



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284810
Original Issued Date: 12/13/2025
Issued Date: 12/13/2025
Expiration Date: 12/13/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: DMS Trinity LLC

Phone Number: 857-225-0072 Email Address: denis@trinitynat.com

Business Address 1: 36 Charles St Business Address 2: \

Business City: Malden Business State: MA Business Zip Code: 02148

Mailing Address 1: 144 MARBLE ST APT 508 Mailing Address 2:

Mailing City: Stoneham Mailing State: MA Mailing Zip Code: 02180

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Lesbian, Gay, Bisexual, and Transgender Owned Business, Minority-Owned Business, Woman-Owned Business

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 90.5 Percentage Of Control: 90.5

Role: Manager Other Role:

First Name: Denis Last Name: Pinhone Suffix:

DosSantos

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity: Hispanic, Portuguese, Brazilian

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Denis

Last Name: Pinhone Dos Santos

Suffix:

Types of Capital: Monetary/
Equity

Other Type of Capital:

Total Value of the Capital Provided:
\$321093

Percentage of Initial Capital:
100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: DMS Trinity LLC

Entity DBA: Trinity Naturals

Email: denis@trinitynat.com Phone: 617-993-9333

Address 1: 260 Second St

Address 2:

City: Chelsea

State: MA

Zip Code: 02150

Types of Capital: Debt

Other Type of Capital:

Total Value of Capital Provided: \$125000

Percentage of Initial Capital: 25

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Denis

Last Name: Pinhone Dos Santos

Suffix:

Marijuana Establishment Name: Trinity Naturals

Business Type: Marijuana Retailer

Marijuana Establishment City: Chelsea

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 36 Charles Street

Establishment Address 2:

Establishment City: Malden

Establishment Zip Code: 02148

Approximate square footage of the establishment: 13024

How many abutters does this property have?: 83

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category

Document Name

Type

ID

Upload

				Date
Certification of Host Community Agreement	City of Malden - DMS Trinity LLC Host Community Agreement SIGNED.PDF	pdf	636aa602bd58f900087e06d4	11/08/2022
Plan to Remain Compliant with Local Zoning	Malden Cannabis Licensing Application Guidelines.pdf	pdf	636aa72dbd58f900087e0ca6	11/08/2022
Community Outreach Meeting Documentation	Request for Abbutters List.pdf	pdf	686eed19d82325fae4068481	07/09/2025
Community Outreach Meeting Documentation	Invoice - Legal Publication (June 25, 2025 - Community Meeting).pdf	pdf	6877c7fee57fbd5930963b4	07/16/2025
Community Outreach Meeting Documentation	Legal Publication - as published in The Advocate on June 6, 2025.pdf	pdf	6877c809e57fbd5930963c8	07/16/2025
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form 07212025.pdf	pdf	687e45e841aa0138bbff9c0	07/21/2025
Executed HCA	SIGNED HCA.pdf	pdf	687e9c8e41aa0138bbc0cb8b	07/21/2025
Plan to Remain Compliant with Local Zoning	Notice of Decision Paper 77-25 Signed and Stamped.pdf	pdf	6893739b1eca271ddd9a62e5	08/06/2025
Plan to Remain Compliant with Local Zoning	DMS Trinity - Letter of Notice of Decision.pdf	pdf	689373a61eca271ddd9a62f9	08/06/2025
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form 07212025.pdf	pdf	689376c11eca271ddd9a6cd8	08/06/2025
Community Outreach Meeting Documentation	Abbutters List Redacted Names Version.pdf	pdf	68937b5e97444ac6c4b5ec01	08/06/2025

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan Malden 10-15-2024.pdf	pdf	670f02365fdc620008d7e806	10/15/2024
Other	Fenway LOI.PDF	pdf	689375fd1eca271ddd9a690d	08/06/2025
Plan for Positive Impact	Per 935 CMR 500 Areas Served by Fenway Health AIDS Action - signed.pdf	pdf	689b890997444ac6c4bc14b0	08/12/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager Other Role:
 First Name: Denis Last Name: Pinhone DosSantos Suffix:
 RMD Association: RMD Owner
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Copy of Amended and Restated Operating Agreement SIGNED.PDF	pdf	636ab936bd58f900087e4a0c	11/08/2022
Articles of Organization	Copy of Operating Agreement First.pdf	pdf	636ab93abd58f900087e4a20	11/08/2022
Articles of Organization	Copy of Second Amendment to DMS Trinity LLC.pdf	pdf	636ab93dbd58f900087e4a34	11/08/2022
Articles of Organization	Copy of THIRD AMENDMENT TO OPERATING AGREEMENT FINAL - signed 3.17.22.pdf	pdf	636ab94048ddb300087bb6c0	11/08/2022
Articles of Organization	Cert of Org.pdf	pdf	6792f4ae29756ef8763f76d6	01/23/2025
Department of Revenue - Certificate of Good standing	Good Standing DOR.pdf	pdf	686eed35d82325fae40684c9	07/09/2025
Secretary of Commonwealth - Certificate of Good Standing	MA SOS Cert of Good Standing.pdf	pdf	687516cfe57fbdf59306873c	07/14/2025
Department of Unemployment Assistance - Certificate of Good standing	Umemployment Certificate of Compliance 7-14-2025.pdf	pdf	68755808d82325fae409eb6d	07/14/2025
Bylaws	Captialization Table.pdf	pdf	6893938c97444ac6c4b614fe	08/06/2025

No documents uploaded

Massachusetts Business Identification Number: 001379767

Doing-Business-As Name: Trinity Naturals

DBA Registration City: Malden

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Bonacorso Insurance Letter DMS-CCC.pdf	pdf	670f06497eba6a0008148fe5	10/15/2024
Business Plan	Business Plan-revised 2025.pdf	pdf	6792f37a29756ef8763f7452	01/23/2025
Proposed Timeline	Proposed Timeline to be Operational 2025.pdf	pdf	689b73da1eca271ddda05f0c	08/12/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	7a. From Gallo Loitering Language Addendum (2).docx.pdf	pdf	636abcc848ddb300087bc388	11/08/2022
Security plan	7b. DMS Security Service Proposal (Gallo).pdf	pdf	636abcd0bd58f900087e58c5	11/08/2022

Transportation of marijuana	Transportation Plan.docx.pdf	pdf	636abcf1bd58f900087e5936	11/08/2022
Energy Compliance Plan	Energy and Environmental Policy Final.docx.pdf	pdf	636abd16bd58f900087e5991	11/08/2022
Restricting Access to age 21 and older	Restricting Access to Individuals 21 or Older.docx.pdf	pdf	636abd3648ddb300087bc588	11/08/2022
Prevention of diversion	Prevention of Diversion under 21.pdf	pdf	636abd5dbd58f900087e5a50	11/08/2022
Quality control and testing	Quality Control and Testing Procedures.docx.pdf	pdf	636abd7bbd58f900087e5ad9	11/08/2022
Dispensing procedures	Dispensing Procedures.pdf	pdf	636abdc548ddb300087bc74f	11/08/2022
Personnel policies including background checks	Updated 3.25.22 REVISED FINAL Personnel Policies Plan 2022.pdf	pdf	636abde5bd58f900087e5bb4	11/08/2022
Maintaining of financial records	Maintenance of Financial Records 2022.docx.pdf	pdf	636abe0948ddb300087bc78d	11/08/2022
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana and Products.docx.pdf	pdf	636abe6848ddb300087bc84f	11/08/2022
Diversity plan	Diversity Plan Malden 10-15-2024.pdf	pdf	670f08725fdc620008d7ef9c	10/15/2024
Storage of marijuana	Storage Plan.pdf	pdf	670f0f207eba6a00081495a9	10/15/2024
Inventory procedures	Inventory Procedure.pdf	pdf	670f0f2d7eba6a00081495bd	10/15/2024
Qualifications and training	Training.pdf	pdf	670f0f457eba6a00081495eb	10/15/2024
Maintaining of financial records	Maintenance of Financial Records 2025.pdf	pdf	6792f31c3af3d30293a2f433	01/23/2025

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

ADDITIONAL INFORMATION NOTIFICATION

Date generated: 01/06/2026

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Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

**HCA: City of Malden, Massachusetts/ DMS Trinity, LLC
HOST COMMUNITY
AGREEMENT**

This **HOST COMMUNITY AGREEMENT**, “HCA”, dated August 9, 2022, is entered between and among DMS Trinity, LLC a duly organized limited liability company with its principal place of business at 38 Gould Street, Stoneham, MA 02180 "Owner", and the **City of Malden**, Massachusetts, a municipal corporation operating in the Commonwealth of Massachusetts, having its principal place of business at 215 Pleasant Street, Malden, MA 02148, “City” and/or "City of Malden". Owner and the City are together herein referred to as the “Parties”. The Parties enter this HCA by and through their duly authorized representatives and pursuant to MGL c. 94G§3(d) and the applicable provisions of 935.CMR 500, including 935 CMR 500.101(a)(1)(8) and 935 CMR 500.170.

WHEREAS, pursuant to 935 CMR 500.000 et seq., the "Adult Use Regulations", promulgated by the Massachusetts Cannabis Control Commission, the “CCC”, the Owner intends to submit an application to the CCC for a license or licenses to operate a Marijuana Retailer, as defined by MGL c. 94G §1, to be located in Malden, the Adult Use Application; and

WHEREAS, the Adult Use Regulations require that the Owner include in its Adult Use Application a single-page certification signed by the contracting authorities for the municipality and applicant certifying that the applicant and municipality have executed a host community agreement specific to the adult-use Marijuana Establishment, and this HCA constitutes the host community agreement specific to the Owner's proposed adult- use Marijuana Establishment in the City of Malden in accordance with the Adult Use Regulations; and

WHEREAS, upon obtaining all requisite licensing and permitting, Owner wishes to operate as a Marijuana Retailer within the City at the following location: 36 Charles Street, Malden, MA 02148, the “Premises”; and

WHEREAS, the Parties have considered the actual and potential community impact which is expected to be incurred by the City as a result of the Owner’s operation of a retail sales establishment within the City, as further described herein, and Owner desires to mitigate that impact; and

WHEREAS, the Owner desires to support the health and wellbeing of the community through support of City initiatives, programs, and educational endeavors in exchange for the support Owner has received from the City and its residents in Owner’s application to engage in business as a Marijuana Retailer in the City; and

WHEREAS, the Owner desires to engage in best efforts to afford employment opportunities to residents of the City as well as business opportunities to vendors with businesses located in the City in exchange for the support Owner has received from the City and its residents to engage in business in the City; and

WHEREAS, this HCA contains the terms and conditions for the Owner’s operation of the Premises as a Marijuana retail sales establishment within the City and memorialize the terms of Owner’s mitigation obligations, the terms of Owner’s support of City initiatives, programs and educational endeavors intended to improve the health and wellbeing of its residents, and Owner’s efforts regarding employment and other business opportunities Owner wishes to provide to Malden residents and businesses while operating in the City;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Term and Termination

- 1.1 **Term:** The term of this HCA shall commence on signing and shall continue for a period of five years from the date on which the Premises begins business operations and engages in sales transactions, the “Effective Date”, which shall be the date the Owner is deemed in operation upon receipt of a Commence Operations Notice at the Premises from the CCC. Upon the conclusion of the Term, the provisions of Section 1.4 relating to renewal shall be in effect. Notwithstanding the term set forth herein, this HCA shall expire in the event of any of the following:

HCA: City of Malden, Massachusetts/ DMS Trinity, LLC

- a. termination and/or nonrenewal of the Owner's License issued by the CCC;
 - b. revocation and/or nonrenewal of any requisite licensing issued by the City, including, but not limited to: Special Permitting granted by the City's Licensing/Permitting Authorities;
 - c. cessation of business operations at the Premises.
- 1.2 Termination: The Owner shall notify the City:
- a. at least thirty (30) business days in advance of Owner's decision to cease business operations at the Premises.
 - b. no more than one (1) business day following notice that Owner's Massachusetts registration or license is revoked, voided, suspended, nonrenewed, deemed invalid, or Owner is deemed no longer suitable to operate a Retail Sales Establishment by the CCC.
 - c. If this HCA is terminated due to Owner's noncompliance with the terms or conditions set forth herein, including failure to comply with any Massachusetts statutes, codes or regulations, or City ordinances, rules or regulations, Owner shall immediately cease and desist operations at the Premises.
- 1.3 Non-Alleviation: Any event or occurrence resulting in expiration or termination of this HCA shall not alleviate Owner's obligation to comply with Owner's payment obligations under this HCA.
- 1.4 Renewal: The Parties agree to renegotiate in good faith this HCA prior to the end of the Term, on or after payment of the fourth annual CIP due pursuant to Section 2 herein, in which the Parties agree to commence negotiations in good faith on a renewal of this HCA to the extent allowable by law.

2. Community Impact Financial Terms

- 2.1 Impacts to be Mitigated: The Parties have considered the community impact to be incurred by the City, including additional expenses incurred associated with law enforcement obligations, administrative services, public health services, inspectional services, permitting and licensing oversight, traffic and roadway impacts, and studies and analyses relating thereto, and that these are anticipated to have direct and indirect financial impact on the City and City resources. As a result of the anticipated financial impact the City expects to incur, and, in an effort to mitigate these foreseeable impacts, the Owner agrees to make an annual Community Impact Payment, "CIP" to the City. The CIP shall be deposited to the City's general funds to be used and appropriated in the City's sole discretion and in any manner determined by the City in its sole discretion.
- 2.2 CIP Relative to City Costs: Pursuant to MGL c. 94G §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment.", "City Costs". Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual City Costs and agree that three percent (3%) of Gross Receipts is a reasonable approximation of City Costs expected to be incurred. "Gross Receipts" shall be the total receipts collected for all sales transactions, as defined in Section 2.4 below, during each annual anniversary period as set forth in Section 1.1, without deducting sales, excise or other taxes owed.
- 2.3 Commitment to Make CIP: The Owner agrees to pay the City the CIP specified in Section 2 pursuant to MGL c. 94G §3(d), if the Owner obtains final license from the CCC to operate as a Marijuana Retailer as defined in the Adult Use Regulations within Malden, a "Massachusetts Adult Use License". No CIP will be due or payable unless the Owner obtains a Massachusetts Adult Use License.
- 2.4 CIP Amount and Duration: The CIP shall be in the amount of three percent (3%) of the Gross Receipts received by the Owner from all retail sales of Marijuana, Marijuana Accessories and Marijuana Products as defined by MGL c. 94G §1, "Covered Sales", annually, for five (5) consecutive years, "CIP Payment Term", which CIP Payment Term shall begin on the date of the first Covered Sales at the Premises. "Gross Receipts" shall be the aggregate retail purchase price

HCA: City of Malden, Massachusetts/ DMS Trinity, LLC

paid to the Owner by retail customers for Covered Sales, before sales, excise and other taxes and before amounts collected for the CIP.

- 2.5 Annual Reporting of Financials to the Cannabis Licensing and Enforcement Commission: The Owner shall maintain financial records on its Covered Sales made during the CIP Payment Term and shall make annual financial statements available for review by the City of Malden Cannabis Licensing and Enforcement Commission “CLEC”. The Owner shall provide a report of Covered Sales at least annually to the CLEC and shall provide additional financial statements and reports relative to Covered Sales as and when requested by the CLEC.
- 2.6 Schedule of Payments: The CIP is due to the City within ninety (90) days of the close of each of annual CIP Payment Term.
- 2.7 Documentation: The Owner shall maintain financial records on its Covered Sales made during the CIP Payment Term, and, upon written request, the Owner shall make such documentation of Covered Sales available for review by the City on a confidential basis at the end of each fiscal quarter.
- 2.8 Excise Taxes: The Parties acknowledge that the City has adopted the provisions of MGL c. 64N §3, and that a local sales tax upon the sale or transfer of marijuana or marijuana products by a marijuana retailer operating within the City is enacted. Accordingly, the Owner as required by applicable law, shall remit to the Massachusetts Department of Revenue the excise tax rate determined by the Commonwealth of Massachusetts for the sale of adult-use marijuana and adult-use marijuana-infused products, currently at 3.0% of gross annual sales. Owner hereby acknowledges Owner’s obligations under this HCA shall in no way alter, affect or impact Owner’s obligations to pay local Marijuana sales tax for all sales in Malden in accordance with MGL c. 64N §3 as adopted by the City.
- 2.9 No Contest of Local Taxes: At all times during the CIP Payment Term, the real and personal property and automobiles located in Malden, owned or operated by the Owner, shall be treated as taxable by the City in accordance with the City’s applicable real and personal property and automobile tax laws and regulations. All applicable real estate, personal and excise taxes due to the City for that property shall be paid either directly by the Owner or by its landlord for such locations within Malden. The Owner may not object or otherwise challenge the taxability of such real or personal property and automobiles in accordance with this Section. Nothing in this paragraph shall prohibit the owner of the property from seeking an abatement due to a claim of an excess valuation.
- 2.10 Other Payments: The Owner hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the City’s permit application fees, sewer and water connection fees, and all other local fees and charges generally applicable to other commercial developments in the City.

3. Community Improvement Initiatives

- 3.1 Drug Education and Substance Abuse Prevention: The Owner agrees to work collaboratively with the City of Malden and its three (3) school districts and Youth Organizations to provide a reasonable number of educational programs on public health and drug abuse prevention geared toward public health and public safety personnel. Owner and employees shall not be required to associate with individuals under the age of twenty-one.
- 3.2 Restaurant Marijuana-Impairment Training: The Owner agrees to work collaboratively with the City of Malden and its restaurant businesses to implement training to help bartenders and servers to recognize marijuana impairment and the dangers of mixing alcohol and marijuana.

4. Security, Reporting and Emergency Contact

- 4.1 Security: To the extent requested by the City’s Police Department, and subject to the security and

HCA: City of Malden, Massachusetts/ DMS Trinity, LLC

architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Owner shall work with City's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations. Security plans, including the use of electronic means of verifying customer age, are to be reviewed by Police Chief.

- 4.2 Cooperation with the Malden Police Department: The Owner agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures to ensure that the marijuana and marijuana products sold in the Facility are not being transferred to the illegal market or to minors in accordance with 935 CMR 500.110.
- 4.3 Comprehensive Diversion Prevention Plan: The Owner shall implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the commencement of operations at the Facility. The Owner shall present the diversion plan as prepared pursuant to 935 CMR 500.110 to the Police Department for its review and work collaboratively to implement any suggested changes, amendments or modifications to address local concerns.
- 4.4 Review of Security Plan: The Owner shall maintain security at the Marijuana Retail Establishment at least in accordance with 935 CMR 500.110(5), which was described in the security plan submitted by the Owner to the CLEC for review. Review of such security plan by the Malden Police Chief is a requirement for the opening of the Marijuana Retail Establishment. In addition, the Owner shall at all times comply with all local applicable laws and regulations regarding the operations of the Marijuana Retail Establishment. Such compliance shall include, but will not be limited to, conditions imposed by the City or CLEC within the requirements of 935 CMR 500.
- 4.5 Reporting: The Owner will report any and all incidents to local law enforcement authorities as required pursuant to 935 CMR 500.000 and permit local law enforcement authorities and the City of Malden Cannabis Licensing and Enforcement Commission access to the Marijuana Retail Establishment as required pursuant to 935 CMR 500.000.
- 4.6 Emergency Contact: The Owner shall provide to the City the name, phone number and address for a person responsible for operations who may be contacted after hours; said contact person shall have been registered successfully by the Commission pursuant to 935 CMR 500.030. Said contact information shall be updated as necessary.

5. Marijuana Retail Operations

- 5.1 Local Hiring Preference: To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Owner shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the City as employees of the establishment with a goal of at least 50% set aside for Malden residents, and an emphasis on hiring minority applicants. Malden residency will be one of several positive factors in hiring decisions at the facility but shall not be determinative and shall not prevent the Owner from hiring the most qualified candidates and complying with all Massachusetts anti-discrimination and employment laws. The City agrees to work and assist the Owner with community support, public outreach and employee outreach programs.
- 5.2 Owner Vehicle Registration: All Owner vehicles assigned to this specific retail establishment, owned or operated by the Owner, shall be registered in Malden.
- 5.3 Commitment to use of Local Vendors: The Owner agrees that vendor opportunities created at the facility will be made available to Malden businesses. Being a Malden-based business will be one of

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several positive factors in vendor-selection decisions at the facility but shall not be determinative and shall not prevent the Owner from hiring the most qualified vendors.

- 5.4 Traffic Management Plan: The Owner agrees to operate for the first 60 days on an appointment only basis, such time may be reduced or extended by the Malden Cannabis Licensing and Enforcement Commission (CLEC). The CLEC may require at its discretion to continue appointment-only and/or police details for a period not to exceed 60 days after the above- referenced 60-day period has ended. This section shall not apply if the Owner is located on a state highway or road, as defined by 700 CMR 9.00.
- 5.5 Quiet Enjoyment Impact: The Owner agrees to provide a plan to address the impact of noxious odors emanating from the Premises, with elements sufficient to address complaints which may arise, to the Malden Board of Health for review and approval. Owner agrees to cooperate with the Malden Board of Health with regard to any Odor Elimination Plan set in place.

6. City Obligation

- 6.1 The City agrees to provide to the Owner or directly to the CCC or other applicable governmental authority, if so requested, any documentation and information requested by the CCC or DPH as the case may be, in connection with the Owner's Adult Use Application and any licenses requested or issued. Upon execution of this HCA, the City agrees to provide a Certification for submission to the Massachusetts Cannabis Control Commission per the requisite form contained in Exhibit A.

7. Termination/Cessation of Operating Terms of Host Community Agreement Outlined

- 7.1 If under applicable Massachusetts law any term of this HCA is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such illegality, invalidity or unenforceability; all other terms of this HCA will remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term will be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term. If application of the preceding sentence should materially and adversely affect the economic substance of the transactions contemplated by this HCA, the Parties shall negotiate in good faith amendments to this HCA so as to result in neutral economic impact to either Party.

8. Nonpayment of Taxes

- 8.1 Community Impact Payments “CIP” are expressly included as "other municipal charges" pursuant to MGL c. 40 §57. The City may deny, revoke or suspend any license or permit, including renewals and transfers, of the Owner or agent thereof if the Owner's name appears on a list furnished to the licensing authority from the Treasurer of individuals delinquent on their taxes and/or water bills.

