



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284841
Original Issued Date: 05/03/2023
Issued Date: 05/03/2023
Expiration Date: 05/03/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Kali Cannabis LLC

Phone Number: 813-778-1373
Email Address: suzanne@kalicannabis.com

Business Address 1: 405 Shearer St.	Business Address 2:	
Business City: Palmer	Business State: MA	Business Zip Code: 01069
Mailing Address 1: 405 Shearer St.	Mailing Address 2:	
Mailing City: Palmer	Mailing State: MA	Mailing Zip Code: 01069

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): 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: 51	Percentage Of Control: 51	
Role: Owner / Partner	Other Role:	
First Name: Suzanne	Last Name: Melanson	Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49 Percentage Of Control: 49

Role: Owner / Partner Other Role:

First Name: Evans Last Name: Klimavich Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 405 Shearer St.

Establishment Address 2:

Establishment City: Palmer Establishment Zip Code: 01069

Approximate square footage of the establishment: 2800 How many abutters does this property have?: 13

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	2022-12-21 Kali Cannabis LLC - HCA Certification Form.pdf	pdf	63a3b7d8522535000850a101	12/21/2022
Plan to Remain Compliant with Local Zoning	2022-12-21 Kali Cannabis LLC - Local Zoning Compliance.pdf	pdf	63a3b7d9522535000850a115	12/21/2022
Community Outreach Meeting Documentation	2022-12-21 Kali Cannabis LLC - COM Attestation and Attachments (Reduced Size).pdf	pdf	63a3b7dda0fd020008e4fc79	12/21/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	2023-02-09 Kali Cannabis LLC - Positive Impact Plan with Census Tracts.pdf	pdf	63e5445235eb060008863e5f	02/09/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**
First Name: Suzanne **Last Name:** Melanson **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner **Other Role:**
First Name: Evans **Last Name:** Klimavich **Suffix:**
RMD Association: Not associated with an RMD
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	2022-12-14 Kali Cannabis LLC - Articles of Incorporation.pdf	pdf	63a3b985a0fd020008e4fd45	12/21/2022
DUA attestation if no employees	2022-12-21 Kali Cannabis LLC - DUA Attestation.pdf	pdf	63a3ba03a0fd020008e4fd65	12/21/2022
Bylaws	2022-12-21 Kali Cannabis LLC - Operating Agreement.pdf	pdf	63a3ba4d522535000850a24c	12/21/2022
Department of Revenue - Certificate of Good standing	Good Standing Certificate - KALI CANNABIS.pdf	pdf	63a51e3b5225350008521488	12/22/2022
Secretary of Commonwealth - Certificate of Good Standing	2023-01-05 Kali Cannabis LLC - Good Standing (SOC).pdf	pdf	63b76846a0fd020008f26d32	01/05/2023

No documents uploaded

Massachusetts Business Identification Number: 001604328

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	2022-12-14 Kali Cannabis LLC - Business Plan (Updated).pdf	pdf	63a3bad1a0fd020008e4fd98	12/21/2022
Proposed Timeline	2022-12-14 Kali Cannabis LLC - Proposed Timeline.pdf	pdf	63a3bb01522535000850a2af	12/21/2022
Plan for Liability Insurance	2022-12-21 Kali Cannabis LLC - Letter of Intent to Bind.pdf	pdf	63a3bb15522535000850a2d3	12/21/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	2022-12-21 Kali Cannabis LLC - Security Plan.pdf	pdf	63a3bb4a522535000850a35c	12/21/2022
Storage of marijuana	2022-12-21 Kali Cannabis LLC - Storage of Marijuana.pdf	pdf	63a3bb4c522535000850a370	12/21/2022
Plan for obtaining marijuana or marijuana products	2022-12-21 Kali Cannabis LLC - Plan for Obtaining Marijuana.pdf	pdf	63a3bb4da0fd020008e4fe51	12/21/2022
Prevention of diversion	2022-12-21 Kali Cannabis LLC - Prevention of Diversion.pdf	pdf	63a3bb4fa0fd020008e4fe65	12/21/2022
Restricting Access to age 21 and older	2022-12-21 Kali Cannabis LLC - Restricting Access to Age 21 and Older.pdf	pdf	63a3bb51a0fd020008e4fe79	12/21/2022
Dispensing procedures	2022-12-21 Kali Cannabis LLC - Dispensing Procedures.pdf	pdf	63a3bb7e522535000850a3df	12/21/2022
Inventory procedures	2022-12-21 Kali Cannabis LLC - Inventory Procedures.pdf	pdf	63a3bb80522535000850a3f3	12/21/2022
Personnel policies including background checks	2022-12-21 Kali Cannabis LLC - Personnel Policies.pdf	pdf	63a3bb81a0fd020008e4fee4	12/21/2022
Quality control and testing	2022-12-21 Kali Cannabis LLC - Quality Control and Testing.pdf	pdf	63a3bb83522535000850a407	12/21/2022
Transportation of marijuana	2022-12-21 Kali Cannabis LLC - Transportation of Marijuana.pdf	pdf	63a3bb85a0fd020008e4fef8	12/21/2022
Diversity plan	2022-12-21 Kali Cannabis LLC - Diversity Plan.pdf	pdf	63a3bbb4a0fd020008e4ff0f	12/21/2022
Energy Compliance Plan	2022-12-21 Kali Cannabis LLC - Energy Compliance Plan.pdf	pdf	63a3bbb5522535000850a41e	12/21/2022
Maintaining of financial records	2022-12-21 Kali Cannabis LLC - Maintaining of Financial Records.pdf	pdf	63a3bbb6a0fd020008e4ff23	12/21/2022
Qualifications and training	2022-12-21 Kali Cannabis LLC - Qualifications and Training.pdf	pdf	63a3bbb7522535000850a432	12/21/2022
Record Keeping procedures	2022-12-21 Kali Cannabis LLC - Recordkeeping Procedures.pdf	pdf	63a3bbb9522535000850a446	12/21/2022

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

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Kali Cannabis LLC

2. Name of applicant’s authorized representative:

Suzanne Melanson, Manager

3. Signature of applicant’s authorized representative:



Digitally signed by Suzanne Melanson
Date: 2022.12.20 14:48:57 -05'00'

4. Name of municipality:

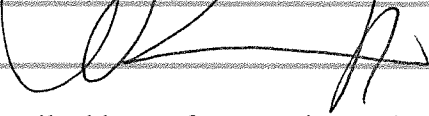
Town of Palmer

5. Name of municipality’s contracting authority or authorized representative:

Ryan McNutt, Town Manager



6. Signature of municipality's contracting authority or authorized representative:

 Ryan McNott

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

rmcnott@townofpalmer.com

8. Host community agreement execution date:

12/20/2022



Kali Cannabis LLC

Adult Use Marijuana Establishment - Retailer

405-07 Shearer Street, Palmer, MA 01069

Assessor ID: 19-38

Zone: Highway Business

PLAN TO REMAIN COMPLIANT WITH LOCAL CODES, ORDINANCES, AND BYLAWS

Kali Cannabis LLC (the Applicant) is seeking permits and approvals for a Marijuana Establishment with a single Retail license at 405-407 Shearer Street in Palmer, MA. The site is located within the Town of Palmer's Highway Business (HB) Zoning District and is a permissible use with a Special Permit issued by the Palmer Planning Board and Host Community Agreement.

The Applicant has received a Host Community Agreement duly executed by the Town of Palmer. The Applicant will adhere to the terms of its Host Community Agreement.

The Applicant has received a duly issued Special Permit as of December 5, 2022. The Applicant will adhere to all terms of the Special Permit and any particular requirements set forth in the local Code of Ordinances of the Town of Palmer.

As the Applicant has already obtained a Host Community Agreement and Special Permit as required and the applicant is capable of complying with all local laws and adhere to the terms of the Applicant's permits, no additional timeline is required on this point. END OF COMPLIANCE PLAN.

