person is Disabled under the terms of this agreement, an opinion of disability or non-disability shall be obtained from a Massachusetts licensed physician. The Parties agree to be bound by the physician's determination of such person's disability status. The physician referenced under this Section shall use and refer to the definition of Disability as stated above while making his or her determination of such person's disability status.

"Drag Along Right" has the meaning set forth in Section 11.5(c).

"Effective Date" has the meaning set forth in the first paragraph.

"Entity Transfer" shall have the meaning set forth in Section 11.2.

"Event of Dissolution" has the meaning set forth in Section 14.1.

"Event of Withdrawal" has the meaning set forth in Section 13.1.

"Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Unitholder to the Company shall be the gross fair market value of such asset, as determined by the Managers;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (i) in connection with an acquisition of an interest in the Company by any new or existing Unitholder in exchange for more than a *de minimis* Capital Contribution; (ii) in connection with the liquidation of the Company or a distribution by the Company to a Unitholder of more than a *de minimis* amount of Company property as consideration for an interest in the Company; or (iii) in connection with the grant of more than a *de minimis* interest in the Company as consideration for the provision of services to or for the benefit of the Company by an existing Unitholder acting in a Unitholder capacity, or by a new Unitholder acting in a Unitholder capacity or in anticipation of being a Unitholder; provided, however, that the foregoing adjustments shall be made only if they are necessary or appropriate to reflect the relative economic interests of the Unitholders in the Company;

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

(c) The Gross Asset Value of any Company asset distributed to any Unitholder shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by the Managers;

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code section 734(b) or Code section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this subsection to the extent that an adjustment is required pursuant to subsection (b) above in connection with a transaction that would otherwise result in an adjustment under this subsection (d); and

(e) The Gross Asset Value of any Company asset shall be adjusted to reflect any cost recovery deductions claimed with respect to such asset as described in the definition of “Profits” and “Losses.”

“Immediate Family” means, with respect to any individual Person, the spouse, lineal descendants (including adopted children), and spouses of the lineal descendants of such Person or a trust for the exclusive benefit of any one or more of the foregoing individuals.

“Involuntary Withdrawal” means, with respect to any Member, the occurrence of any of the following events:

- (a) the Member becomes subject to a divorce;
- (b) the Member makes an assignment for the benefit of creditors;
- (c) the Member files a voluntary petition of bankruptcy;
- (d) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- (e) the Member files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (f) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member’s properties;
- (g) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in the foregoing clauses (b) through (f); or
- (h) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for 120 days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member’s properties without the Member’s agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated.

“Majority in Interest of the Members” means Members who have more than fifty percent (50%) of the voting power of all Members entitled to vote on the issue.

“Manager” means a Person that is a manager of the Company as provided in Section 5.1, whether an initial Manager designated in such section or a Person subsequently designated as a Manager in accordance with the terms of such section.

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

“**Member**” means each Person listed on Schedule 3.1 as an initial Member and each other Person who is admitted as a Member pursuant to the terms and conditions of this Agreement. A Person must be a Unitholder to be a Member.

“**Minority Unitholders**” has the meaning set forth in Section 11.5(a).

“**Net Cash Flow**” means the gross cash proceeds of the Company less Retained Cash. Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances.

“**Noncontributing Member**” has the meanings set forth in Section 7.2.

“**Offer Terms**” has the meaning set forth in Section 11.5(a).

“**Offered Units**” has the meanings set forth in Section 7.2.

“**Offering Price**” has the meanings set forth in Section 7.2.

“**Officer**” has the meaning set forth in Section 5.10(a).

“**Permitted Transfer**” has the meaning set forth in Section 11.2.

“**Person**” means any individual, partnership, corporation, trust, limited liability company, or other entity.