9. Amendments

- 9.1 Amendments to this HCA may be made only by written agreement of the Parties and shall take effect when such written amendment is fully executed by the Parties.

10. Waiver

- 10.1 Waiver of any provision of this HCA may only be given by the Party that is the intended beneficiary of this HCA and shall be acknowledged in writing by the Party.

11. Successors/Assigns

- 11.1 The Owner shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this HCA, in whole or in part, without the granting of a new special permit from the City.

12. Authority to Sign

- 12.1 The signatories hereto are the duly authorized representatives of the Parties with authority to bind

HCA: City of Malden, Massachusetts/ DMS Trinity, LLC
their respective Parties to the terms and conditions herein.

13. Enforceability of Terms and Conditions

13.1 Only the Parties hereto have the right to enforce the provisions of this HCA.

14. Headings

14.1 The headings in this HCA are for reference only and shall not affect the interpretation of this HCA.

15. Governing Law and Exclusive Venue and Jurisdiction

15.1 This HCA shall be governed by, interpreted, construed and enforced in accordance with the laws and regulations of the Commonwealth of Massachusetts and all applicable local ordinances and regulations. The Parties shall submit any dispute hereunder in and to the jurisdiction of the Commonwealth of Massachusetts Middlesex Superior Court for the adjudication of dispute arising out of this HCA. The Parties acknowledge and expressly waive the right to assert claims in any other state of Massachusetts forum or venue and acknowledge and expressly agree that any dispute shall be submitted to the jurisdiction of the Commonwealth of Massachusetts Middlesex Superior Court.

16. Execution and Counterparts

16.1 The Parties have executed and delivered this HCA as of the below Execution Date. The contents of this agreement shall be several, separate and distinct from any other agreement between the Parties.

17. Illegality/Non-enforceable

17.1 In the event any term, condition or provision of this HCA is deemed unlawful or unenforceable by the Court, said determination shall not affect the remainder of terms and conditions herein, which shall remain in full force and effect.

18. No Third-Party Rights

18.1 This HCA is not intended to nor shall it create or be construed to create any rights in third parties.

19. Notices

19.1 All notices shall be in writing and shall be deemed duly given if mailed by certified or registered mail, charges prepaid, or delivered by courier, with delivery charges prepaid, or delivered by USPS express mail, postage prepaid, and addressed as follows, and will be deemed delivered upon actual receipt of certified or registered mail or USPS express delivery or courier delivery, on the date of delivery provided delivery occurs during a normal business day, and if not, shall be deemed duly delivered on the first business day after such receipt.

City: **ATTN: Office of the Mayor**
City of Malden
215 Pleasant Street
Malden, MA 02148

With copy to:
ATTN: Office of the City Solicitor
City of Malden
215 Pleasant Street, Suite 420
Malden, MA 02148

HCA: City of Malden, Massachusetts/ DMS Trinity, LLC

Owner: DMS Trinity, LLC
38 Gould Street
Stoneham, MA 02180

With copy to:
ATTN: Roberto L. Di Marco, Esq.
Foster, Walker & Di Marco, P.C.
350 Main Street, 3rd Fl
Malden, MA 02148

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth below.

CITY OF MALDEN



NAME:

Gary Christenson

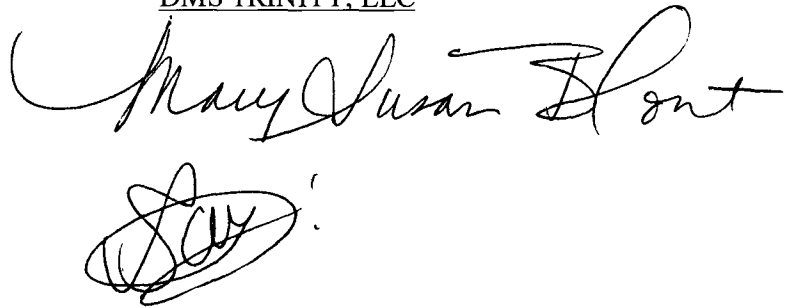
TITLE:

Mayor

DATE:

08/09/2022

DMS TRINITY, LLC



NAME:

Mary Susan Blout
Dennis Penhorne de Santos

TITLE:

Manager / owner
manager / owner

DATE:

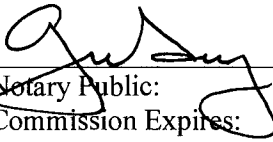
8/9/22
8/9/22

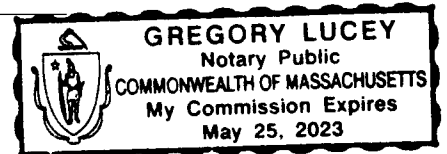
HCA: City of Malden, Massachusetts/ DMS Trinity, LLC

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 9th day of August, 2022, before me, the undersigned notary public, personally appeared the above named Mary Susan Blout, Manager of DMS Trinity, LLC, proved to me through satisfactory evidence of identification which was: Mass License to be the person whose name is signed on this document, and acknowledged to me that such individual signed this document willingly and voluntarily for its stated purpose and as his/her free act and deed in his/her capacity on behalf of DMS Trinity, LLC, Owner.

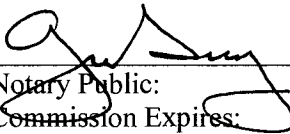

Notary Public:
Commission Expires:

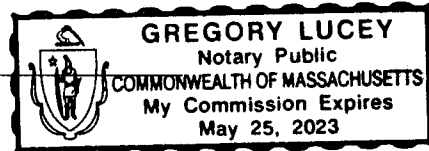


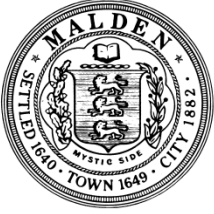
COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 9th day of August, 2022, before me, the undersigned notary public, personally appeared the above named Gary Christenson, in his capacity as Mayor of the City of Malden, proved to me through satisfactory evidence of identification which was that he is personally known to me to be the person whose name is signed on this document, and acknowledged to me that he signed this document willingly and voluntarily for its stated purpose and as his free act and deed in his capacity on behalf of the City.


Notary Public:
Commission Expires:





City of Malden

Massachusetts

Commissioners

Jenelle DeVits, Chair
Ronald B. Hogan
Diana Jeong
Nelson Miller
Kevin Molis

**Cannabis Licensing and Enforcement
Commission**
215 Pleasant Street
Malden, Massachusetts 02148
www.cityofmalden.org/cannabis

Phone 781-397-7000
Email: Cannabis@cityofmalden.org

APPLICATION GUIDELINES FOR LICENSING MARIJUANA ESTABLISHMENTS IN THE CITY OF MALDEN

PURPOSE AND INTENT

The following guidelines set forth the local licensing process applicable to any Marijuana Establishment intending to operate within the City of Malden. This licensing process is established to regulate sales, cultivation, testing, manufacture, research, and transportation of Marijuana within the City of Malden, in accordance with the provisions of MGL c. 94G and the provisions of 935 CMR 500, and specifically those provisions conferring authorizations, approvals and enforcement upon the local licensing authority for the City of Malden as outlined in Section 6.08.07 of Malden City Ordinances.

CANNABIS LICENSING AND ENFORCEMENT COMMISSION

Applications will be reviewed by the City of Malden Cannabis Licensing and Enforcement Commission (CLEC) which is comprised of the following (1) Police Chief (2) Building Commissioner (3) City Staff member with finance background as appointed by the Mayor (4) Community member as appointed by City Council (5) Community Member as appointed by the Mayor. The rules and regulations of the CLEC can be found in the City of Malden Ordinances Section 6.08.07.

BASIS FOR REVIEW

The basis for the Cannabis Licensing and Enforcement Commission review is a desire to ensure only the highest quality operators operate in Malden, with locations that minimally impact surrounding neighbors or the community at large. An operator lacking sufficient experience or capitalization, or other factors could result in a negative impact to the community. The Commission will consider the following factors in determining those applications that are most desirable:

1. The experience of the proposed applicant in the Marijuana industry or a similar industry
2. The support of the Ward Councilor in the location of the proposed establishment
3. The overall financial strength of the applicant and the overall strength of the business plan
4. The proposed location being located within an area zoned for such use and being geographically diverse from other established, permitted or proposed establishments
5. Managers, directors, officers, investors and others related to the establishment are free of any disqualifying criminal convictions

MARIJUANA ESTABLISHMENT LICENSES TO BE ISSUED

The following licenses are available to be issued: Independent Testing Laboratory, Marijuana Cultivator, Marijuana Product Manufacturer, Marijuana Research Facility, and Marijuana Retailer. The type and limit of licenses issued is governed by the City of Malden Ordinances Section 6.08.07(c).

APPLICATION MATERIALS

The application to the CLEC shall consist of the following:

The three packets outlined in 935 CMR Section 500.101.

1. *Application of Intent Packet*
2. *Background Packet*
3. *Management Operations Profile Packet*

Our application process consists of submittal of the Commonwealth of Massachusetts Cannabis Control Commission application in 'draft' form. You will do so by going to the CCC portal at www.masscipportal.com, registering, and completing the three applicant packets as outlined below. You should NOT submit the application to the CCC, nor should you pay the CCC fee. You will stop one step short of that.

You will print each individual 'packet' (Application of Intent, Background Check Packet and Management and Operations Profile Packet) one step before the 'submit' stage for each. You will do so using the web browser print function. Those documents you uploaded to the CCC site will need to be provided in hardcopy along with the printed packet they are associated with; together these will be a completed application to the Malden CLEC.

Please note that the following documents are optional as part of the application to the Malden CLEC and may be omitted. If the applicant is successful at the local level, they will of course have to provide the documents as part of a completed Commonwealth of Massachusetts Cannabis Control Commission application.

- Documentation of Bond/Documentation of Escrow Account (application of intent packet)

Also note that the following documents will not be available until the applicant has received local approval and therefore do not need to be submitted with the local application. If successful at the local level, they will need to be provided as part of a completed Commonwealth of Massachusetts Cannabis Control Commission application.

- Certification of Host Community Agreement
- Community Outreach Meeting Documentation

For those documents listed above, in order to continue proceeding with the CCC online application, you will need to upload a blank document.

Additional Specific Requirements for Marijuana Retailer are found in Section 500.101 (1)(d) 1
Additional Specific Requirements for Marijuana Cultivator are found in Section 500.101 (1)(d) 2
Additional Specific Requirements for Marijuana Product Manufacturer are found in Section 500.101 (1)(d) 3

SUBMITTING APPLICATIONS

Five (5) copies of the application materials shall be submitted to the CLEC through the Mayor's Office, Attention Kathleen Manning Hall, along with the \$200.00 application fee. Additionally, please provide an electronic version of your application with any personal identifying information redacted. The CLEC will be posting this redacted application to the City's website, as the public information and public record of your application and for public access. Please review with your legal counsel the personal identifying information which should be redacted. For example, redacted information could include Bank Account numbers, SSN/EIN, personal phone numbers and address, and CORI information. One redacted electronic version MUST be submitted as part of your completed packet. The Mayor's office is located at 215 Pleasant Street, 4th floor. **Incomplete applications will not be accepted and/or reviewed by the CLEC.**

PROCESS

The licensing process will follow these general steps:

1. Application is submitted to the CLEC.
2. The CLEC reviews the application and votes to allow applicant to proceed.
3. The applicant organizes a host community meeting.
4. Upon completion of the community meeting a **Community Outreach Meeting Attestation Form** is completed and a Special Permit is applied for.
5. After being granted a Special Permit, a Host Community Agreement is negotiated.
6. Once the Host Community Agreement is completed the **Host Community Agreement Certification Form** is completed.
7. The applicant now has a complete package for submission to the Massachusetts Cannabis Control Commission.
8. Upon receipt of the provisional license from the CCC, the CLEC shall conduct a meeting to review the application in its entirety in anticipation of issuing the local license.
9. The CCC will issue the Final license post inspection. The applicant is now able to conduct business.

Tim Halpin

From: Joanne Settemio <jsettemio@CITYOFMALDEN.ORG>
Sent: Monday, April 28, 2025 10:37 AM
To: Tim Halpin
Subject: Emailing: 20250428093531
Attachments: 20250428093531.pdf

Here is the abutters list with signed Cover Sheet for the property at 36 Charles street in Malden, that you had requested.

Thank you,

Joanne Settemio

Malden City Hall
Mon, Wed and Thurs 8-5pm
Tuesday 8-7PM
closed on Fridays

Your message is ready to be sent with the following file or link attachments:

20250428093531

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

INVOICE

The Advocate Newspapers, Inc.
PO Box 490407
Everett, MA 02149-0006

info@advocateneews.net
+1 (617) 387-2200
www.advocateneews.net

Walker & DiMarco Attorneys At Law

Bill to
Foster, Walker & DiMarco ,P.C.
350 Main St
Malden, MA 02148

Ship to
Walker & DiMarco Attorneys At Law
Foster, Walker & DiMarco Attorneys At Law
350 Main St
Malden, MA 02148

Shipping info

Ship date: 06/06/2025

Invoice details

Invoice no.: 43021
Terms: Net 10
Invoice date: 06/06/2025
Due date: 06/16/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Legal Notices (R.O.P)	2 Full Pages Ad.; Malden Legal Published: June 6, 2025 Re: June 25, 2025 Community Host Meeting Announcement	2	\$950.00	\$1,900.00

Total **\$1,900.00**

Payment -\$1,900.00

Balance due **\$0.00**

Paid in Full

- LEGAL NOTICE -

Notice is hereby given that a

COMMUNITY OUTREACH MEETING

for a proposed Marijuana Establishment in accordance with M.G.L. c. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.* is scheduled for:

June 25, 2025, 6:00pm

**LOCATION: Foster Walker and DiMarco PC, 350 Main Street
Third Floor, Malden MA 02148**

Join the TEAMS Meeting

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTVjY2YwZTIhZjk1My00ZjFmLTg4YTQzMzMyNDQxNmQ4MDZh%40thread.v2/0?context=%7b%22Tid%22%3a%22b7125284-23a8-467a-a219-05bc0771f6d2%22%2c%22Oid%22%3a%22984ffb17-bde4-442c-8192-1bf23c5297c9%22%7d

Meeting ID: 216 238 918 385 5

Passcode: yU3UV26N

The location for the proposed Marijuana Retailer is
36 Charles St., Malden, MA 02148.

Topics to be discussed at the meeting will include, but not be limited to:

1. The type of Marijuana Establishment to be located at the proposed address.
2. Plans for maintaining a secure facility
3. Plans to prevent diversion to minors.
4. Plans to positively impact the community.
5. Plans to ensure the establishment will not constitute a nuisance to the community.

There will be an opportunity for the public to ask questions.

Please contact Attorney Roberto Di Marco with any inquiries at (781)322.3700 or rdimarco@fwd-law.com, or Peg Crowe (781) 248.4386

Thank you, DMS Trinity, LLC

Esta noticia es para informarles que habra una

REUNION DE LA COMUNIDAD

en donde se les informara de la propuesta para establecer un negocio de Marijuana Establishment de acuerdo con M.G.L. c. 94G y la normativa de Massachusetts Cannabis Control de la Commission de 935 CMR 500.000

et seq. La reunion esta programada para:

el 25 Junho 2025, 6:00pm

Loclizacion: Foster Walker and DiMarco PC, 350 Main Street Third Floor, Malden MA 02148

participar de la reunión, en TEAMS

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTVjY2YwZTIhZjk1My00ZjFmLTg4YTQzMzMyNDQxNmQ4MDZh%40thread.v2/0?context=%7b%22Tid%22%3a%22b7125284-23a8-467a-a219-05bc0771f6d2%22%2c%22Oid%22%3a%22984ffb17-bde4-442c-8192-1bf23c5297c9%22%7d

Meeting ID: 216 238 918 385 5

Passcode: yU3UV26N

La direccion propuesta para vender Marijuana sera en la
36 Charles St., Malden, MA 02148.

Los temas que serán discutidos en la reunión incluirán, entre otros:

1. Detalles del tipo de establecimiento de marihuana que se ubicará en la dirección propuesta.
2. Plan de acción para mantener la seguridad en la facilidad.
3. Plans de acción para prevenir la distribución a menores de edad.
4. Iniciatives y Plan para poder crear un impacto positivo en la comunidad.
5. Planes para garantizar que el establecimiento no constituya una molestia para la comunidad.

Durante la reunion el public tendra la oportunidad de hacer preguntas.

Por favor llamar a Lie. Roberty Di Marco, con cualquiera pregunta (781)322.3700, rdimarco@fwd-law.com, o Peg Crowe (781) 248.4386

Gracias, DMS Trinity, LLC.

- LEGAL NOTICE -

Esta notícia é para informá-los que haverá uma

REUNIÃO DA COMUNIDADE

para uma proposta de um estabelecimento de Marijuana de acordo com M.G.L. c. 94G e os regulamentos da Comissão de controle de Cannabis de Massachusetts 935 CMR 500.000

et seq. A reunião está agendada para dia:

25 de Junho de 2025 as 6:00pm

**Localização: Foster Walker and DiMarco PC,
350 Main Street Third Floor, Malden MA 02148**

Participar da reunião pelo TEAMS

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTVjY2YwZTIjZjk1My00ZjFmLTg4YTQtMzMyNDQxNmQ4MDZh%40thread.v2/0?context=%7b%22Tid%22%3a%22b7125284-23a8-467a-a219-05bc0771f6d2%22%2c%22Oid%22%3a%22984ffb17-bde4-442c-8192-1bf23c5297c9%22%7d

Meeting ID: 216 238 918 385 5

Passcode: yU3UV26N

O endereço proposto para a localização é

36 Charles St, Malden, MA 02148

Pontos a serem discutidos na reunião

1. O tipo de estabelecimento de Marijuana no endereço proposto.
2. O plano para manter um estabelecimento seguro.
3. Planos para prevenção de venda para menores de idade.
4. Planos de impacto positivo para a comunidade.
5. Planos para afirmar que o estabelecimento não causará nenhum problema para a comunidade.

Durante a reunião haverá oportunidade para o público tirarem dúvidas

Por favor liguem para Doutor Robert Di Marco com qualquer dúvidas (781)322-3700

ou rdimarco@fwd-law.com, ou Peg Crowe (781) 248.4386

Obrigado, DMS Trinity, LLC.

通知係在此界定嘅

社區外聯會議

根據M.G.L.c.94G同馬薩諸塞州大麻管制委員會嘅法規, 935 CMR 500.000等緊單位建議建立大麻機構。
計劃

2025年6月25日下午6點

地點: **Foster Walker and DiMarco PC, 350 Main Street
Third Floor, Malden MA 02148**

縮放鏈接:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTVjY2YwZTIjZjk1My00ZjFmLTg4YTQtMzMyNDQxNmQ4MDZh%40thread.v2/0?context=%7b%22Tid%22%3a%22b7125284-23a8-467a-a219-05bc0771f6d2%22%2c%22Oid%22%3a%22984ffb17-bde4-442c-8192-1bf23c5297c9%22%7d

Meeting ID: 216 238 918 385 5

Passcode: yU3UV26N

擬議嘅大麻零售商嘅位置係

36查尔斯街, 马尔登, MA 02148。

會議將討論嘅主題將包括但不限於:

1. 擬議地址設置緊嘅大麻機構類型。
2. 維護安全設施嘅計劃
3. 防止轉用未成人嘅計劃。
4. 對社區產生積極影響嘅計劃。
5. 確保建立唔會對社區構成威脅嘅計劃。

公眾將有機會提出問題。

請聯繫律師罗伯托·迪·马可 (781) 322.3700或 rdimarco@fwd-law.com, 或佩格·克劳 (781) 248.4386

三位一體, 有限責任公司



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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



Name of applicant:

DMS Trinity LLC

Name of applicant's authorized representative:

Denis Pinhone Dos Santos

Signature of applicant's authorized representative:



A handwritten signature in blue ink is written over the signature line. The signature is stylized and appears to be 'D. Pinhone Dos Santos'.





CITY of MALDEN CITY COUNCIL
NOTICE of DECISION

RECEIVED
2025 FEB 25 PM04:41
CITY CLERK'S OFFICE
MALDEN, MASS.

CASE NUMBER 77-25

LOCATION of SUBJECT PROPERTY 36 Charles Street Malden, MA

NAME of PETITIONER DMS Trinity, LLC

NAME of OWNER Charles Street Realty Trust 2020

DATE of PUBLIC HEARING February 11, 2025

DATE of DECISION February 11, 2025

DATE of FILING DECISION with CITY CLERK February 25, 2025

DATE of NOTIFICATION to BUILDING INSPECTOR February 25, 2025

FINAL DATE for FILING APPEAL of DECISION with SUPERIOR COURT March 17, 2025

[Any appeal must be made pursuant to M.G.L. c. 40A, §17 and filed within 20 days after date this Notice is filed with City Clerk.]

PROCEDURAL HISTORY (Case 77-25):

1. The subject property is known as and numbered 36 Charles Street, Malden MA and known by City Assessor's parcel 062 239 910.
2. The property owner is Charles Street Realty Trust 2020, Roseanne J. Spinney TRS, 40 Spruce Road, North Reading MA 01867.
3. Petitioner is the proposed tenant, DMS Trinity, LLC doing business as Trinity Naturals, 38 Gould Street, Stoneham MA 02180.
4. At the hearing, petitioner was represented by Attorney Roberto DeMarco from Foster, Walker & DeMarco, 350 Main Street, Malden MA 02148; Petitioner Denis Pinhone Dos Santos, 144 Marble Street, Stoneham MA 02180, and Timothy Halpin, 39 Off Cemetery Road, Provincetown MA 02657.
5. The petition filed in Permit Application CMID-040598-2021 seeks to amend the Special Permit granted in Case 202-22, extended in Case 233-23, under Title 12.12.190 of the Code of the City of Malden (MCC), which allows Marijuana Establishment use of property in the Industrial II zoning district, specifically, a Marijuana Retailer, and the proposal is to expand and change the approved floor plan.
6. A Special Permit for the project was granted in Case 202-22 on April 26, 2022, subject to 20 conditions.
7. The Special Permit granted in Case 202-22 authorizes marijuana retailer use of only 4,006 square feet (SF) of the first floor, as per plans, and specifically: 1,794 square feet for retail space, 1,446 square feet for delivery area and indoor trash storage, and the remainder for accessory offices and common areas.
8. On June 6, 2023, in Case 233-23 the City Council granted a 12-month extension of the special permit in Case 202-22, subject to 20 conditions.
9. The public hearing complied with the statutory notice requirements of Massachusetts General Laws, Chapter 40A, §11 and Title 12.32.020K of the MCC.
10. The following plans and information were submitted in support of the petition:
 - a. Set of plans, "Paul Ferazzi (New Dispensary) 36 Charles Street, Malden, MA 02148, Revised Plans 7/17/20424," dated October 24, 2024, stamped by Marcos A. Devers, P.E., labeled "Drawings Provided by: Rod Rivera, C/S & Designers (781 389-2901)," Rod's Home Improvement and Design, that include Architectural Site Plan (Sheet A-3), Elevations (Sheet A-4), Existing As Built Plans and Calculation (Sheet A-5), Evacuation Plan (Sheet A-6);
 - b. Email dated December 10, 2024 from Roberto DiMarco, petitioner's attorney, to City of Malden (Romero, Miller) with information regarding floor plan changes, increased vault size, number of employees, additional parking.