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: 11/17/22

b. Name of publication: Journal Register

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: 11/29/22

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: 11/29/22

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:

Kali Cannabis LLC

Name of applicant's authorized representative:

Suzanne Melanson

Signature of applicant's authorized representative:

Suzanne Melanson



Public Notices

PALMER PLANNING BOARD PUBLIC HEARING NOTICE

In accordance with the provisions of Chapter 40A, Section 11, M.G.L. the Palmer Planning Board will hold a public hearing on **Monday, December 5, 2022 at 7:20 pm** in the Town Hall Meeting Room, 4417 Main St., Palmer MA.

The applicant, Prime Distribution Services, LLC is seeking a Site Plan Approval as required by sections 171.66 and 171.29 for the construction of a 74,160 sqft metal storage building with a paved loading/unloading area as well as a Stormwater management system at the property located at L2 Third St, Bondsville MA. This parcel is also known as Assessor's Map 34 Lot 2.

A copy of the application may be inspected at the Planning Department office at the Town Hall Administrative Building 8:30am-4:30pm Monday through Thursday.

Anyone interested in more information or wishing to be heard on the application can contact the Planning Department at 413-283-2605 or appear at the time and place designated above.

This notice shall also be posted on the Massachusetts Newspaper Publishers Association's (MNPA) website (<http://masspublicnotices.org>).

Michael Marciniac, Chairman

11/17, 11/24/2022
LEGAL NOTICE
MONSON CONSERVATION COMMISSION

Under the requirements of M.G.L. Chapter 131, §.40, the Monson Conservation Commission will hold a public meeting on **Wednesday, November 30, 2022, at 7:40 PM** in the Public Meeting Room, Town Office Building, 110 Main Street. Under consideration is a **Request for Determination of Applicability** for the installation of a stub pole, guy wire, and removal of a single tree and tree guy located in the Lakeside Drive Right-of-Way at the property identified on the Monson Assessors Map as Map 75 Parcel 115, is subject to the Wetlands Protection Act.

Monson Conservation Commission
Glenn Colburn, Chairman
11/17/2022

(SEAL)
COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
Docket Number:
22 SM 003345
ORDER OF NOTICE
TO: Chase J. Cheverie, Sr.

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. App. § 3901 et seq.

Wilmington Savings Fund Society, FSB, as Trustee of Stanwick Mortgage Loan Trust K

claiming to have an interest in a Mortgage covering real property in Monson, numbered 17 Beebe Road, given by Chase J. Cheverie, Sr. to Mortgage Electronic Registration Systems, Inc. as nominee for Mackinac Savings Bank, FSB dated March 28, 2014, recorded with the Hampden County Registry of Deeds in Book 20233, Page 136, and now held by Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant(s) Servicemembers status.

If you now are, or recently have been, in the active military service of the United

States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at **Three Pemberton Square, Boston, MA 02108** on or before **12/19/2022** or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness, GORDON H. PIPER, Chief Justice of said Court on 11/7/2022

Attest:
/s/ Deborah J. Patterson
Recorder
11/17/2022

Legal Notice COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **Tuesday, December 6, 2022, at 6 p.m.** at the Police Department Community Room, 4419 Main Street, Palmer, MA 01069. The proposed Adult-Use Marijuana Retailer is anticipated to be located at 405-407 Shearer Street, Palmer, MA 01069. There will be an opportunity for the public to ask questions.

11/17/2022

PALMER PLANNING BOARD PUBLIC HEARING NOTICE

In accordance with the provisions of Chapter 40A, Section 11, M.G.L. the Palmer Planning Board will hold a public hearing on **Monday, December 5, 2022 at 7:45PM** in the Town Hall Meeting Room, 4417 Main Street, Palmer, MA.

ADMass 4, LLC, is seeking a Special Permit and Site Plan Approval as required by sections 171-28, 171-29, 171-124, to redevelop the existing building to conduct marijuana retail sales on the property located at 1140 Thorndike St, Palmer, MA. This parcel is known as Assessor's Map 65, Lot 8.

A copy of the application may be inspected at the Planning Department office in the Town Administration Building from 8:30 AM to 4:30 PM, Monday through Thursday.

Anyone interested in more information or wishing to be heard on the application can contact the Planning Department at 413-283-2605 or appear at the time and place designated above.

This notice shall also be posted on the Massachusetts Newspaper Publishers Association's (MNPA) website (<http://masspublicnotices.org>).

Michael Marciniac, Chairman
11/17, 11/24/2022

The Commonwealth of Massachusetts Town of Wales Rebecca R. Smith, Collector of Taxes Office of the Collector of Taxes Notice of Tax Taking

To the owners of the hereinafter described land and to all others concerned

You are hereby notified that on **Monday the 19th day of December 2022, at 10:00 A.M.** at the Tax Collectors Office, 3 Hollow Rd., pursuant to the provisions of Massachusetts General Law, Chapter 60, Section 53, and by virtue of the authority vested in me as Collector of Taxes, it is my intention to take for the Town of Wales the following parcels of land for non-payment of the taxes due thereon, with interest and all incidental expenses and costs to the date of taking, unless the same shall have been paid before that date.

Assessed To GRABOWSKI REBECCA J.
A parcel of land with any buildings thereon, approximately 10890 Square Feet located and known as 8 WALKER RD shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-3211-0008.0 and being the premises recorded in book 9900 on page 340 in the Hampden Registry of Deeds.
2020 Tax \$2,106.13

Assessed To HECK MARK + DIANE L
A parcel of land with any buildings thereon, approximately 21780 Square Feet located and known as 17 WOODLAND DR shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-3270-0017.0 and being the premises recorded in book 5316 on page 0330 in the Hampden Registry of Deeds.
2020 Tax \$1,005.42

Assessed To MAURER LEROY J And CYNTHIA
A parcel of land with any buildings thereon, approximately 1.26 Acres located and known as 60 LAKE GEORGE RD shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-2110-0060.0 and being the premises recorded in book 19563 on page 218 in the Hampden Registry of Deeds.
2020 Tax \$3,326.48

Assessed To OKEEFE TERRANCE J + RENA C
A parcel of land with any buildings thereon, approximately 1.82 Acres located and known as 32 SIZER DR shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-2830-0032.0 and being the premises recorded in book on page in the Hampden Registry of Deeds.
2020 Tax \$1,404.08

Assessed To OKEEFE TERRANCE J + RENA C
A parcel of land with any buildings thereon, approximately 4.5 Acres located and known as 28 SIZER DR shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-2830-0028.0 and being the premises recorded in book

5712 on page 0378 in the Hampden Registry of Deeds.
2020 Tax \$4,084.61

Assessed to OKEEFE TERRANCE J + RENA C And BROOKS SHEILA
A parcel of land with any buildings thereon, approximately 24.32 Acres located and known as 35 SIZER DR shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-2830-0035.0 and being the premises recorded in book 9512 on page 045 in the Hampden Registry of Deeds.
2020 Tax \$6,661.96

Assessed To OKEEFE TERRANCE J. + RENA
A parcel of land with any buildings thereon, approximately 14.8 Acres located and known as 24R SIZER DR shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-2830-0024.R and being the premises recorded in book 7506 on page 0283 in the Hampden Registry of Deeds.
2020 Tax \$572.46

Assessed To PAPESH ALAN R
A parcel of land with any buildings thereon, approximately 1.3 Acres located and known as 56R FOUNTAIN RD shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-2110-0056.R and being the premises recorded in book 19389 on page 388 in the Hampden Registry of Deeds.
2020 Tax \$536.18

Assessed To SPEIGHT EDWARD T. and JUDITH, C/O DONAMOR REAL ESTATE LLC
A parcel of land with any buildings thereon, approximately 16117 Square Feet located and known as 15 STAFFORD RD shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-2870-0015.0 and being the premises recorded in book 12258 on page 434 in the Hampden Registry of Deeds.
2020 Tax \$4,674.48

Assessed To SPRUCE HILL OF LYNCH ROAD REALTY TRUST
A parcel of land with any buildings thereon, approximately 18.2 Acres located and known as 28 LYNCH RD shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-2180-0028.0 and being the premises recorded in book 8229 on page 113 in the Hampden Registry of Deeds.
2020 Tax \$1,959.14

Assessed To TUMEL PAUL + JENNIE
A parcel of land with any buildings thereon, approximately 2.5 Acres located and known as 219 UNION RD shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-3060-0219.0 and being the premises recorded in book 3605 on page 54 in the Hampden Registry of Deeds.
2020 Tax \$891.54

Assessed To WOLOSHUCK PAUL A., THOMAS, MICHAEL D.

