



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281597
Original Issued Date: 10/02/2020
Issued Date: 10/13/2022
Expiration Date: 11/18/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Tree Market Taunton LLC

Phone Number: 508-943-7800 Email Address: nick@lakeshorelegalsolutions.com

Business Address 1: 154 Thompson Road

Business Address 2:

Business City: Webster

Business State: MA

Business Zip Code: 01570

Mailing Address 1: 16 Village Street

Mailing Address 2:

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: Applied for Certificate of Registration, decision by DPH is pending

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: 50

Percentage Of Control: 50

Role: Executive / Officer

Other Role:

First Name: Eli

Last Name: Volynsky

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: 50	Percentage Of Control: 50
Role: Executive / Officer	Other Role:
First Name: Daniel	Last Name: Razore 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: 100	Percentage of Ownership: 100
Entity Legal Name: The Vault Holding LLC	Entity DBA: DBA City:
Entity Description: Parent Company to the Applicant Tree Market Taunton 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: The Vault Holdings LLC is the 100% owner of the Applicant Tree Market Taunton LLC. The Vault Holdings LLC is owned by Eli Volynsky(50%) and Danny Razore (50%).	

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Daniel	Last Name: Razore	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$170000 Percentage of Initial Capital: 50
Capital Attestation: Yes		

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: The Vault Holding LLC	Entity DBA:
Email: eli@treemarketmj.com	Phone: 206-601-1070
Address 1: 7613 Overlake Drive W	Address 2:
City: Medina	State: WA Zip Code: 98039
Types of Capital: Monetary/Equity	Other Type of Capital: Total Value of Capital Provided: \$250000 Percentage of Initial Capital: 50
Capital Attestation: Yes	

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Eli Last Name: Volynsky Suffix:

Marijuana Establishment Name: Tree Market LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Lynn Marijuana Establishment State: MA

Individual 2

First Name: Daniel Last Name: Razore Suffix:

Marijuana Establishment Name: Tree Market LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Lynn Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 9 Cape Road

Establishment Address 2:

Establishment City: Taunton Establishment Zip Code: 02780

Approximate square footage of the establishment: 3058 How many abutters does this property have?: 8

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
Community Outreach Meeting Documentation	Tree Market - Community Outreach (Taunton).pdf	pdf	5d07ea2769291617ba860f62	06/17/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5d080def58ad7e1336c286c2	06/17/2019
Certification of Host Community Agreement	Tree Market Taunton LLC - HCA Certification Form.pdf	pdf	5d1667ffacc50017edd6521c	06/28/2019

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.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Tree Market - Plan for Positive Impact 2020.03.06.pdf	pdf	5e62a4b2a290f94426bd9742	03/06/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:

First Name: Eli Last Name: Volynsky Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role:
First Name: Daniel
RMD Association: Not associated with an RMD
Background Question: no

Other Role:
Last Name: Razore **Suffix:**

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**
Entity Legal Name: The Vault Holding LLC **Entity DBA:**
Entity Description: Parent Company to the Applicant, Tree Market LLC
Phone: 206-601-1070 **Email:** eli@volynsky.net
Primary Business Address 1: 7613 Overlake Drive W. **Primary Business Address 2:**
Primary Business City: Medina **Primary Business State:** WA **Principal Business Zip Code:** 98039
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Tree Market Taunton - Articles of Org..pdf	pdf	5d07c06b622b7c1357f72217	06/17/2019
Bylaws	Tree Market Taunton LLC Operating Agreement.pdf	pdf	5d25562c9c49a009f10bc9be	07/09/2019
Secretary of Commonwealth - Certificate of Good Standing	Tree Market Taunton LLC Cert of Good Standing SOC.pdf	pdf	5d25564717426909bafa6ff5	07/09/2019
Department of Revenue - Certificate of Good standing	Tree Market Taunton, LLC - Certificate of Good Standing Tax Compliance - 2019-07-02.PDF	pdf	5d25574bbc101905252e67e2	07/09/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert Good Standing Employment.pdf	pdf	5e3215f47225f004696566b6	01/29/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Certificate of Good Standing - Taunton - 09-08-2022.pdf	pdf	631a2cfed239e20007ee7c95	09/08/2022
Secretary of Commonwealth - Certificate of Good Standing	taunton_soc_sogs.pdf	pdf	631a2d0744fa35000ae74b3e	09/08/2022
Department of Unemployment Assistance - Certificate of Good standing	taunton_dua_attestation_2022.pdf	pdf	631a2d10d239e20007ee7caf	09/08/2022

Massachusetts Business Identification Number: 001378785

Doing-Business-As Name: Greatest Hits

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5d07c75913edb917cc1fe002	06/17/2019
Business Plan	Tree Market Taunton Business Plan.pdf	pdf	5d255bb68e518f09d0718590	07/09/2019
Proposed Timeline	Timeline (1.23.20).pdf	pdf	5e3216437b9883042b36f9b3	01/29/2020
Proposed Timeline	UPDATED Proposed Timeline 9-27-21.pdf	pdf	615201db3d1a3f6867ece7fe	09/27/2021
Proposed Timeline	TIMELINE_2022.pdf	pdf	631a2e18d239e20007ee7ecd	09/08/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Products.pdf	pdf	5d07ce3bfe6a8617e208f634	06/17/2019
Separating recreational from medical operations, if applicable	Separating Med from Rec.pdf	pdf	5d07ce3facc50017edd632f6	06/17/2019
Restricting Access to age 21 and older	Restricting Access.pdf	pdf	5d07ce4164ca8317f4fcc0b2	06/17/2019
Prevention of diversion	Diversion Prevention.pdf	pdf	5d07ce4d748dc71348c393c9	06/17/2019
Storage of marijuana	Storage.pdf	pdf	5d07ce8133099617d7945d54	06/17/2019
Transportation of marijuana	Transportation.pdf	pdf	5d07ce82fe6a8617e208f63e	06/17/2019
Inventory procedures	Inventory.pdf	pdf	5d07ce84622b7c1357f72262	06/17/2019
Quality control and testing	Quality Control.pdf	pdf	5d07ce8564ca8317f4fcc0b8	06/17/2019
Dispensing procedures	Dispensing Procedures.pdf	pdf	5d07ce8650e7af1803c201d9	06/17/2019
Personnel policies including background checks	Personnel Policies.pdf	pdf	5d07ceb5bbb965134133c78a	06/17/2019
Record Keeping procedures	Record Keeping.pdf	pdf	5d07ceb6fe6a8617e208f646	06/17/2019
Maintaining of financial records	Financial Record Keeping Policy.pdf	pdf	5d07ceb769291617ba860ec8	06/17/2019
Qualifications and training	Employee Training.pdf	pdf	5d07ceb8bbb965134133c78e	06/17/2019
Security plan	Security Plan (1.23.20).pdf	pdf	5e32165b7225f004696566ba	01/29/2020
Diversity plan	Taunton_DIVERSITY.pdf	pdf	63205b9c44fa35000aec5625	09/13/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	NOT APPLICABLE.pdf	pdf	6318e64c44fa35000ae5b041	09/07/2022

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	NOT APPLICABLE.pdf	pdf	6318e65a44fa35000ae5b082	09/07/2022

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 Understand

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: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Please note that Tree Market Taunton LLC is not operation at this point and has not begun its hiring processes in Taunton MA and in Lynn MA, which are areas of disproportionate impact and where Tree Market intends to focus its hiring efforts. Upon the commencement of its hiring process, the Applicant will focus on these Targeted Areas, as well as Massachusetts residents who have, or have parents or spouses who have, past drug convictions. Moreover, upon commencing operations, the Applicant will begin contributing volunteer time and finances to charitable groups in the Target Areas. Finally, upon commencing operations, the Applicant will begin its educational programs geared toward individuals interested in the cannabis space.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Please note that Tree Market Taunton LLC is not operational at this point and has not began its hiring processes. However, upon the commencement of hiring, the Applicant will provide job opportunities to minorities, women, veterans, people with disabilities, and LGBTQ+ individuals, as indicated in its Diversity Plan. Moreover, once the Applicant is operational and has employees, it will begin offering advancement opportunities internally, once those opportunities arise. Finally, the Applicant has not held its educational events at this point, but once it becomes operational, the Applicant will being educational events.

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 10:00 PM
Tuesday From: 9:00 AM	Tuesday To: 10:00 PM
Wednesday From: 9:00 AM	Wednesday To: 10:00 PM
Thursday From: 9:00 AM	Thursday To: 10:00 PM
Friday From: 9:00 AM	Friday To: 10:00 PM
Saturday From: 9:00 AM	Saturday To: 10:00 PM
Sunday From: 9:00 AM	Sunday To: 10:00 PM

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).

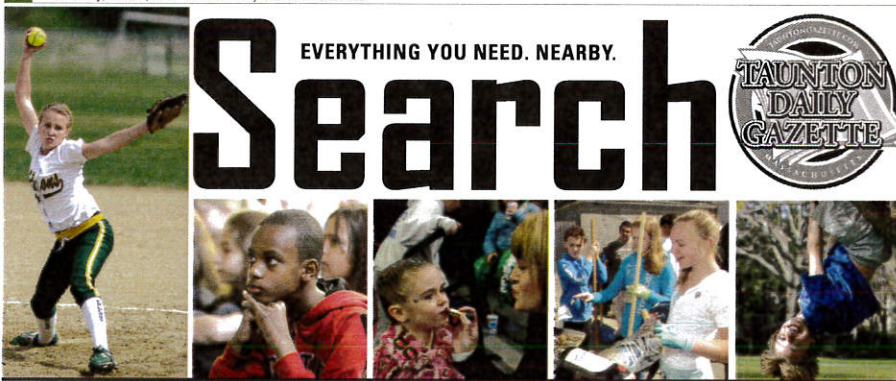
I, ELI VOLYNSKY, (insert name) attest as an authorized representative of TREE MARKET, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on MARCH 14, 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 MARCH 6, 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 MARCH 5, 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 MARCH 6, 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.

Attachment A
Newspaper Notice

B6 Wednesday, March 6, 2019 ■ Taunton Daily Gazette ■ Classified



EVERYTHING YOU NEED. NEARBY.

Search

TAUNTON DAILY GAZETTE

Serving Fall River, Taunton And The Southcoast Region Of Bristol County

To advertise call 508.676.2517 • online TAUNTONGAZETTE.com



R.E. RENTALS

TAUNTON Rooms & studios starting at \$110/week. \$240 to move in. No lease or Sec. Dis. 508-822-4273. M-F. 8:30-5

Apartment Unfurnished

Taunton 3 BR, 1 BA, 2nd flr. off st. parking. Coin op in bldg. \$1600 units not incl. (508) 395-4627

Legal Notices

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Attachment B
Municipal Notice



NOTICE OF COMMUNITY MEETING

Please join Tree Market LLC for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Retailer is anticipated to be located at 9 Cape Road in Taunton.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility. There will be an opportunity for the public to ask questions.