“**Profits**” and “**Losses**” means, for each Fiscal Year or other period for which the Company is required to compute Profits, Losses or other items of Company income, gain, loss, or deduction, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code section 705(a)(2)(B) or treated as Code section 705(a)(2)(B) expenditures pursuant to Regulations section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted as provided in subsections (b) or (c) of the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

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

(e) If the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of a Fiscal Year, cost recovery deductions with respect to such asset shall be computed by reference to the asset’s Gross Asset Value using the same method as is used to compute cost recovery deductions for federal income tax purposes; provided, however, that if the adjusted basis for federal income tax purposes of the asset at the beginning of such Fiscal Year is zero, cost recovery deductions shall be computed by reference to the asset’s Gross Asset Value using any reasonable method;

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of an Unitholder's Units, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this Section, any items of income, gain, loss, or deduction which are specially allocated to a Unitholder shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated under the provisions of this Agreement (if any) shall be determined by applying rules analogous to those set forth in subsections (a) through (f) above.

"Pro Rata" means in proportion to the relevant Unitholders' ownership of Units of any class or group, unless a specific class or group is designated, in which case, it shall mean in proportion to the relevant Unitholders' ownership of Units of such class or group.

"Regulations" means the Treasury Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Regulatory Allocations" has the meaning set forth in Section 8.6.

"Retained Cash" means an amount reasonably determined by the Managers as required for the following Fiscal Year's operations of the Company. The determination of Retained Cash may include cash retained and used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as reasonably determined by the Managers or as required under any agreements between the Company and third parties.

"Subscription Agreement" means that certain subscription agreement executed by a Unitholder for the acquisition of Units.

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

"Super Majority in Interest of the Members" means Members who have at least sixty-five percent (65%) or more of the voting power of all Members entitled to vote on the issue.

"Supplemental Contribution" has the meanings set forth in Section 7.2.

"Suspended Distribution" has the meaning set forth in Section 8.3.

"Tag Along Right" has the meaning set forth in Section 11.5(b).

"Tax Distribution" has the meaning set forth in Section 8.2.

"Taxing Authorities" means any federal, state, local or foreign taxing authority.

"Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of.

"Transfer Notice" has the meaning set forth in Section 11.5(a).

OPERATING AGREEMENT OF DMA HOLDINGS (MA), LLC

“Unit” means an item of intangible personal property that gives the holder certain rights, and subjects to the holder to certain restrictions and obligations, as set forth in this Agreement.

“Unitholder” means any Person who holds Units or Carried Units in the Company, regardless of whether such Person is a Member. Any reference to “Unitholders” in this Agreement shall be deemed a reference both to Unitholders who are Members and to Unitholders who are not Members, but any reference to “Members” in this Agreement shall be deemed a reference only to those Unitholders who are Members. A Unitholder that is not a Member shall only have the right to receive allocations and distributions with respect to his or her Units, as provided herein, but, to the fullest extent permitted by the Acts, shall not have any other rights accorded to a Member hereunder or under the Acts, including the right to (a) participate in the management of the business and affairs of the Company, (b) vote on, consent to, or approve any matters, or (c) have access to information or the books and records of the Company as provided in Section 10.1.

“Withdrawing Unitholder” has the meaning set forth in Section 13.1.

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

I, Joseph Villatico, the Manager of DMA Holdings LLC, certify that DMA Holdings (MA) LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



05/18/2020

Date

Name: Joseph Villatico

Title: Manager

Entity: DMA Holdings (MA) LLC

Plan for Obtaining Liability Insurance

DMA Holdings, Inc. (“DMA”) plans to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. DMA will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, DMA will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. DMA will keep reports documenting compliance with 935 CMR 500.105(10).

DMA HOLDINGS (MA), LLC

BUSINESS PLAN

March 23, 2020

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

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

License Types

DMA is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts at 35 Chase Avenue, Dudley, Massachusetts 01571:

- Marijuana Retailer
- Marijuana Cultivator
- Marijuana Manufacturer

What Drives Us

DMA’s goals include:

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

TEAM

General

DMA has put together a team to implement the operations of the Marijuana Establishment and intends to create 200-250 full-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over DMA team is or will be a controlling person with over more than three licenses in a particular class of license.

Founders

DMA was founded in 2019 by Joseph Villatico, Malcolm Beers, and Jason Villatico.