A parcel of land with any buildings thereon, approximately 3.7 Acres located and known as 8 HOLLAND RD shown on the Town of Wales Assessors Records as Parcel Identifier 100.0-1770-0010.0 and being the premises recorded in book 7799 on page 159 in the Hampden Registry of Deeds.
2020 Tax \$947.66

11/17/2022

SEEKING STAFF WRITER

Award-winning, family-owned Turley Publications, based in Palmer, is seeking a storyteller who is curious about everything, and who understands how town government works to join our team of weekly reporters.

Experience in covering town government is a huge plus, and any experience in community journalism is as well. Staff writers cover all aspects of communities from features to municipal meetings to crimes and fires. Successful candidates must have people skills, plenty of curiosity and able to tell a story.

If you're a self-starter who enjoys community journalism and who can envision themselves connecting with our communities, we encourage you to apply for this position.

Qualifications should include:

- Bachelor's degree or equivalent experience
- A determination to get the story, whatever it might be
- Equally comfortable writing hard news, features and event coverage
- Ability to write clean copy in a fast-paced, deadline-driven environment
- Proficiency in Associated Press style

Please tell us in a cover letter why you would be a good fit for our editor's position and send it along with a resume and three writing samples to Executive Editor Cliff Clark at cclark@turley.com.



CALL YOUR TURLEY REP TODAY! 283-8393



YOUR LOCAL TRUSTED RELIABLE DEPENDABLE

HOMIE PROs

<p>1 PLUMBING • HEATING</p> <p>LINC'S Plumbing & Heating "Call LINC'S For Your Connection" 413-668-5299 Lic# J27222</p>	<p>2 LOGGING</p> <p>Park Saw Shop LOGGING • ARBORIST • SAFETY Shipping Can Be Arranged • Rentals Available 413-544-9027 • 1-800-232-6132 1292 Park Street, Palmer, MA 01069 Mon.-Fri. 6:30am-4pm • Sat. 7am-Noon STIHL Husqvarna</p>	<p>3 ROOFING</p> <p>Roberts Roofs SPECIALIZING IN Slate • Copper • Architectural Shingles Gutters • Historical Restoration Flat Roofs • SNOW REMOVAL A Trusted Name Since 1982 413-283-4395 • Cell 413-237-9434 www.RobertsRoofsInc.com</p>
<p>4 INSURANCE</p> <p>www.moultoninsurance.com MOULTON Insurance Agency BUSINESS • AUTO • HOME • LIFE Very Competitive Rates • Experienced Professional Staff 99% Customer Satisfaction Rate • On-site Registry Processing Ware Belchertown Safety Insurance 143 West Street 45 N. Main Street 413-967-3327 413-323-7229</p>	<p>5 HOME, YARD, GARAGE</p> <p>ESTABLISHED 1914 HARDWICK FARMERS CO-OP Rt. 32, 444 Lower Road, Gilbertville, MA 01031 413-477-6913 • www.hardwickfarmers.net Open: Mon-Fri 8AM-5PM; Sat 8AM-4PM, Sun 9AM-3PM For All Your Yard, Garden & Garage Needs Become A Member & Save Money!</p>	<p>YOUR AD COULD BE HERE ON</p> <h1>Local HOME PROs</h1> <p>CALL 283-8393</p>

PUBLIC NOTICES ARE NOW ONLINE

- 1 Email all notices to notices@turley.com
- 2 Access archives and digital tear sheets by newspaper title.
- 3 Find a quick link to the state of Massachusetts' public notice web site to search all notices in Massachusetts newspapers.

Public notice deadlines are Mondays at noon, Fridays noon for Monday holidays.

visit www.publicnotices.turley.com



November 29, 2022

To Whom It May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, December 6, 2022, at 6 p.m. at:

Police Department Community Room

4419 Main Street

Palmer, MA 01069

The proposed Adult-Use Marijuana Retailer is anticipated to be located at 405-407 Shearer Street, Palmer, MA 01069. There will be an opportunity for the public to ask questions at the meeting.

Sincerely, on behalf of Kali Cannabis LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com



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13/ 32/ / /
[REDACTED]
EAST LONGMEADOW, MA 01028

13/ 68/ / /
[REDACTED]
HOLDEN, MA 01520

19/ 38/ / /
[REDACTED]
MONSON, MA 01057

19/ 39/ / /
[REDACTED]
MONSON, MA 01057

19/ 40/ / /
[REDACTED]
PALMER, MA 01069

19/ 41/ 1/ /
[REDACTED]
NORTH KINGSTOWN, RI 02852

65/ 17/ / /
[REDACTED]
WHITEFIELD, NH 03598

65/ 18/ / /
[REDACTED]
PALMER, MA 01069

65/ 19/ / /
[REDACTED]
PALMER, MA 01069

65/ 21/ / /
[REDACTED]
PALMER, MA 01069

65/ 22/ / /
[REDACTED]
PALMER, MA 01069

65/ 25/ / /
[REDACTED]
WHITEFIELD, NH 03598



PLAN FOR POSITIVE IMPACT

Kali Cannabis LLC (“Kali Cannabis”) is committed to establishing procedures and policies to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by cannabis prohibition and enforcement and to positively impact those communities. 935 CMR 500. Specifically, Kali Cannabis aims to “provide meaningful participation of communities disproportionately affected by cannabis prohibition and enforcement, including.” St. 2017, c. 55, § 77.

Kali Cannabis acknowledges, 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 Cannabis Establishment. Additionally, 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. Further, Kali Cannabis will implement a process to evaluate its plan’s progress quarterly in preparation for demonstrating success upon license renewal.

Goal #1: Hire at least 10% of Kali Cannabis staff from Areas of Disproportionate Impact, with a particular focus on the geographic close area of Monson.

Program #1:

Utilize the following techniques to allow for targeted marketing of jobs to Areas of Disproportionate impact:

- Build a relationship with local organizations that have programs to inform individuals about the types of jobs and roles in the cannabis industry, provide insight on writing a competitive resume, and advice for successful interviews and onboarding, and expand our network of diverse candidates for open positions by building relationships with local community organizations. Organizations will be identified by Kali Cannabis management as the team establishes itself in Palmer.
- Online or local job boards, as hiring needs dictate, as well as a posting in the Journal Register (serving Monson) at least once per year while Kali Cannabis has open positions.

Kali Cannabis LLC

- An annual recruitment event at Kali Cannabis facility, with the first event to be hosted within six (6) months of opening.

Measurements/Metrics #1:

Kali Cannabis will:

- Document progress towards the hiring goal above by dividing the number of employees from Areas of Disproportionate Impact by the total number of employees of Kali Cannabis.
- Kali Cannabis will provide an annual report on the percentage above to the Cannabis Control Commission.

Goal #2: Develop a comprehensive education and make available training programs to members of Areas of Disproportionate impact that will increase access to the cannabis industry for members of the groups above, with a focus on Springfield and Pittsfield, by holding at least two yearly education outreach events in a space that would allow for at least 40 individuals.