FINDINGS of FACT (Case 77-25):

The Malden City Council finds the following facts:

1. All facts found in the Special Permit granted in Case 202-22 and Case 233-23, except as modified herein.
2. The petition seeks to amend the special permit granted in Case #233-23 and specifically, to revise the approved floor plan to increase the size of the premises by approximately 1,627 square feet on the first floor of the building by:
 - a. expansion into 2,393 square foot area (eastern portion of the building);

- b. elimination of approximately 766 square foot area (northwestern corner of building)
3. The special permits granted in Cases #202-22 and #233-23 are subject to the condition that all development shall be as per plans (Condition 7).
4. On May 8, 2024, the City issued a building permit for the approved project.
5. Petitioner began to build-out the property using a floor plan layout that expands and differs from the approved plan.
6. As reason for the requested amendment, petitioner states that an error was made by the petitioners' contractor, which now requires correction.
7. According to petitioner, the state Cannabis Control Commission recommends a larger vault size and the amended proposal will provide more secure space for product measurements and quality check.
8. The petition does not affect the proposal's compliance with use regulations.
9. The petition does not change existing violations of dimensional controls.
10. The proposed expansion requested in the petition, approximately 1,627 square feet, requires seven parking spaces, and the proposal exacerbates the existing parking violation from a 50% deficiency, or eight spaces, to a 65% deficiency, or fifteen spaces.
11. The Ward One City Councilor is in favor of the amendment of the Special Permit.
12. The Planning Board recommends to the City Council approval of the petition to amend the special permit granted in Case #233-23, only provided subject to the twenty (20) conditions as outlined in the Planning Board Report and Recommendation dated December 11, 2024.
13. There were two letters of public comment received:
 - a. One business abutter expressed concern regarding the increased parking shortfall created by the amended proposal;
 - b. And one residential member of the public is in favor of tabling the decision and in opposition to the amended proposal until more information is provided.
14. A representative member of the Malden Cannabis Licensing and Enforcement Commission provided information regarding licensing as it relates to ownership interests.
15. On August 9, 2022, the City and petitioner executed a Host Community Agreement.
16. Petitioner intends to continue its ongoing work with the City to connect the Spot Pond Greenway Project to the Northern Strand Community Trail/Bike to the Sea Path.
17. As modified by the proposed conditions of the Special Permit, the amendment of the Special Permit is not more detrimental to the neighborhood.
18. As modified by the proposed conditions of the Special Permit, the increased parking violations will not be more detrimental to the neighborhood.
19. The amended proposal is not in conflict with surrounding land uses.
20. As modified by the proposed conditions of the Special Permit, the traffic and traffic patterns generated by the amended proposal will not adversely impact any of the surrounding streets or create a traffic or safety hazard.
21. As modified by the proposed conditions of the Special Permit, the amended proposal will not generate any noise, odor, fumes, vibration, heat or other conditions that may be noxious or cause a nuisance to the community, a danger to public health, or impair public comfort and convenience.
22. As modified by the proposed conditions of the Special Permit, the amended proposal is not detrimental to the health, safety or welfare of the neighborhood or the city.
23. As modified by the proposed conditions of the Special Permit, the amended proposal is in the interest of the common good.
24. Petitioner consents to all proposed conditions of the Special Permit.

DECISION (Case 77-25):

On February 11, 2025, pursuant to the foregoing Findings of Fact, the Malden City Council amended the Special Permit granted in Cases 202-22, extended by Case 233-23, and granted a new Special Permit subject to the following twenty (20) conditions:

1. Peer review petitioner's Response to Traffic Peer Review Comments dated February 25, 2022 and implement any recommended mitigation.
2. This special permit authorizes marijuana retailer use of only 5,524 SF of the first floor, as per plans, and specifically: 1,676 SF for retail space, 1,455 SF for loading, delivery area and indoor trash storage, and the remainder, approximately 2,393 SF, for vault, accessory offices and common areas. All other areas of the building shall remain vacant and shall be used for no purpose whatsoever, including storage by the marijuana retailer, and any use or occupancy shall require an amendment to this special permit.
3. The loading and delivery area may be used for parking during retail hours.

4. Install bicycle parking onsite for four bicycles, accessible to customers and employees.
5. Repair or replace sidewalks, driveways and perform necessary incidental work, adjacent to the property, to the satisfaction of DPW Director.
6. Implement Transportation Demand Measures regarding rideshare and parking attendant.
7. All development shall be as per plans, including landscaping of the northwest portion of the lot, except as modified by these conditions.
8. The special permit is non-transferable and non-assignable.
9. Design and implement a Security Plan approved by the Malden Police Chief and Malden Cannabis Licensing and Enforcement Commission.
10. Consumption of Marijuana and/or Marijuana Products is prohibited at or within 500 feet.
11. Smoking or burning of Marijuana and/or Marijuana Products is prohibited on the premises.
12. Marijuana in any form, including plants, and Marijuana Products shall not be visible from outside of the building.
13. Any outside storage of any kind is prohibited.
14. Any outside display of any kind is prohibited.
15. Incorporate odor control technology and provisions and ensure that emissions do not violate M.G.L. c.111 § 31C, including but not limited to those specified for odors.
16. Prior to issuance of any final occupancy permit, submit copies of the following licenses and approvals: a) A valid license issued by the Massachusetts Cannabis Control Commission, as defined herein this Ordinance; b) A fully executed Community Host Agreement with the City of Malden, as defined herein this Ordinance; c) Any required license and/or approvals issued by the Malden Cannabis Licensing and Enforcement Commission; and d) Any required license and/or approvals issued by the Malden Board of Health.
17. Mitigation based on preliminary peer review and after the six-month traffic study is conducted.
18. The Petitioner shall work with the City and the abutting property owners to connect the Spot Pond Greenway Project to the bike path.
19. Provide twelve (12) off-site parking spaces.
20. The hours of retail operation shall be 9:00 A.M. to 9:00 P.M.

RECORD of VOTES (Case 77-25):

A motion was made by Councillor Crowe, seconded by Councillor Simonelli, that the Petition for an amendment to the Special Permit granted in Case 202-22, extended by Case 233-23 be granted, with the inclusion of the twenty (20) Planning Board recommendations.

Ten were in favor, none opposed, and the motion passed.

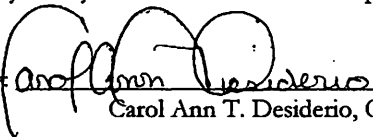
The motion carried by the following vote:

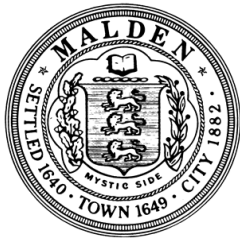
Yea: Colón-Hayes, Condon, Crowe, Linehan, McDonald, O'Malley, Simonelli, Spadafora, Taylor, Winslow

Nay: None

Absent: Sica

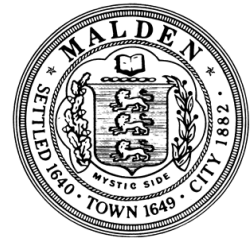
I, Carol Ann T. Desiderio, City Clerk for the City of Malden, hereby certify that the above is a true copy of the decision of the Malden City Council.

By: 
 Carol Ann T. Desiderio, City Clerk



City of Malden

Massachusetts



Carol Ann T. Desiderio, City Clerk
cdesiderio@cityofmalden.org

City Clerk's Office
215 Pleasant Streets, Room 220
Malden, Massachusetts 02148

Phone 781-397-7116
cityofmalden.org

Attorney Roberto L. DiMarco
350 Main Street 3rd Floor
Malden, MA 02148

February 25, 2025

Re: 36 Charles Street, Malden, MA (City Assessor's PID# 062-239-910)
Special Permit/Permit Application # CMID-040598-2021
Amendment of special permit

Dear Attorney DiMarco:

On February 11, 2025, the Malden City Council voted to amend the above-referenced special permit with conditions. Enclosed is a copy of the Council's decision. The conditions of the special permit are contained in the decision and compliance with these conditions is required. The decision was filed in the office of the Malden City Clerk on February 25, 2025.

Any appeal from this decision must be made pursuant to M.G.L. c. 40A, §17 and must be filed within twenty (20) days after the date of filing of the decision with the Malden City Clerk. Accordingly, March 17, 2025 is the final date for filing any such appeal from this decision.

In accordance with M.G.L. c. 40A, §11, the special permit shall not take effect until a copy of the decision, bearing the certification of the Malden City Clerk that twenty (20) days have elapsed after the decision has been filed with the City Clerk and no appeal has been filed or that if such appeal has been filed, that it has been dismissed or denied, is recorded in the Middlesex County (South) Registry of Deeds and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. Owner or applicant is responsible to obtain a certified copy of the decision from the Malden City Clerk and record it with the Registry of Deeds, at the expense of owner/applicant.

A copy of the recorded certified decision must be presented to the Malden Building Inspector upon any application for a permit. No construction work pursuant to this special permit may be commenced without a building permit, and no occupancy pursuant to this special permit may be initiated without an occupancy permit.

Please do not hesitate to contact me with any questions. Thank you.

Sincerely,

Carol Ann T. Desiderio,
City Clerk

Enclosed: Notice of Decision



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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



Name of applicant:

DMS Trinity LLC

Name of applicant's authorized representative:

Denis Pinhone Dos Santos

Signature of applicant's authorized representative:



A handwritten signature in blue ink is written over the signature line. The signature is stylized and appears to be 'D. Pinhone Dos Santos'.





CITY OF MALDEN, MASSACHUSETTS
OFFICE OF THE BOARD OF ASSESSORS
GARY CHRISTENSON, MAYOR

NATE CRAMER, CHAIRMAN

KATHLEEN M. FRENCH, ASSESSOR
ROBERT DONNELLY, ASSESSOR

This is a certified list of Malden abutters for the property located at: 36 CHARLES STREET (062-239-910) In accordance with the City's ordinance in place as of January 1, 2008. Below is a list of Ward Councillors and Councillors-at-Large. For your convenience we have checked the box next to your Councillor's name.

	Police Chief Glen Cronin	794 Eastern Ave
<input type="checkbox"/>	Ward 1: Peg Crowe	9 Hancock Street
<input checked="" type="checkbox"/>	Ward 2: Paul Condon	52 Gale Street
<input type="checkbox"/>	Ward 3: Amanda Linehan	83 Blomerth Street
<input type="checkbox"/>	Ward 4: Ryan O'Malley	706 Main Street
<input type="checkbox"/>	Ward 5: Ari Taylor	57 Mount Vernon Street
<input type="checkbox"/>	Ward 6: Steven Winslow	83 Jacob Street
<input type="checkbox"/>	Ward 7: Chris Simonelli	90 Bowdoin Street
<input type="checkbox"/>	Ward 8: Jadeane M. Sica	12 Cleveland Street

Councillors-at-large:

Carey McDonald	33 Pierce Street
Karen Colon Hayes	105 Wyoming Ave
Craig Spadafora	75 Elm Street

Date: 04/28/2025

054 236 601

50 CABOT ST SUITE 200
NEEDHAM, MA 02494

054 236 604

295 CANAL ST SUITE 500
MALDEN, MA 02148

054 237 703

295 CANAL ST SUITE 500
MALDEN, MA 02148

054 237 706

20 RICHARD ST
MEDFORD, MA 02155

054 237 707

389 MAIN ST SUITE 101
MALDEN, MA 02148

054 237 709

17 CHARLES STREET
MALDEN, MA 02148

054 237 711

112 NEEDHAM STREET
NEWTON UPPER FALLS, MA 02464

062 238 014

1000 S OCEAN BLVD APT PHL
POMPAÑO BEACH, FL 33062

062 239 912

MALDEN, MA 02148

062 238 013

5 JUNIPER ROAD
PEABODY, MA 01960

062 238 014

215 PLEASANT STREET
MALDEN, MA 02148

062 208 801

PO BOX 514
SOMERVILLE, MA 02143

062 208 803

671/2 MADISON STREET
MALDEN, MA 02148

062 208 803

PO BOX 514
SOMERVILLE, MA 02143

062 208 804

5 HUTTON STREET
DANVERS, MA 01923

062 208 805

17 EASTERN AVE
STONEHAM, MA 02180

062 208 806

148 MAIN ST
MALDEN, MA 02148

062 208 807

148 MAIN STREET
MALDEN, MA 02148

062 208 808

500 ARBORWAY
JAMAICA PLAIN, MA 02130

062 208 809

15 MADISON ST
MALDEN, MA 02148

062 208 810

40 SYLVAN ROAD
WALTHAM, MA 01582-0001

062 208 811

215 PLEASANT STREET
MALDEN, MA 02148

062 208 813 101

260 MAIN ST U101
MALDEN, MA 02148

062 208 813 102

4 PENNI LANE
ANDOVER, MA 01810

062 208 813 103

260 MAIN ST U103
MALDEN, MA 02148

062 208 813 104

260-104 MAIN ST
MALDEN, MA 02148

062 208 813 105

260 MAIN ST U105
MALDEN, MA 02148

062 208 813 201

260 MAIN STREET UNIT 201
MALDEN, MA 02148

062 208 813 202

5513 AZURE RIDGE DRIVE
LAS VEGAS, NV 89130

062 208 813 203

260 MAIN ST U203
MALDEN, MA 02148

062 308 813 204
[REDACTED]
260 MAIN ST #204
MALDEN, MA 02148

062 308 813 205
[REDACTED]
260 MAIN ST U 205
MALDEN, MA 02148

062 308 813 301
[REDACTED]
260 MAIN STREET UNIT 301
MALDEN, MA 02148

062 308 813 302
[REDACTED]
260 MAIN ST U302
MALDEN, MA 02148

062 308 813 303
[REDACTED]
260 MAIN ST U303
MALDEN, MA 02148

062 308 813 304
[REDACTED]
260-304 MAIN STREET
MALDEN, MA 02148

062 308 813 305
[REDACTED]
272 CROSS STREET
BELMONT, MA 02478

062 308 813 401
[REDACTED]
260 MAIN ST U401
MALDEN, MA 02148

062 308 813 402
[REDACTED]
800 INDIANA ST #183
SAN FRANCISCO, CA 94107

062 308 813 403
[REDACTED]
260 MAIN STREET, UNIT 403
MALDEN, MA 02148

062 308 813 404
[REDACTED]
260 MAIN ST U404
MALDEN, MA 02148

062 308 813 405
[REDACTED]
260 MAIN STREET UNIT 405
MALDEN, MA 02148

062 308 815
[REDACTED]
343 WASHINGTON ST. STE 201
NEWTON MA, MA 02458

062 308 816
[REDACTED]
5 MORGAN AVE
MEDFORD, MA 02155

062 308 817 1
[REDACTED]
17 MADISON STREET UNIT 1
MALDEN, MA 02148

062 308 817 2
[REDACTED]
17 MADISON ST #2
MALDEN, MA 02148

062 308 817 3
[REDACTED]
17-3 MADISON ST
MALDEN, MA 02148

062 308 818
[REDACTED]
148 MAIN ST
MALDEN, MA 02148

062 308 819
[REDACTED]
45-47 MADISON STREET
MALDEN, MA 02148

062 308 820
[REDACTED]
63 MADISON ST
MALDEN, MA 02148

062 308 821
[REDACTED]
67 MADISON STREET
MALDEN, MA 02148

062 308 822
[REDACTED]
69 MADISON ST
MALDEN, MA 02148

062 308 824
[REDACTED]
23 MADISON STREET
MALDEN, MA 02148

062 308 825
[REDACTED]
27 MADISON ST
MALDEN, MA 02148

062 330 002
[REDACTED]
400 POYDRAS ST SUITE 3150
NEW ORLEANS, LA 70130

064 309 907
[REDACTED]
24 ELM ST
SOMERVILLE, MA 02143

061 200 000
[REDACTED]
131 SEAPORT BLVD #2002
BOSTON, MA 02210

064 300 000
[REDACTED]
11A MERIDIAN PARKWAY
MALDEN, MA 02148

064 300 011
[REDACTED]
199 BIRCH LANE
SCOTIA, NY 12302

064 300 012
[REDACTED]
14 MERIDIAN PKWY
MALDEN, MA 02148

064 309 913
[REDACTED]
8 MERIDIAN PARKWAY
MALDEN, MA 02148

064 309 914
[REDACTED]
6 MERIDIAN STREET
MALDEN, MA 02148

064 309 915
[REDACTED]
20 HILLSIDE AVE
MALDEN, MA 02148

064 309 916
[REDACTED]
148 MAIN ST
MALDEN, MA 02148

064 309 917
[REDACTED]
234 MAIN ST
MALDEN, MA 02148

064 309 918
[REDACTED]
228 MAIN ST
MALDEN, MA 02148

064 309 919
[REDACTED]
220 MAIN STREET
MALDEN, MA 02148

064 309 920
[REDACTED]
224 MAIN STREET
MALDEN, MA 02148

064 309 921
[REDACTED]
214 MAIN STREET
MALDEN, MA 02148

064 309 941
[REDACTED]
P.O. BOX 65
MALDEN, MA 02148

064 310 006
[REDACTED]
36 SUMMIT RD
STONEHAM, MA 02180

064 310 007
[REDACTED]
17 SWAINS POND AVENUE
MELROSE, MA 02176

064 310 008
[REDACTED]
58 MADISON STREET
MALDEN, MA 02148

064 310 009
[REDACTED]
P.O. BOX 45014
SOMERVILLE, MA 02145

064 310 010
[REDACTED]
16 ALPINE ST
MALDEN, MA 02148

075 271 101
[REDACTED]
285 MAIN ST
MALDEN, MA 02148

075 271 102
[REDACTED]
128 REVERE STREET
REVERE, MA 02151

075 271 103
[REDACTED]
297 MAIN ST
MALDEN, MA 02148

076 270 001
[REDACTED]
4536 MERLOT DRIVE
ROCKLEDGE, FL 32955-4414

076 270 003
[REDACTED]
269-271 MAIN ST
MALDEN, MA 02148

076 270 004
[REDACTED]
148 MAIN STREET
MALDEN, MA 02148

076 376 602
[REDACTED]
20 RICHARD STREET
MEDFORD, MA 02155

076 376 603
[REDACTED]
675 SOMERVILLE AVE
SOMERVILLE, MA 02143



PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

By following guidance under 935 CMR 500.000 DMS Trinity LLC (DMS), will provide a plan to positively effect:

1. Past or present residents of the geographic areas of disproportionate impact as defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically residents of the City of Malden.
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents with parents or spouses who have drug convictions.

Goals

- 10% we plan to hire from City of Chelsea, defined as a specific area disproportionate impact.
- 10% we plan to hire from the LGBTQIA+ community who have been disproportionately impacted as a result of broken homes, homelessness, and difficulty finding gainful employment.
- 5% or more of staff will be sought from those who have had prior drug convictions.

Programs

1. DMS will give hiring preference to individuals who fall under the Commission's definition of disproportionately impacted areas. DMS Trinity LLC, in addition to hiring from the City Chelsea, has also identified the City of Revere as another disproportionately impacted area and we will be working with local leaders, advertising in advertising in Chelsea Record and Revere Journal, as needed, monthly to reach these communities for hiring and any other purposes.
2. Work with Fenway Health/AIDS Action the largest provider of LGBTQIA+ healthcare in New England to provide services and donations on an annual basis, centered around drug abuse services particularly with at risk youth.

Measurements

- DMS will measure and quantify the program by evaluating the following:
 1. Number of employees hired, retained, or promoted that come from Chelsea and Revere.
 2. Number and subject matter of trainings offered and performed, for the Fenway Health/AIDS Action LGBTQIA+ Community.
 3. Specific financial data and/or employee hours showing donations to or investments into specific causes.

4. Number of businesses that obtained training or assistance from the programs.
5. Number and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact for Chelsea and Revere.
6. Plan progress will be documented annually at renewal.

Additional Requirements

1. The applicant 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; and
2. 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.



Per 935 CMR 500.101(1), DMS Trinity Naturals LLC, submitted the proposed plan to positively affect people in areas of disproportionate impact that complies with the Commission's guidance.

The geographic areas of disproportionate impact that will be positively impacted in the Boston area including services to patients residing in the following areas:

Boston: Dorchester, Fenway, Jamaica Plain, Mattapan, Roxbury

Braintree

Chelsea

Everett

Lynn

Quincy

Revere

Thank you,

Denis Pinhone Dos Santos

[Denis Pinhone Dos Santos \(Aug 12, 2025 14:31:01 EDT\)](#)

Denis Pinhone Dos Santos. Managing Member

For: DMS Trinity LLC






Per 935 CMR 500 Areas Served by Fenway Health AIDS Action

Final Audit Report

2025-08-12

Created:	2025-08-12
By:	Timothy Halpin (tim@bonacorsoins.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAD1MQSly_dOTNZgCdvaXqxR1Fwx2EMbV1

"Per 935 CMR 500 Areas Served by Fenway Health AIDS Action" History

-  Document created by Timothy Halpin (tim@bonacorsoins.com)
2025-08-12 - 6:30:01 PM GMT- IP address: 198.0.138.181
-  Document emailed to Denis Pinhone Dos Santos (denis@trinitynat.com) for signature
2025-08-12 - 6:30:07 PM GMT
-  Email viewed by Denis Pinhone Dos Santos (denis@trinitynat.com)
2025-08-12 - 6:30:44 PM GMT- IP address: 192.178.11.98
-  Document e-signed by Denis Pinhone Dos Santos (denis@trinitynat.com)
Signature Date: 2025-08-12 - 6:31:01 PM GMT - Time Source: server- IP address: 73.159.221.70
-  Agreement completed.
2025-08-12 - 6:31:01 PM GMT

**AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

DMS TRINITY, LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

EFFECTIVE AS OF JANUARY __, 2021

**OPERATING AGREEMENT
OF
DMS TRINITY, LLC**

This Amended and Restated Agreement, is made and entered into as of the ___th day of January, 2021, by **MARY SUSAN BLOUT, ANGELINA VENTOURIS, STEVEN BYRNE, DYLAN HANDY** and **BRIAN COLLINS** (hereinafter collectively sometimes referred to as “Members”).