WHO: TREE MARKET LLC

WHAT: COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA RETAILER IN TAUNTON.

WHEN: THURSDAY, MARCH 14, 2019 @ 6:30PM

WHERE: TAUNTON EAGLES CLUB
29 OAK STREET
TAUNTON, MA 02780

RECEIVED
2019 MAR - 14 P 3:49
CLERK

Attachment C
Abutter Notice



NOTICE OF COMMUNITY MEETING

Please join Tree Market LLC for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Retailer is anticipated to be located at 9 Cape Road in Taunton.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility. There will be an opportunity for the public to ask questions.

WHO: TREE MARKET LLC

WHAT: COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA RETAILER IN TAUNTON.

WHEN: THURSDAY, MARCH 14, 2019 @ 6:30PM

WHERE: TAUNTON EAGLES CLUB
29 OAK STREET
TAUNTON, MA 02780

Glissman, Daniel

From: Matthew McKenna <mmckenna@lynchassociates.net>
Sent: Tuesday, April 9, 2019 5:09 PM
To: Glissman, Daniel
Cc: Peter D'Agostino; Eli Volynsky; Danny Razore
Subject: Tree Market-Taunton Abutters Outreach receipt

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Dan,

See below for receipt for Taunton abutters mailing.

Matthew McKenna
Senior Director, Public Affairs

Lynch Associates, Inc.
12 Post Office Sq., 6th Fl
Boston, MA 02109
P: 617-574-3399
C: 617-633-3117
mmckenna@lynchassociates.com

From: PostNet MA101 <ma101@postnet.com>
Date: Wednesday, March 6, 2019 at 2:09 PM
To: Matthew McKenna <mmckenna@lynchassociates.net>
Subject: PostNet MA101 Receipt

PostNet MA101
6 Liberty Square
Boston, MA 02109
857-350-3064

Invoice#	27985
Clerk	Clerk
Date	03/06/2019 02:09 PM
Account	010074278452 Lynch Associates

Description SKU#	Price	Qty	Ext. Price

Print- Color- 8.5 X 11 Single 230811	0.51	6	3.06 t
Envelope 67EPS	0.75	6	4.50 t
Postage and Application 07POSTAGEAPPLICATION	0.80	6	4.80

	Sub-Total:		\$12.36
	Sale Tax:		\$0.47

	Total:		\$12.83

	CCard Charge:		\$12.83

*****7018			
I agree to pay the above amount according to the card user agreement. (merchant agreement if credit voucher)			

To track shipments:

<http://www.postnet.com/boston-ma101/track>

UPS: 800-742-5877 or www.ups.com

FedEx: 800-463-3339 or www.fedex.com

DHL: 800-225-5345 or www.dhl-usa.com

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This email and any files transmitted with it may contain legally privileged and confidential information. If you are not the intended recipient or the intended recipient's authorized agent or if you have received this email in error, you are hereby notified that this email may not be further disseminated, reviewed, copied, or distributed. Please immediately notify the sender if you have received this email by mistake and delete this email from your system. If you are not the intended recipient, you are hereby notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. Thank you!

Tree Market Taunton LLC

Plan to Remain Compliant with Local Zoning

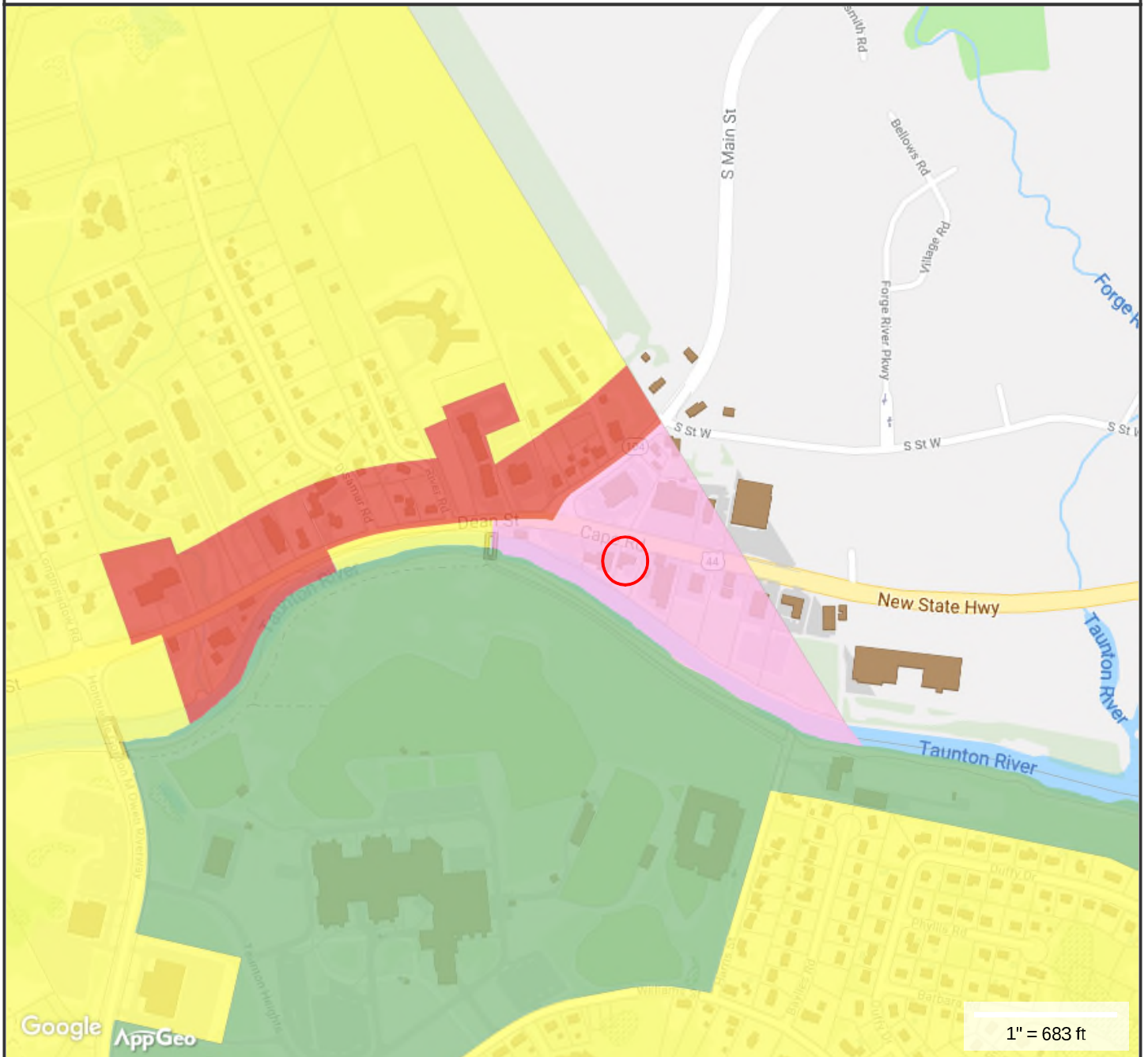
The City of Taunton amended its zoning code on October 2, 2018, to allow the dispensing of marijuana for adult-use in the Highway Business District (HBD). Tree Market Taunton LLC (the “**Company**”), is proposing to develop and operate a Marijuana Establishment at 9 Cape Road, Taunton, MA 02780. This site is located in the HBD zoning district, which permits the operation of a marijuana establishment, specifically a Marijuana Retailer, by Special Permit from the Municipal Counsel, pursuant to the Table of Use Regulations for the Business and Industrial Districts, Attachment 2 of the City of Taunton Zoning Ordinance (the “**Ordinance**”), and Section 440-201 of the Ordinance.

The Company has discussed its marijuana product manufacturing and transportation facility with City officials, including the building department, police department and fire department, appeared before the City Council and recently entered into a host community agreement with the City.

The Company plans to continue to work with officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and its Manager, Eli Volynsky will be responsible for ongoing compliance with local and state rules and regulations.

Attached please find a copy of Attachment 2 of the Ordinance and Section 440-201 of the Ordinance, together with a copy of the zoning map printout identifying that the proposed Marijuana Retailer is located within the HBD zoning district.



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Taunton, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 10/24/2018
Data updated 11/05/2018

Map Theme Legends

Zoning

-  Transit Oriented District
-  Aquifer Protection District
-  Adult Entertainment District
-  Open Space/Conservation
-  Rural Residential
-  Suburban Residential
-  Urban Residential
-  Central Business District
-  Business District
-  Office District
-  Highway Business District
-  Industrial District
-  Airport District

City of Taunton

ZONING

440 Attachment 2

City of Taunton

Table of Use Regulations Business and Industrial [Amended 5-10-2016; 9-12-2017; 10-2-2018]

KEY:

RRD = Rural Residential District
SRD = Suburban Residential District
URD = Urban Residential District
BD = Business District
CBD = Central Business District
OD = Office District
HBD = Highway Business District
ID = Industrial District
OSC = Open Space and Conservancy District

FPD = Floodplain District
P = Permitted use
SP1 = Special permit by Board of Appeals
SP2 = Special permit by Municipal Council

SP3 = Special permit by Planning Board
— = Prohibited use
* = Subject to certain conditions; see section indicated
P1 = License required by Municipal Council

Use	District									
	RRD	SRD	URD	BD	CBD	OD	HBD	ID	OSC	FPD
Adult entertainment uses	—	—	—	—	—	—	—	SP2	—	—
Amusement park	—	—	—	—	—	—	SP2	SP2	—	—
Animal grooming	—	—	SP1	P	P	—	P	SP1	—	—
Animal hospital	—	—	—	SP1	SP2	SP1	SP1	SP1	—	—
Animal kennel/pound	SP2	SP2	SP2	SP2	SP2	SP2	SP2	—	—	—
Appliances, manufacture	—	—	—	SP2	—	—	SP2	P	—	—
Asphalt processing/manufacture	—	—	—	—	—	—	SP2	SP2	—	—
Assisted living	—	—	SP1	SP1	SP2	SP1	SP1	—	—	—
Auditoriums	—	—	—	P	P	—	SP2	SP2	—	—
Automobile/truck/tractor repair/filling/service	—	—	—	SP1	SP1	—	SP1	SP1	—	—