Program #2:

Programs hosted in furtherance of Goal #2 will include:

- Advertising the events described above via local groups with members of Areas of Disproportionate Impact and newspapers advertisements or web postings targeting the Springfield Area of Disproportionate Impact (specifically focusing on the census tract groups defined to be Areas of Disproportionate Impact *with six digit Census tract ID numbers 800102, 800500, 800600, 800700, 800800, 800900, 801101, 801401, 801800, 801902, 802000, 802200, 802300*), with the objective of identifying members of Areas of Disproportionate Impact to provide these programs to. Advertising sources will include but not be limited to annual postings in *The Republican* (which serves Springfield and the census tract groups listed above).
- Aligning with an approved Cannabis Education Program to conduct workshops annually on such topics as Tips and Tricks on Investing and Financing and Leadership Coaching for Execs and Entrepreneurs. The workshops will be held in a space that would allow for at least 40 participants.

Measurements/Metrics #2:

Kali Cannabis LLC will document how many workshops were hosted as a part of Goal #2 each year and provide the Commission with a report on the locations, topics of the meetings, number of attendees, and number of attendees from Areas of Disproportionate Impact (as details can be collected).

Other Disclosures:

Kali Cannabis LLC

These programs are personal and important to the owners of this organization and will ensure these objectives are met on a consistent basis and will provide documentation to the Commission on a regular basis and upon annual renewal to demonstrate our readiness and willingness to positively impact our communities.

Kali Cannabis 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 Cannabis Establishments. Any actions taken, or programs instituted by Kali Cannabis will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001604328

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

2a. Location of its principal office:

No. and Street: 405 SHEARER STREET
 City or Town: PALMER State: MA Zip: 01069 Country: USA

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

No. and Street: 405 SHEARER STREET
 City or Town: PALMER State: MA Zip: 01069 Country: USA

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

THE LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CANNABIS CONTR
 OL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SUZANNE MELANSON
 No. and Street: 55 CUTLER DRIVE
 City or Town: ASHLAND State: MA Zip: 01721 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	SUZANNE MELANSON	55 CUTLER DRIVE ASHLAND, MA 01721 USA
MANAGER	EVANS J. KLIMAVICH	4 ALLISON CIRCLE WORCESTER, MA 01721 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	SUZANNE MELANSON	55 CUTLER DRIVE ASHLAND, MA 01721 USA
REAL PROPERTY	EVANS J. KLIMAVICH	4 ALLISON CIRCLE WORCESTER, MA 01606 USA

9. Additional matters:

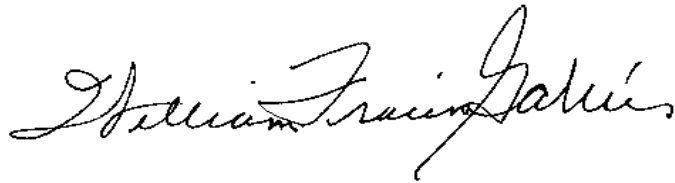
**SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of September, 2022,
EVANS J. KLIMAVICH**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

September 02, 2022 11:05 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**OPERATING AGREEMENT OF
KALI CANNABIS, LLC**

THE UNITS/SHARES IN THE COMPANY (THE "UNITS") ARE SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS OPERATING AGREEMENT AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF. THEREFORE, PURCHASERS OF THE UNITS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE UNITS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, THE MASSACHUSETTS UNIFORM SECURITIES ACT OR THE LAWS OF ANY OTHER STATE AND WHERE SOLD PURSUANT TO EXEMPTIONS FROM THE SAME. THE UNITS MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE UNITS UNDER THE SECURITIES ACT OF 1933 AND SUCH STATE LAWS AS MAY BE APPLICABLE, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS OPERATING AGREEMENT (THIS "AGREEMENT") OF KALI CANNIBIS, LLC (THE "COMPANY") IS EFFECTIVE AS OF SEPTEMBER 2, 2022 (THE "EFFECTIVE DATE") AND IS EXECUTED BY AND AMONG THE MEMBERS OF THE COMPANY AS IDENTIFIED AND SET FORTH ON SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (EACH, A "MEMBER" AND COLLECTIVELY, THE "MEMBERS").

ARTICLE 1

DEFINED TERMS

SECTION 1.1 DEFINITIONS. IN ADDITION TO THE TERMS DEFINED ELSEWHERE IN THIS AGREEMENT, THE TERMS DEFINED IN THIS ARTICLE SHALL, FOR THE PURPOSES OF THIS AGREEMENT, HAVE THE MEANINGS HEREIN SPECIFIED.

(a) "ACT" MEANS THE MASSACHUSETTS LIMITED LIABILITY COMPANY ACT, AS THE SAME MAY BE AMENDED FROM TIME TO TIME (*MGL CHAPTER 156C §1, ET SEQ.*).

(b) "CERTIFICATE" MEANS THE CERTIFICATE OF FORMATION OF THE COMPANY AS INITIALLY FILED ON SEPTEMBER 2, 2022, AND ANY AND ALL AMENDMENTS THERETO AND RESTATEMENTS THEREOF FILED ON BEHALF OF THE COMPANY PURSUANT TO THE ACT.

(c) "CODE" MEANS THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED FROM TIME TO TIME, OR ANY CORRESPONDING FEDERAL TAX STATUTE ENACTED AFTER THE DATE OF THIS AGREEMENT.

(d) "CONTINUOUS SERVICE" MEANS SERVICE IN CARRYING OUT DIRECTLY AND/OR INDIRECTLY SUBSTANTIAL MANAGERIAL OR OPERATIONAL ACTIVITIES TO, OR ON BEHALF OF, THE COMPANY OR ITS SUCCESSOR IN THE CAPACITY OF AN EMPLOYEE MANAGER, OFFICER, MEMBER, OR CONSULTANT FOR A CONTINUOUS, UNINTERRUPTED PERIOD OF TIME FROM THE EFFECTIVE DATE. FOR THE AVOIDANCE OF DOUBT, INDIVIDUAL'S CONTINUOUS SERVICE WITH THE COMPANY SHALL NOT BE

CONSIDERED AS HAVING TERMINATED DURING ANY LEAVE OF ABSENCE IF SUCH LEAVE OF ABSENCE HAS BEEN APPROVED IN WRITING BY THE MEMBERS AND IF SUCH WRITTEN APPROVAL OBLIGATES THE INDIVIDUAL TO CONTINUE HIS OR HER CONTINUOUS SERVICE WITH THE COMPANY AFTER SUCH APPROVED LEAVE OF ABSENCE. THIS AGREEMENT SHALL NOT BE AFFECTED BY ANY CHANGE OF CONTINUOUS SERVICE WITHIN OR AMONG THE COMPANY SO LONG AS THE INDIVIDUAL CONTINUOUSLY REMAINS AN EMPLOYEE, OFFICER, MEMBER, OR CONSULTANT OF THE COMPANY.

(e) **"FAIR MARKET VALUE"** SHALL REFER TO THE VALUE ASSIGNED TO THE UNITS BY THE COMPANY'S REGULARLY ENGAGED ACCOUNTANT ACCORDING TO COMMONLY USED ACCOUNTING AND VALUATION PRACTICES IN THE COMMONWEALTH OF MASSACHUSETTS, WHOSE COST SHALL BE BORNE BY THE COMPANY. SUCH ACCOUNTANT SHALL DETERMINE AND/OR UPDATE THE FAIR MARKET VALUE BY DELIVERY OF A WRITTEN CERTIFICATE THEREOF TO THE COMPANY AND EACH MEMBER AS MAY REQUESTED BY THE REQUISITE MEMBERS FROM TIME TO TIME OR AS REQUIRED BY THIS AGREEMENT. SHOULD MEMBERS HOLDING NOT LESS THAN THIRTY-TWO PERCENT (32%) OF THE UNRESTRICTED UNITS OF THE COMPANY OBJECT TO ANY SUCH FAIR MARKET VALUE, THEY SHALL BE PERMITTED TO ENGAGE A SECOND ACCOUNTANT TO DETERMINE THE FAIR MARKET VALUE OF THE UNITS, AT THE COMPANY'S COST. THE VALUES GENERATED BY THE FIRST ACCOUNTANT AND SECOND ACCOUNTANT SHALL THEN BE AVERAGED TO DETERMINE THE FAIR MARKET VALUE.