WITNESSETH:

WHEREAS, the Parties hereto have formed a limited liability company on April 19, 2019, (hereinafter referred to as the “Company”); and

WHEREAS, the Parties hereto desire to amend and restate the Company for the term and upon the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the Parties hereto as follows:

ARTICLE I

BASIC STRUCTURE

1.1 Form

On April 19, 2019, the Members organized a Massachusetts limited liability company by authorizing its Manager to execute and deliver a certificate of organization to the Office of the Secretary of the Commonwealth of Massachusetts (the “Secretary”) in accordance with and pursuant to the Massachusetts Limited Liability Company Act (the “Act”).

1.2 Name

The business of the Company shall be conducted under the name of **DMS TRINITY, LLC**.

1.3 Place of Business

The principal place of business of the Company shall be 38 Gould Street, Stoneham, Massachusetts 02180. The Company may locate its place of business and registered office at any other place or places as the Manager or Managers may from time to time deem advisable.

1.4 Registered Office and Registered Agent

The Company's initial registered office shall be at the office of its registered agent at 38 Gould Street, Stoneham, Massachusetts 0218 and the name of its initial registered agent at such address shall be **MARY SUSAN BLOUT**. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary pursuant to the Act.

1.5 Term

The term of the Company commenced upon the filing of the certificate of organization with the Office of the Secretary and shall continue in perpetuity unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

1.6 Purposes--General

The purposes for which the Company is organized are:

(a) To engage in the business producing, manufacturing and distributing goods as a retailer or wholesaler; to provide consulting and advisory services to other retailers, manufacturers, producers and wholesalers engaged in similar businesses; and to undertake and making investments of all kinds and descriptions for profit, and to engage in any and all activities related thereto.

(b) To accomplish any lawful business purpose or activity whatsoever, whether or not for profit or which shall at any time appear conducive to or expedient for the protection or benefit of the Company (with the exception of the business of granting policies of insurance or assuming insurance risks or banking).

(c) 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.

(d) To engage in all activities as are necessary, customary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

ARTICLE II

FINANCIAL ARRANGEMENTS

2.1 Initial Contributions of Members

Each Member shall, within ninety (90) days of execution of this Agreement, contribute to the initial capital of the Company property in the amount and form indicated on Schedule A attached hereto and made a part hereof. Capital contributions to the Company shall not earn interest. An individual capital account shall be maintained for each Member.

In the event a Member does not make the required contribution, the obligation shall become a demand promissory note due and payable to the Company which shall accrue interest at a rate of Seven Percent (7%) per annum until paid in full and such Member shall have no right to vote until such required contribution is made.

2.2 Additional Capital Contribution

Unless otherwise agreed by all Members, no Member shall be required to make an additional capital contribution to the capital of this Company (hereinafter an "Additional Capital Contribution"). Any Member who voluntarily makes an Additional Capital Contribution shall be deemed to have made a loan to such Company which loan shall accrue interest at an annual rate of seven percent (7%), compounded annually which principal and interest shall have priority over any and all other sums owed to or payable to the Member(s). If an Additional Capital Contribution is made by a Member by agreement of all Members, such Additional Capital Contributions shall be reflected as an Additional Capital Contribution on the books of the Company.

2.3 Capital Accounts

(a) A separate capital account will be maintained for each Member (a "Capital Account").

(b) Each Member's Capital Account will be increased by:

- (1) the amount of money contributed by such Member to the Company;
- (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under the Internal Revenue Code of the United States (hereinafter "IRC") §752;
- (3) allocations to such Member of net profits; and
- (4) allocations to such Member of income described in §705(a)(1)(B) of the Code.

(c) Each Member's Capital Account will be decreased by:

- (1) the amount of money distributed to such Member by the Company;
- (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under §752 of the Code);

- (3) allocations to such Member of expenditures described in §705(a)(2)(B) of the Code; and
- (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(d) In the event of a permitted sale or exchange of a Member's interest in the Company (a "Membership Interest") or an Economic Interest (as defined in Section 6.1) 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 Membership Interest or Economic Interest in accordance with §1.704-1(b)(2)(iv) of the Treasury Regulations.

2.4 Voting and Non-Voting Interests

There shall be voting and non-voting interests in the Company. A Member may own such voting and/or non-voting interests. Members owning voting interests (hereinafter "Voting Members") shall have the right to vote on matters of the Company as specified in this Agreement. A Voting Member's voting rights shall be in proportion to his, her or its pro rata share of voting interests. All items of income, gain, loss, deduction and credit shall be allocated ratably among all voting and non-voting interests in the Company then issued and outstanding.

2.5 Allocation of Profits & Losses

Profits and Losses shall be allocated in proportion to the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned (hereinafter, "Capital Interests"). It is agreed that the allocation of Profits and Losses and the Capital Interests of each Member in the Company shall be (unless otherwise modified by an agreed upon Additional Capital Contribution or in the case of the issuance of a Profits Interest) as follows:

<u>Names</u>	<u>Allocation of Profits and Losses</u>	<u>Capital Interests</u>
MARY SUSAN BLOUT	60.00%	60.00%
ANGELINA VENTOURIS	15.00%	15.00%
STEVEN BYRNE	15.00%	15.00%
DYLAN HANDY	6.00%	6.00%
BRIAN COLLINS	4.00%	4.00%

2.6 Profits Interest

The Members may authorize the Manager(s) to issue from time to time “Profits Interests” in the Company. Such Profits Interests shall be nonvoting interests. The Profits Interests may consist of either an interest in the profits of the Company only or an interest in both the profits and the capital of the Company. Each Profits Interest issued by the Company shall be evidenced by a written Subscription Agreement which shall specify the characteristics of each Profits Interest. If and to the extent such Profits Interests are issued by the Company, thereafter all items of income, gain, loss, deduction, and credit shall be allocated ratably among all Interests in the Company then issued and outstanding.

2.7 Risk of Forfeiture

Any Profits Interests issued by the Company may be subject to a “Risk of Forfeiture” meaning the Profits Interests may vest on one or more conditions including the completion of a term of service with the Company as outlined in the applicable vesting schedule of the respective Subscription Agreement. In the event a Profits Interest holder leaves the Company before completion of the applicable vesting period, the Company shall only be required to pay such Profits Interest holder his, her or its existing capital account balance and thereafter such Profits Interest shall be forfeited without any further obligation on the part of the Company. From and after the date on which any applicable Risk of Forfeiture terminates, the Profits Interest holders shall become Capital Interest holders (for purposes of the remainder of this paragraph, “Profits Interest Member”) and have the respective rights and obligations of Members as set forth in this Agreement. If any Profits Interest Member withdraws, the Company shall have the option to repurchase the interest of such Profits Interest Member. At the option of the Company, the respective repurchase amount may be paid in one installment or over a period of time not to exceed five (5) years with interest to be compounded and accrued on an annual basis at the rate of seven percent (7%) per annum. The Company shall deliver a promissory note to the respective Profits Interest Member whereupon such Profits Interest shall terminate and the rights and obligations of such Profits Interest Member shall be that of a creditor.

2.8 Allocation of Interim Distributions

Distributions, if and when made, as voted by the Voting Members, shall be made on the basis of the agreed value as set forth in the records of the Company of the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned.

2.9 Capital Contribution Execution Date

For purposes of this Agreement, a Capital Contribution made within ninety (90) days of execution of this Agreement shall be deemed to be made on the date of execution.

2.10 Return of Capital Contributions

No Member shall have the right to demand the return of his, her or its capital contributions except as herein provided.

2.11 Rights of Priority

Except as herein provided, the individual Members shall have no right to any priority over each other as to the return of capital contributions.

2.12 Interim Distributions

Distributions to the Members of net operating profits of the Company, as hereinafter defined, shall be made at such times as the Voting Members shall reasonably determine. Such distributions shall be made to the Members simultaneously.

For the purpose of this Agreement, "net operating profit" for any accounting period shall mean the gross receipts of the Company for such period, less the sum of all cash expenses of operation of the Company, and such sums as may be necessary to establish a reserve for operating expenses.

In determining net operating profit, deductions for depreciation, amortization, or other similar charges not requiring actual current expenditures of cash shall not be taken into account.

2.13 Evidence of Ownership

The Company may issue one or more certificates to the Members that evidence their ownership interest in the Company. Such certificates may show each Member's Capital Interest in the Company in units. Such certificates may be signed by any one Manager of the Company. The Company may also issue one or more certificates to the holders of Profits Interests in the Company.

ARTICLE III
MANAGEMENT

3.1 General

Notwithstanding the foregoing, the management of the Company may be vested in one or more Managers who shall be chosen in the manner provided for herein. A Manager need not be a Member. A Manager may delegate some or all of such Member's or Manager's rights and powers to execute documents and act for and manage and control the business and affairs of the Company, and delegating by a management agreement or another agreement with, or otherwise to, other persons. The Manager may designate such persons as officers of the Company (hereinafter referred to as the "Officers") with powers as delegated in the sole discretion of the Manager. The Officers need not own Membership Interests. Officers will be reimbursed reasonable expenses but shall not be compensated for their activities as Officers if they own any Membership Interest. Officers who do not own Membership Interest may be reasonably compensated for their time and expertise. Unless otherwise provided in this Agreement, such delegation by a Manager shall not cause the Manager to cease to be a Manager of the Company.

3.2 Manager

The Voting Members have elected to appoint the Manager who shall be as follows:

MARY SUSAN BLOUT
38 Gould Street
Stoneham, Massachusetts 02180

The Manager shall serve until her successor is appointed as provided herein.

3.3 Voting

All Managers shall have the right to vote on a per capita basis as to the management and conduct of the business of the Company. Except as otherwise herein set forth, the following decisions of the Managers shall control: (1) if there is only one Manager, such Manager's decision shall control, (2) if there are only two Managers, the unanimous decision of the Managers shall control, and (3) if there are more than two Managers, the decision of a majority of the Managers shall control.

3.4 Limitation of Liability and Liability for Certain Acts

Each Manager shall perform his or her duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager shall not have any liability by reason of being or having been a

Manager of the Company. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law.

3.5 Managers Have No Exclusive Duty to Company

A Manager shall not be required to manage the Company as his or her sole and exclusive function and he or she (or any Manager) may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

3.6 Bank and Investment Accounts

The Managers may from time to time open one or more bank and/or investment accounts in the name of the Company, and the signatures of all Managers shall be required thereon, unless the Managers determine otherwise.

3.7 Indemnity of the Managers, Employees and Other Agents

To the maximum extent permitted under the Act, the Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. The Company shall indemnify its employees, and other agents who are not managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by Members owning a majority interest.

3.8 Resignation

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

3.9 Removal

At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the decision of the Voting Members owning more than fifty percent (50%) of the Voting Capital Interests in the Company. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member unless the removal was for "cause". In such a case, the Member shall be deemed to have withdrawn from the Company. Notwithstanding the foregoing, a Manager may also be removed for Cause upon the majority vote of all non-Manager Members of the Company. "Cause" shall mean proven embezzlement, intoxication or illegal drug use which materially interferes with job performance, absenteeism in excess of two times normal Company policy, wrongful disclosure of Company's confidential information, conflict of interest, gross insubordination, mismanagement of the company, malfeasance, conviction of a felony adversely affecting the ability of the Manager to carry on his or her normal duties or other issues of misconduct.

3.10 Vacancies

Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the remaining Managers then in office, provided that if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative vote of other Voting Members owning more than fifty percent (50%) of the Capital Interests in the Company. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a majority of the Manager then in office or by an election at an annual meeting or at a special meeting of the Voting Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and shall hold office until expiration of such term and until his or her successor shall be elected and shall qualify or until his or her earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Voting Members and until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

3.11 Salaries

The salaries and other compensation of the Managers shall be fixed from time to time by an affirmative vote of Voting and Non-Voting Members owning more than fifty percent (50%) of the Voting and Non-Voting Interests in the Company, and no Manager shall be prevented from receiving such salary by reason of the fact that he or she is also a Member of the Company.

ARTICLE IV

MEETINGS OF MEMBERS

4.1 Resignation

A Member may not voluntarily resign or withdraw from the Company prior to the dissolution and winding up of the Company.

4.2 Additional Members

Additional Members may be admitted only with the consent of all Members.

4.3 Annual Meeting

No annual meetings shall be required, except as may be required by applicable law.

4.4 Special Meetings

Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by majority vote of the Managers or by any Voting Member or Voting Members holding at least fifty percent (50%) of the Voting Capital Interests in the Company.

4.5 Place of Meetings

The Members may designate any place, either within or outside the Commonwealth of Massachusetts as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

4.6 Notice of Meetings

Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at his, her or its address as it appears on the books of the Company, with postage thereon prepaid.

4.7 Meeting of all Members

If all of the Members shall meet at any time and place, either within or outside of the Commonwealth of Massachusetts and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

4.8 Record Date

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.9 Quorum

Voting Members owning at least a majority of the Voting Capital Interests in the Company, represented in person or by proxy, shall constitute a quorum at any meeting of the Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Capital Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Voting Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Voting Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Capital Interests whose absence would cause less than a quorum.

4.10 Manner of Acting

If a quorum is present (other than in the case of dissolution), the decision of Voting Members owning more than fifty percent (50%) of the Voting Capital Interests in the Company present or represented or entitled to vote and voting on such matter shall be the act of the Voting Members unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Certificate of Organization, or by this Agreement. Unless otherwise expressly provided herein or required under applicable laws, Voting Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Capital Interests, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

4.11 Proxies

At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

4.12 Action by Members Without a Meeting

Action required or permitted to be taken at a meeting of Voting Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Voting Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when written consents setting forth the action or actions so taken signed by the owners of more than fifty percent (50%) of the Voting Capital Interests (or such higher percentage as may be specified elsewhere in this Agreement) are obtained by the Company from the Voting Members entitled to vote, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

4.13 Waiver of Notice

When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE V

DISSOLUTION DISTRIBUTIONS

5.1 Dissolution Distributions

In the event that the Company shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due the Company collected. The proceeds thereof shall thereupon be applied as follows:

- (a) To discharge the debts and liabilities of the Company and the expenses of liquidation;
- (b) To pay each Member or his or her legal representative or its assignee any unpaid salary, drawing account, interest or profits to which he, she or it shall then be entitled and in

addition, to pay to any Member his, her or it interim distributions or distribution due upon resignation, if any, and;

(c) To divide the surplus, if any, among the Members or their representatives, to Members first for the return of their contributions, and second, respecting their limited liability company interests in the proportions in which the Members share in distributions.

5.2 Filing of 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 Members, a Certificate of Cancellation shall be executed in duplicate and verified by the person signing the Certificate, which Certificate shall set forth the information required by the Act. Duplicate originals of such Certificate shall be delivered to the Secretary.

5.3 Certificate of Cancellation

Upon the issuance of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

5.4 Right To Demand Property

No Member shall have the right to demand and receive property in kind for his, her or its distribution.

ARTICLE VI

TRANSFERABILITY

6.1 General

Except in the case of a permitted transfer, as hereinafter provided in Section 6.3, a Member may not sell, transfer, gift or otherwise exchange a Membership Interest in the Company except with the consent of all Members, provided, however, a Membership Interest is assignable but the assignee of a Member's interest shall have no right to participate in the management of the business and affairs of the limited liability company, except upon the approval of all of the Members of the Company other than the Member assigning the Company interest.

An assignment of a Company interest does not entitle the assignee to become or to exercise any rights or powers of a Member; an assignment of a Company interest only entitles the assignee

to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled, to the extent assigned (an “Economic Interest”); and a Member ceases to be a Member and to have the power to exercise any rights or powers of a Member upon the voluntary assignment of all or any portion of the Member’s Company interest.

The pledge of, or granting of a security interest, lien or other encumbrance in or against, any or all of the Company interest of a Member except with the consent of all Members, shall be prohibited.

6.2 Right of Assignee to Become Member

(a) An assignee of a Member’s interest may become a Member upon the approval of all of the Members of the Company, however no consent is required from the Member who has voluntarily assigned his, her or its interest to the assignee.

(b) An assignee who has become a Member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a Member under this Agreement and the Act. Notwithstanding the foregoing, an assignee who becomes a Member is liable for the obligations of the assignor to make contributions but is not obligated for liabilities, including the obligations of the assignor to make contributions unknown to the assignee at the time the assignee became a Member and which could not be ascertained from this Agreement.

(c) Whether or not an assignee of a Company interest becomes a Member, the assignor is not released from liability to the Company.

6.3 Permitted Transfers

Notwithstanding the foregoing, a Member may, without consent, transfer its interest in the Company to a revocable trust for the primary benefit of the Member’s family (a “Permitted Transferee”), of which the transferor is the Donor and a Trustee thereof; and may transfer its interest in the Company upon death by will to a member of the transferor’s family or to any trust in which the transferor’s family as defined herein are the primary beneficiaries. The transferor’s family shall mean the Member’s then current spouse and the Member’s lineal descendants. Any transfer, other than a transfer permitted under this Section 6.3, shall be considered an assignment of the Member’s interest.

6.4 Put to Company for Gifts of Membership Interests

In the case of a transfer of a membership by gift to a Permitted Transferee, the Permitted Transferee shall have the right for thirty (30) days from and after the date of such gift to require the Company to repurchase the gifted interest, at the Permitted Transferee’s option, for either (1) at price equal to the Fair Market Value (as determined below); or (2) a price equal to the Permitted

Transferee's pro rata share of net asset value, attributable to such gifted interest, less a discount of 44%.

Fair Market Value of the gifted membership interest shall be based upon the Member's right, attributable to such gifted interest, to share in distributions from the Company and shall be determined by a qualified appraiser chosen by the Company. The cost of such appraiser shall be borne equally between the Company and the Permitted Transferee exercising such right.

6.5 Death or Incompetency of a Member

If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage the Member's person or property, the Member's personal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property including the power of an assignee to become a Member to the extent permitted in this Agreement. If a Member is a corporation, trust or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

6.6 IRC §754 Election

In the case of a transfer of a Membership interest on the death of a Member, the basis of the Company's property shall be adjusted in the manner provided in IRC §743 and the Company shall file such information as may be required by the Regulations to report an IRC §754 election. In any other case to which the elections under IRC §734 and IRC §743 may apply, the Managers shall make such determination from time to time.

ARTICLE VII

DISSOLUTION EVENTS

7.1 General

The Company shall have a perpetual existence but the Company shall be dissolved upon the affirmative vote or written consent of all the Capital Interests of the Company.

7.2 Death & Retirement not an Event of Dissolution

The death, insanity, the declaration of incompetency by a court of competent jurisdiction, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member (including an assignment to a former spouse incident to divorce) shall not cause the limited liability company to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, the limited liability

company shall be continued without dissolution but such Member shall cease to be a Member and shall lose the right to vote as a Member notwithstanding the Capital Interest upon such event as though the interest had been assigned except in the case of death and the transferee is a Permitted Transferee.

ARTICLE VIII

MISCELLANEOUS

8.1 Nature of Limited Liability Company Interest

A Membership Interest is personal property and a Member shall have no interest in specific Company property.

8.2 Debts, Obligations & Liabilities of Company

The debts, obligations and liabilities of the Company, whether arising in tort, contract or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member or Manager shall be obligated personally for any debt, obligation or liability of the Company solely by reason of being a Member or Manager.

8.3 Accounting Year, Books, Statements

The Company's fiscal year shall commence on January 1 of each year and shall end on December 31 of each year. Full and accurate books of account shall be kept at such place as the Managers may from time to time designate, showing the condition of the business and finances of the Company; and each Member shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. At the end of each year, the Managers shall cause the Company's accountant to prepare a balance sheet setting forth the financial position of the Company as of the end of that year and a statement of operations (income and expenses) for that year. A copy of the balance sheet and statement of operations (income and expenses) for that year shall be delivered to each Member as soon as they are available.

8.4 Titles and Subtitles

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of the Company Operating Agreement.

8.5 Words and Gender or Number

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

8.6 Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be taken to be an original.

8.7 Severability

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

8.8 Effective Date

This Agreement shall be effective only upon execution by all of the proposed Members.

8.9 Waiver

No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

8.10 Applicable Law

This Agreement and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts and specifically the Massachusetts Limited Liability Company Act at M.G.L. c.156C, without regard to any principles of conflicts of law.

8.11 Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

8.12 Arbitration

Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in accordance with the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court having competent jurisdiction. In addition, the prevailing party shall be awarded costs and a reasonable attorney's fee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Members have executed this Agreement as of the date first above written.

MEMBERS



MARY SUSAN BLOUT

DYLAN HANDY

ANGELINA VENTOURIS

STEVEN BYRNE

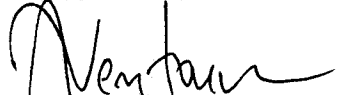
BRIAN COLLINS

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ANGELINA VENTOURIS

BRIAN COLLINS

DYLAN HANDY



STEVEN BYRNE

**OPERATING AGREEMENT
DMS TRINITY, LLC
SCHEDULE A**

<u>Name</u>	<u>Property Contribution</u>	<u>Value</u>	<u>Voting Units</u>	<u>Non-Voting Units</u>
MARY SUSAN BLOUT	Consulting Services and Project Management Attorney costs, licensing fees, and application costs	\$	600.0	5,400.0
ANGELINA VENTOURIS	\$	\$	150.0	1,350.0
STEVEN BYRNE	\$	\$	150.0	1,350.0
DYLAN HANDY	\$	\$	60.0	540.0
BRIAN COLLINS			40.0	360.0
Total		\$	1,000.0	9,000.0

OPERATING AGREEMENT
OF
DMS TRINITY, LLC
A MASSACHUSETTS LIMITED LIABILITY COMPANY
EFFECTIVE AS OF APRIL 19, 2019

**OPERATING AGREEMENT
OF
DMS TRINITY, LLC**

This Agreement, made and entered into as of the ___th day of May, 2019, by **MARY SUSAN BLOUT, ANGELINA VENTOURIS, STEVEN BYRNE, DYLAN HANDY** and **DANIEL MAILHIOT** (hereinafter collectively sometimes referred to as “Members”).