Executive Management Team

Joseph Villatico-Chief Operating Officer

Joseph Villatico is one of DMA Holdings (MA), LLC Co-founders. DMA will seek to own & operate indoor marijuana cultivation and Manufacturing licenses as well as several adult retail storefronts within the Commonwealth of Massachusetts pending state approval. He is also a co-founder of Point3 Farma, which serves as the premier, vertically integrated, large-scale, supply-chain partner of CBD, CBG and other desirable cannabinoids for corporations that value complete product traceability. As part of founding this company he was involved in an eight-figure capital raise and actively serves as Vice President, Sales. Joseph is responsible for managing key customer relationships and participates in closing strategic opportunities, as well as direct and coordinated company sales functions. Prior to co-founding Point3 Farma, Joseph spent over 10 years in the beverage industry, during which he co-founded Oak & Cane Spirits, LLC, a producer of premier craft rum. He successfully executed the product's multi-state roll out into large retailers, including Publix, ABC Liquors, Walgreens, Total Wines, and Costco. Prior to Oak & Cane, Joseph was the Action Sports Marketing Manager for Monster Energy, followed by his tenure as Vice President of Sales for Real Water Company. In both positions, he was responsible for overseeing multi person sales teams.

Jason Villatico-Vice President of Operations

Jason Villatico is an American entrepreneur, former professional action sports athlete and philanthropist. Jason is known for his involvement and management of Massachusetts based event facility & Italian restaurant J.Anthony's Italian Grill in Oxford Massachusetts. Over the years J.Anthony's has shown dramatic growth & has been an asset to its neighboring communities. He is a co-founder of DMA Holdings (MA) LLC and serves as its VP of Operations. Jason is responsible for creating and executing DMA's operational strategy. Jason is focused on assisting DMA on building a world class vertically integrated supply chain that scales and innovates vigorously to deliver value and an experience to customers. Jason will continue to leverage his diverse wealth of personal and business knowledge towards implementing DMA as an industry leader in Massachusetts

Malcolm Beers-Vice President of Sales and Marketing

Malcolm Beers is a Co-Founder of DMA Holdings (MA) LLC. DMA will seek to own & operate indoor marijuana cultivation and manufacturing licenses, as well as several retail storefronts throughout the Commonwealth of Massachusetts. He is also a Co-Founder of Point3 Farma, which serves as the premier, vertically integrated, large-scale, supply-chain partner of CBD, CBG and other desirable cannabinoids for corporations that value complete product traceability. As part of founding this company he was involved in an eight-figure capital raise and actively serves as Vice President, Business Development and Marketing. He is responsible for implementing growth strategies, reporting on industry trends, and managing and retaining relationships with existing clients. Prior to co-founding Point3 Farma, Malcolm served for eight years as a Senior Account Executive at The Switch Enterprises, LLC, where he was responsible for servicing large media companies such as The PGA Tour, The Golf Channel, and NASCAR. Malcolm graduated from Bentley University in Waltham, MA with degrees in Marketing and Management.

COMPANY DESCRIPTION

Structure

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

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

Operations

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

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

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

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

DMA will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, DMA will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. DMA will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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

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

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

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

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

Security

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

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

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

Only DMA's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and

visitors will be required to visibly display an ID badge, and DMA will maintain a current list of individuals with access. DMA will have security personnel on-site during business hours.

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

Benefits to Host Communities

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

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

1. **Jobs**: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product**: DMA will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control**: In addition to the Commission, the Police Department and other municipal departments will have oversight over DMA's security systems and processes.
5. **Responsibility**: DMA is composed of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development**: DMA's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.
7. **Charity**: DMA is committed to contributing at least \$20,000.00 annually in charitable donations to public and local charities in the Town.

MARKET RESEARCH

Customers

DMA will only sell marijuana and marijuana products to other licensed Marijuana Establishments, customers ages 21 years and older that provide valid identification, and individuals that possess an active medical registration card issued by the Commission.

Competitors

A robust competitive landscape appears to be developing in the Massachusetts adult-use Cannabis market. While there have been over 700 applications submitted to the Commission in Massachusetts, none have been submitted in the Town of Dudley where DMA plans to locate. Currently, there are only 71 marijuana establishment licenses (for all license types) in Worcester County.