(f) **"KEY MAN MEMBER(S)"** SHALL MEAN SUZANNE MELANSON AND EVANS J. KLIMAVICH.

(g) **"PERSON"** INCLUDES ANY INDIVIDUAL, CORPORATION, ASSOCIATION, PARTNERSHIP (GENERAL OR LIMITED), JOINT VENTURE, TRUST, ESTATE, LIMITED LIABILITY COMPANY, OR OTHER LEGAL ENTITY OR ORGANIZATION.

(h) **"PROFITS"** OR **"LOSSES"** MEANS, FOR EACH FISCAL YEAR, AN AMOUNT EQUAL TO THE COMPANY'S TAXABLE INCOME OR LOSS FOR SUCH FISCAL YEAR, DETERMINED IN ACCORDANCE WITH SECTION 703, 704 AND 705 OF THE CODE (BUT INCLUDING IN TAXABLE INCOME OR LOSS, FOR THIS PURPOSE, ALL ITEMS OF INCOME, GAIN, LOSS OR DEDUCTION REQUIRED TO BE STATED SEPARATELY PURSUANT TO SECTION 703(A)(1) OF THE CODE), WITH SUCH ADJUSTMENTS AS ARE REQUIRED BY THE CODE OR ARE DEEMED NECESSARY OR DESIRABLE BY THE MEMBERS.

(i) **"REGULATIONS"** MEANS THE INCOME TAX REGULATIONS, INCLUDING TEMPORARY REGULATIONS, PROMULGATED UNDER THE CODE, AS SUCH REGULATIONS MAY BE AMENDED FROM TIME TO TIME (INCLUDING CORRESPONDING PROVISIONS OF SUCCEEDING REGULATIONS).

(j) **"SALE OF THE COMPANY"** MEANS (I) A MERGER, CONSOLIDATION OR A PLAN OF EXCHANGE INVOLVING THE COMPANY PURSUANT TO WHICH THE OUTSTANDING UNITS AND EQUITY INTERESTS OF THE COMPANY ARE CONVERTED INTO CASH OR OTHER STOCK, SECURITIES OR PROPERTY, OR (II) A SALE, LEASE, EXCHANGE OR OTHER TRANSFER (IN ONE TRANSACTION OR A SERIES OF RELATED TRANSACTIONS) OF ALL, OR SUBSTANTIALLY ALL, THE ASSETS OF THE COMPANY.

(k) **"UNITS"** MEANS THE OWNERSHIP INTERESTS IN THE COMPANY SUBSCRIBED FOR BY THE MEMBERS PURSUANT TO ARTICLE 3 HEREOF, WHETHER SUBSEQUENTLY HELD BY MEMBERS, TOGETHER WITH ALL OBLIGATIONS OF SUCH MEMBERS TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. UNITS MAY SOMETIMES BE REFERRED TO AS "SHARES", WHICH SHALL BE TO THE SAME EFFECT AS IF SUCH OWNERSHIP INTERESTS WERE REFERRED TO AS "UNITS".

ARTICLE 2

FORMATION AND TERM

SECTION 2.1 NAME OF THE COMPANY. THE NAME OF THE COMPANY IS KALI CANNABIS, LLC. THE NAME OF THE COMPANY MAY BE CHANGED AT ANY TIME, OR FROM TIME TO TIME, WITH THE APPROVAL OF THE REQUISITE MEMBERS (AS DEFINED BELOW).

SECTION 2.2 FORMATION. THE MEMBERS FORMED THE COMPANY AS A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE ACT, AND AGREE THAT THE RIGHTS, DUTIES AND LIABILITIES OF THE MEMBERS SHALL BE AS PROVIDED IN THE ACT, EXCEPT AS OTHERWISE PROVIDED HEREIN. THE MEMBERS SHALL EXECUTE, DELIVER AND FILE THE CERTIFICATE AND ANY AND ALL AMENDMENTS THERETO AND RESTATEMENTS THEREOF.

SECTION 2.3 TERM. THE TERM OF THE COMPANY COMMENCED ON SEPTEMBER 2, 2022, WHICH IS THE DATE THE INITIAL CERTIFICATE WAS FILED WITH THE MASSACHUSETTS SECRETARY OF STATE, AND SHALL CONTINUE UNTIL THE COMPANY IS DISSOLVED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT AND THE ACT.

SECTION 2.4 REGISTERED AGENT AND OFFICE. THE COMPANY'S REGISTERED AGENT AND OFFICE SHALL BE SUZANNE MELANSON, 55 CUTLER DRIVE, ASHLAND, MASSACHUSETTS 01721. AT ANY TIME, THE MANAGERS MAY DESIGNATE ANOTHER REGISTERED AGENT AND/OR REGISTERED OFFICE.

SECTION 2.5 BUSINESS ADDRESS. THE INITIAL BUSINESS ADDRESS OF THE COMPANY SHALL BE 405 SHEARER STREET, PALMER, MASSACHUSETTS 01069. AT ANY TIME, THE REQUISITE MEMBERS (AS DEFINED BELOW) MAY CHANGE THE LOCATION OF THE COMPANY'S PRINCIPAL BUSINESS ADDRESS.

SECTION 2.6 PURPOSE. THE PURPOSE OF THE COMPANY SHALL BE TO ENGAGE IN ANY LAWFUL BUSINESS OR ACTIVITY PERMITTED BY THE ACT.

SECTION 2.7. QUALIFICATION IN OTHER JURISDICTIONS. THE MEMBERS SHALL CAUSE THE COMPANY TO BE QUALIFIED OR REGISTERED UNDER APPLICABLE LAWS OF ANY JURISDICTION IN WHICH THE COMPANY TRANSACTS BUSINESS AND IS AUTHORIZED TO EXECUTE, DELIVER AND FILE ANY CERTIFICATES AND OTHER DOCUMENTS NECESSARY TO EFFECT SUCH QUALIFICATION OR REGISTRATION.

ARTICLE 3

UNITS; RIGHTS AND PREFERENCES OF THE MEMBERS

SECTION 3.1 AUTHORIZED UNITS. RESTRICTED AND UNRESTRICTED UNITS.

(a) THE MEMBERSHIP INTERESTS IN THE COMPANY SHALL BE ISSUED AS UNITS, WHICH MAY OR MAY NOT BE CERTIFICATED. THE COMPANY SHALL BE AUTHORIZED TO ISSUE UP TO ONE HUNDRED THOUSAND (100,000) UNITS, AND THE COMPANY SHALL NOT ISSUE ANY UNITS IN EXCESS OF SUCH AUTHORIZED AMOUNT UNLESS SUCH NUMBER OF AUTHORIZED UNITS HAS BEEN INCREASED PURSUANT TO A PROPERLY AUTHORIZED AMENDMENT TO THIS AGREEMENT.