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Use	District									
	RRD	SRD	URD	BD	CBD	OD	HBD	ID	OSC	FPD
Automobile parts/rental agency/sales with incidental repair	—	—	—	P	P	—	P	SP1	—	—
Washing	—	—	—	SP1	SP1	—	P	SP1	—	—
Wrecking/junkyard	—	—	—	—	—	—	SP2	SP2	—	—
Bakeries	—	—	—	P	P	—	P	SP1	—	—
Banks	—	—	—	P	P	P	P	SP1	—	—
Barber/hair salon/nails/tanning	—	—	—	P	P	—	P	SP1	—	—
Bed-and-breakfast	SP1	SP1	SP1	P	P	—	P	—	—	—
Beverages, bottling	—	—	—	—	—	—	P	P	—	—
Biotech	—	—	—	P	—	—	—	P	—	—
Boat/ship manufacturing	—	—	—	SP2	—	—	SP2	P	—	—
Body piercing establishment	—	—	—	—	—	—	SP1	SP1	—	—
Bowling alleys	—	—	—	SP1	SP1	—	P	—	—	—
Building materials, manufacture	—	—	—	SP2	—	—	SP2	P	—	—
Building materials, sales	—	—	—	P	P	—	P	P	—	—
Bus terminal/station	—	—	—	P	P	P	P	SP1	—	—
Casino/gaming	—	—	—	—	—	—	—	SP2	—	—
Catering/outside consumption	—	—	—	P	P	—	P	SP1	—	—
Cemetery	SP2	SP2	SP2	SP2	P	—	SP2	SP2	—	—
Chemical, manufacturing	—	—	—	—	—	—	—	SP2	—	—
Chemical, packaging	—	—	—	SP2	—	—	SP2	SP2	—	—
Circuses, temporary	—	—	—	SP2	SP2	—	SP2	SP2	—	—
Clothing, manufacturing	—	—	—	SP2	SP2	—	SP2	P	—	—
Colleges and universities										
Classroom/buildings	—	—	—	SP2	SP2	SP2	SP2	—	—	—
Dormitories/fraternities/sororities	—	—	SP2	SP2	SP2	SP2	—	—	—	—
Community centers	—	—	P	P	P	P	P	SP1	—	—
Cosmetics/toiletries manufacturing	—	—	—	—	—	—	SP2	P	—	—
Crematoriums	—	—	—	SP2	SP2	—	SP1	—	—	—
Dance halls	—	—	—	P	P	—	P	—	—	—

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Use	District									
	RRD	SRD	URD	BD	CBD	OD	HBD	ID	OSC	FPD
Drive-thru establishment/access drive-thru	—	—	—	SP1	SP1	SP1	SP1	—	—	
Eating/drinking establishments	—	—	—	P	P	SP1	P	SP1	—	—
Take-out only	—	—	—	P	P	SP1	P	SP1	—	—
Any use with entertainment	—	—	—	SP1	SP1	SP1	SP1	SP1	—	—
Feathers/felt/fur/leather curing/dyeing/processing	—	—	—	—	—	—	—	P	—	—
Fertilizer, manufacture	—	—	—	—	—	—	SP2	P	—	—
Fish market	—	—	—	P	P	—	P	SP1	—	—
Fitness clubs	—	—	—	P	P	—	P	SP1	—	—
Food/fish processing	—	—	—	—	—	—	—	P	—	—
Funeral establishment	—	—	SP1	P	P	—	P	—	—	—
Garbage incineration/reduction	—	—	—	—	—	—	—	SP2	—	—
Gas, manufacture	—	—	—	—	—	—	—	SP2	—	—
Gas, private utility	—	—	—	SP2	SP2	—	SP2	SP2	—	—
Gas, public utility	—	—	—	SP2	SP2	—	P	P	—	P
Gas, storage less than 2,500 cubic feet	—	—	—	—	SP2	—	SP2	SP2	—	—
Gas, storage more than 2,500 cubic feet	—	—	—	—	—	—	—	SP2	—	—
Generating plant steam/electric	—	—	—	—	—	—	—	SP2	—	—
Glass products, manufacture	—	—	—	SP1	—	—	SP1	P	—	—
Golf course	P	P	P	P	—	—	—	—	—	P
Golf, indoor/outdoor range	—	—	—	P	SP1	—	P	P	—	—
Grain storage	—	—	—	—	—	—	—	P	—	—
Gymnasiums	—	—	—	P	P	—	P	P	—	SP1
Heavy industrial/manufacturing (unless specified elsewhere)	—	—	—	—	—	—	—	P	—	—
Helicopter landing facility	—	—	—	SP2	SP1	SP2	SP2	SP2	—	—
Hospitals, no custodial care is provided for drug addicts, alcoholics, mentally ill/deficient	SP2	SP2	SP2	SP2	SP2	SP2	SP2	—	—	—
Hospitals, for care of drug addicts, alcoholics, mentally ill or deficient	—	—	—	SP2	SP2	—	—	—	—	—

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Use	District									
	RRD	SRD	URD	BD	CBD	OD	HBD	ID	OSC	FPD
Hotels/motels	—	—	—	SP2	SP1	SP2	P	SP1	—	—
Ice manufacture	—	—	—	SP1	—	—	SP1	P	—	—
Ice/roller skating rink in/outdoor	—	—	—	—	SP1	—	SP1	SP1	P	SP1
Ink/ribbon manufacture	—	—	—	SP2	—	—	SP2	P	—	—
Laboratories-research not used in relation to hospital/school	—	—	—	SP1	SP1	SP1	—	SP1	—	—
Landscaping/construction company	—	—	—	—	—	—	SP1	P	—	—
Laundries/dry cleaning	—	—	—	P	P	—	P	SP1	—	—
Libraries	—	—	—	P	P	P	P	—	—	—
Light industrial/manufacturing (unless specified elsewhere)	—	—	—	P	P	—	P	P	—	—
Marijuana establishment	—	—	—	—	—	—	—	SP2	—	—
Marijuana retailer	—	—	—	—	—	—	SP2	SP2	—	—
Medical and dental office/clinic	—	—	—	P	P	P	P	SP1	—	—
Medical marijuana treatment center	—	—	—	—	—	—	—	SP2	—	—
Meeting/banquet hall	—	—	—	P	P	P	P	SP1	—	—
Museums	—	—	—	P	P	P	P	—	—	—
Newspaper publishing	—	—	—	P	P	SP1	P	P	—	—
Offices (unless classified elsewhere)	—	—	—	P	P	P	P	SP1	—	—
Offices in dwelling	—	—	P	P	P	P	P	SP1	—	—
Parking lot/garage, off-street	—	—	—	P	P	P	P	P	—	—
Petroleum products, refining	—	—	—	—	—	—	—	SP2	—	—
Petroleum products, storage	—	—	—	—	—	—	SP2	SP2	—	—
Photography studio	SP1	SP1	SP1	P	P	—	P	SP1	—	—
Plastics product manufacture	—	—	—	SP2	SP2	—	SP2	P	—	—
Pool/billiard rooms	—	—	—	SP1	SP1	—	SP1	—	—	—
Printing plant	—	—	—	—	—	—	—	P	—	—
Prisons	—	—	—	—	—	—	—	SP2	—	—
Processing (unless classified elsewhere)	—	—	—	SP2	SP2	—	SP2	P	—	—
Radar facility	SP2	SP2	SP2	SP2	SP2	—	SP2	SP2	—	—

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Use	District									
	RRD	SRD	URD	BD	CBD	OD	HBD	ID	OSC	FPD
Radio studio	—	—	SP1	P	P	P	P	P	—	—
Radio/television facilities/studios	—	—	—	P	P	SP1	P	P	—	—
Railroad freight terminal	—	—	—	SP2	—	SP2	SP2	P	—	—
Railroad passenger terminal	—	—	SP2	P	P	P	P	P	—	—
Recreation center community center	SP1	SP1	SP1	P	P	—	P	SP1	—	—
Recreation center, indoors	—	—	—	P	P	—	P	P	—	—
Recreation center, outdoors	SP1	SP1	SP1	—	—	—	—	SP1	—	SP1
Recycling, biodegradable	—	—	—	—	—	—	—	SP2	—	—
Recycling, other	—	—	—	—	—	—	P	P	—	—
Rental establishment/business	—	—	—	P	P	—	P	SP1	—	—
Repair establishment/business	—	—	—	P	P	—	P	SP1	—	—
Retail business, not classified elsewhere	—	—	—	P	P	SP1	P	SP1	—	—
Schools	P	P	P	P	P	—	—	—	—	—
Services (unless classified elsewhere)	—	—	—	P	P	P	P	SP1	—	—
Showroom	—	—	—	P	P	SP1	P	SP1	—	—
Soap/detergents packaging	—	—	—	P	P	—	P	P	—	—
Solvent extracting	—	—	—	—	—	—	—	P	—	—
Stadiums	—	—	—	—	—	—	SP2	SP2	SP2	—
Stores/wholesale	—	—	—	P	P	—	SP1	SP1	—	—
Tattoo parlor/body art	—	—	—	—	SP2	—	SP1	SP1	—	—
Telephone facility/exchange	SP1	SP1	SP1	SP1	SP1	P	SP1	P	—	—
Textiles/manufacture	—	—	—	SP2	SP2	—	SP2	P	—	—
Theaters	—	—	—	P	P	—	P	SP1	—	—
Truck/tractor terminal	—	—	—	—	—	—	SP2	SP2	—	—
Utility	SP2	—	—	SP2	SP2	—	P	SP2	—	—
Warehouses/storage materials	—	—	—	SP1	SP1	—	SP1	P	—	—
Water/sewer disposal plant/pumping station	—	—	—	—	—	—	—	SP2	—	—
Wireless communication antenna	P	P	P	P	P	P	P	P	—	—
Wireless communication facility	SP2	SP2	SP2	SP2	SP2	SP2	SP2	SP2	—	—

TAUNTON CODE

Any use description that is not mentioned or needs interpretation will be determined by the Zoning Enforcement Officer and/or the City Planner. The burden of proof shall be the responsibility of the petitioner.

City of Taunton, MA
Tuesday, April 9, 2019

Chapter 440. Zoning

Article II. Definitions

§ 440-201. Definitions.

For the purpose of this chapter, the following words and terms as used herein shall have the meanings or limitations of meaning hereunder defined, explained or assigned:

ABANDONED

The intentional or unintentional cessation of use or maintenance of a building, structure or lot.

ACCESSORY DWELLING

A secondary dwelling unit created within or as an extension to an existing single-family dwelling containing separate bath and kitchen facilities. This conversion shall only be approved by the special permit granting authority designated in § **440-502**, Use regulations. (See § **440-710**, Accessory dwellings, for additional requirements.)

ACCESSORY STRUCTURE

Any structure not intended for human occupancy. Examples of accessory structures include carports, sheds, and other nondwelling buildings, heat pumps, fences, trellises, flagpoles, and tanks.

ACCESSORY USE

Use of land, building, or part of building that is customarily incidental and clearly subordinate to the principal permitted use of the premises. Accessory uses are permitted in all districts if not hazardous, harmful, or incompatible with specific use or dimensional restrictions applicable to such districts. The accessory use must also be under the same ownership as the principal use, and the accessory use must be deemed an essential support for the operation of the principal use on the premises. In no case shall an accessory use exceed 10% of the gross floor area of the principal use, except office use in an Industrial District which shall not exceed 20% of the gross floor area of the principal use.^[1]

ACTIVE RECREATION

Leisure activities usually of an organized nature, often performed with others and often requiring equipment, taking place at prescribed places, sites, or fields.

ADJACENT

Property abutting directly on the boundary of, touching, or sharing a common point.