Competitive Advantage

DMA's competitive advantages over their competition include the following:

1. The co-founders of this business have vast experience in not only marketing but also in emerging markets such as cannabis. The experience the group brings in growing a top end hemp business in Colorado will allow for DMA to have the knowledge and experience necessary to offer a high-end cannabis product and business to consumers in Massachusetts.
2. The location of DMA in Southern Worcester County and the Town of Dudley is very advantageous. With close access to the Route 395 and Route 90, consumer access to DMA will be very accessible. Additionally, the proposed property is located away from Main Streets in Dudley which will allow DMA to be a good neighbor and greatly reduce any main street congestion in town.

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

Regulations

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

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

Products & Services

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

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

Pricing Structure

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

MARKETING & SALES

Growth Strategy

DMA's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

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

Communication

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

All marketing, advertising, and branding produced by or on behalf of DMA will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a^{1/2})(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

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

DMA will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;

4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

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

Sales

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

DMA Holdings (MA), LLC will utilize both a retail and wholesale model as part of its sales strategy. The root of such strategy is supplying the MA market with the highest-grade premium cannabis. The retail strategy of our model uses an in-store experiential learning strategy approach. By ensuring that our budtenders have a deep understanding of all products offered. Additionally, providing consumers with in store educational events and online resources allows our customers to be educated buyers. In doing so, this provides customers with a more value-add experience. Overall, leading to more effortless buying, repeat customers and word of mouth marketing.

Our wholesale strategy is to be a trusted supplier offering vertically integrated product lines. We will establish brand and licensing deals with other cultivators, manufacturers and adult retail stores forming strategic partnerships to drive DMA brand awareness. This allows us to have further reach and placement outside of our stores. Additionally, our wholesale strategy is to focus on newly issued retail storefronts knowing they will need product upon opening and potentially for the life of the establishment depending if they plan to cultivate or not.

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

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

Logo

DMA is developing a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

An image of the logo will be provided to the CCC for their approval before final licensing.

FINANCIAL PROJECTIONS

The projected start date of DMA's first full fiscal year is Jan 1, 2021

	FIRST FULL FISCAL YEAR PROJECTIONS 2021	SECOND FULL FISCAL YEAR PROJECTIONS 2022	THIRD FULL FISCAL YEAR PROJECTIONS 2023
Projected Revenue*	\$11,760	\$ 51,130	\$ 76,457
Projected Expenses*	\$ 14,176	\$ 24,750	\$ 31,625
VARIANCE:*	\$ (2,416)	\$ 26,380	\$ 44,832
* (x1000)			
Number of customer visits for the year	84,000	168,000	185,000

Projected % of customer growth rate annually	---	100%	10%
Estimated purchased ounces per visit	.35	.35	.35
Estimated retail price per ounce	\$ 400	\$ 400	\$ 400
Estimated wholesale price per ounce	\$ 280	\$ 275	\$ 270
Total FTEs in staffing	30	200	225
Total marijuana inventory for the year (in lbs.)	1,937	11,250	15,750
Total marijuana sold for the year (in lbs.)	1837(All Retail)	3675 Retail 6,275 WholeSale 9,950 Total	4047 Retail 11,703 WholeSale 15,750 Total
Total marijuana left for roll over (in lbs.)	100	1300	1300

FINAL REMARKS

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

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. DMA is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, DMA looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

DMA Holdings (MA), LLC (“DMA”) will securely maintain personnel records, including registration status and background check records. DMA will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

After-Hours Contacts

Jason Villatico
jason.villatico@dmaholdingsma.com
508-450-4203

Business Hours (Subject to Approval by the Special Permit Granting Authority)

	Cultivation & Manufacturing		-----RETAIL-----	
	FROM:	TO:	FROM:	TO:
Monday	5:00 AM	12:00 AM	8:00 AM	8:00 PM
Tuesday	5:00 AM	12:00 AM	8:00 AM	8:00 PM
Wednesday	5:00 AM	12:00 AM	8:00 AM	8:00 PM
Thursday	5:00 AM	12:00 AM	8:00 AM	8:00 PM
Friday	5:00 AM	12:00 AM	8:00 AM	8:00 PM
Saturday	5:00 AM	12:00 AM	8:00 AM	8:00 PM
Sunday	5:00 AM	12:00 AM	8:00 AM	8:00 PM

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for DMA will undergo a detailed background investigation prior to being granted access to a DMA facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for DMA pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, DMA will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, DMA will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a

Presumptive Negative Suitability Determination is made, DMA will consider the following factors:

- i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by DMA or the Commission.