(b) CERTAIN UNITS MAY BE SUBJECT TO VESTING CRITERIA AS PROVIDED BELOW AND ON

SCHEDULE A. AS USED IN THIS AGREEMENT:

(c) ANY UNITS THAT HAVE NOT VESTED PURSUANT TO THE TERMS OF THIS AGREEMENT AND THAT ARE SUBJECT TO THE COMPANY'S REPURCHASE RIGHT (AS DEFINED IN SECTION 3.5) SHALL BE REFERRED TO AS "*RESTRICTED UNITS*"; AND ANY UNITS THAT ARE NOT SUBJECT TO VESTING CRITERIA, OR HAVE ALREADY VESTED AND ARE NO LONGER SUBJECT TO THE COMPANY'S REPURCHASE RIGHT PURSUANT TO THE TERMS OF THIS AGREEMENT, SHALL BE REFERRED TO AS "*UNRESTRICTED UNITS*." UNLESS OTHERWISE SPECIFICALLY PROVIDED HEREIN, REFERENCE TO "UNITS" SHALL MEAN RESTRICTED UNITS AND UNRESTRICTED UNITS.

(d) EACH UNRESTRICTED UNIT OF THE COMPANY SHALL BE ENTITLED TO ONE (1) VOTE ON MATTERS AS TO WHICH UNITS MAY BE VOTED. RESTRICTED UNITS SHALL HAVE NO VOTING RIGHTS, AND UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, SHALL NOT BE ENTITLED TO DISTRIBUTIONS PROVIDED IN SECTION 5.2. UPON VESTING OF ANY RESTRICTED UNITS, SUCH RESTRICTED UNITS SHALL IMMEDIATELY BECOME UNRESTRICTED UNITS NO LONGER SUBJECT TO THE COMPANY'S REPURCHASE RIGHT UNDER SECTION 3.5 AND ENTITLED TO VOTE HEREUNDER.

SECTION 3.2 MEMBER-MANAGED COMPANY. THE COMPANY SHALL BE MEMBER-MANAGED. THE MEMBERS SHALL HAVE THE AUTHORITY TO (I) EXERCISE ALL THE POWERS AND PRIVILEGES GRANTED BY THE ACT OR ANY OTHER LAW OR THIS AGREEMENT, TOGETHER WITH ANY POWERS INCIDENTAL THERETO, SO FAR AS SUCH POWERS ARE NECESSARY OR CONVENIENT TO THE CONDUCT, PROMOTION OR ATTAINMENT OF THE BUSINESS, TRADE, PURPOSES OR ACTIVITIES OF THE COMPANY AND (II) TO TAKE ANY OTHER ACTION NOT PROHIBITED UNDER THE ACT OR OTHER APPLICABLE LAW.

SECTION 3.3 ISSUANCE OF UNITS. MEMBERS SHALL BE ISSUED THE NUMBER OF UNRESTRICTED AND RESTRICTED UNITS AS PROVIDED ON SCHEDULE A, WHICH FURTHER SETS FORTH THE VESTING SCHEDULE APPLICABLE TO THE RESTRICTED UNITS.

SECTION 3.4 PERCENTAGE INTERESTS. THE PERCENTAGE INTEREST OF OUTSTANDING UNITS HELD BY EACH MEMBER HEREUNDER SHALL BE REFERRED TO AS "*PERCENTAGE INTERESTS*". THE AGGREGATE PERCENTAGE INTERESTS HELD BY THE MEMBERS SHALL AT ALL TIMES EQUAL ONE HUNDRED PERCENT (100%).

SECTION 3.5 COMPANY'S REPURCHASE RIGHT.

(A) IN THE EVENT OF ANY TERMINATION OF A KEY MAN MEMBER'S CONTINUOUS SERVICES WITH THE COMPANY, FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE PERMANENT DISABILITY, VOLUNTARY RESIGNATION, ABANDONMENT OF BUSINESS, TERMINATION OF EMPLOYMENT SERVICES OR RETIREMENT OF SUCH KEY MAN MEMBER (THE "*TERMINATED KEY MAN MEMBER*"), EXCEPT THE DEATH OF SUCH MEMBER AND SUBJECT TO SECTION 7.2(D) BELOW (A "*KEY MAN TERMINATION EVENT*"), WHILE ANY OF SUCH KEY MAN MEMBER'S UNITS REMAIN RESTRICTED UNITS, THE COMPANY SHALL, UPON AND FROM THE DATE OF SUCH KEY MAN TERMINATION EVENT (AS REASONABLY FIXED AND DETERMINED BY THE COMPANY), HAVE AN IRREVOCABLE, EXCLUSIVE RIGHT, BUT NOT THE OBLIGATION, TO REPURCHASE ALL, OR ANY PORTION, OF THE RESTRICTED UNITS (THE "*REPURCHASE RIGHT*") AT THE REPURCHASE PRICE (AS DEFINED BELOW). THE COMPANY MAY EXERCISE ITS RIGHT TO REPURCHASE AT ANY TIME WITHIN NINETY (90) DAYS AFTER THE KEY MAN TERMINATION EVENT BY WRITTEN NOTICE TO SUCH MEMBER AND, AT THE COMPANY'S OPTION, (I) BY DELIVERY TO THE KEY MAN MEMBER WITH SUCH NOTICE OF A CHECK

IN THE AMOUNT OF THE PURCHASE PRICE FOR THE RESTRICTED UNITS BEING REPURCHASED, OR (II) BY CANCELLATION BY THE COMPANY OF AN AMOUNT OF SUCH KEY MAN MEMBER'S INDEBTEDNESS, IF ANY, TO THE COMPANY EQUAL TO THE PURCHASE PRICE FOR THE RESTRICTED UNITS BEING REPURCHASED, OR (III) BY A COMBINATION OF (I) AND (II) SO THAT THE COMBINED PAYMENT AND CANCELLATION OF INDEBTEDNESS EQUALS SUCH REPURCHASE PRICE. ANY RESTRICTED UNITS NOT SO REPURCHASED SHALL NO LONGER BE SUBJECT TO THE COMPANY'S REPURCHASE RIGHT. UPON DELIVERY OF SUCH NOTICE AND THE PAYMENT OF THE PURCHASE PRICE IN ANY OF THE WAYS DESCRIBED ABOVE, THE COMPANY SHALL BECOME THE LEGAL AND BENEFICIAL OWNER OF THE UNITS BEING REPURCHASED AND ALL RIGHTS AND INTERESTS THEREIN OR RELATING THERETO, AND THE COMPANY SHALL HAVE THE RIGHT TO RETAIN AND TRANSFER TO ITS OWN NAME THE NUMBER OF UNITS BEING REPURCHASED BY THE COMPANY. UPON THE DEATH OF A KEY MAN MEMBER, THE VESTING OF ANY THEN RESTRICTED UNITS HELD BY HIM SHALL BE AUTOMATICALLY ACCELERATED AND SUCH RESTRICTED UNITS SHALL BECOME UNRESTRICTED UNITS FREE FROM THE COMPANY'S REPURCHASE RIGHTS UNDER THIS SECTION 3.5.