ADULT BOOKSTORE

An establishment having as a substantial or significant portion of its stock-in-trade books, magazines, photographs, videos, computer software, computer discs, laser discs and other matter which are distinguished or characterized by their emphasis depicting, describing or relating to sexual conduct or sexual excitement as defined in

MGL c. 272, § 31.

ADULT LIVE ENTERTAINMENT

An establishment which offers and/or displays nude or seminude live entertainment for its patrons. The term "nudity" is defined in MGL c. 272, § 31.

ADULT MOTION-PICTURE THEATER

An enclosed building used for presenting material distinguished by an emphasis on matter depicting, describing or relating to sexual conduct or sexual excitement as defined in MGL c. 272, § 31.

ADULT PARAPHERNALIA STORE

An establishment having as a substantial or significant portion of its stock-in-trade devices, objects, tools, or toys which are distinguished or characterized by their association with sexual activity, including sexual conduct or sexual excitement as defined in MGL c. 272, § 31.

ADULT VIDEO STORE

An establishment having as a substantial or significant portion of its stock-in-trade videos, movies, computer software, computer discs, laser discs, or other film material which is distinguished or characterized by its emphasis depicting, describing, or relating to sexual conduct or sexual excitement as defined in MGL c. 272, § 31.

AGRICULTURE

The use of land, buildings or structures for agriculture and farming, including floriculture, horticulture and viticulture; farming in all its branches and the cultivation and tillage of the soil; dairying; the production, cultivation, growing and harvesting of any agricultural, floricultural or horticultural commodities; the raising of livestock; the keeping and raising of poultry, swine, cattle and other domesticated animals used for food purposes, bees, or fur-bearing animals; and any practices, including any forestry or lumbering operations, performed by a farmer, who is hereby defined as one engaged in agriculture or farming as herein defined, or on a farm as an incident to or in conjunction with such farming operations, including preparations for market, delivery to storage or to market or to carriers for transportation to market, and the uses customarily accessory to the foregoing. (See § 440-502; a permitted use in all districts on parcels of five acres or more.)

APARTMENT

Any building designed for use as a dwelling for more than three family units.

BIOTECH

The use of modern biological techniques for industrial or research purposes. The term shall include any industrial or research activities which use recombinant DNA molecules (rDNA) or organisms and viruses containing rDNA. (See Board of Health regulations for registration requirements.)

BUFFER ZONES

Green spaces or green strips of land on which to grow grass, bushes, flowers or trees, and maintained suitably landscaped, open and green, unpaved, unbuilt upon, and not used as a parking area for motor vehicles. See § 440-702.

BUILDING

- A. Any structure, whether temporary or permanent, enclosing any space, but not including fences (six feet high or less), field or garden walls, embankments or retaining walls.

- B. A permanent or temporary structure having a roof and providing shelter for goods, animals or humans; structures or buildings structurally connected above ground to a building shall be deemed to be parts thereof.

BUILT; ERECTED

The words "built" and "erected" shall each contain the other and shall include the words "constructed," "reconstructed," "altered," "enlarged," "moved" and any other words of like significance.

BUSINESS PREMISES

Premises maintained for the exercise of a trade, business or profession, primarily consisting of the furnishing of personal services; the maintenance of customary business records; activities of a governmental agency, a public utility, or a philanthropy; the furnishing of food or drink; or a place of assembly, recreation, or amusement.

CARGO CONTAINER

A boxlike object of standardized dimensions that can be loaded from one form of transport to another typically utilized for carrying freight. For the purposes of zoning, on all vacant properties and all use classifications outlined in § **440-502**, with the exception of commercial/industrial uses classified as storage/warehouse or truck/tractor terminal, cargo containers 120 square feet or less shall be considered accessory structures and cargo containers larger than 120 square feet shall be considered structures.

CHILD-CARE FACILITY

As defined in MGL c. 40A, § 3, and MGL c. 15D, § 1A.^[2]

CIVIC AND PUBLIC SERVICE BUILDINGS

Facilities such as post office, telephone exchange, library, school, church or museum.

CLUB

A body or association owning or hiring space in a building or operating an activity for the use of its members.

COMMON DRIVEWAY

Any access or driveway which connects, services or provides access to two or more lots. Any common driveway which accesses three or more lots needs a special permit from the Planning Board. The special permit granting authority shall utilize the City of Taunton Subdivision Rules and Regulations as a guide in determining the required standard of construction for said common driveway.

CONDOMINIUM

A form of property ownership whereby the owner gains ownership of an interior space within a building. The building structure, the land under the building, and all of the surrounding land is commonly owned by all the inhabitants on a proportional basis. In addition, the land, the building or buildings, all other improvements and structures thereon and all easements, rights and appurtenances belonging thereto, which have been, or will be, subject to the provisions of MGL c. 183A.

DENSITY

The number of dwelling units per acre.

DEVELOPMENT

Any human-caused change to improved or unimproved real estate that requires a permit or approval from any agency of the City of Taunton, including but not limited

to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations and storage of materials.

DRIVE-THROUGH FACILITY

The use of land, buildings, or structures, or parts thereof, to provide or dispense products or services, either wholly or in part, through an attendant or window or automated machine to persons remaining in motorized vehicles. Despite the above, a drive-through facility does not include a vehicle washing facility, a vacuum cleaning station accessory to a vehicle washing facility, or an automobile/gasoline service station.

DRIVEWAY

A private roadway located on a parcel or lot used for vehicle access.

DWELLING CONVERSION

Conversion of an existing single- or two-family dwelling structure to accommodate not more than three dwelling units. See § 440-709.

DWELLING, MULTIFAMILY

A building containing four or more individual dwellings with separate cooking facilities and toilet facilities for each dwelling unit.

DWELLING, SINGLE-FAMILY

A freestanding building exclusively for residential use by one family but not more than one family.

DWELLING, THREE-FAMILY

A freestanding building used exclusively for residential use by three families but not more than three families.

DWELLING, TWO-FAMILY or DUPLEX

A freestanding building exclusively for residential use by two families but not more than two families. This definition does not include a single-family dwelling with an accessory dwelling unit.

DWELLING UNIT

A building or a portion thereof containing rooms used for human habitation containing independent cooking, sleeping, and toilet facilities, but excluding boardinghouses, hotels, and dormitories. Included in this definition is "stick-built" and/or modular construction.

EDUCATIONAL USE

Land or structures used for educational purposes on land owned or leased by a nonprofit educational corporation.

FAMILY

One person or two or more persons, related by blood, foster relationship, marriage or adoption, and, in addition, any domestic servants or gratuitous guests thereof; or one or more persons who need not be so related, and, in addition, domestic servants or gratuitous guests thereof, who are living together in a single, nonprofit dwelling unit and maintaining a common household with single cooking facilities. A roomer, boarder or lodger shall not be considered a member of the family.^[3]

FLOOD

A general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD MAPS

The maps provided by the National Flood Insurance Program of the Federal Emergency Management Agency (FEMA) dated July 7, 2009, and any revisions thereto, on which have been delineated both the areas of special flood hazard and the risk premium zones (Zone A, AE or AO).^[4]

FLOOR AREA, GROSS

The total area of all floors of a building measured to the outside face of the structural members in exterior walls, and including halls, stairways, vertical shafts (including elevators and vent shafts), and unenclosed usable areas not surrounded by exterior walls which are under a horizontal projection of a solid roof or floor above. In addition, the following shall be included: basements, garages and covered supports.

FLOOR AREA RATIO

The ratio of building area to parcel area. Floor area ratio is a measure of nonresidential land use intensity.

FRONTAGE

The dimension of a property or portion of a property that is adjacent to a street; side yards of corner lots are excluded.

GARAGE, PRIVATE

Any garage intended for, and used to park, the private motor vehicles of the families resident upon the premises.

GARAGE, PUBLIC

Any garage intended for, and used to park, vehicles which is not included within the definition of a private garage.

GROSS DENSITY

The quotient of the total number of dwelling units divided by the total gross acreage of a site.

GROUP HOME

Includes halfway house, group residence, group dwelling unit, and limited group residence.

A. HALFWAY HOUSE

An intermediate care center which provides temporary residential accommodation, guidance and supervision for three or more persons. (See § 440-1001.)

B. GROUP RESIDENCE

A dwelling designed, intended, or used for occupancy by several adults not related by blood, marriage, or adoption who use in common some or all of the cooking, storage, bathroom, and living facilities and require no special training, care, or treatment.

C. GROUP DWELLING UNIT

A dwelling unit licensed by or operated by the Department of Developmental Services or the Department of Mental Health as a special residence for up to four persons who may or may not be capable of self-preservation from fire or other related hazards.^[5]

D. LIMITED GROUP RESIDENCE

A building licensed by or operated by the Commonwealth Department of Mental Health or the Office for Children as a limited group residence. This is a residence for people not capable of self-preservation.

HAZARDOUS MATERIAL

Any substance or material that, by reason of its toxic, caustic, corrosive, abrasive, or otherwise injurious properties, may be detrimental or deleterious to the health of any person handling or otherwise coming into contact with such material or substance.

HEIGHT, NONRESIDENTIAL BUILDING

The vertical distance from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch.

HEIGHT, RESIDENTIAL BUILDING

The vertical distance from predevelopment grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch.

HEIGHT, STRUCTURE (OTHER THAN A BUILDING)

The vertical distance from grade to the highest point of said structure.

INDUSTRIAL ACTIVITY

Any manufacturing, processing, warehousing or commercial nonretail activity.

INDUSTRIAL, HEAVY

A use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage of or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions.

INDUSTRIAL, LIGHT

A use engaged in the manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing.^[6]

LOT

An area of land in one ownership, with definite boundaries, used or available for use as the site of one or more buildings. Permanent water bodies shall not be calculated as part of total lot area for any lot in any zoning district.

LOT COVERAGE, MAXIMUM

The maximum allowable percentage of the total lot area that the footprint of all structures and impermeable surfaces occupies.

LOT COVERAGE, TOTAL

The percentage of the total lot area that the footprint of all structures and impermeable surfaces occupies.

LOT OR PROPERTY LINE

A line dividing one lot from another or from any street or public place.

LOT OR PROPERTY LINE, FRONT

The line(s) of any lot abutting a street line as defined.

LOT OR PROPERTY LINE, REAR

Any lot line that is not a front lot line or a side lot line.

LOT OR PROPERTY LINE, SIDE

Any lot line that has a termination point at a front lot or property line and does not change direction more than 45° from the initial direction off the street or change

direction more than twice.

LOT WIDTH

A straight line between the points on side lines of a lot at the distance from the street equal to the minimum required front yard, and where no front yard is required, at a distance of 30 feet.

MANUFACTURING

The processing of raw materials such as lumber, metals, food products or petroleum or the assembly, fabrication or processing of goods.