Personnel Policies and Training

As outlined in DMA's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All DMA agents are required to complete training as detailed in DMA's Qualifications and Training plan which includes but is not limited to DMA's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor

Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

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

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

QUALITY CONTROL AND TESTING

Quality Control

DMA Holdings (MA), LLC (“DMA”) will comply with the following sanitary requirements:

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

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

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

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

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

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

Testing

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

Any Independent Testing Laboratory relied upon by DMA for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the

Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

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

DMA's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. DMA acknowledges and understands that the Commission may require additional testing.

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of DMA's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to DMA for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same

Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- Corporate Records

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

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over DMA.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with DMA and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with [M.G.L c. 6 § 172, 935 CMR 500.029: Registration of Independent Testing Laboratory Agents], 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - DMA will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - DMA will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
 - DMA will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
 - Within ten (10) calendar days, DMA will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by DMA for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within DMA's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, DMA will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two DMA agents present during the disposal or other handling, with their signatures. DMA will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if DMA is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - DMA will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)

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

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

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

- Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to DMA operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of DMA, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on DMA's website.
- Policies and procedures for the handling of cash on DMA premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - DMA shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or

town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over DMA.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If DMA determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500;
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - DMA shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.

QUALIFICATIONS AND TRAINING

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

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of DMA’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

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

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

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

1. Marijuana’s effect on the human body, including:

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

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

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

Pursuant to 935 CMR 500.105(4), DMA will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. DMA will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. DMA will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **"For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly."** Pursuant to 935 CMR 500.105(6)(b), DMA packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. DMA's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

DIVERSITY PLAN

Overview

DMA Holdings MA LLC (“DMA”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People identifying as LGBTQ+

To support such populations, DMA has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in DMA’s operations.

Goals

In order for DMA to promote equity for the above-listed groups in its operations, DMA has established the following goal:

- DMA recognizes the importance of maintaining a varied and diverse workforce. To promote its goal of maintaining equity in its operations, DMA will strive to maintain a diverse workforce composed of at a minimum 60% individuals from the above referenced groups.
- This will be accomplished by hiring a staff of at least :
 - 10% Minorities;
 - 10% Individuals who identify as LGBTQ+
 - 20% Women; and,
 - 10% Veterans and
 - 10% People with Disabilities.
- DMA will also strive to utilize contractors, sub-contractors, and third-party vendors during pre-construction, construction, and post construction concerning its retail location, and will strive to have such group composed of at a minimum 60% individuals from the above referenced groups.
- This will be accomplished by utilizing targets of the above referenced contractors and vendors of at least :
 - 15% Minorities;
 - 10% Individuals who identify as LGBTQ+
 - 10% Women; and,
 - 15% Veterans and
 - 10% People with Disabilities.

Programs

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

- To accomplish its goal of maintaining a diverse workforce, DMA will utilize job postings in the Webster Times. These publications reach individuals located in Webster, Dudley and Charlton, Massachusetts. Based upon the diverse population makeup of these

towns, such postings will effectuate the targeting of individuals from the above referenced diverse populations.

- Posting will occur at least quarterly but may occur more frequently in the event that the above goals are not satisfied by the then current staffing level.

Measurements

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

- Human Resources will be responsible for quarterly reviewing the composition of employees and to maintain a current list of the total number of employees who have

identified as a member of one of the diverse populations. Human Resources will quarterly update the President with the composition figures and will highlight whether the 60% goal is currently being satisfied.

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

Acknowledgements

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