WITNESSETH:

WHEREAS, the Parties hereto desire to form a limited liability company (hereinafter referred to as the “Company”), for the term and upon the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the Parties hereto as follows:

ARTICLE I

BASIC STRUCTURE

1.1 Form

On April 19, 2019, the Members organized a Massachusetts limited liability company by authorizing its Manager to execute and deliver a certificate of organization to the Office of the Secretary of the Commonwealth of Massachusetts (the “Secretary”) in accordance with and pursuant to the Massachusetts Limited Liability Company Act (the “Act”).

1.2 Name

The business of the Company shall be conducted under the name of **DMS TRINITY, LLC**.

1.3 Place of Business

The principal place of business of the Company shall be 38 Gould Street, Stoneham, Massachusetts 02180. The Company may locate its place of business and registered office at any other place or places as the Manager or Managers may from time to time deem advisable.

1.4 Registered Office and Registered Agent

The Company's initial registered office shall be at the office of its registered agent at 38 Gould Street, Stoneham, Massachusetts 0218 and the name of its initial registered agent at such address shall be **MARY SUSAN BLOUT**. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary pursuant to the Act.

1.5 Term

The term of the Company commenced upon the filing of the certificate of organization with the Office of the Secretary and shall continue in perpetuity unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

1.6 Purposes--General

The purposes for which the Company is organized are:

- (a) To engage in the business producing, manufacturing and distributing goods as a retailer or wholesaler; to provide consulting and advisory services to other retailers, manufacturers, producers and wholesalers engaged in similar businesses; and to undertake and making investments of all kinds and descriptions for profit, and to engage in any and all activities related thereto.
- (b) To accomplish any lawful business purpose or activity whatsoever, whether or not for profit or which shall at any time appear conducive to or expedient for the protection or benefit of the Company (with the exception of the business of granting policies of insurance or assuming insurance risks or banking).
- (c) 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.
- (d) To engage in all activities as are necessary, customary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

ARTICLE II

FINANCIAL ARRANGEMENTS

2.1 Initial Contributions of Members

Each Member shall, within ninety (90) days of execution of this Agreement, contribute to the initial capital of the Company property in the amount and form indicated on Schedule A

attached hereto and made a part hereof. Capital contributions to the Company shall not earn interest. An individual capital account shall be maintained for each Member.

In the event a Member does not make the required contribution, the obligation shall become a demand promissory note due and payable to the Company which shall accrue interest at a rate of Seven Percent (7%) per annum until paid in full and such Member shall have no right to vote until such required contribution is made.

2.2 Additional Capital Contribution

Unless otherwise agreed by all Members, no Member shall be required to make an additional capital contribution to the capital of this Company (hereinafter an “Additional Capital Contribution”). Any Member who voluntarily makes an Additional Capital Contribution shall be deemed to have made a loan to such Company which loan shall accrue interest at an annual rate of seven percent (7%), compounded annually which principal and interest shall have priority over any and all other sums owed to or payable to the Member(s). If an Additional Capital Contribution is made by a Member by agreement of all Members, such Additional Capital Contributions shall be reflected as an Additional Capital Contribution on the books of the Company.

2.3 Capital Accounts

- (a) A separate capital account will be maintained for each Member (a “Capital Account”).
- (b) Each Member’s Capital Account will be increased by:
 - (1) the amount of money contributed by such Member to the Company;
 - (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under the Internal Revenue Code of the United States (hereinafter “IRC”) §752;
 - (3) allocations to such Member of net profits; and
 - (4) allocations to such Member of income described in §705(a)(1)(B) of the Code.
- (c) Each Member’s Capital Account will be decreased by:
 - (1) the amount of money distributed to such Member by the Company;

- (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under §752 of the Code);
- (3) allocations to such Member of expenditures described in §705(a)(2)(B) of the Code; and
- (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(d) In the event of a permitted sale or exchange of a Member's interest in the Company (a "Membership Interest") or an Economic Interest (as defined in Section 6.1) 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 Membership Interest or Economic Interest in accordance with §1.704-1(b)(2)(iv) of the Treasury Regulations.

2.4 Voting and Non-Voting Interests

There shall be voting and non-voting interests in the Company. A Member may own such voting and/or non-voting interests. Members owning voting interests (hereinafter "Voting Members") shall have the right to vote on matters of the Company as specified in this Agreement. A Voting Member's voting rights shall be in proportion to his, her or its pro rata share of voting interests. All items of income, gain, loss, deduction and credit shall be allocated ratably among all voting and non-voting interests in the Company then issued and outstanding.

2.5 Allocation of Profits & Losses

Profits and Losses shall be allocated in proportion to the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned (hereinafter, "Capital Interests"). It is agreed that the allocation of Profits and Losses and the Capital Interests of each Member in the Company shall be (unless otherwise modified by an agreed upon Additional Capital Contribution or in the case of the issuance of a Profits Interest) as follows:

<u>Names</u>	<u>Allocation of Profits and Losses</u>	<u>Capital Interests</u>
MARY SUSAN BLOUT	58.00%	58.00%
ANGELINA VENTOURIS	15.00%	15.00%
STEVEN BYRNE	15.00%	15.00%
DYLAN HANDY	6.00%	6.00%
DANIEL MAILHIOT	6.00%	6.00%

2.6 Profits Interest

The Members may authorize the Manager(s) to issue from time to time “Profits Interests” in the Company. Such Profits Interests shall be nonvoting interests. The Profits Interests may consist of either an interest in the profits of the Company only or an interest in both the profits and the capital of the Company. Each Profits Interest issued by the Company shall be evidenced by a written Subscription Agreement which shall specify the characteristics of each Profits Interest. If and to the extent such Profits Interests are issued by the Company, thereafter all items of income, gain, loss, deduction, and credit shall be allocated ratably among all Interests in the Company then issued and outstanding.

2.7 Risk of Forfeiture

Any Profits Interests issued by the Company may be subject to a “Risk of Forfeiture” meaning the Profits Interests may vest on one or more conditions including the completion of a term of service with the Company as outlined in the applicable vesting schedule of the respective Subscription Agreement. In the event a Profits Interest holder leaves the Company before completion of the applicable vesting period, the Company shall only be required to pay such Profits Interest holder his, her or its existing capital account balance and thereafter such Profits Interest shall be forfeited without any further obligation on the part of the Company. From and after the date on which any applicable Risk of Forfeiture terminates, the Profits Interest holders shall become Capital Interest holders (for purposes of the remainder of this paragraph, “Profits Interest Member”) and have the respective rights and obligations of Members as set forth in this Agreement. If any Profits Interest Member withdraws, the Company shall have the option to repurchase the interest of such Profits Interest Member. At the option of the Company, the respective repurchase amount may be paid in one installment or over a period of time not to exceed five (5) years with interest to be compounded and accrued on an annual basis at the rate of seven percent (7%) per annum. The Company shall deliver a promissory note to the respective Profits Interest Member whereupon such Profits Interest shall terminate and the rights and obligations of such Profits Interest Member shall be that of a creditor.

2.8 Allocation of Interim Distributions

Distributions, if and when made, as voted by the Voting Members, shall be made on the basis of the agreed value as set forth in the records of the Company of the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned.

2.9 Capital Contribution Execution Date

For purposes of this Agreement, a Capital Contribution made within ninety (90) days of execution of this Agreement shall be deemed to be made on the date of execution.

2.10 Return of Capital Contributions

No Member shall have the right to demand the return of his, her or its capital contributions except as herein provided.

2.11 Rights of Priority

Except as herein provided, the individual Members shall have no right to any priority over each other as to the return of capital contributions.

2.12 Interim Distributions

Distributions to the Members of net operating profits of the Company, as hereinafter defined, shall be made at such times as the Voting Members shall reasonably determine. Such distributions shall be made to the Members simultaneously.

For the purpose of this Agreement, “net operating profit” for any accounting period shall mean the gross receipts of the Company for such period, less the sum of all cash expenses of operation of the Company, and such sums as may be necessary to establish a reserve for operating expenses.

In determining net operating profit, deductions for depreciation, amortization, or other similar charges not requiring actual current expenditures of cash shall not be taken into account.

2.13 Evidence of Ownership

The Company may issue one or more certificates to the Members that evidence their ownership interest in the Company. Such certificates may show each Member’s Capital Interest in the Company in units. Such certificates may be signed by any one Manager of the Company. The Company may also issue one or more certificates to the holders of Profits Interests in the Company.

ARTICLE III
MANAGEMENT

3.1 General

Notwithstanding the foregoing, the management of the Company may be vested in one or more Managers who shall be chosen in the manner provided for herein. A Manager need not be a Member. A Manager may delegate some or all of such Member's or Manager's rights and powers to execute documents and act for and manage and control the business and affairs of the Company, and delegating by a management agreement or another agreement with, or otherwise to, other persons. The Manager may designate such persons as officers of the Company (hereinafter referred to as the "Officers") with powers as delegated in the sole discretion of the Manager. The Officers need not own Membership Interests. Officers will be reimbursed reasonable expenses but shall not be compensated for their activities as Officers if they own any Membership Interest. Officers who do not own Membership Interest may be reasonably compensated for their time and expertise. Unless otherwise provided in this Agreement, such delegation by a Manager shall not cause the Manager to cease to be a Manager of the Company.

3.2 Manager

The Voting Members have elected to appoint the Manager who shall be as follows:

MARY SUSAN BLOUT
38 Gould Street
Stoneham, Massachusetts 02180

The Manager shall serve until her successor is appointed as provided herein.

3.3 Voting

All Managers shall have the right to vote on a per capita basis as to the management and conduct of the business of the Company. Except as otherwise herein set forth, the following decisions of the Managers shall control: (1) if there is only one Manager, such Manager's decision shall control, (2) if there are only two Managers, the unanimous decision of the Managers shall control, and (3) if there are more than two Managers, the decision of a majority of the Managers shall control.

3.4 Limitation of Liability and Liability for Certain Acts

Each Manager shall perform his or her duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an

ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager shall not have any liability by reason of being or having been a Manager of the Company. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law.

3.5 Managers Have No Exclusive Duty to Company

A Manager shall not be required to manage the Company as his or her sole and exclusive function and he or she (or any Manager) may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

3.6 Bank and Investment Accounts

The Managers may from time to time open one or more bank and/or investment accounts in the name of the Company, and the signatures of all Managers shall be required thereon, unless the Managers determine otherwise.

3.7 Indemnity of the Managers, Employees and Other Agents

To the maximum extent permitted under the Act, the Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. The Company shall indemnify its employees, and other agents who are not managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by Members owning a majority interest.

3.8 Resignation

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

3.9 Removal

At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the decision of the Voting Members owning more than fifty percent (50%) of the Voting Capital Interests in the Company. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member unless the removal was for "cause". In such a case, the Member shall be deemed to have withdrawn from the Company. "Cause" shall mean proven embezzlement, intoxication or illegal drug use which materially interferes with job performance, absenteeism in excess of two times normal Company policy, wrongful disclosure of Company's confidential information, conflict of interest, gross insubordination, or conviction of a felony adversely affecting the ability of the Manager to carry on his or her normal duties.

3.10 Vacancies

Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the remaining Managers then in office, provided that if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative vote of other Voting Members owning more than fifty percent (50%) of the Capital Interests in the Company. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a majority of the Manager then in office or by an election at an annual meeting or at a special meeting of the Voting Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and shall hold office until expiration of such term and until his or her successor shall be elected and shall qualify or until his or her earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Voting Members and until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

3.11 Salaries

The salaries and other compensation of the Managers shall be fixed from time to time by an affirmative vote of Voting and Non-Voting Members owning more than fifty percent (50%) of the Voting and Non-Voting Interests in the Company, and no Manager shall be prevented from receiving such salary by reason of the fact that he or she is also a Member of the Company.

ARTICLE IV

MEETINGS OF MEMBERS

4.1 Resignation

A Member may not voluntarily resign or withdraw from the Company prior to the dissolution and winding up of the Company.

4.2 Additional Members

Additional Members may be admitted only with the consent of all Members.

4.3 Annual Meeting

No annual meetings shall be required, except as may be required by applicable law.

4.4 Special Meetings

Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by majority vote of the Managers or by any Voting Member or Voting Members holding at least fifty percent (50%) of the Voting Capital Interests in the Company.

4.5 Place of Meetings

The Members may designate any place, either within or outside the Commonwealth of Massachusetts as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

4.6 Notice of Meetings

Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at his, her or its address as it appears on the books of the Company, with postage thereon prepaid.

4.7 Meeting of all Members

If all of the Members shall meet at any time and place, either within or outside of the Commonwealth of Massachusetts and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

4.8 Record Date

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution,

or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.9 Quorum

Voting Members owning at least a majority of the Voting Capital Interests in the Company, represented in person or by proxy, shall constitute a quorum at any meeting of the Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Capital Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Voting Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Voting Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Capital Interests whose absence would cause less than a quorum.

4.10 Manner of Acting

If a quorum is present (other than in the case of dissolution), the decision of Voting Members owning more than fifty percent (50%) of the Voting Capital Interests in the Company present or represented or entitled to vote and voting on such matter shall be the act of the Voting Members unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Certificate of Organization, or by this Agreement. Unless otherwise expressly provided herein or required under applicable laws, Voting Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Capital Interests, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

4.11 Proxies

At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

4.12 Action by Members Without a Meeting

Action required or permitted to be taken at a meeting of Voting Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Voting Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when written consents setting forth the action or actions so taken signed by the owners of more than fifty percent (50%) of the Voting Capital Interests (or such higher percentage as may be specified elsewhere in this Agreement) are obtained by the Company from the Voting Members entitled to vote, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

4.13 Waiver of Notice

When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE V

DISSOLUTION DISTRIBUTIONS

5.1 Dissolution Distributions

In the event that the Company shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due the Company collected. The proceeds thereof shall thereupon be applied as follows:

- (a) To discharge the debts and liabilities of the Company and the expenses of liquidation;
- (b) To pay each Member or his or her legal representative or its assignee any unpaid salary, drawing account, interest or profits to which he, she or it shall then be entitled and in addition, to pay to any Member his, her or it interim distributions or distribution due upon resignation, if any, and;
- (c) To divide the surplus, if any, among the Members or their representatives, to Members first for the return of their contributions, and second, respecting their limited liability company interests in the proportions in which the Members share in distributions.

5.2 Filing of 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 Members, a Certificate of Cancellation shall be executed in duplicate and verified by the person signing the Certificate, which Certificate shall set forth the information required by the Act. Duplicate originals of such Certificate shall be delivered to the Secretary.

5.3 Certificate of Cancellation

Upon the issuance of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

5.4 Right To Demand Property

No Member shall have the right to demand and receive property in kind for his, her or its distribution.

ARTICLE VI

TRANSFERABILITY

6.1 General

Except in the case of a permitted transfer, as hereinafter provided in Section 6.3, a Member may not sell, transfer, gift or otherwise exchange a Membership Interest in the Company except with the consent of all Members, provided, however, a Membership Interest is assignable but the assignee of a Member's interest shall have no right to participate in the management of the business and affairs of the limited liability company, except upon the approval of all of the Members of the Company other than the Member assigning the Company interest.

An assignment of a Company interest does not entitle the assignee to become or to exercise any rights or powers of a Member; an assignment of a Company interest only entitles the assignee to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled, to the extent assigned (an "Economic Interest"); and a Member ceases to be a Member and to have the power to exercise any rights or powers of a Member upon the voluntary assignment of all or any portion of the Member's Company interest.

The pledge of, or granting of a security interest, lien or other encumbrance in or against, any or all of the Company interest of a Member except with the consent of all Members, shall be prohibited.

6.2 Right of Assignee to Become Member

(a) An assignee of a Member's interest may become a Member upon the approval of all of the Members of the Company, however no consent is required from the Member who has voluntarily assigned his, her or its interest to the assignee.

(b) An assignee who has become a Member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a Member under this Agreement and the Act. Notwithstanding the foregoing, an assignee who becomes a Member is liable for the obligations of the assignor to make contributions but is not obligated for liabilities, including the obligations of the assignor to make contributions unknown to the assignee at the time the assignee became a Member and which could not be ascertained from this Agreement.

(c) Whether or not an assignee of a Company interest becomes a Member, the assignor is not released from liability to the Company.

6.3 Permitted Transfers

Notwithstanding the foregoing, a Member may, without consent, transfer its interest in the Company to a revocable trust for the primary benefit of the Member's family (a "Permitted Transferee"), of which the transferor is the Donor and a Trustee thereof; and may transfer its interest in the Company upon death by will to a member of the transferor's family or to any trust in which the transferor's family as defined herein are the primary beneficiaries. The transferor's family shall mean the Member's then current spouse and the Member's lineal descendants. Any transfer, other than a transfer permitted under this Section 6.3, shall be considered an assignment of the Member's interest.

6.4 Put to Company for Gifts of Membership Interests

In the case of a transfer of a membership by gift to a Permitted Transferee, the Permitted Transferee shall have the right for thirty (30) days from and after the date of such gift to require the Company to repurchase the gifted interest, at the Permitted Transferee's option, for either (1) at price equal to the Fair Market Value (as determined below); or (2) a price equal to the Permitted Transferee's pro rata share of net asset value, attributable to such gifted interest, less a discount of 44%.

Fair Market Value of the gifted membership interest shall be based upon the Member's right, attributable to such gifted interest, to share in distributions from the Company and shall be determined by a qualified appraiser chosen by the Company. The cost of such appraiser shall be borne equally between the Company and the Permitted Transferee exercising such right.

6.5 Death or Incompetency of a Member

If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage the Member's person or property, the Member's personal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property including the power of an assignee to become a Member to the extent permitted in this Agreement. If a Member is a corporation, trust or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

6.6 IRC §754 Election

In the case of a transfer of a Membership interest on the death of a Member, the basis of the Company's property shall be adjusted in the manner provided in IRC §743 and the Company shall file such information as may be required by the Regulations to report an IRC §754 election. In any other case to which the elections under IRC §734 and IRC §743 may apply, the Managers shall make such determination from time to time.

ARTICLE VII

DISSOLUTION EVENTS

7.1 General

The Company shall have a perpetual existence but the Company shall be dissolved upon the affirmative vote or written consent of all the Capital Interests of the Company.

7.2 Death & Retirement not an Event of Dissolution

The death, insanity, the declaration of incompetency by a court of competent jurisdiction, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member (including an assignment to a former spouse incident to divorce) shall not cause the limited liability company to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, the limited liability company shall be continued without dissolution but such Member shall cease to be a Member and shall lose the right to vote as a Member notwithstanding the Capital Interest upon such event as though the interest had been assigned except in the case of death and the transferee is a Permitted Transferee.

ARTICLE VIII

MISCELLANEOUS

8.1 Nature of Limited Liability Company Interest

A Membership Interest is personal property and a Member shall have no interest in specific Company property.

8.2 Debts, Obligations & Liabilities of Company

The debts, obligations and liabilities of the Company, whether arising in tort, contract or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member or Manager shall be obligated personally for any debt, obligation or liability of the Company solely by reason of being a Member or Manager.

8.3 Accounting Year, Books, Statements

The Company's fiscal year shall commence on January 1 of each year and shall end on December 31 of each year. Full and accurate books of account shall be kept at such place as the Managers may from time to time designate, showing the condition of the business and finances of the Company; and each Member shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. At the end of each year, the Managers shall cause the Company's accountant to prepare a balance sheet setting forth the financial position of the Company as of the end of that year and a statement of operations (income and expenses) for that year. A copy of the balance sheet and statement of operations (income and expenses) for that year shall be delivered to each Member as soon as they are available.

8.4 Titles and Subtitles

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of the Company Operating Agreement.

8.5 Words and Gender or Number

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

8.6 Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be taken to be an original.

8.7 Severability

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

8.8 Effective Date

This Agreement shall be effective only upon execution by all of the proposed Members.

8.9 Waiver

No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

8.10 Applicable Law

This Agreement and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts and specifically the Massachusetts Limited Liability Company Act at M.G.L. c.156C, without regard to any principles of conflicts of law.

8.11 Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

8.12 Arbitration

Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in accordance with the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court having competent jurisdiction. In addition, the prevailing party shall be awarded costs and a reasonable attorney's fee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Members have executed this Agreement as of the date first above written.

MEMBERS

Mary Susan Blout

MARY SUSAN BLOUT

Dylan Handy

DYLAN HANDY

Angelina Ventouris

ANGELINA VENTOURIS

Steven Byrne

STEVEN BYRNE

Daniel Mailhiot

DANIEL MAILHIOT

**OPERATING AGREEMENT
DMS TRINITY, LLC
SCHEDULE A**

<u>Name</u>	<u>Property Contribution</u>	<u>Value</u>	<u>Voting Units</u>	<u>Non-Voting Units</u>
MARY SUSAN BLOUT	Consulting Services and Project Management and \$100,000.00	\$	580.0	5,220.0
ANGELINA VENTOURIS	\$250,000.00	\$	150.0	1,350.0
STEVEN BYRNE	\$250,000.00	\$	150.0	1,350.0
DYLAN HANDY	\$100,000.00	\$	60.0	540.0
DANIEL MAILHIOT	\$100,000.00	\$	60.0	540.0
Total			1,000.0	9,000.0

**SECOND AMENDMENT TO
DMS TRINITY, LLC**

WHEREAS, DMS Trinity, LLC (hereinafter “Company”), is a Massachusetts Limited Liability Company, was organized and filed with the Secretary of State of the Commonwealth of Massachusetts on April 19, 2019, by its Members; and

WHEREAS, the provisions of **ARTICLE 4.2** of said operating agreement allows Additional Members to be admitted with the consent of all Members;

WHEREAS, the Members have all consented to admitting Denis Pinhone Dos Santos as a Member of the Company owning Two Hundred and Forty (240) Voting Units and Two Thousand, One Hundred and Sixty (2,160) Non-Voting Units of the Company;

WHEREAS, the provisions of **ARTICLE 4.12** of said operating agreement allows for this action without a meeting.