MARIJUANA ESTABLISHMENT

As defined in 935 CMR 500.002 (except excluding "marijuana retailer"), a marijuana establishment means a marijuana cultivator, craft marijuana cooperative, marijuana product manufacturer, independent testing laboratory, marijuana research facility, marijuana transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

[Added 10-2-2018]

MARIJUANA RETAILER

As defined in 935 CMR 500.002, means an entity licensed to purchase and transport cannabis or marijuana product from marijuana establishments and to sell or otherwise transfer this product to marijuana establishments and to consumers. Retailers are prohibited from delivering cannabis or marijuana products to consumers and from offering cannabis or marijuana products for the purposes of on-site social consumption on the premises of a marijuana establishment.

[Added 10-2-2018]

MEDICAL MARIJUANA TREATMENT CENTER

An establishment that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana or products containing marijuana and/or related supplies, for ostensibly medical purposes.

MERCANTILE ACTIVITY (BUSINESS AND COMMERCIAL ACTIVITY)

The marketing of goods and services, buying and selling, including professional and artistic processing on the premises of products to be sold on said premises to the ultimate consumer.

MINIMUM DRY LOT AREA

The minimum required amount of contiguous lot area that cannot be wetlands as defined by Chapter **432**, Wetlands Protection.

MOBILE HOME

A dwelling unit built on a chassis and containing complete electrical, plumbing and sanitary facilities and designed to be installed on a temporary or permanent foundation for permanent living quarters.

NIGHTCLUB

An establishment that stays open late at night and provides food, drink, entertainment, and music for dancing.

NONCONFORMING LOT

A lot that does not comply with the dimensional regulations for its zoning district but which complied with applicable regulations at the time the lot was established.

NONCONFORMING STRUCTURE

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, Eli Volynsky, (*insert name*) certify as an authorized representative of Tree Market Taunton, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Taunton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on February 25, 2019 and amended on June 7, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Mayor Thomas C. Hoyer, Jr., (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Taunton (*insert name of host community*) to certify that the applicant and City of Taunton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 2/25/2019 and amended on June 7, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Nicholas Adamopoulos

From: Peter D'Agostino <peter@tenaxstrategies.com>
Sent: Tuesday, August 9, 2022 1:20 PM
To: Nicholas Adamopoulos
Subject: FW: Tree Market Taunton CCC Renewal

Please see below. I'll keep you posted.

Best,
Pete

Peter D'Agostino
Partner
Cell: 617-416-5344

From: Peter D'Agostino <peter@tenaxstrategies.com>
Date: Tuesday, August 9, 2022 at 1:14 PM
To: Theresa Garcia <tgarcia@taunton-ma.gov>
Subject: Tree Market Taunton CCC Renewal

Hi Terry,

I hope you are well. As you may remember, this office represents Tree Market Taunton ("Tree Market") in connection with the licensing and permitting of its proposed marijuana establishment at 9 Cape Rd Taunton, MA 02780 (the "Establishment"). Tree Market's license from the Cannabis Control Commission ("CCC") for the Establishment is currently up for renewal and as part of its renewal process, an applicant must request from its host municipality, the records of any costs incurred by the host municipality, reasonably related to the operation of the marijuana establishment.

Accordingly, pursuant 935 CMR 500.103(4)(f) and the CCC's renewal application requirements, we are respectfully requesting the records of any costs incurred by the City of Taunton reasonably related to the operation of the Establishment. 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.

Please do not hesitate to contact me directly if you have any comments or questions.


Best,
Pete

Peter D'Agostino
Partner



 [617-416-5344](tel:617-416-5344)

 Peter@tenaxstrategies.com

 www.tenaxstrategies.com



12 Post Office Square, 6th Floor, Boston, MA 02109

This email and any files transmitted with it may contain legally privileged and confidential information. If you are not the intended recipient or the intended recipient's authorized agent or if you have received this email in error, you are hereby notified that this email may not be further disseminated, reviewed, copied, or distributed. Please immediately notify the sender if you have received this email by mistake and delete this email from your system. If you are not the intended recipient, you are hereby notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. Thank you!

CERTIFICATION OF DOCUMENTS REQUEST FROM TAUNTON

In accordance with 935 CMR 500.203(4) of the Massachusetts Code of Regulations and in support of the marijuana retail establishment renewal application for Tree Market Taunton LLC (Applicant), the undersigned Joseph Villatico hereby certifies to the Cannabis Control Commission that:

1. As of the date of this attestation form, the Applicant has not started operations of its retail establishment
2. Although the Applicant has not yet started operations, the Applicant submitted correspondence to the City of Lynn requesting documentation of any costs or anticipated costs to the City as a result of the operation of the Applicant's establishment
3. Please note that as of the date of this attestation we have not yet received a response from the City

Under the pains and penalties of perjury, I declare that I have examined this certification and to the best of my knowledge believe it is true and complete and I further declare that I have authority to sign this document


Joseph Villatico

Sept 8, 2021

Plan for Positive Impact

Tree Market Taunton LLC (the “**Company**”) is proposing to site a Marijuana Establishment in Taunton, MA, and its sibling corporation, Tree Market LLC is proposing to site a Marijuana Establishment in Lynn, MA, both of which are areas that have been identified by the Commission as areas of disproportionate impact (the “**Target Areas**”). Accordingly, the Company intends to focus its efforts in Taunton, Lynn and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

The Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

Goals:

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, at least 25% of its employees from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
2. Contribute a minimum of forty (40) hours of volunteer time to charitable groups serving the Target Areas and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
3. Contribute a minimum of Ten Thousand and 00/100 Dollars (\$10,000.00) to charitable groups serving the Target Areas and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
4. Provide educational programs and informational sessions geared towards individuals interested in the cannabis industry, with specific focuses on marijuana retailers and entrepreneurship, at least twice a year.

Programs:

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas and/or Massachusetts residents who have past drug convictions it shall post monthly notices for at least three (3) months during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, the Taunton Daily Gazette and the Lynn Daily Item, and these notices will state, among other things, that the Company is specifically looking to hire Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Cannabis Control Commission; or (ii) have past drug convictions, for employment.

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that it will meet its volunteering goals, the Company will encourage its employees to volunteer by providing work related incentives such as 2-4 paid volunteer days with charitable groups serving the Target Areas, such as Prevention Werks.
3. In an effort to ensure that it will meet its contribution goals, the Company has met with representatives from Prevention Werks and confirmed their willingness to work with the Company. Please see the attached letter from Prevention Werks.
4. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post monthly notices at least two months two (2) weeks prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, the Taunton Daily Gazette and the Lynn Daily Item, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Cannabis Control Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4) with respect to accomplishing the foregoing goals. The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Cannabis Control Commission; or (ii) have past drug convictions;
2. Identify the amount of volunteer support as well as the amount of charitable donations the Company has made during the positive impact plan year, and to which organizations those donations went (documentation from said charities about whether or not they serve the Target Areas or other areas of disproportionate impact, or residents with previous drug convictions, will be available for inspection by the Commission upon request); and
3. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities have (or will) accepted donations and volunteers from the Company; (2) acknowledges

and is aware, and 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; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.

March 3, 2020

Via Email Delivery

Tree Market Taunton LLC
Attn: Eli Volynsky
9 Cape Road
Taunton, MA 02780

Dear Eli:

Prevention Werks of Lynn is looking forward to working with Tree Market Taunton LLC ("**Tree Market**") in various capacities in regards to substance misuse and addiction prevention. Prevention Werks will accept monetary donations and volunteers from Tree Market and further acknowledges that it is aware that Tree Market is seeking licensure as a Marijuana Retailer.

Prevention Werks has a positive impact on Lynn, MA, an area that has been identified as an area of disproportionate impact by the Massachusetts Cannabis Control Commission, by working with the residents of Lynn, MA to prevent substance misuse and addiction as well promoting recovery through various modalities. Prevention Werks is a state grant managed through the City of Lynn and is thrilled to collaborate with Tree Market.

Thank you,

A handwritten signature in dark ink, appearing to read "Michelle", followed by a long horizontal line extending to the right.

Michelle Simons MS, LADC I, CADC
Prevention Coordinator
617-549-1318
3 City Hall Square
Lynn, MA 01901



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: 001378785

1. The exact name of the limited liability company is: TREE MARKET TAUNTON LLC

2a. Location of its principal office:

No. and Street: 7613 OVERLAKE DRIVE W
 City or Town: MEDINA State: WA Zip: 98039 Country: USA

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

No. and Street: PRINCE LOBEL TYE LLP
ONE INTERNATIONAL PLACE, SUITE 3700
 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:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC SHALL BE RETAIL, MARKETING AND DISTRIBUTION OF COMMERCIAL GOODS, AND ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY IS AUTHORIZED TO ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOHN F. BRADLEY ESQ.
 No. and Street: PRINCE LOBEL TYE LLP
ONE INTERNATIONAL PLACE, SUITE 3700
 City or Town: BOSTON State: MA Zip: 02110 Country: USA

I, JOHN F. BRADLEY 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	THE VAULT HOLDING LLC	7613 OVERLAKE DRIVE W MEDINA, WA 98039 USA

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

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

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of April, 2019,
THE VAULT HOLDING LLC
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

April 15, 2019 02:30 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

**LIMITED LIABILITY COMPANY AGREEMENT
OF
TREE MARKET TAUNTON LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “**Agreement**”) of TREE MARKET TAUNTON LLC, a Massachusetts limited liability company (the “**Company**”), is entered into as of July 31, 2018 by and between the Company and THE VAULT HOLDING, LLC (“**Member**”) and shall be entered into by any other Persons or entities that may hereafter become Members or successors to interests in the Company.

WHEREAS, the Company was formed on July 31, 2018 as under the Massachusetts Limited Liability Company Act by filing a Certificate of Formation with the Secretary of State of the State of Massachusetts;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

Capitalized terms used in this Agreement are defined in this Article or elsewhere in this Agreement:

1.1 “Act” means the Massachusetts Limited Liability Company Act, MGLL ch. 156C.

1.2 “Affiliate” means, with respect to any Person, (i) any other Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling fifty percent (50%) or more of the outstanding voting interests of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of fifty percent (50%) or more of the voting interests of any Person described in clauses (i) through (iii). For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of **voting** securities, by contract or otherwise.

1.3 “Capital Account” means, with respect to any Member, the account maintained for such Member determined as provided in **Section 8.3**.

1.4 “Capital Contribution” means, with respect to each Member, the amount of money and the gross fair market value of any property other than money contributed to the Company by such.

1.5 “Certificate of Formation” means the certificate of formation pursuant to which the Company was formed, as originally filed with the office of the Secretary of State on July 31, 2018, and as amended from time to time.

1.6 “Code” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

1.7 “Distributable Cash” means all cash received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and other sums paid or payable to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company’s business; and (iii) Reserves.

1.8 “Economic Interest” means a Unit Holder’s share of Profits, Losses, and other tax items of the Company and distributions of the Company’s assets pursuant to this Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members.

1.9 “Economic Interest Owner” means the owner of an Economic Interest who is not a Member.

1.10 “Effective Date” means July 31, 2018.

1.11 “Entity” means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any other organization that is not a natural person.

1.12 “Manager(s)” means **ELI VOLYNSKY** and **DANNY RAZORE** and any other Person who may become a substitute or additional Manager as provided in **Article 5**.