- (B) WHENEVER THE COMPANY SHALL HAVE THE RIGHT TO REPURCHASE RESTRICTED UNITS HEREUNDER, THE COMPANY MAY DESIGNATE AND ASSIGN ONE OR MORE EMPLOYEES, OFFICERS, OR MEMBERS OF THE COMPANY OR OTHER PERSONS OR ORGANIZATIONS TO EXERCISE ALL OR A PART OF THE COMPANY'S PURCHASE RIGHTS UNDER THIS AGREEMENT TO PURCHASE ALL OR A PART OF SUCH UNITS.
- (C) IN THE EVENT THE UNITS OF THE COMPANY SHALL BE SUBDIVIDED OR COMBINED INTO A GREATER OR SMALLER NUMBER OF UNITS/SHARES OR IF, UPON A MERGER, CONSOLIDATION, REORGANIZATION, SPLIT-UP, COMBINATION, RECAPITALIZATION OR THE LIKE OF THE COMPANY, THE UNITS SHALL BE EXCHANGED FOR OTHER SECURITIES OF THE COMPANY OR OF ANOTHER ENTITY, THE COMPANY SHALL BE ENTITLED, EXCEPT AS OTHERWISE PROVIDED HEREIN, TO REPURCHASE, IN ADDITION TO THE RESTRICTED UNITS, SUCH NUMBER OF UNITS OR AMOUNT OF OTHER SECURITIES OF THE COMPANY OR SUCH OTHER ENTITY AS WERE ISSUED IN RESPECT OF OR IN EXCHANGE FOR THE RESTRICTED UNITS, AND AN APPROPRIATE AND EQUITABLE ADJUSTMENT SHALL BE MADE IN THE PURCHASE PRICE PAID BY THE COMPANY IN ORDER THE REFLECT SUCH EVENT.
- (D) NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, IF THE COMPANY IS LEGALLY PROHIBITED FROM OR UNABLE TO REPURCHASE THE RESTRICTED UNITS DURING THE NINETY DAY PERIOD REFERRED TO IN SECTION (A) ABOVE, SUCH NINETY DAY PERIOD SHALL BE SUSPENDED UNTIL SUCH DATE ON WHICH THE COMPANY IS LEGALLY PERMITTED TO PURCHASE THE RESTRICTED UNITS, WHEREUPON THE COMPANY SHALL HAVE THE RIGHT TO EXERCISE ITS REPURCHASE OPTION WITHIN NINETY (90) DAYS THEREAFTER.
- (E) THE "*REPURCHASE PRICE*" SHALL BE ONE CENT (\$0.01) PER RESTRICTED UNIT.
- (F) NOTWITHSTANDING ARTICLE 6 AND EXCEPT FOR THE TRANSFER OF THE RESTRICTED UNITS TO THE COMPANY OR ITS ASSIGNEES AS CONTEMPLATED BY THIS AGREEMENT, NONE OF THE RESTRICTED UNITS OR ANY BENEFICIAL INTEREST THEREIN SHALL BE TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN ANY WAY UNTIL THE RELEASE OF SUCH RESTRICTED UNITS FROM THE COMPANY'S REPURCHASE OPTION IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

SECTION 3.6 EXPULSION.

A MEMBER MAY BE EXPELLED FROM THE COMPANY BY THE UNANIMOUS VOTE OF THE OTHER

MEMBERS (EXCEPT THAT THE TO-BE-EXPELLED MEMBER SHALL EXPRESSLY HAVE NO VOTING RIGHTS AS TO THE DECISION OF HIS OR HER OWN EXPULSION) IF, BY THAT VOTE, IT IS DETERMINED IN THE SOLE DISCRETION OF THE MEMBERS THAT THE MEMBER TO BE EXPELLED HAS MATERIALLY BREACHED THAT MEMBER'S MATERIAL OBLIGATIONS UNDER THIS AGREEMENT OR THAT THE CONTINUED ASSOCIATION OF THAT MEMBER WITH THE COMPANY WILL BE DETRIMENTAL TO THE BEST INTERESTS OF THE COMPANY'S BUSINESS. EXPULSION SHALL BECOME EFFECTIVE WHEN WRITTEN NOTICE OF EXPULSION IS SERVED UPON THE EXPELLED MEMBER. UPON RECEIPT OF WRITTEN NOTICE OF SUCH EXPULSION, SUCH MEMBER'S INTEREST SHALL BE DEEMED IMMEDIATELY TERMINATED IN SOLE CONSIDERATION FOR A RIGHT TO RECEIVE PAYMENT FOR SUCH INTERESTS' FAIR MARKET VALUE (AS DEFINED BELOW), PAID FOR IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN SECTION 7.2(C).

SECTION 3.7 RIGHT TO WITHDRAW. NO MEMBER SHALL HAVE A RIGHT TO WITHDRAW FROM THE COMPANY, UNLESS SUCH WITHDRAWAL IS BY TRANSFER AS PROVIDED IN SECTION 6.1.

SECTION 3.8 ADMISSION OF ADDITIONAL MEMBERS.

(a) NO PERSON OR ENTITY, INCLUDING ANY TRANSFEREE OR HOLDER BY OPERATION OF LAW OF UNITS OF A MEMBER, MAY BE ADMITTED TO THE COMPANY AS A MEMBER, EXCEPT WITH THE APPROVAL OF ALL OF THE MEMBERS AND OTHERWISE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. AS A CONDITION PRECEDENT TO BECOMING A MEMBER, ANY SUCH ADDITIONAL MEMBER SHALL EXECUTE A COUNTERPART OF THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME, AND ANY SUCH OTHER DOCUMENTS AS THE MEMBERS MAY REQUIRE IN THEIR SOLE AND ABSOLUTE DISCRETION.

(b) EACH NEW MEMBER SHALL BE ALLOCATED UNITS AND A PERCENTAGE INTEREST AS DETERMINED BY ALL OF THE MEMBERS (EXCEPT FOR SUCH NEW MEMBER). UPON THE ADMISSION OF ANY NEW MEMBER, THE COMPANY SHALL AMEND SCHEDULE A ACCORDINGLY.

ARTICLE 4

MANAGEMENT OF THE COMPANY

SECTION 4.1 REQUISITE CONSENT OF THE MEMBERS. ALL DECISIONS OF THE MEMBERS RESPECTING ANY MATTER SET FORTH HEREIN OR OTHERWISE AFFECTING OR ARISING OUT OF THE CONDUCT OF THE BUSINESS OF THE COMPANY SHALL BE MADE BY ACTION OF THE MEMBERS HOLDING NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE PERCENTAGE INTEREST OF THE COMPANY (THE "*REQUISITE MEMBERS*"), UNLESS PURSUANT TO THIS AGREEMENT, THE ACT OR OTHER APPLICABLE LAW, A GREATER NUMBER OF PERCENTAGE INTEREST OF MEMBERS IS REQUIRED.

SECTION 4.2 BINDING AUTHORITY. ANY ACTION TAKEN BY A MEMBER OF THE COMPANY SHALL BIND THE COMPANY AND ANY OTHER MEMBER AND SHALL BE DEEMED TO BE THE ACTION OF THE COMPANY AND OF ANY OTHER MEMBERS. THE SIGNATURE OF ONE MEMBER ON ANY AGREEMENT, CONTRACT, INSTRUMENT OR OTHER DOCUMENT SHALL BE SUFFICIENT TO BIND THE COMPANY IN RESPECT THEREOF AND CONCLUSIVELY EVIDENCE THE AUTHORITY OF SUCH MEMBER AND THE COMPANY WITH RESPECT THERETO, AND NO THIRD PARTY NEED LOOK TO ANY OTHER EVIDENCE OR REQUIRE JOINDER OR CONSENT OF ANY OTHER PARTY.

SECTION 4.3 NO PAYMENTS GENERALLY FOR MEMBER SERVICES. NO PAYMENT SHALL BE MADE

BY THE COMPANY TO ANY MEMBER FOR SUCH MEMBER'S SERVICES AS A MEMBER EXCEPT AS PROVIDED IN THIS AGREEMENT. EACH MEMBER SHALL BE ENTITLED TO REIMBURSEMENT FROM THE COMPANY FOR ALL EXPENSES INCURRED BY SUCH MEMBER IN MANAGING AND CONDUCTING THE BUSINESS AND AFFAIRS OF THE COMPANY.