WHEREAS, the Member’s execution of this Amendment shall be deemed consent of Denis Pinhone Dos Santos as a Member pursuant to the terms of the Company’s operating agreement;

WHEREAS, the execution of this Amendment by Denis Pinhone Dos Santos shall be deemed acceptance as a Member pursuant to the terms of the operating agreement;

NOW THEREFORE, the undersigned Members of the Company, hereby amend said operating agreement as follows:

ARTICLE 2.5 shall be deleted in its entirety and a new **ARTICLE 2.5** shall be substituted as follows:

2.5 Allocation of Profits & Losses

Profits and Losses shall be allocated in proportion to the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned (hereinafter, “Capital Interests”). It is agreed that the allocation of Profits and Losses and the Capital Interests of each Member in the Company shall be (unless otherwise modified by an agreed upon Additional Capital Contribution or in the case of the issuance of a Profits Interest) as follows:

<u>Names</u>	<u>Allocation of Profits and Losses</u>	<u>Capital Interests</u>
MARY SUSAN BLOUT	36.00%	36.00%
DENIS PINHONE DOS SANTOS	24.00%	24.00%
ANGELINA VENTOURIS	15.00%	15.00%
STEVEN BYRNE	15.00%	15.00%
DYLAN HANDY	6.00%	6.00%
BRIAN COLLINS	4.00%	4.00%

SCHEDULE A shall be deleted in its entirety and a new SCHEDULE A shall be substituted as follows:

**OPERATING AGREEMENT
DMS TRINITY, LLC
SCHEDULE A**

<u>Name</u>	<u>Property Contribution</u>	<u>Value</u>	<u>Voting Units</u>	<u>Non-Voting Units</u>
MARY SUSAN BLOUT	Consulting Services and Project Management Attorney costs, licensing fees, and application costs	\$	360.0	3,240.0
DENIS PINHONE DOS SANTOS	\$	\$	240.0	2,160.0
ANGELINA VENTOURIS	\$	\$	150.0	1,350.0
STEVEN BYRNE	\$	\$	150.0	1,350.0
DYLAN HANDY	\$	\$	60.0	540.0
BRIAN COLLINS			40.0	360.0
Total		\$	1,000.0	9,000.0

The Members affirm all other provisions of said operating agreement of said Company as if they were fully and completely rewritten herein.

IN WITNESS WHEREOF, the undersigned Members in acknowledgment of the **SECOND AMENDMENT** herein created, sets their hands and seals this ____ day of March, 2021.

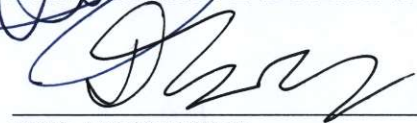
ORIGINAL SIGNATURES ON FILE



MARY SUSAN BLOUT



DENIS PINHONE DOS SANTOS



DYLAN HANDY



ANGELINA VENTOURIS



STEVEN BYRNE



BRIAN COLLINS

1
The first part of the

document is a

list of names

and addresses

of the

members of the

committee

**THIRD AMENDMENT TO
AMENDED AND RESTATED OPERATING AGREEMENT
OF DMS TRINITY, LLC**

WHEREAS, DMS Trinity, LLC (hereinafter “Company”), a Massachusetts Limited Liability Company, with a Certificate of Organization filed with the Secretary of State of the Commonwealth of Massachusetts on April 19, 2019 and governed by an Restated and Amended Operating Agreement of January 2021 signed by its Members;

WHEREAS, the provisions of **ARTICLE 4.2** of said Amended and Restated Operating Agreement allows Additional Members to be admitted with the consent of all Members

WHEREAS, the Members have all consented to admitting **CARLA CHALHOUB** as Member of the Company;

WHEREAS, the provisions of **ARTICLE 4.12** of said Amended and Restated Operating Agreement allows for this action without a meeting;

WHEREAS, the Members’ execution of this Amendment shall be deemed consent to admit **CARLA CHALHOUB** as a Member pursuant to the terms of the Company’s Amended and Restated Operating Agreement, subsequent amendments, and provisions hereof.

WHEREAS, the execution of this Amendment by **CARLA CHALHOUB** shall be deemed acceptance as Member pursuant to the terms of the Company’s Amended and Restated Operating Agreement, subsequent amendments, and provisions hereof.

WHEREAS, the Members wish to amend and replace the **ARTICLE 2.5** and Schedule A of the Amended and Restated Operating Agreement as stated below;

WHEREAS, the Member’s execution of this Amendment shall be deemed consent of the following Amendment pursuant to the terms of the Company’s Amended and Restated Operating Agreement;

NOW THEREFORE, the undersigned Members of the Company hereby amend said Operating Agreement as follows:

ARTICLE 2.5 shall be deleted in its entirety and a new **ARTICLE 2.5** shall be substituted as follows:

2.5 Allocation of Profits & Losses

Profits and Losses shall be allocated in proportion to the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned (hereinafter, “Capital Interests”). It is agreed that the allocation of Profits and Losses and Capital Interests of each Member in the Company shall be (unless otherwise modified by an agreed upon Additional Capital Contribution or in the case of issuance of a Profits Interest) as follows:

<u>Names</u>	<u>Allocation of Profits and Losses</u>	<u>Capital Interests</u>
DENIS PINHONE DOS SANTOS	51.50%	51.50%
MARY SUSAN BLOUT	12.00%	12.00%
ANGELINA VENTOURIS	15.00%	15.00%
STEVEN BYRNE	7.50%	7.50%
DYLAN HANDY	6.00%	6.00%
CARLA CHALHOUB	5.00%	5.00%
BRIAN COLLINS	3.00%	3.00%

SCHEDULE A shall be deleted in its entirety and a new SCHEDULE A shall be substituted as follows:

**OPERATING AGREEMENT
DMS TRINITY, LLC
SCHEDULE A**

<u>Name</u>	<u>Property Contribution</u>	<u>Value</u>	<u>Voting Units</u>	<u>Non-Voting Units</u>
DENIS PINHONE DOS SANTOS	All Costs Until HCA is Negotiated with Municipality.	\$250,000	515	4635
MARY SUSAN BLOUT	Consulting Services and Project Management, Attorney Costs, licensing fees and application costs	\$0	120	1080
ANGELINA VENTOURIS	\$250,000	\$250,000	150	1,350

STEVEN BYRNE	\$125,000	\$125,000	75	675
DYLAN HANDY	\$100,000	\$100,000	60	540
CARLA CHALHOUB	\$250,000	\$250,000	50	450
BRIAN COLLINS	\$100,000	\$250,000	30	270

The Members affirm all other provisions of said operating agreement of said Company as if they were fully and completely rewritten herein.

IN WITNESS WHEREOF, the undersigned Members in acknowledgement of the **THIRD AMENDMENT** herein created, sets their hands and seals this 15th day of March 2022.

ORIGINAL SIGNATURES ON FILE



[Mary Susan Blout \(Mar 16, 2022 17:47 EDT\)](#)

MARY SUSAN BLOUT




[Denis Pinhone Dos Santos \(Mar 16, 2022 17:48 EDT\)](#)

DENIS PINHONE DOS SANTOS



[Dylan Handy \(Mar 16, 2022 19:03 EDT\)](#)

DYLAN HANDY



[Angelina Ventouris \(Mar 16, 2022 17:59 EDT\)](#)

ANGELINA VENTOURIS



[Steven Byrne \(Mar 16, 2022 18:10 EDT\)](#)

STEVEN BYRNE



[Brian Collins \(Mar 16, 2022 19:13 EDT\)](#)

BRIAN COLLINS



[CARLA CHALHOUB \(Mar 16, 2022 20:12 EDT\)](#)

CARLA CHALHOUB











THIRD AMENDMENT TO OPERATING AGREEMENT FINAL














Final Audit Report

2022-03-17

Created:	2022-03-16
By:	Timothy Halpin (tim@bonacorsoins.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI5NNnUpepoLEfV8Aw1hVpQYFJB88kq_E

"THIRD AMENDMENT TO OPERATING AGREEMENT FINAL" History

-  Document created by Timothy Halpin (tim@bonacorsoins.com)
2022-03-16 - 8:44:42 PM GMT- IP address: 198.0.138.181
-  Document emailed to Mary Susan Blout (mary.susan.blout@gmail.com) for signature
2022-03-16 - 8:48:50 PM GMT
-  Email viewed by Mary Susan Blout (mary.susan.blout@gmail.com)
2022-03-16 - 9:46:28 PM GMT- IP address: 74.125.210.45
-  Document e-signed by Mary Susan Blout (mary.susan.blout@gmail.com)
Signature Date: 2022-03-16 - 9:47:00 PM GMT - Time Source: server- IP address: 66.30.23.144
-  Document emailed to Denis Pinhone Dos Santos (denispinhone@gmail.com) for signature
2022-03-16 - 9:47:02 PM GMT
-  Email viewed by Denis Pinhone Dos Santos (denispinhone@gmail.com)
2022-03-16 - 9:47:57 PM GMT- IP address: 172.225.170.106
-  Document e-signed by Denis Pinhone Dos Santos (denispinhone@gmail.com)
Signature Date: 2022-03-16 - 9:48:35 PM GMT - Time Source: server- IP address: 172.225.132.235
-  Document emailed to Angelina Ventouris (atventouris96@gmail.com) for signature
2022-03-16 - 9:48:37 PM GMT
-  Email viewed by Angelina Ventouris (atventouris96@gmail.com)
2022-03-16 - 9:57:48 PM GMT- IP address: 172.58.129.139
-  Document e-signed by Angelina Ventouris (atventouris96@gmail.com)
Signature Date: 2022-03-16 - 9:59:37 PM GMT - Time Source: server- IP address: 172.58.129.139

-  Document emailed to Steven Byrne (housesbysteve1982@yahoo.com) for signature
2022-03-16 - 9:59:39 PM GMT
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2022-03-16 - 10:00:08 PM GMT- IP address: 209.73.183.39
-  Document e-signed by Steven Byrne (housesbysteve1982@yahoo.com)
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-  Document emailed to Dylan Handy (dylanh@tryelevate.com) for signature
2022-03-16 - 10:10:46 PM GMT
-  Email viewed by Dylan Handy (dylanh@tryelevate.com)
2022-03-16 - 11:02:40 PM GMT- IP address: 172.226.22.218
-  Document e-signed by Dylan Handy (dylanh@tryelevate.com)
Signature Date: 2022-03-16 - 11:03:20 PM GMT - Time Source: server- IP address: 174.197.150.28
-  Document emailed to Brian Collins (bc1cc2mc3@yahoo.com) for signature
2022-03-16 - 11:03:22 PM GMT
-  Email viewed by Brian Collins (bc1cc2mc3@yahoo.com)
2022-03-16 - 11:10:32 PM GMT- IP address: 209.73.183.39
-  Document e-signed by Brian Collins (bc1cc2mc3@yahoo.com)
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-  Document emailed to CARLA CHALHOUB (carlac444@aol.com) for signature
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-  Email viewed by CARLA CHALHOUB (carlac444@aol.com)
2022-03-16 - 11:34:21 PM GMT- IP address: 172.225.132.234
-  Document e-signed by CARLA CHALHOUB (carlac444@aol.com)
Signature Date: 2022-03-17 - 0:12:54 AM GMT - Time Source: server- IP address: 24.218.184.26
-  Agreement completed.
2022-03-17 - 0:12:54 AM GMT

**DMS TRINITY, LLC
CERTIFICATE OF ORGANIZATION**

This Certificate of Organization is filed with the Secretary of the Commonwealth of Massachusetts as of this 19 day of April, 2019, in relation to **DMS TRINITY, LLC**.

1. Name of Limited Liability Company. The name of the Limited Liability Company is **DMS TRINITY, LLC** (the "Company").

2. Address of office of the Company. The street address of its principal office in the Commonwealth of Massachusetts is 38 Gould Street, Stoneham, Middlesex County, Commonwealth of Massachusetts 02180.

3. Resident Agent. The name and address of the resident agent of the Company is:

MARY SUSAN BLOUT
38 Gould Street
Stoneham, Massachusetts 02180

4. Term. The term of the Company commenced upon the filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts and shall continue in perpetuity unless the Company is earlier dissolved in accordance with either the provisions of the Operating Agreement or the Massachusetts Limited Liability Company Act.

5. Manager. The name and address of the Manager of the Company is:

MARY SUSAN BLOUT
38 Gould Street
Stoneham, Massachusetts 02180

6. Business of the Company. The Company may engage in any lawful business permitted by the Massachusetts Limited Liability Company Act, M.G.L. chapter 156C, or the laws of any jurisdiction in which the Company may do business, including, but not limited to engaging in the business of producing, manufacturing and distributing goods as a retailer or wholesaler; to provide consulting and advisory services to other retailers, manufacturers, producers and wholesalers engaged in similar businesses; and to undertake and of making investments of all kinds and descriptions for profit, and to engage in any and all activities related there to.

7. **Execution of documents relating to real property.** The name and address of the Manager who is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court is:

MARY SUSAN BLOUT
38 Gould Street
Stoneham, Massachusetts 02180

Executed on behalf of the Company by **MARY SUSAN BLOUT** being the Manager of the Company, this 19 day of April, 2019.


MARY SUSAN BLOUT, Manager

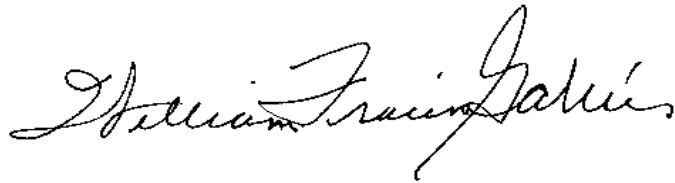
I, **MARY SUSAN BLOUT**, hereby accept appointment as Resident Agent of **DMS TRINITY, LLC**


MARY SUSAN BLOUT

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 19, 2019 03:31 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DMS TRINITY LLC
38 GOULD ST
STONEHAM MA 02180-3824

050000

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DMS TRINITY 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, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

July 3, 2025

TO WHOM IT MAY CONCERN:

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

DMS TRINITY, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 19, 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: **DENIS PINHONE DOS SANTOS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DENIS PINHONE DOS SANTOS, NICOLE APOSTOLAKOS**

I also certify that the names of all persons authorized to act with respect to real property listed in the most recent filing are: **DENIS PINHONE DOS SANTOS**



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

Processed by: BOD

QC by: *Sam*



Capitalization Table

Denis Pinhone Dos Santos	90.5%
Brian Collins	4%
Tiffany Palmer	2%

BONACORSO

Established Since 1956



October 15, 2024

DMS Trinity LLC
36 Charles Street
Chelsea MA 02148

RE: Insurance for Cannabis Retail Store

Dear Denis,

This letter serves as confirmation, our office, has hard copy approved quotations for your Cannabis Retail Store endeavor.

Our office can provide your company the following lines of business insurance:

- General/Product Liability: \$1mm per occurrence, \$2mm aggregate with deductible max: \$5,000
- Auto Liability
- Bonding
- Business Personal Property
- Business Income/Loss of Rents
- Crime
- Cyber Liability
- Employee Dishonesty
- Employment Practices Liability
- Inland Marine
- Motor Truck Cargo
- Professional Liability
- Umbrella/Excess Liability
- Workers Compensation
- Health, Dental, Vision, Short and Long Term Disability, and Life insurance coverages

If you need any additional information or have any questions, feel free to call me.

Thanks for your business,

A handwritten signature in black ink, appearing to read 'Michael Bonacorso', written over a horizontal line.

Michael Bonacorso, Vice President



trinity naturals

DMS Trinity, LLC

BUSINESS PLAN

EXECUTIVE SUMMARY

DMS Trinity, LLC is a Massachusetts cannabis retail store whose mission is to enable a diverse group of professionals to uncover cannabis's scientific potential, and to help set industry standards for retail operations.

With cannabis prohibition rapidly vanishing nationwide, DMS stands ready to provide opportunities for individuals who have been disproportionately impacted by Federal and State Law surrounding the war on drugs.

DMS will be a cannabis retailer. DMS may package and label manufactured goods produced in Massachusetts under its own retail store logo. With a focus on retail business, DMS will distribute high quality cannabis products at competitive prices and provide opportunities for qualified innovators with realistic ideas to enter the cannabis industry as partners with DMS. DMS intends to work with aspiring cannabis entrepreneurs who have ideas for new technology, research, and ancillary cannabis products. DMS will assist these innovators, and, after proper licensing, give them the ability to enter the market where they do not have necessary capital to do so otherwise.

DMS will encourage education and the dissemination of information regarding cannabis and its related products. DMS will bring together Massachusetts industry leaders for educational lectures at our retail space. It is DMS's goal to provide space for the development of a better understanding of cannabis and help remove the decades long stigma unnecessarily associated with marijuana.

DMS intends to open its retail location in the City of Malden, Massachusetts and provide the residents of Malden and surrounding communities a convenient, accessible, safe, locally owned, staffed, and operated marijuana retail store. DMS will be open convenient hours so clients have multiple times to visit and purchase.

DMS aims to provide a safe and modern retail purchase environment utilizing local talent of all ages, races, creeds, sexual orientations, to share with Malden both CBD and THC based products in flower and derivatives – edibles, infused beverages, topicals, vapes, and concentrates.

In addition, DMS is a company is majority woman and minority owned and operated business, with a specific focus on providing a living wage to its employees. The business was started by two women who saw an opportunity to shift the tide of drug abuse they have seen plaguing communities throughout the Country. Each is a mother of three children and have seen the devastating impact of the opioid crisis. The goal was to use the legalization of cannabis for education and to provide a less harmful option to help combat this crisis.

DMS's commitment to hiring minorities, LGBT-Q, and woman to staff and manage the operation is a central part of its mission and identity. DMS will employ both upstanding local community members and those who may have had a previous criminal infraction related to cannabis. DMS intends to meet the hiring requirements of the Massachusetts Cannabis Control Commission. DMS will implement rigorous due diligence and quality assurance protocols to ensure products sold are of the highest consistency and quality and our staff will provide a best-in-class customer experience. Our local approach will provide high paying jobs to Malden residents while obtaining our product locally in order to prevent profits from leaving the greater Malden area.

With its singular focus on retail sales, and with multiple letters of intent with licensed manufacturers and growers already in its possession, DMS has a significant advantage over other companies seeking licensure. DMS anticipate \$7.644-8.736mm in revenue for the first year with no likely profit margin in year one. DMS intends to support financial and educational programs in Malden, including scholarships. DMS will also provide financial support to addiction services and educational curriculum for pre-school through high school students in the public, charter, and private schools in Malden; as well as a 3% excise tax to help improve City services. In

addition, DMS will be highly focused on utilizing local businesses, this in turn will increase money spent in our City and allow for more locally based jobs to be created.

Mary Susan Blout will be managing the retail operations and has a group of investors who have much experience in retail sales, social media, marketing, and capital to assist her. In addition, DMS has an on-staff Pharmacologist and DMS is working with Cannabis Retail Consultant who will assist in the hiring and setting up of the operation and its policies and procedures.

MARKET ANALYSIS

Due to municipal regulatory barriers and a lengthy application process, the Massachusetts recreational cannabis market has a much slower operation process than other recreational states. The Cannabis Industry in Massachusetts has just begun to expand and has done so methodically and slowly allowing those who can meet the high barriers to entry to have a reasonable period of time to develop their brand and client base. DMS hopes to be operational in early to mid 2020.

Massachusetts adult use recreational market is expected will grow from \$800 million in 2019 to \$1.1 billion in 2020. Headset, a national analysis firm, said cannabis sales in the adult-use market are divided as follows: 21-29-year old have 23% market share; 30-39-year-old's have 36% market share; 40-49-year old's have 26%; market share; and 50+ year olds have 17% market share. The average male customer is 37 years old and accounts for 68.9% of the market, while the average female customer is 38 and takes 31.1%. Consumers spend between \$25 - \$50 per trip, with 8.2% of consumers spending more than \$100.

All entrants to the City of Malden market have the ability to enter at the same time. There are a large number of licenses available for the size of the population; however, most bordering cities and towns have a moratorium on the retail sale of Cannabis at this time. This will have the effect of pushing demand into the Malden market.

MARKETING AND SALES PLAN

DMS's business is technology driven and will utilize all social media marketing tools available to reach the adult recreational cannabis consumer. The key message to the public is

DMS is part of a newly regulated industry and it intends to work closely with regulators to provide a safe and secure environment for every adult to enjoy the benefits of Cannabis.

As allowed under Massachusetts Law and Cannabis Control Commission regulations, DMS intends to use the following various media platforms to reach the adult marketplace such as:

- Media advertising (newspaper, magazine, television, radio);
- Seminars or business conferences;
- Facebook, Twitter, Snapchat;
- Word of Mouth; and
- Fixed signage.

AWARENESS OF POSITION

DMS possesses a complete self-awareness of its position within the market. As a new start-up, DMS must demonstrate its ability to compete while addressing the concerns and challenges facing the cannabis industry. While as a new start-up, DMS certainly faces challenges, it also possesses unique strengths that make it well situated to experience great success. Those strengths are:

- A highly developed industry network;
- A high value market;
- Positive relationship with local decision-makers;
- Long-term retail development focus;
- Proactive compliance with well-established controls;
- Technology assets in place;
- Letters of Intent for supply chain needs;

The challenges DMS faces include:

- High startup and operational capital in a relatively new field;
- New to the market;
- Limited or higher cost for access to banking;
- Unexpected regulatory changes;
- Overcoming years of stigma; and
- High state and federal taxes.

These challenges and strengths combine for significant opportunity. Among the opportunities DMS foresees are:

- Its position as an early participant in the potentially \$100B industry in the United States and worldwide;
- Its position as one of the first cannabis businesses in Malden;
- Its possession of a dynamic management team seeking to take advantage of technology, development opportunities and its own unique internal strength borne of an enormously diverse founders group;
- Its ability to expand both locally and nationally as other states expand legalized recreational cannabis.