1.13 “Member” means each of the parties who executes a counterpart of this Agreement and any permitted successors or assigns. At inception, the LLC has s single member.

1.14 “Membership Interest” means all of a Member’s share in the Profits, Losses, and other tax items of the Company and distributions of the Company’s assets pursuant to this Agreement and the Act and all of a Member’s rights to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members.

1.15 “Percentage Interest” means with respect to any Unit Holder the percentage determined based upon the ratio that the number of Units held by such Unit Holder bears to the total number of outstanding Units.

1.16 “Permitted Transferee” means a person who acquires Units of the Company pursuant to **Section 12.5**.

1.17 “Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

1.18 “Profits” and “Losses” means, for each fiscal year (or other period), an amount equal to the Company’s taxable income or loss for such fiscal year (or other 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).

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

1.20 “Reserves” means, with respect to any fiscal period funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager for working capital (including capital to fund any planned or proposed acquisition of Company assets) and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company’s business. For purposes of this Section, any of the Company assets which are contributed to the Company by the Members, any borrowed funds, and any cash generated upon the sale of any of the Company assets, including Company assets which are purchased with borrowed funds and including the cash attributable to appreciation in value, shall be considered as being necessary reserves for investment purposes.

1.21 “Unit Holder” means a Person who is a Member or who holds an Economic Interest but is not a Member.

1.22 “Units” means ownership interests in the capital, income, gain, loss, deduction and credits of the Company expressed as a number of units in the Company. There shall be only one (1) class of Units. The voting rights of each Units are further set forth in **Section 7.4**. Each Unit owned by a Member shall carry one vote. Units owned by a person who has not been admitted as a Member shall not entitle such person to vote or otherwise exercise any right or benefit of a Member; provided, however such a person shall be entitled to the same interest in the capital, income, gain, loss, deduction and credits of the Company represented by the Units owned by such person as a Member would be. The relative rights to profits, losses and distributions of each Class are as set forth in **Section 9.2.2**.

ARTICLE 2

FORMATION OF COMPANY

2.1 Formation. The Company was formed on July 31, 2018, when the Certificate of Formation was executed and filed with the office of the Secretary of State in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is “**Tree Market Taunton LLC.**”

2.3 Principal Place of Business. The principal place of business of the Company shall be located at Prince Lobel Tye LLP, One International Place, Suite 3700, Boston MA 02110 or such other place or places as the Member may from time to time designate.

2.4 Registered Office and Registered Agent. The name and address of the initial registered agent for service of process on the Company shall be:

John F. Bradley Esq.
Prince Lobel Tye LLP
One International Place, Suite 3700
Boston MA 02110

The registered office and registered agent of the Company may be changed by a Manager from time to time by filing an amendment to the Certificate in accordance with the Act.

2.5 Term. The term of the Company shall be as set forth in the Certificate of Formation, if any, unless the Company is earlier dissolved in accordance with either this Agreement or the Act.

2.6 Tax Classification. The Company shall be taxed as a disregarded entity for federal income tax purposes.

ARTICLE 3

BUSINESS OF COMPANY

The business of the Company (“**Business**”) shall be:

- 3.1** To acquire, develop and operate certain marijuana businesses in Massachusetts;
- 3.2** To carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act; and
- 3.3** To exercise all other powers necessary to or reasonably connected with the Company’s business which may be legally exercised by limited liability companies under the Act.

ARTICLE 4

NAMES AND ADDRESSES OF MEMBERS

The names, addresses, number of units and percentage interests of the Members are set forth on attached **Schedule 1**, as amended or restated from time to time.

ARTICLE 5

MANAGER / RIGHTS AND DUTIES

5.1 Management. The business and affairs of the Company shall be managed by the Managers, who initially shall be **ELI VOLYNSKY** and **DANNY RAZORE**. Except as otherwise expressly provided in this Agreement, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required by this Agreement or the Act. Actions requiring the approval of the Managers shall require the approval of a majority of the Managers. The Managers shall have power and authority, on behalf of the Company:

5.1.1 To acquire property from any Person as the Manager may determine, and the fact that a Manager or a Member is an Affiliate of such Person shall not prohibit the Manager from dealing with that Person;

5.1.2 To purchase liability and other insurance to protect the Company's property and business;

5.1.3 To acquire, improve, manage, charter, operate, sell, transfer, exchange, encumber, pledge or dispose of any real or personal property of the Company;

5.1.4 To invest Company funds temporarily in time deposits, short-term governmental obligations, commercial paper or other short-term investments;

5.1.5 To execute instruments and documents, including without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

5.1.6 To appoint and fix compensation for officers and other agents for the Company, and to delegate any duties that may be undertaken by the Manager to any officer or agent of the Company;

5.1.7 To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

5.1.8 To enter into all other agreements with any other Person for any purpose, in such form as the Manager may approve;

5.1.9 From time to time open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless the Manager determines otherwise; and

5.1.10 To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business in the ordinary course of business.

Unless authorized to do so by this Agreement or by a Manager, a Member who is not a Manager shall take no part whatever in the control, management, direction or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company.

5.2 Compensation. The Member shall be reimbursed by the Company for reasonable out-of-pocket expenses approved by a Manager and incurred in connection with the Company's business, including without limitation expenses incurred in the organization of the Company. Compensation to be paid to the Persons who are also Members shall be determined by the Manager and by the approval of all of the Member and shall be documented by a Compensation Agreement executed by the Manager and each such Member. Such compensation shall be treated as a guaranteed payment as defined in Section 707(a)(2) of the Code and Regulations Section 1.707-1(c).

5.3 Limitation on Liability; Indemnification.

5.3.1 To the fullest extent permitted by the Act and to such further and other extent as is permitted by law, any and all duties (including fiduciary duties) that a Member, Manager, officer of the Company appointed by a Manager, and their Affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "**Indemnitee**") may otherwise have at law or in equity to the Company, to a direct or indirect subsidiary, to the Member, to any other Indemnitee or to anyone else, are hereby eliminated; *provided*, that to the extent necessary to give maximum effect to the exculpation of Indemnitee set forth herein, nothing in this Agreement is intended to eliminate the duties of loyalty and care as set forth in the Act. To the fullest extent permitted by the Act and to such further and other extent as is permitted by law, no Indemnitee shall be liable to the Company, to a direct or indirect subsidiary of the Company, to a Member, to any other Indemnitee or to anyone else, for any breach of contract or breach of duties (including fiduciary duties) or for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnitee in their capacity as such, except for acts or omissions that constitute a bad faith violation of the duties of loyalty and care as set forth in the Act.

5.3.2 To the fullest extent allowable by law, the Company shall indemnify, defend and hold harmless each Indemnitee from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which a Member or Manager may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while that Member was a Member or that Manager was a Manager, as the case may be,

regardless of whether the Member or Manager continues to be a Member or Manager of the Company at the time any such liability or expense is paid or incurred. No Member shall have any personal liability beyond their respective Capital Contributions with respect to the satisfaction of any required indemnification of the persons mentioned in this **Article 5**.

5.3.3 Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a Person claiming indemnification under this **Section 5.3** for legal expenses and other costs incurred as a result of a legal action brought against such Person only if (i) the legal action relates to the performance of duties or services by the Person on behalf of the Company, and (ii) such Person undertakes to repay the advanced funds to the Company if it is determined that such Person is not entitled to indemnification pursuant to the terms of this Agreement.

5.3.4 The indemnification provided by this **Section 5.3** shall be in addition to any other rights to which the Indemnatee may be entitled under any agreement or vote of the Members, as a matter of law or equity, or otherwise, and shall continue as to an Indemnatee who has ceased to serve in their capacity, and shall inure to the benefit of the heirs, successors, assigns and administrators of those so indemnified.

5.4 Right to Rely on the Manager. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to the identity and authority of any Manager or other Person to act on behalf of the Company or any Member.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement and the Act.

6.2 Liability for Company Obligations. Members shall not be personally liable for any debts, obligations or liabilities of the Company beyond their respective Capital Contributions and any obligation of the Members under **Section 8.1** or **8.2** to make Capital Contributions, except as otherwise provided by law.

6.3 Inspection of Records. Upon reasonable request, each Member shall have the right to inspect and copy at such Member's expense, during ordinary business hours the records required to be maintained by the Company pursuant to **Section 11.5**.

6.4 Other Business. The Member and Managers may engage in business ventures and activities of any nature and description, independently or with others. Neither the Company nor any of the Members shall by reason of their acquisition of an interest in the Company or their status as Members have any rights in or to the independent ventures and activities of the other Members, or the income or profits derived therefrom.

ARTICLE 7

ACTION BY THE MEMBER

7.1 Meetings. At inception, the LLC has a single Member. If in the future additional members exist, such Members and the Managers shall amend this Agreement to set forth procedures necessary for the meetings of the Members, including without limitation, who may call such meetings and the notice requirements therefore.

7.2 Action by Member. Action required or permitted to be taken by the Member may be taken by written consent signed by the Member.

7.3 Formalities. A failure to observe any of the formalities or requirements of this Agreement, the Certificate of Formation or the Act shall not be grounds for imposing personal liability on the Member or Managers for liabilities of the Company.

ARTICLE 8

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 Member's Capital Contribution. The Member shall contribute such amount as is set forth in attached **Schedule 1** as such Member's Initial Capital Contribution.

8.2 Additional Contributions. The Member shall not be required to make any additional Capital Contributions. If the Managers determine, in their collective discretion, that additional funds are required by the Company, the Managers shall notify the Member, and the Member may, in its sole discretion: (a) make additional Capital Contributions; or (b) make loans to the Company ("**Extraordinary Member Loans**"). The Member shall not be required to make an Extraordinary Member Loan. Each Extraordinary Member Loan shall bear interest at a rate not to exceed twelve percent (12%) per annum and shall be repaid in full with interest prior to the repayment of any other Member loans and prior to any Distributions of Distributable Cash to Member or distributions pursuant to **Section 10.1.2** to the Member. Nothing contained in this **Section 8.2** is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such person or entity shall under any circumstances have any right to compel any actions or payments by the Member.

8.3 Capital Accounts.

8.3.1 Establishment and Maintenance. The Company shall establish and maintain Capital Accounts with respect to each Member in accordance with Code Section 704 (b) and Regulations promulgated thereunder, including Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent therewith. In the event of a Transfer of Units in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Units. If in the opinion of the Company's legal counsel or accountants the manner in which Capital Accounts are to be maintained should be modified in order to comply with Code Section 704(b) and the Regulations thereunder, then notwithstanding anything to the contrary contained in the Agreement, the

method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

8.4 Company Capital.

A creditor who makes a nonrecourse loan to the Company shall not, as a result of making such a loan, have or acquire at any time any direct or indirect interest in the Profits, capital or property of the Company, except that, if security is given for such a loan, then the creditor may be a secured creditor.