FINANCIAL PROJECTIONS

With these factors in mind, DMS has set forth financial projections demonstrating its ability to reach stabilization within a short period of time. These financial projections are based various best guesses, taking into account industry age, demographics, increasing competition etc. As a private company these projections are confidential and can be presented for private viewing.

SUMMARY

DMS will be next generation start-up bringing diversity, technology, education and a commitment to its community to Malden. With a focus on promoting the interests of underrepresented populations and encouraging entrepreneurialism among impacted communities, DMS will help in paving the way towards a business community whose interests go beyond profits to the best interests of its clients and neighbors.



Energy and Environment

Energy

DMS TRINITY LLC, will seek to identify opportunities to reduce energy usage and costs through energy efficient equipment and operations and provide a plan for implementation of such opportunities. Lighting in the retail space, cultivation, and back-office operations. Heating and air conditioning are also large drivers of energy use.

DMS TRINITY LLC, will seek energy professionals who will review facility and equipment needs and make recommendations for optimal facility equipment choices based on energy usage.

DMS TRINITY LLC, will seek strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage). As well, renewable energy such as solar panels will be considered to reduce and stabilize energy costs.

Transporters and Delivery

DMS TRINITY LLC, where allowed to operate as a transporter/delivery operator, recognizes this to be different from other license types because their energy use is derived primarily from vehicles instead of buildings. **DMS TRINITY LLC**, will utilize vehicles that are Hybrid or electric platforms or use alternative fuels – such as biodiesel, electricity, and natural gas – help to reduce carbon emissions.

Energy Efficiency Standards & Reporting for Cultivation Facilities

DMS TRINITY LLC, where allowed to perform cannabis cultivation with three energy uses: (i) horticultural lighting; (ii) dehumidification; and (iii) HVAC. To mitigate the impact of increased energy usage, and associated costs and greenhouse gas emissions, **DMS TRINITY LLC**, will follow specific operational requirements adopted for Cultivation Facilities in the adult-use and medical-use marijuana regulations.

DMS TRINITY LLC, will document compliance with the energy efficiency requirements of the regulations, materials must be submitted at three different points in the licensure/renewal process and be maintained throughout operations:

- Application: A Cultivation Facility must maintain written operating procedures that demonstrate compliance with the energy efficiency standards in the regulations. A summary of such procedures must be submitted as part of the Management and Operations Profile
- Architectural Review: As part of the Architectural Review process, building and equipment information should be submitted at the same time as building plans after receipt of a Provisional License
- Operations & Renewal: A Cultivation Facility must continue to maintain written operating procedures on energy usage for the duration of its operations. When it comes time for renewal, a Cultivation Facility must provide information regarding its energy and water consumption usage. This information must be included every year that a renewal application is submitted.

Building Envelope

DMS TRINITY LLC, will update where possible building insulation, roofs, windows, doors, walls, etc. Having a tight building envelope is fundamental to good energy performance to prevent: wasted energy, increase energy costs, and may help with ancillary impacts like escaping smell.

Lighting

DMS TRINITY LLC, where allowed to have a canopy containing mature plants at any point in time, including all of the space(s) within the boundaries, Canopy may be noncontiguous, but each unique area included in the total Canopy calculations shall be separated by an identifiable boundary which include, but is not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total Canopy calculation.

Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/mother plants, propagation, vegetation, flowering, and harvest).

Horticulture Lighting Square Footage (HLSF) means Canopy.

Horticulture Lighting Power Density (HLPD) is a measure of total watts of HLE per total Horticulture Lighting Square Footage ($HLE / HLSF = HLPD$), expressed as number of watts per square foot.

Indoor and some greenhouse cultivators use HLE to grow plants. These lights are very powerful and have significantly higher energy use and light intensity compared to typical screw-in light bulbs. As there are numerous horticultural lighting technology options, the regulations set forth two lighting compliance options to provide flexibility for Cultivators to make technology decisions that meet the requirements. It is important to note that long-term exposure to horticultural lighting may impact vision. Eye safety protocols must be established prior to the time of initial operations and regularly updated and implemented as part of the Cultivation Facility's detailed written operating procedures.

These eye protection requirements are in addition to any other safety protocols required under state, federal, or local law (e.g., OSHA).

Cultivators must demonstrate compliance with either: (1) the HLPD standard; or (2) the Horticultural Lighting Qualified Product List (Horticultural QPL):

1. HLPD: HLPD must not exceed 36 watts per gross square foot, but for Tier 1 and Tier 2 which must not exceed 50 watts per square foot.
HLPD is a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, expressed as number of watts per square foot. (HLE / HLSF = HLPD)
2. Horticultural QPL: All horticultural lighting used in a facility must be:
 - listed on the current Design Lights Consortium Solid-State Horticultural QPL or other similar list approved by the Commission as of the date of license application, AND
 - lighting Photosynthetic Photon Efficacy (PPE) is at least 15 percent above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 micromoles per joule ($\mu\text{mol}/\text{J}$).
3. Eye safety plan that includes the following
 - Safety protocols related to eye safety for those exposed to horticultural lighting;
 - Communication plan for how eye safety protocols will be communicated to employees;
 - How protective eyewear will be provided for anyone coming in to contact with active horticultural lights;
 - Signage that will be used to remind workers of eye safety;
 - Affirmation that the safety protocols will be reviewed and updated by the Cultivation Facility on an annual basis.

HVAC & Dehumidification Systems

DMS TRINITY LLC, where allowed to have HVAC and dehumidification for use in a Cultivation Facility Will use air conditioning to cool the air to offset heat generated from lighting.

Dehumidification is necessary to remove water, used by plants, from the air. The regulations require HVAC and dehumidification systems to meet Massachusetts Building Code requirements.

To demonstrate compliance, **DMS TRINITY LLC**, will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meets the Massachusetts State Building Code as specified in the regulations and that such systems have been evaluated and sized for the anticipated loads of the facility. The Professional Engineer (PE) providing the Energy Compliance Letter may also serve as a Licensed Mechanical Engineer, if the PE license covers mechanical engineering. The letter must include the following information:

- Certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet the Massachusetts State Building Code, and that HVAC and dehumidification equipment have been evaluated and sized for the loads of the facility;
- Total of tons of refrigeration (TR), thousands of British thermal units (BTUs) per hour (MBH), and a listing of all HVAC equipment to be installed.
- Total of tons of dehumidification (TD), and a listing of all dehumidification equipment to be installed, supported by equipment data sheets.
- Details about energy recovery equipment installed as part of the ventilation system.
- A listing of all odor mitigation equipment to be installed.

Exemptions

Indoor cultivation facilities may be exempt from the regulatory requirements for horticultural lighting, HVAC, and dehumidification systems if they are generating 80% or more of the total annual onsite energy use for all fuels (expressed on a MWh basis) from:

A clean or renewable generating source

- Solar photovoltaic or solar thermal electric energy
- Wind energy
- Ocean thermal, wave, or tidal energy
- Fuel cells using eligible Renewable Energy Portfolio Standard (RPS) Class I renewable fuel
- Landfill methane gas
- Hydroelectric
- Low-emission, Advanced Biomass Power Conversion Technologies using Eligible Biomass Fuel
- Marine or hydrokinetic energy
- Geothermal energy

Renewable thermal generation

- Air-Source Heat Pump
- Ground Source Heat Pump
- Deep Geothermal Heat Exchange Solar Thermal, Woody Biomass, Biogas
- Liquid Biofuels
- Compost Heat Exchange System

Operations & Renewal

DMS TRINITY LLC, where applicable shall maintain written operating procedures on energy usage for the duration of its operations. **DMS TRINITY LLC**, will continuously re-evaluate opportunities for energy conservation and the mitigation of their environmental impact as their operations are ongoing.

DMS TRINITY LLC, will provide energy and water reporting as part of the annual license renewal requirement.

Annual Energy and Environmental Reporting

1. **DMS TRINITY LLC**, where applicable will use the Cannabis PowerScore for annual reporting for electricity consumption. If non-electric fuels, such as natural gas consumption, other delivered fuels or clean or renewable energy generation are not yet available on the Cannabis PowerScore at the time of renewal, facilities may submit monthly usage information in a separate format.
2. **DMS TRINITY LLC**, where applicable will create an account on <https://www.cannabispowerscore.org> by clicking the “sign up” link, this will allow you to save work and return to it later. Creating an account is not required.
3. Complete information about your facility. The more information provided, the more you will learn in comparing to other facilities.
4. On the annual totals page, a **DMS TRINITY LLC**, where applicable will provide the following information,
 - Monthly

1. Electricity consumption (kWh and KW)
 2. Natural gas consumption (Therms) (*if available*)
 3. Other delivered fuels (specify fuel, gallons) (*if available*)
 4. Water consumption (gallons)
 5. Clean or renewable energy generation (kWh) (*if available*)
- Annual
 1. Total cannabis flower and byproduct (grams)
 2. Complete your submission.
 3. Print final Cannabis PowerScore report and include it as part of renewal application. Please ensure the following information is included on the printed submission:
 - Cannabis PowerScore report number
 - Production efficiency – grams per kwh
 - Monthly energy consumption/generation and water usage breakdown

Best Management Practices

A. Guidance on Best Management Practices for Water Use

Cannabis, whether in the form of industrial hemp or marijuana, has varying requirements in water and nutrient levels based on the method of cultivation.

Location of Facility and Source of Water

Water Use

DMS TRINITY LLC, where applicable will work with the municipality operating in around water it is allocated to use per year.

Seeds vs. Clones

DMS TRINITY LLC, where applicable, will strive to use seeds as they are known to be hardier and more resistant to stress and disease, and even though they need more water initially, the growing period for seeds is shorter than that of clones.

Outdoor Cultivation

DMS TRINITY LLC, where applicable, will review water needs, based on region, variety, and planting date. As outdoor large-scale cultivation of cannabis is new to Massachusetts, there is no data yet to confirm exact amounts of water required.

DMS TRINITY LLC, where applicable recognizes cannabis, requires most of its water be received by the plant within the first six weeks of cultivation, while metrics generally list watering averages over the lifespan of the plant. Flowering of the plant significantly decreases water uptake. Within that six-week period, it is critical that the plant experience neither drought nor flooding. Dry conditions hasten maturity and stunt the growth of the plant, whereas puddled areas of a field will kill seedlings within two days if not drained appropriately. Soil composition and conditions play a critical role in this.

DMS TRINITY LLC, where applicable recognizes varieties respond differently across agricultural regions, with variability in height, biomass, and chemical composition. It has been

found that it may take up to three years to develop a localized strain that is acclimatized to the conditions set forth in the region.

Indoor Cultivation

DMS TRINITY LLC, where applicable recognizes the benefit of indoor growing lies in being able to control the elements of the plant's environment and be able to produce multiple harvests in a year. This method of growing is much more intensive in its usage of energy, water, and chemicals. There are many different methods of cultivating the plants themselves. These methods include:

- Hydroponics (water medium)
- Pots/trays (soil medium)
- Aeroponics (plant suspended on wall, not as common)

In the more typical methods of cultivation (namely soil and hydroponics), medical marijuana studies have estimated that indoor grows require watering in quantities of 98"/room-year, or 40 gallons/room-day (one room = 250 sq. ft.).¹⁹ Hydroponically grown cannabis is much more water intensive than other crops. When grown indoors, however, facilities have the capacity to set up recycling systems that clean and filter used water to be recycled back into irrigation; which helps negate the amount of freshwater input into the system. Treating water and reusing treated water are activities that are regulated by MassDEP and require permits.²⁰ This water would need to be changed periodically, and nutrient levels can reach unusable points for the plants if not applied correctly.

DMS TRINITY LLC, where applicable for non-cannabis crops, indoor cultivation facilities with natural sun and/or ventilation present appear to provide a more balanced method of cultivation, as they are less energy and water intensive than a sealed indoor facility.

Monitoring and Reporting

DMS TRINITY LLC, where applicable recognizes water as a crucial resource in the growth of cannabis and in the functioning and operations of cannabis growing facilities. In addition to plant needs, water is also used for heating, processing, sanitary purposes, and landscaping on the property. Minimizing water loss from leaks as well as monitoring total water use as a complement to instituting best management practices help advance the water conservation goals of the Commonwealth.

DMS TRINITY LLC, where applicable will:

- install water meters;
- conduct regular water audits to determine the amount and location of water use;
- develop and implement a water savings strategy; and
- repair all leaks as quickly as possible.

Water Application Methods

1. **DMS TRINITY LLC**, where applicable recognizes there are several different methods of water application are used as standards in the horticultural industry. Whereas outdoor fields rely mostly on rainfall or irrigation in cases of drought, indoor facilities must install their own application systems. The most commonly used methods are as follows:
Flood tables utilize large, shallow tables that flood usually on an automated system and provide a layer of water and/or nutrients to plants growing in hydroponic mediums. Large

amounts of water are used for this method, but the water can be recycled through the system and used again after treatment via filtration and cleaning.

2. *Drip watering* involves irrigation systems that feed directly to each plant through thin drip tubes. The amount of water can be controlled directly or on an automated schedule, and virtually eliminates excess water waste or runoff from the plants.
3. *Wick systems* employ a reservoir that provides water and nutrients for a plant via capillary action through wicking material. Seedlings and newly vegetating plants are occasionally watered with this method since it is a simple system that does not require machinery or electricity. However, it is insufficient in supplying large plants with greater water needs.
4. *Hand watering* is one of the most common practices used since it requires relatively little equipment and expense initially or in maintenance. However, the amount of applied water varies greatly between applicators and there is a much larger potential for water being wasted through either over application or by missing the plant root systems. If hand watering is being used, the facility should have a good operating procedure on how to hand water.
5. *Aeroponics* uses spray nozzles to mist the stem or roots with nutrients. Larger operations will put the stem/root in a channel and have the spray nozzles line the channel, while others may use the bucket system in which the nitrified water and air are maintained in buckets.
6. *Nutrient film technique (NFT) Systems* use a very shallow nutrient solution that runs downward in a tube or tray toward the reservoir where it is reused. It is best used on smaller plants with a short crop cycle.
7. *Water culture systems* are systems where plants are suspended so roots hang down in nutrient solution and the reservoir is continually aerated.

Wastewater Disposal

DMS TRINITY LLC, where applicable recognizes indoor facilities utilize water recapture methods to save money and energy in their operations; this could be done through drain pipes and lines, ditches, dehumidifiers, or condensation recapture modules. The recaptured water requires treatment if it is to be reapplied to plants to prevent the growth and spread of microbial pathogens and to reduce the amount of ionic and toxic elements that can be introduced to the water through the addition of nutrients. Common practices include carbon filtration, which neutralizes salinity and other inorganic materials in the water, and reverse osmosis, which allows for close to 97% reuptake but produces a brine that is difficult to dispose of. Other chemicals may be added to clean the water before reapplication to reduce microbe levels.

DMS TRINITY LLC, may also employ the use of an aerobic treatment unit to reduce chemical and microbial levels in the returned water to a satisfactory level.²¹ Studies have shown that there is no significant difference in plant growth between the use of recycled water versus the use of freshwater.

Even with recapture methods, however, systems need to be flushed on occasion and new water introduced, especially in the event of pathogen outbreaks or from the presence of high levels of salts or ions that could be detrimental to crop growth and development. Water which is not reused must be discharged to a sewer or collected and stored in a certified holding tank for disposal at an approved facility. Note that water which is being disposed of cannot be discharged to an on-site septic system. If wastewater is being discharged out of the facility (e.g.,

to a Title 5 system, a sewer system, the ground, or surface waters), the proponent must contact their local

Best Management Practice Guides

DMS TRINITY LLC, where applicable recognizes water use on a crop should strike an appropriate balance between both agricultural needs for water and the need to conserve water. Conservation approaches include: proper irrigation scheduling in both timing (daily and seasonal) and volume, control of runoff, the uniform application of water, irrigation technologies, such as drip irrigation (where appropriate), and automated irrigation systems. The Massachusetts Water Conservation Standards (WCS) outline many approaches and best management practices that an agricultural entity should adopt that are environmentally and economically appropriate for their specific operation and site conditions. In addition, the WCS outlines standards and best approaches for indoor water use to ensure high levels of efficiency in structural items such as toilets and other water fixtures.

DMS TRINITY LLC, where applicable recognizes three best management practice categories listed below that are considered high priority and should be implemented, to the greatest extent practicable, by all cannabis growers. These practices, along with some others, can help reduce or mitigate strains to disposal and environmental systems and improve water and energy efficiency.

1. Soil health

- Determine the soil needs and develop a soil health management system to improve the health and function of the soil. Soils are an ecosystem that can be managed to provide nutrients for plant growth, absorb and hold rainwater for use during drier periods, filter and buffer potential pollutants from leaving fields, serve as a firm foundation for agricultural activities, and provide habitat for soil microbes to flourish.
- Consider using compost to help promote the health of the soil.
- Maintain adequate soil moisture based on crop needs for optimum plant growth without causing excessive water loss, erosion, or reduced water quality.

2. Watering methods

- Use water in a targeted, planned, and efficient manner with appropriate amounts and frequency to meet the needs of the crop without excessive water loss.
- Automation of watering systems is critical to reducing water waste and decreasing variability in plant health through overwatering. If automation is not financially feasible, water nozzles and other flow-reducing systems should be put in place to monitor and check flow rates.
- Micro-irrigation systems, such as subsurface drip irrigation, should be adopted if the facility is designed to be compatible for it.
- Establish an irrigation schedule based on the specific needs of the crop.
- Irrigation system efficiency should be evaluated on an annual basis.
- Where sprinkler systems are used for irrigation, the systems should be capable of uniform application of water with minimal evaporative loss and minimal surface run-off.

3. Water capture and reuse

- A water recapturing system should be used to recycle and reuse water so as to reduce the total amount of water used. Systems can include ones that capture

water from watering the plant and reusing and/or capturing water condensation from the HVAC system.

- Explore the options of capturing and using rainwater.

Other:

- Be knowledgeable of the municipal and state laws relative to water use.
- Choose a site that can manage the amount of water that will be used and will not impact other water users.
- Cultivators should consider utilizing greenhouses and outdoor settings to reduce the amount of energy and water required to maintain plant health.
- Monitor and document your water use.
- If cultivating outdoors, growers should be mindful of all other relevant agricultural and environmental protection regulations in place regarding watershed areas, buffer zones, irrigation runoff, erosion control, and soil amendments.
- Ensure that the appropriate dilution rates and application schedules are followed for any nutrients or cleaning solutions that are being used during cultivation or in treating water. Over application can lead to unnecessary contaminant levels in the water or poor plant health and require further treatment, more frequent system.

B. Guidance on Best Management Practices for Waste Management

Managing Solid Waste Materials

Under the waste ban regulations, the Massachusetts Department of Environmental Protection (MassDEP) considers cannabis plant material to be “commercial organic material.” This material is banned from disposal in the trash if a business generates one ton or more per week for disposal. If **DMS Trinity LLC** generates 1 ton or more of commercial organic material per week for disposal, it would need to divert this material from disposal, typically to a compost or anaerobic digestion operation. If **DMS Trinity LLC** generates less than 1 ton of plant material per week, the material may be disposed of in the trash, and per MassDEP **DMS Trinity LLC** would work to compost where possible.

Composting or AD

According to 935 CMR 500.105(12) cannabis plant parts and associated materials sent for composting or anaerobic digestion (AD) must first be ground and mixed with other organic materials such that the cannabis material is rendered unusable. Other organic materials may include growing media, soil, mulch, food waste, or agricultural material such as manure or other plant materials.

There are no unique requirements for hauling this material to a compost or anaerobic digestion facility. **DMS Trinity LLC** will work with the haulers currently servicing businesses in the area, or a hauler that has experience hauling other similar organic materials. The hauler will help determine which facility to deliver our material to, as well as the number and size of containers needed and if this cannot be found we will find a compost or AD facility accepting this material(s).

On-site composting:

In some cases, it may work well for an ME to compost materials on site. Composting on site requires sufficient space to construct and maintain a compost pile, as well as additional materials to mix with cannabis plant material to compost successfully.

Solid waste disposal:

DMS Trinity LLC will follow State requirements for disposing of cannabis waste must be ground and mixed with other solid wastes so that the material is rendered unusable. Suitable materials for mixing cannabis wastes for disposal include food waste, coffee grounds, manure, sawdust, or growing media. The best approach is to work with your existing waste hauler to provide this collection service. Cannabis wastes mixed with other solid waste can be brought to any permitted transfer station, landfill, or municipal waste combustion facility for disposal. Your solid waste hauler will typically determine the best nearby facility to deliver the waste to for disposal. A hauler can also help you determine what number and size of containers you need to meet your needs.

Storage, documentation, and recordkeeping:

Cannabis wastes will be stored in a secure and locked container and location prior to collection and two **DMS Trinity LLC** employees will witness and document how the marijuana waste is handled. **DMS Trinity LLC** where necessary will develop and maintain records for at least three years including:

1. How the cannabis waste is secured prior to collection;
2. The date the material is sent for composting, anaerobic digestion, or disposal;
3. The type and amount of material managed;
4. The name, location, and type of facility to which the material was delivered. The facility can provide a scale or load ticket that includes all of this information.
5. The manner of disposal or handling; and
6. The names and signatures of the two agents who witness the material management.

This three-year period is extended for the duration of any enforcement action and also may be extended by an order of the Commission.

Hazardous Waste Management

If, **DMS Trinity LLC** generates waste requiring it be managed as hazardous waste(s) such as: spent lighting, pesticides, solvents, used oil, or other chemicals used in facility operation and maintenance.

C. Guidance on Best Management Practices for Integrated Pest Management

DMS Trinity LLC shall use best practices to limit contamination including, but not limited to, mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm.

The Plant – *Cannabis sativa* L23

Cannabis can be grown outdoors as a field crop, indoors in greenhouses, or in grow rooms. Each cultivation method has specific pest and disease problems that may arise due to the different conditions presented by each setting. For example, the high humidity environment of a

grow room provides ideal conditions for fungal pathogens. Cannabis grown outdoors may be susceptible to vertebrate pests such as deer and mice as well as larger insect pests, such as stem borers. Whether the cannabis crop is grown indoors or outdoors, cultivators should be prepared with the knowledge to prevent, identify, and control pests using Integrated Pest Management.