8.5 Withdrawal or Reduction of Members' Contributions to Capital. The Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Member on account of its Capital Contributions, have been paid or there remains property of the Company sufficient to pay them. The Member, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

ARTICLE 9

ALLOCATIONS OF PROFITS AND LOSSES

9.1 Profits and Losses. Profits and Losses for any fiscal year shall be allocated among the Members and any other persons owning Units in accordance with the number of Units.

ARTICLE 10

DISTRIBUTIONS

10.1 Cash Distributions.

10.1.1 Nonliquidating Distributions. Distributions of Distributable Cash, other than distributions in liquidation pursuant to **Section 10.1.2**, shall be made to the Unit Holder at the times and in the amounts determined by the Manager.

10.1.2 Distributions in Liquidation. Notwithstanding **Section 10.1.1**, distributions in liquidation of the Company shall be made to the Unit Holder in the manner set forth in **Section 14.3.3**.

10.2 Tax Distributions. Notwithstanding anything to the contrary in **Section 10.1.1**, to the extent Distributable Cash is available as determined by the Manager, and to the extent that the amount distributed to (or withheld on behalf of) the Member in respect of a fiscal year of the Company is less than the Member's Assumed Tax Liability, the Manager shall distribute cash equal to such shortfall to the Member, at such times as to permit the Member to timely satisfy estimated tax or other tax payment requirements. The Member's "**Assumed Tax Liability**" shall equal the expected aggregate federal, state, and local tax liability of such Member attributable to items of income, gain, loss, and deduction allocated to such Member for income tax purposes (excluding allocations under Section 704(c) principles), assuming the highest marginal income tax rates applicable to the Member, taking into account the character of the relevant income or loss to

the Member and the deductibility, if any, of any state or local tax in computing any state or federal tax liability. Any amounts paid to the Member under this **Section 10.2** shall be treated as advances on distributions otherwise payable under this Agreement.

10.3 Distributions in Kind. Non-cash assets, if any, shall be distributed in a manner that reflects how cash proceeds from the sale of such assets for fair market value would have been distributed.

10.4 Withholding; Amounts Withheld Treated as Distributions. The Manager is authorized to withhold from distributions, or with respect to allocations or payments, to the Unit Holder and to pay over to the appropriate federal, state or local governmental authority any amounts required to be withheld pursuant to the Code or provisions of applicable state or local law. All amounts withheld pursuant to the preceding sentence in connection with any payment, distribution or allocation to any Unit Holder shall be treated as amounts distributed to the Unit Holder pursuant to this **Article 10** for all purposes of this Agreement.

10.5 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to the Member on account of its contributions.

ARTICLE 11

ACCOUNTING, BOOKS, AND RECORDS

11.1 Accounting Principles. The Company's books and records shall be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Managers determine is in the best interest of the Company and its Member.

11.2 Interest on and Return of Capital Contributions. The Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

11.3 Loans to Company. Nothing in this Agreement shall prevent the Member from making secured or unsecured loans to the Company.

11.4 Accounting Period. The Company's accounting period and fiscal year shall be the calendar year.

11.5 Records, Audits and Reports. At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

11.5.1 A current list and past list, setting forth the full name and last known mailing address of each Member, Economic Interest Owner and Manager;

11.5.2 A copy of the Certificate of Formation and all amendments thereto;

11.5.3 Copies of this Agreement and all amendments hereto;

11.5.4 Copies of the Company's federal, state, and local tax returns and reports, if any, for the three most recent years;

11.5.5 A copy of the three most recent annual reports delivered by the limited liability company to the secretary of state pursuant to the Act.

11.5.6 Minutes of every meeting of the Members and any written consents obtained from Members for actions taken by Members without a meeting for the three most recent years; and

11.5.7 Copies of the Company's financial statements for the three most recent years.

ARTICLE 12

DISSOLUTION AND TERMINATION

12.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

14.1.1 Upon expiration of the term specified in **Section 2.5**, if any; or

14.1.2 By the written agreement of the Member.

12.2 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the Managers shall immediately proceed to wind up the affairs of the Company. The Managers shall sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Unit Holders in kind) and shall apply the proceeds of such sale and the remaining Company assets in the following order of priority:

12.2.1 Payment of creditors, including the Member and Managers who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company, other than liabilities for distributions to the Member;

12.2.2 To establish any reserves that the Managers deem reasonably necessary for contingent or unforeseen obligations of the Company and, at the expiration of such period as the Managers shall deem advisable, the balance then remaining in the manner provided below;

12.2.3 By the end of the taxable year in which the liquidation occurs (or, if later, within ninety (90) days after the date of such liquidation), to the Member.

12.3 Deficit Capital Accounts. Except as may otherwise be required by law or any other agreement to the contrary, notwithstanding anything to the contrary contained in this Agreement, to the extent that the Member has a deficit Capital Account balance upon dissolution of the Company, that deficit shall not be an asset of the Company and the Member shall not be obligated to contribute that amount to the Company to bring the balance of that Member's Capital Account to zero.

12.4 Termination. The Managers shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

12.5 Certificate of Cancellation. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Member, the Managers shall file a certificate of cancellation as required by the Act. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Massachusetts.

13.2 Entire Agreement; Amendments. This Agreement represents the entire understanding of the parties with respect to its subject matter. There are no other prior or contemporaneous agreements, either written or oral, among the parties with respect to this subject. This Agreement may be amended, restated or modified from time to time only by a written amendment or restatement that has been approved by the Member.

13.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.

13.4 Waiver. The failure of any Person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.5 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.6 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.

[Signature page follows]

IN WITNESS WHEREOF, the Member has executed this Limited Liability Operating Company Agreement effective as of the date first set forth above.

MEMBER:

THE VAULT HOLDING LLC

By *Eli Volynsky*
Eli Volynsky, Manager

By *Daniel Razore*
Danny Razore, Manager

TREE MARKET TAUNTON LLC

By *Eli Volynsky*
Eli Volynsky, Manager

By *Daniel Razore*
Danny Razore, Manager

SCHEDULE 1

	<u>Units</u>	<u>Contributions</u>
The Vault Holdings LLC PRINCE LOBEL TYE LLP One International Place, Suite 3700 Boston MA 02110	100	\$1,000



William Francis Galvin
Secretary of the
Commonwealth

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

June 17, 2019

TO WHOM IT MAY CONCERN:

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

TREE MARKET TAUNTON LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 15, 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: **THE VAULT HOLDING LLC**

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

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



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

William Francis Galvin

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1961679744
Notice Date: July 2, 2019
Case ID: 0-000-888-064



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TREE MARKET TAUNTON, LLC.
1 INTERNATIONAL PL STE 3700
BOSTON MA 02110-3214

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, TREE MARKET TAUNTON, 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
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



173045115

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Tree Market Taunton LLC
700 GREENDALE AVE UNIT 11315
NEEDHAM, MA 02492-4363

EAN: 22156764
January 24, 2020

Certificate Id:34654

The Department of Unemployment Assistance certifies that as of 1/24/2020 ,Tree Market Taunton LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

Tree Market Taunton LLC

Plan for Obtaining Liability Insurance:

Tree Market Taunton LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall 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, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

Tree Market Taunton LLC.

BUSINESS PLAN

EXECUTIVE SUMMARY:

Tree Market's main goal is to provide industry leading customer service and well priced, state-verified marijuana products at our retail business located at 9 Cape Road Taunton, Massachusetts. We will be able to maintain relatively moderate to low prices by carefully maintaining efficiencies in our operations, developing strong relationships with suppliers and focusing on growing the lifetime value of each customer. By focusing on these segments, we'll be provided with additional efficiencies such as, we avoid disruptions in projected cash flow often associated with sporadic customer purchasing and, we also reduce the risk of working with unreliable suppliers.

Tree Market will operate from our desired location that will serve in person customers and also in person customers who have pre-ordered their desired items via our online ordering platform. We will thrive by employing knowledgeable and friendly personnel, which, along with our fair prices, quality product offerings, longtail growth tools, and warm store environment will drive the repeat business and steady-consistent growth that we will rely upon.

Our advertising, mainly through word of mouth and direct to customer marketing will serve as a tailwind to the ongoing growth of our business.

Costs will be minimized by diligent inventory purchasing based on customer purchasing data and trends.

Tree Market will be led by Eli Volynsky, an accomplished entrepreneur and Danny Razore, an accomplished entrepreneur specifically in the recreational marijuana industry.

1.1 Objectives

The objectives for the first three years include:

1. Exceed customer expectations with knowledgeable staff and a consistent shopping and consumption experience.
2. Increase the number of customers by more than 30% per year

3. Develop a business that survives off its own cash flow

1.2 Mission

Tree Market's mission is to provide industry leading customer service and well priced, state-verified marijuana products to our customers. We also aim to be a partner in local growth initiatives for the City of Taunton.

1.3 Keys to Success

The keys to success are:

- Satisfy our customers so they will return again and again
- Maintain low overhead and operating costs
- Continually improve our relationship with suppliers

2.1 Company Ownership

Tree Market is a Massachusetts limited liability corporation. The company is owned 50/50 by each of its owners, Eli Volynsky and Danny Razore.

2.2 Start-up Summary

Tree Market will incur the following start-up equipment costs:

- Office equipment including chairs, file cabinets, and desks.
- Refrigerator, microwave, employee rest area necessities.
- Front counter, storage bins, cash register.
- Four computer terminals.
- Four smart tablets, either ipad or Microsoft Surface.
- Main computer server with a laser printer, and back-up system.
- Software: QuickBooks Pro, Metrc seed-to-sale tracking software, additional retail analytics software.
- Assorted bottles, boxes, envelopes, etc. for dispensing.
- State approved security system.
- Storefront build-out.
- Start-up inventory.
- Rent, utilities, insurance.
- Ultra secure safe for cash storage.

Please note that some of these items will be used for more than one year and will therefore be labeled long-term assets, depreciated using G.A.A.P. approved straight-line depreciation.

2.3 Products

Tree Market offers a wide range of state-approved marijuana products to adults 21 and older.

Tree Market will only service customers who self pay. The self pay customers will be attracted to Tree Market because of its knowledgeable and friendly staff along with fair prices of quality products.

Tree Market will be able to survive on lower margins due to operating efficiencies gained through superior long term value per customer and consistent expenses. If a customer has a question regarding a product, our knowledgeable staff will make their best attempt to answer it.

This model of saving costs by not providing unlimited access to the staff will be successful because the majority of customers will be customers who have been purchasing the desired product for a while, as opposed to a new customer, and will not require their hand to be held during the transaction. They are interested in our store as an inexpensive source for their desired marijuana product(s).

With each order, an insert and/or visible label will accompany the purchased products providing the most common risks associated with consumer marijuana products. A customer's purchased items will be placed in a state-approved, child proof bag prior to the customer leaving the store.

2.4 Financial Projections:

The projections for our store sales listed below are based on empirical data from other states that have recreational cannabis sales.

FULL CAPACITY MONTHLY PROJECTION				PRODUCT TYPE	COST
PROJ TRANSACTIONS PER MONTH	10,000				
PROJ AVG TICKET (\$)	\$50			FLOWER	
PROJ MONTHLY REVENUE (\$)	500,000			PRICE PER GRAM (Wholesale)	\$9.00

				PRICE PER GRAM (Retail)	\$22.50
PROJ MONTHLY COGS (\$) (-)	-\$233,400			PROJECTED % OF SALES	65%
PROJ MONTHLY HOST FEE	-\$15,000			PROJ MONTHLY REVENUE	\$325,000
PROJ MONTHLY GROSS PROFIT (\$)	\$252,600			PROJ MONTHLY COST	-\$130,000
PROJ MONTHLY NET PROFIT	\$95,584			PROJ MONTHLY +/-	\$195,000
FULL CAP MONTHLY INCOME PROJECTION				WAX/OIL	
REVENUES				PRICE PER GRAM (W)	\$20.00
FLOWER	\$325,000			PRICE PER GRAM (R)	\$50.00
WAX/OIL	\$100,000			PROJECTED % OF SALES	20%
EDIBLES	\$50,000			PROJ MONTHLY REVENUE	\$100,000
VAPORIZERS	\$25,000			PROJ MONTHLY COST	-\$40,000
TOTAL REVENUES	\$500,000			PROJ MONTHLY +/-	\$60,000
				EDIBLES	
COST OF GOODS SOLD				PRICE PER 10 SERVINGS (W)	\$20.00
MJ Inventory	-\$233,400			PRICE PER 10 SERVINGS (R)	\$50.00
Payroll	-\$15,000			PROJECTED % OF SALES	10%
Other Direct Costs	-\$5,675			PROJ MONTHLY REVENUE	\$50,000
Host Fee	-\$15,000			PROJ MONTHLY COST	-\$20,000
TOTAL	-\$269,075			PROJ MONTHLY +/-	\$30,000
GROSS PROFIT	\$230,925				
				VAPORIZERS	
OPERATING EXPENSES				PRICE PER UNIT (W)	\$20.00

Advertising and Promotion	\$2,000			PRICE PER UNIT (R)	\$50.00
Transportation/Security	\$10,000			PROJECTED % OF SALES	5%
Tablet/POS	\$1,000			PROJ MONTHLY REVENUE	\$25,000
Software	\$1,500			PROJ MONTHLY COST	-\$10,000
Salaries	\$30,000			PROJ MONTHLY +/-	\$15,000
Insurance	\$2,000				
Meals and Entertainment	\$1,000				
Misc Expense	\$2,866				
Office Supplies	\$300				
Professional Services	\$1,000				
Rental Payments	\$5,834				
Subcontractor	\$1,000				
Travel	\$1,000				
Website Development	\$500				
TOTAL OPERATING EXPENSES	-\$60,000				
OPERATING PROFIT	\$170,925				
TAXES - PAID ON REV-COGS = \$269,075					
FEDERAL CORPORATE TAX (20%)	\$53,815				
STATE CORP INCOME TAX (8%)	\$21,526				
TOTAL TAX PAID	\$75,341				
NET PROFIT	\$95,584				
NET PROFIT MARGIN (+/-)	19%				

Tree Market Taunton LLC

Separating Recreational from Medical Operations:

Currently, Tree Market Taunton LLC (the “**Company**”) is only applying for a Marijuana Retailer license at this location.

Should the Company ultimately apply for, and be licensed for, a registered marijuana dispensary license that permits the sale of Medical Marijuana then it shall be a policy of the Company that marijuana and marijuana products for medical use shall only sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification must contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A drivers license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

The Company shall physically separate medical and adult-use sales areas. Subject to final approval by the Commission, such separation shall be provided by a temporary or semi-permanent physical barrier, such as a stanchion, that adequately separates sales areas of marijuana products for medical use from sales areas of marijuana products for adult use. The Company shall provide for separate lines for sales of marijuana products for medical use from marijuana products for adult use within the sales area, provided, however, that the holder of a medical registration card shall be permitted to use either line and shall not be limited only to the medical use line. The Company shall adopt separate accounting practices at the point-of-sale for medical and adult-use sales.

The Company shall additionally provide an area that is separate from the sales floor to allow for confidential consultation.

This policy may also be referred to by the Company as the “**Policy for Separating Recreational from Medical Operations**”.

Tree Market Taunton LLC

Restricting Access to Age 21 and Older:

Tree Market Taunton LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment.

Currently, the Company is only applying for a Marijuana Retailer license at this location. Should the Company ultimately apply for, and be licensed for, a registered marijuana dispensary license that permits the sale of Medical Marijuana then, if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active medical registration card issued by the Commission. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

Tree Market Taunton LLC

Quality Control and Testing for Contaminants:

Testing of Marijuana

Tree Market Taunton LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

The Company is not proposing to cultivate or produce its own products at this time. The Company intends to obtain all of its products from other duly licensed Marijuana Establishments.

The Company shall ensure that all marijuana products sold at its Marijuana Establishment have been tested by an Independent Testing Laboratory that tests the marijuana products in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the Massachusetts Department of Public Health (the “**DPH**”) and to test its environmental media (e.g., soils, solid growing media, and water) in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

The Company shall ensure that all marijuana products have been tested for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. The Company shall ensure that notification come from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing completed by it for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company’s Transportation Policy and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company’s Disposal Policy and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Tree Market Taunton LLC

Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies (as applicable to its Marijuana Retail License):

- (a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
 - 1. Well cured and generally free of seeds and stems;
 - 2. Free of dirt, sand, debris, and other foreign matter;
 - 3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - 4. Prepared and handled on food-grade stainless steel tables; and
 - 5. Packaged in a secure area.
- (b) The Company shall comply with the following sanitary requirements:
 - 1. Any marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
 - 2. Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
 - i. Maintaining adequate personal cleanliness; and
 - ii. 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. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
 - 4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
 - 5. Litter and waste shall be properly removed, 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 shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
 - 6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
 - 7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
 - 8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;

Tree Market Taunton LLC

9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall 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 shall be so designed and of such material and workmanship as to be adequately cleanable;
 10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products;
 11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
 12. Plumbing shall 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 shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
 13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
 15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
 16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must 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).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

Tree Market Taunton LLC

Personnel Policies Including Background Checks;

Tree Market Taunton LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

1. It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
2. The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Security Policy, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
3. The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9);
4. The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
5. The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. 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.
6. The Company shall make a list of all board members and executives of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company shall also make this list available on its website.
7. The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
8. The Company shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers. All such individuals shall:
 - (a) be 21 years of age or older;
 - (b) not have been convicted of an 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; and
 - (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
9. An application for registration of a marijuana establishment agent shall include:
 - (a) the full name, date of birth, and address of the individual;
 - (b) all aliases used previously or currently in use by the individual, including maiden name, if any;
 - (c) a copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
 - (d) an attestation that the individual will not engage in the diversion of marijuana products;

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- (e) written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
 - (f) background information, including, as applicable:
 - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - 3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - 4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.
 - (g) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 - (h) any other information required by the Commission.
10. An executive of the Company registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, shall submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.
11. The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent's registration shall be immediately void when the agent is no longer associated with the Company.
12. The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
13. After obtaining a registration card for a marijuana establishment agent, the Company shall notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

Tree Market Taunton LLC

14. The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
15. Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. 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;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, upon request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan:

Executive Level:

- CEO;
- CFO; and
- COO.

Tree Market Taunton LLC

Management Level:

- Sales Manager; and
- Security Manager.

Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

Tree Market Taunton LLC

Record Keeping Procedures:

Tree Market Taunton LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*;
- (e) Business records as described in the Company’s *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of assets and liabilities; and monetary transactions; books of accounts, which shall 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company’s expense and in a form and location acceptable to the Commission.

It shall be a Policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

Tree Market Taunton LLC

Maintaining of Financial Records:

Tree Market Taunton LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company 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:
 - i. it shall immediately disclose the information to the Commission;
 - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Tree Market Taunton LLC

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

Tree Market Taunton LLC

Employee Qualifications and Training:

Tree Market Taunton LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a Responsible Vendor Program under 935 CMR 500.105(2)(b). It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. On or after July 1, 2019, all current owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”
2. Once the Company is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
5. The Company 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 upon request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training shall include:
 - a. Marijuana’s physical effects based on type of marijuana product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
 - a. How to check identification;
 - b. Spotting false identification;
 - c. Medical registration cards issued by the DPH;
 - d. Provisions for confiscating fraudulent identifications; and
 - e. Common mistakes made in verification.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:

Tree Market Taunton LLC

- a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability;
 - d. License sanctions and court sanctions;
 - e. Waste disposal;
 - f. Health and safety standards;
 - g. Patrons prohibited from bringing marijuana onto licensed premises;
 - h. Permitted hours of sale;
 - i. Conduct of a Marijuana Establishment;
 - j. Permitting inspections by state and local licensing and enforcement authorities;
 - k. Licensee responsibilities for activities occurring within licensed premises;
 - l. Maintenance of records;
 - m. Privacy issues; and
 - n. Prohibited purchases and practices.
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, executives, managers, and volunteers shall:

- (a) be 21 years of age or older;
- (b) not been convicted of an 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; and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.


	STANDARD OPERATING PROCEDURES	
	DIVERSITY PLAN	
	Effective Date:	Disclosure:
	9/7/2022	Proprietary and Confidential Information
	License Number:	Address:
	MR206226	9 Cape Road Taunton, MA 02780

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1 . PURPOSE

Tree Market Taunton LLC (“TREE MARKET”) 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, TREE MARKET has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in TREE MARKET’s operations.

2 . COMPLIANCE

3 . GOALS

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

- TREE MARKET recognizes the importance of maintaining a varied and diverse workforce. To promote its goal of maintaining equity in its operations, TREE MARKET 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 :
 - o 10% Minorities;
 - o 10% Individuals who identify as LGBTQ+
 - o 20% Women; and,
 - o 10% Veterans and
 - o 10% People with Disabilities.
- TREE MARKET 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 a 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 :
 - o 15% Minorities;
 - o 10% Individuals who identify as LGBTQ+
 - o 10% Women; and,
 - o 15% Veterans and
 - o 10% People with Disabilities

4 . PROGRAMS

TREE MARKET 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, TREE MARKET will utilize job postings in the Taunton Daily Gazette as well as online advertising using Indeed and other platforms to target Taunton and Brockton residents. The Taunton Daily Gazette publications reach individuals located in Taunton, Berkeley, Rehoboth, Dighton, Lakeville, Norton, and Raynham, Massachusetts. This publication and the targeted online job postings will reach the diverse population makeup of these towns
- Posting will occur each time we have hiring needs

5 . MEASUREMENTS

The Director of Human Resources will administer the Plan and will be responsible for developing measurable outcomes to ensure TREE MARKET continues to meet its commitments. Such measurable outcomes, in accordance with TREE MARKET's 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 Vice President of Retail with the composition figures and will highlight whether the 60% goal is currently being satisfied.

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

6. ACKNOWLEDGEMENTS

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