Integrated pest management (IPM) is an approach to pest control that applies a combination of methods to manage pest problems. The primary objective of IPM is to prevent, reduce, or maintain pest populations at non-damaging levels by utilizing mechanical, physical, and biological controls to reduce the need for reliance on chemical pesticides. In Massachusetts, IPM is defined under 333 CMR 14.02 as:

A comprehensive strategy of pest control whose major objective is to achieve desired levels of pest control in an environmentally responsible manner by combining multiple pest control measures to reduce the need for reliance on chemical pesticides; more specifically, a combination of pest controls which addresses conditions that support pests and may include, but is not limited to, the use of monitoring techniques to determine immediate and ongoing need for pest control, increased sanitation, physical barrier methods, the use of natural pest enemies, and a judicious use of lowest risk pesticides when necessary.

IPM takes advantage of all available pest management strategies. It does not rely on a single pest control method, but rather establishes a way of evaluating the situation and determining the most environmentally safe or ecological solution.

The basic concepts that comprise an effective IPM strategy include:

1. Knowledge
 - o Identify the pests: accurate identification of pests is critical in determining the proper methods of control.
 - o Establish thresholds to determine when and if action is required to control pests before they reach damaging levels.
2. Prevention
 - o Inspect/quarantine plants entering closed environments to ensure you are not bringing in pests.
 - o Maintain controlled environments to inhibit growth of plant pathogens.
 - o Reduce habitat for potential pests such as poor drainage, standing water, or overgrown vegetation/weeds.
3. Monitoring
 - o Scout crops for evidence of pest damage. Use pest traps (like pheromone traps or yellow sticky cards) to determine presence and levels of insect pests.
4. Intervention
 - o If intervention is required to control pests, evaluate all the options to determine the least risky and most effective controls available, including cultural, mechanical, biological, and/or chemical methods.

Pesticide Use in Cannabis

DMS TRINITY LLC, where applicable will **follow** the prohibition under federal law, the United States Environmental Protection Agency (EPA) does not allow for the use of any registered pesticides in cannabis. Massachusetts pesticide laws follow federal laws, and thus registered pesticides cannot be applied to cannabis in Massachusetts. The Massachusetts Department of Agriculture has published an advisory regarding the use of pesticides on cannabis. As a result,

DMS TRINITY LLC, where applicable, will rely more heavily on other methods of management, as they have fewer available tools for use in pest control.

Indoor Cannabis Pest Prevention

Growing cannabis indoors is unique from other cultivation practices in that environmental factors such as ventilation and light are not naturally occurring. Instead, these inputs are produced and controlled by equipment. As with other crops, however, IPM starts with pest prevention.

DMS TRINITY LLC, where applicable will design and operate facilities to prevent the introduction and spread of pests.

Recommendations for indoor pest prevention include:

1. Keeping plants healthy: Healthy plants are more readily able to fight off pests or infections.
2. Sanitation: Keep your facility clean and organized. Seal potential points of entry for pests including cracks, crevices, and voids. Establish protocols to prevent pests from entering the facility on workers' clothing, shoes, or equipment.
3. Quarantine: Inspect all new plant material entering your facility for signs of infestation. Keep new plant material in a separate space for several days to ensure that signs of infestation do not present.
4. Maintain environmental conditions to minimize optimal pest habitat: Ensure humidity levels are appropriate and do not promote pathogen growth. Prevent standing water from forming and ensure that any reservoirs are sealed and filtered.
5. Inspections/monitoring: Regularly inspect plants for signs or symptoms of pest infestations. Place traps like yellow sticky cards in strategic locations to help detect early infestations of flying insect pests.

Outdoor Cannabis Pest Prevention

Cannabis grown outdoors is susceptible to a wide variety of pests including deer, insects, and fungi. Outdoor environments, by nature, are not as well controlled as indoor, and exclusion/prevention practices may be less effective against certain pests. In addition, the use of chemical controls is restricted, so cultural, mechanical, and biological controls have increased importance. **DMS TRINITY LLC**, where applicable will use the following outdoor cannabis pest prevention include:

1. Keeping plants healthy: Healthy plants are more readily able to fight off pests or infections.
2. Exclusion: Use fencing or netting to keep out unwanted pests like deer or birds.
3. Sanitation: Inspect all new plant material for signs of infestation. Keep new plant material in a separate location for several days to ensure that signs of infestation do not present.
4. Maintain field conditions to minimize optimal pest habitat: Remove any overgrown vegetation that may harbor insect pests. Prevent standing water and promote plant health.
5. Inspections/monitoring: Regularly inspect the crop for signs or symptoms of pest infestations. Place traps like yellow sticky cards in strategic locations to help detect early infestations of flying insect pests like moths or aphids.

Cannabis Pest Control Actions

DMS TRINITY LLC, where applicable will identify pest(s) using one or more of the four primary strategies available in a pest management program:

1. Cultural controls: Cultural controls modify the environment to make the cultivation operation an unaccommodating habitat for pests. They involve practices such as adjusting the irrigation schedule to combat root disease, reducing humidity to make the environment less hospitable to pathogenic fungus and shaping the canopy to facilitate superior airflow, or companion plantings to boost the populations of beneficial insects.

2. Mechanical controls: Mechanical controls use physical methods to trap, exclude, and remove pests, such as putting filters on air intakes, placing sticky traps in strategic locations to trap flying pests, removal of diseased plant material, or removal of weeds.
3. Biological controls: Biological controls utilize natural enemies (predators and parasites that deplete the health of a pest population) to directly attack pests. Biological control organisms can be extremely effective at maintaining pest populations below economic thresholds and preventing infestations from reaching damaging levels.
4. Chemical controls: Chemical controls should be used judiciously in any IPM program. Cannabis cultivators are limited in their options for chemical controls since Massachusetts prohibits the use of any pesticide with an EPA registration number. While there are minimum-risk (25(b)) pesticides available for use in cannabis cultivation, pesticides in general should not be used as a primary pest control method in cannabis.



Restricting Access to Individuals 21 or Older

In addition to the access restrictions stated in the Security measures, DMS Trinity/Trinity Naturals will:

- ensure that all employees and registered agents must be 21 years of age or older. *935 CMR 500.029 or 500.030.*
- ensure that all visitors must be 21 years of age or older. *935 CMR 500.002*
- ensure that all consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. *935 CMR 500.050(5)*



Inventory, Quality Control and Testing Procedures

1. DMS will maintain real-time inventory as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
2. DMS will:
 - a. establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products finished and stored marijuana;
 - b. conduct a monthly inventory of stored marijuana;
 - c. conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
 - d. promptly transcribe inventories if taken by use of an oral recording device.
3. DMS will maintain a record of each inventory which shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
4. DMS will tag and track all plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.
5. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
6. DMS will create virtual separation of the products.

DMS Trinity, LLC/Trinity Naturals is responsible for ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and

- Packaged in a secure area. *935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)*

DMS Trinity, LLC/Trinity Naturals is responsible to ensure that all agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

Any DMS Trinity, LLC/Trinity Naturals agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately. *935 CMR 500.105(3)*
- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. *935 CMR 500.105(3)*
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. *935 CMR 500.105(3)*
- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to *935 CMR 500.105(12)*. *935 CMR 500.105(3)*
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. *935 CMR 500.105(3)*
- All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3)*.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*
- Water supply shall be sufficient for necessary operations. *935 CMR 500.105(3)*
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. *935 CMR 500.105(3)*
- The establishment shall provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3)*
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. *935 CMR 500.105(3)*
- No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory. *935 CMR 500.140(9)*
- The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. *935 CMR 500.160(2)*



Personnel Policies Plan Including Background Check

DMS will maintain an employee manual intended to outline the guidelines, which govern the employment of all DMS personnel, and provide a general overview of the benefits and policies of DMS in accordance with applicable state and federal laws, and in compliance with policies and procedures of 935 CMR 500. The policies and procedures shall also include, but not be limited to, the following:

1. DMS shall have job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions. Positions include but are not limited to:
 - a. Budtenders
 - b. Front Door
 - c. Security
 - d. Cleaners
 - e. Marijuana or Edibles Packager
 - f. Manager
2. DMS shall maintain 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 DMS 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-hour related duty training
3. DMS shall maintain a staffing plan that will demonstrate accessible business hours.
4. DMS shall propagate personnel policies and procedures.

5. DMS shall perform all background check reports obtained in accordance with 935 CMR 500.030.

6. DMS shall insure that all employees properly report and record their time. The company will have an online portal for employees to enter and manage their time entries and pay slips. Vacation, personal/sick time and holidays will be discussed with all employees in advance of hire.

7. DMS shall provide its employees a workplace that is free of harassment, intimidation, or discrimination because of a person's race, religion, color, sex/gender, age, marital status, national origin, sexual orientation, citizenship, disability, veteran or military status, political belief, pregnancy, or any other characteristic protected by law. DMS will not tolerate such conduct. The DMS manual shall be executed by each employee setting forth that he or she has received a copy of the employee handbook and understands the policies and procedures.

8. DMS will immediately dismiss any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor per 935 CMR 500.105(1). DMS will do the following upon learning of a case of diversion:

- a. Diverted Marijuana, which shall be reported to Law Enforcement Authorities 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 any Other Jurisdiction.

Drug-Free Policy

As required by federal law, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited while on Trinity Naturals premises and/or while conducting Trinity Naturals business. If one participates in any of these activities, one is subject to disciplinary action by DMS Trinity, LLC up to and including termination of employment. Any employee who is convicted of a criminal drug violation in the workplace must notify the DMS Management within five calendar days after such conviction. DMS is required to report such information to the applicable federal government agency within ten days of receiving such notification. DMS is also required, within 30 calendar days of receiving notice, to take appropriate personnel action against the employee, up to an including termination, or requiring the employee to participate satisfactorily in an appropriate drug abuse assistance or rehabilitation program.

Confidentiality/Records Retention Policy

This policy encompasses all documents in all their forms, electronic and hard copy, throughout their lifecycle. Some examples are documents such as memos, contracts, account information, e-mails, etc. The following types of documents are among those covered by this policy:

- a. Accounting documents. This includes, but is not limited to, evidence of revenue, expense receipts, and other business transactions.
- b. Business records. This includes, but is not limited to, articles of incorporation, bylaws, corporate records, records associated with bond issuances, insurance policies, and binders.
- c. Tax records. This includes, but is not limited to, tax returns and documents used to support statements made in these returns.

- d. Personnel records. This includes, but is not limited to, resumes, applications, job descriptions, performance reviews, employment contracts, waivers signed by the employees, termination notices, and any document concerning an employee’s qualifications, promotion, transfer, compensation, discipline or termination.
- e. Legal records. This includes, but is not limited to, all documents regarding receipt, use and audits of use of federal funds, customer and supplier contracts, all programming related contracts and licenses, all litigation documents, all regulatory filings, and copyright and trademark registrations and patents.
- f. Electronic communications. This includes, but is not limited to, all e-mail, as email is a critical means of business communication and is subject to discovery in legal proceedings, as well as other forms of electronic communication such as instant messaging and web pages, which may also need to be retained.

Documents:

Accounts payable ledgers and schedules	8 years
Accounts receivable ledgers and schedules	8 years
Audit reports of accountants	Indefinitely
Bank reconciliations	8 years
Bank statements	8 years
Bond records	Indefinitely
Cash books	Indefinitely
Charts of accounts	Indefinitely
Checks (canceled, see exceptions below)	8 years
Checks (canceled for important payments, i.e., taxes, purchases of property, special contracts, etc.)	Indefinitely
Duplicate deposit slips	8 years
Electronic fund transfer documents	8 years
Expense analyses and expense distribution schedules	8 years
Financial statements (end-of-year, other months optional)	Indefinitely
General and private ledgers (and end-of-year trial balance)	Indefinitely
Invoices to customers	8 years
Invoices from vendors	8 years
Journals - Accounting	Indefinitely
Payroll records and summaries, pensions, payroll taxes	8 years
Petty cash vouchers	8 years
Purchase orders (purchasing department copy)	8 years
Receiving sheets	8 years
Subsidiary ledgers	8 years
Voucher register and schedules	8 years
Vouchers for payments to vendors, employees, etc. (including allowances and reimbursement of employees officers, etc., for travel and entertainment expenses)	8 years
W-4 forms	8 years
Notes receivable ledgers and schedules	8 years

Personnel Documents:

Accident reports and claims (settled cases)	8 years
Employee personnel records (after termination)	8 years
Employment applications	8 years
I-9s (after termination)	8 years after termination,
Immigration 0-1 files	8 years after termination
Insurance policies (expired)	Indefinitely
OSHA logs	8 years
OSHA Accident Logs	Indefinitely
Time books/cards	8 years

Business Documents:

Corporate Records (Articles of Incorporation; Board Minutes; By-Laws, etc.)	Indefinitely
Insurance policies and binders	Indefinitely

Tax Records:

Tax returns and worksheets, agents' reports, any documents relating to income tax liability	Indefinitely
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Real Estate and Physical Property Documents:

Construction documents	Indefinitely
Real Estate: Purchase/Sale Contracts, Leases, Licenses, Deeds, mortgages, , titles	Indefinitely
Depreciation schedules	Indefinitely
Inventories of products, materials, supplies	7 years
Property appraisals by outside appraisers	Indefinitely
Property records including costs, depreciation reserves, end-of-year trial balances, depreciation schedules, blueprints and plans	Indefinitely

Document Destruction Policy:

All paper documents that contain privileged and/or sensitive data in addition to those documents at “end of life” (end of retention period) that have been designated for destruction under this policy, are to be destroyed using a licensed and bonded third-party document destruction company. The destruction equipment will be brought on site and the destruction of the documents will be monitored by a designated person or persons assigned that responsibility under the supervision of DMS Management.



Maintenance of Financial Records

DMS shall maintain all business records including maintaining all records in conformity with CMR 500.105 (9)(e), which shall also include but will be not be limited to all 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 DMS, including members of the nonprofit corporation, if any.

Owner/Operator, Mary Susan Blout, is an experienced QuickBooks user. All daily financial transactions of the store will be captured in QuickBooks.

Robert G. Rice PC/Michele Summa will be providing accounting and tax services to DMS Trinity, LLC. Letter of Intent included. Michele Summa is familiar with the cannabis tax code, 280e.

DMS Trinity, LLC/Trinity Naturals is aware that it is prohibited from utilizing software or other methods to manipulate or alter sales data. *935 CMR 500.140(6) (required for retail only)*

DMS Trinity, LLC/Trinity Naturals shall conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data a. *935 CMR 500.140(6)*

DMS Trinity, LLC/Trinity Naturals shall maintain records that it has performed the monthly analysis. *935 CMR 500.140(6) (required for retail only)*

If DMS Trinity, LLC/Trinity Naturals determines that software or other methods have been installed/ utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. *935 CMR 500.140 (required for retail only)*

DMS Trinity, LLC/Trinity Naturals shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. *935 CMR 500.140(6) (required for retail only)*

DMS Trinity, LLC/Trinity Naturals shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales. *935 CMR 500.140(6) (required for retail only)*

If DMS Trinity, LLC/Trinity Naturals is co-located, DMS Trinity, LLC/Trinity Naturals will maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). *935 CMR 500.140(6) (required for retail only)*



DIVERSITY PLAN - Malden

By following M.G.L. c. 94G, § 4, DMS Trinity, LLC (DMS), will focus its practices, to promote equity in hiring and by choosing vendors who focus on the following groups:

1. 40% - People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people.
2. 40% Women.
3. 5% Veterans.
4. 5% People with disabilities; and
5. 15% LGBTQ+ individuals.

Goals

- DMS will provide quality jobs and a living wage to those of diverse backgrounds and have a staff that more accurately reflects the diversity of the City of Malden where we will serve people of all races, creeds, and orientations. DMS seeks to have a staff consisting of 1. 40% - People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; 2. 40% Women; 3. 5% Veterans; 4. 5% People with disabilities; 5. 15% LGBTQ+, and 6. 5% with prior drug convictions.
- DMS will always attempt to choose vendors of diverse backgrounds and who represent all races, creeds, and LGBTQ+. DMS seeks to vendors specifically consisting of 1. 10% - People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; 2. 10% Women; 3. 5% Veterans; 4. 5% People with disabilities; 5. 20% LGBTQ+.

Strategies/Programs

1. Where possible advertise employment, opportunities tailored to diverse demographics with career centers AND with local LGBT publications, as well as leveraging social media platforms – Facebook and Instagram, and work with our Community partners at Fenway Community Health/AIDS Action in Roxbury.
2. Distribute newsletters encouraging current employees to recommend individuals falling into the above-listed demographics for employment with local LGBT publications, as well as leveraging social media platforms – Facebook and Instagram, and work with our Community partners at Fenway Community Health/AIDS Action in Roxbury.
3. f. In choosing vendors, paying particular attention to those where equal representation of workers across LGBTQ+ community, where every worker, whether man, woman, somewhere in between or neither, is treated with equal respect, dignity, and opportunity.

Measurements

- DMS will do measure its success in hiring practices and diversity in vendors by reviewing the following:

1. Number of individuals from the demographic groups hired and retained after the issuance of a license.
2. Number of vendors from the demographic groups listed after issuance of a license
3. If we find we are not meeting our goals we will take additional action to hit our goals by utilizing additional community resources to reach an even broader employee base.
4. Plan progress will be documented annually at renewal.

Additional Requirements

1. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
2. 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.



DMS shall provide at all times adequate training and staffing to ensure success of DMS, its goals as a business and participation in the community. In furtherance of such success, DMS shall provide written training policies and staffing generally and in conformity with all regulations and recommendations set forth in 935 CMR 500.105 and as amended, including but not limited to agent training as hereinafter provided.

MARIJUANA ESTABLISHMENT AGENT TRAINING.

- a) DMS 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). At a minimum, staff shall receive eight hours of on-going training annually.
- b) Responsible Vendor Training.
 - 1) All current owners, managers and employees of DMS 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 attend and successfully complete a responsible vendor program to be designated a “responsible vendor.”
 - 2) 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) 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) DMS shall maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
 - 6) Certification Training Program Standards.
 - (a) No owner or employee of the responsible vendor program utilized by DMS shall have an interest in DMS;
 - (b) DMS shall require that the program providers utilized shall have submitted their programs to the Commission every two years for approval as a responsible vendor program;
 - (c) The program shall include at least two hours of instruction time;
 - (d) The program shall be taught in a real-time, interactive classroom setting where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified;

- (e) DMS shall require that the program provider utilized shall maintain its training records at its principal place of business during the applicable year and for the following three years;
 - (f) DMS shall require that the provider make the records available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours;
 - (g) The program shall provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee;
 - (h) Attendees who can speak and write English must successfully pass a written test with a score of 70% or better;
 - (i) Attendees who cannot speak or write English may be offered a verbal test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better; and
 - (j) DMS shall require that program providers shall solicit effectiveness evaluations from individuals who have completed their program.
- 7) Certification Training Class Core Curriculum.
- (a) Discussion concerning marijuana's effect on the human body. Training shall include:
 - (i) Marijuana's physical effects based on type of marijuana product;
 - (ii) The amount of time to feel impairment;
 - (iii) Visible signs of impairment; and
 - (iv) 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:
 - (i) How to check identification;
 - (ii) Spotting false identification;
 - (iii) Medical registration cards issued by the DPH;
 - (iv) Provisions for confiscating fraudulent identifications; and
 - (v) Common mistakes made in verification.
 - (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
 - (i) Local and state licensing and enforcement;
 - (ii) Incident and notification requirements;
 - (iii) Administrative and criminal liability;
 - (iv) License sanctions and court sanctions;
 - (v) Waste disposal;
 - (vi) Health and safety standards;
 - (vii) Patrons prohibited from bringing marijuana onto licensed premises;
 - (viii) Permitted hours of sale;

- (ix) Conduct of establishment;
 - (x) Permitting inspections by state and local licensing and enforcement authorities;
 - (xi) Licensee responsibilities for activities occurring within licensed premises;
 - (xii) Maintenance of records;
 - (xiii) Privacy issues; and
 - (xiv) Prohibited purchases and practices.
- (f) DMS shall utilize any other such training as determined by the Commission to be included in a responsible vendor training program.



Maintenance of Financial Records Record Keeping Procedures

DMS shall maintain all business records including maintaining all records in conformity with CMR 500.105 (9)(e), which shall also include but will not be limited to all 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 DMS, including members of the nonprofit corporation, if any.

Owner/Operator, Denis Pinhone dos Santos, is an experienced QuickBooks user. All daily financial transactions of the store will be captured in QuickBooks.

Robert G. Rice PC/Michele Summa will be providing accounting and tax services to DMS Trinity, LLC. Letter of Intent included. Michele Summa is familiar with the cannabis tax code, 280e.

DMS Trinity, LLC/Trinity Naturals:

- Will keep waste disposal as required under 935 CMR 500.105(12)
- Will upon closure of the establishment, all records will be kept for at least 2 years. 935 CMR 500.105(9)
- Will maintain their records in accordance with generally accepted accounting principles 935 CMR 500.105(9)
- Will maintain written operating procedures as required by 935 CMR 500.105(9)
- Will keep inventory records as required by 935 CMR 500.105(8). 935 CMR 500.105(9)

DMS Trinity, LLC/Trinity Naturals Seed to Sale SOR Electronic Tracking Records for all marijuana as required by 935 CMR 500.105(8)(e). 935 500.105(9)

The following personnel records shall be maintained:

- Job descriptions for each agent;
 - A personnel record for each agent.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030. 935 CMR 500.105(9)
- The following business records shall be maintained:
- Assets and liabilities;
 - Monetary transactions;
 - Books of accounts;
 - Sales records; and
 - Salary and wages paid to each employee. 935 CMR 500.105(9)
- Personnel policies and procedures, including, at a minimum, the following:
- Code of ethics;
 - Whistle-blower policy; and
 - A policy notifying persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link and includes provisions prohibiting discrimination and providing reasonable accommodations.

DMS Trinity, LLC/Trinity Naturals is aware that it is prohibited from utilizing software or other methods to manipulate or alter sales data. *935 CMR 500.140(6) (required for retail only)*

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