SECTION 4.4 MANAGEMENT SERVICES AGREEMENT; OTHER AGREEMENTS. WITH THE CONSENT OF THE MEMBERS IN EACH CASE, THE COMPANY MAY ENTER INTO ONE OR MORE AGREEMENTS, LEASES, CONTRACTS OR OTHER ARRANGEMENTS, INCLUDING WITHOUT LIMITATION A MANAGEMENT SERVICES AGREEMENT BY AND AMONG THE COMPANY AND KEY MAN MEMBERS FOR THE FURNISHING TO OR BY THE COMPANY OF GOODS, SERVICES OR SPACE WITH ANY MEMBER, OR ANY PERSON AFFILIATED WITH ANY MEMBER, AND MAY PAY COMPENSATION THEREUNDER FOR SUCH GOODS, SERVICES OR SPACE, PROVIDED IN EACH CASE THE AMOUNTS PAYABLE THEREUNDER ARE REASONABLY COMPARABLE TO THOSE WHICH WOULD BE PAYABLE TO UNAFFILIATED PERSONS UNDER SIMILAR AGREEMENTS, AND IF THE DETERMINATION OF SUCH AMOUNTS IS MADE IN GOOD FAITH IT SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

SECTION 4.5 OFFICERS. THE MEMBERS MAY DESIGNATE ONE OR MORE INDIVIDUALS AS OFFICERS OF THE COMPANY, WHO SHALL HAVE SUCH TITLES, POWERS, DUTIES, TERMS OF OFFICE, AND COMPENSATION AS MAY BE DETERMINED FROM TIME TO TIME BY THE MEMBERS. ANY OFFICER MAY BE REMOVED UPON THE CONSENT OF THE MEMBERS, WITH OR WITHOUT CAUSE. ANY MEMBER (IF AN INDIVIDUAL) MAY BE DESIGNATED AS AN OFFICER AND ANY NUMBER OF OFFICES MAY BE HELD BY THE SAME INDIVIDUAL. ANY OFFICER WHO IS A MEMBER WHO CEASES TO BE AN OFFICER SHALL NOT THEREBY AFFECT SUCH PERSON'S STATUS AS A MEMBER, EXCEPT AS MAY OTHERWISE BE AGREED TO BY THE COMPANY AND THE OFFICER. THE INITIAL OFFICERS OF THE COMPANY AND THEIR RESPONSIBILITIES MAY BE SET FORTH ON SCHEDULE B, WHICH MAY BE AMENDED FROM TIME TO TIME BY THE MEMBERS WITHOUT A FORMAL AMENDMENT TO THIS AGREEMENT.

SECTION 4.6 MEETINGS OF THE MEMBERS.

(a) MEETINGS OF THE MEMBERS MAY BE CALLED BY ANY ONE MEMBER. THE MEMBER CALLING THE MEETING SHALL GIVE NOTICE OF THE TIME, DATE AND PLACE OF THE MEETING TO EACH OTHER MEMBER BY PERSONAL DELIVERY, TELEPHONE, EMAIL OR FACSIMILE SENT TO THE ADDRESS OF EACH MANAGER SET FORTH IN

(b) AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE MEETING, OR BY WRITTEN NOTICE MAILED TO EACH MANAGER AT SUCH ADDRESS AT LEAST SEVENTY-TWO (72) HOURS IN ADVANCE OF THE MEETING; HOWEVER, NO NOTICE NEED BE GIVEN TO A MEMBER WHO WAIVES NOTICE BEFORE OR AFTER THE MEETING OR WHO ATTENDS THE MEETING WITHOUT PROTESTING AT OR BEFORE ITS COMMENCEMENT THE INADEQUACY OF NOTICE TO SAID MEMBER.

(c) A CHAIRMAN SELECTED BY THE MEMBERS SHALL PRESIDE AT ALL MEETINGS OF THE MEMBERS. THE CHAIRMAN SHALL DETERMINE THE ORDER OF BUSINESS AND THE PROCEDURES TO BE FOLLOWED AT EACH MEETING OF THE BOARD OF MEMBERS.

(d) A MAJORITY OF THE MEMBERS THEN IN OFFICE SHALL CONSTITUTE A QUORUM FOR THE TRANSACTION OF BUSINESS AT ANY MEETING OF THE MEMBERS. MEMBERS MAY ATTEND A MEETING IN PERSON OR BY PROXY. MEMBERS MAY ALSO PARTICIPATE IN A MEETING BY MEANS OF CONFERENCE TELEPHONE OR SIMILAR COMMUNICATIONS EQUIPMENT THAT PERMITS ALL MEMBERS PRESENT TO HEAR EACH OTHER. IF LESS THAN A QUORUM OF THE MEMBERS IS PRESENT, THE MEETING MAY BE ADJOURNED BY THE CHAIRMAN TO A LATER DATE, TIME AND PLACE, AND THE

MEETING MAY BE HELD AS ADJOURNED WITHOUT FURTHER NOTICE. WHEN AN ADJOURNED MEETING IS RECONVENED, ANY BUSINESS MAY BE TRANSACTED THAT MIGHT HAVE BEEN TRANSACTED AT THE ORIGINAL MEETING.

SECTION 4.7. ACTION OF THE BOARD OF MEMBERS WITHOUT A MEETING. THERE IS NO REQUIREMENT THAT THE MEMBERS HOLD A MEETING IN ORDER TO TAKE ACTION ON ANY MATTER. ANY ACTION REQUIRED OR PERMITTED TO BE TAKEN BY THE MEMBERS MAY BE TAKEN WITHOUT A MEETING IF ONE OR MORE WRITTEN CONSENTS TO SUCH ACTION ARE SIGNED BY ALL OF THE MEMBERS. SUCH WRITTEN CONSENTS SHALL BE FILED WITH THE RECORDS OF THE MEETINGS OF THE MEMBERS AND UNLESS OTHERWISE SPECIFIED, SHALL BE EFFECTIVE ON THE DATE WHEN THE FIRST SUCH CONSENT IS SO FILED.

SECTION 4.8 TRANSACTIONS WITH INTERESTED PERSONS. UNLESS ENTERED INTO IN BAD FAITH, NO CONTRACT OR TRANSACTION BETWEEN THE COMPANY AND ONE OR MORE OF ITS MEMBERS OR OFFICERS, OR BETWEEN THE COMPANY AND ANY OTHER CORPORATION, COMPANY, PARTNERSHIP, ASSOCIATION OR OTHER ORGANIZATION IN WHICH ONE OR MORE OF ITS MEMBERS OR OFFICERS HAVE A FINANCIAL INTEREST OR ARE SHAREHOLDERS, MEMBERS, DIRECTORS, PARTNERS, MANAGERS OR OFFICERS, SHALL BE VOIDABLE SOLELY FOR THIS REASON OR SOLELY BECAUSE SAID MEMBERS OR OFFICERS WERE PRESENT OR PARTICIPATED IN THE AUTHORIZATION OF SUCH CONTRACT OR TRANSACTION IF:

- (a) THE MATERIAL FACTS AS TO THE RELATIONSHIP OR INTEREST OF SAID MEMBERS OR OFFICERS AND AS TO THE CONTRACT OR TRANSACTION WERE DISCLOSED OR KNOWN TO THE MEMBERS OR OFFICERS AND THE CONTRACT OR TRANSACTION WAS AUTHORIZED BY THE DISINTERESTED MEMBERS; OR
- (b) THE CONTRACT OR TRANSACTION WAS FAIR TO THE COMPANY AS OF THE TIME IT WAS AUTHORIZED, APPROVED OR RATIFIED BY THE DISINTERESTED MEMBERS; AND NO MEMBERS OR OFFICERS INTERESTED IN SUCH CONTRACT OR TRANSACTION, BECAUSE OF SUCH INTEREST, SHALL BE CONSIDERED TO BE IN BREACH OF THIS AGREEMENT OR LIABLE TO THE COMPANY, ANY MEMBERS OR ANY OTHER PERSON OR ORGANIZATION FOR ANY LOSS OR EXPENSE INCURRED BY REASON OF SUCH CONTRACT OR TRANSACTION OR SHALL BE ACCOUNTABLE FOR ANY GAIN OR PROFIT REALIZED FROM SUCH CONTRACT OR TRANSACTION.

ARTICLE 5

CAPITAL ACCOUNTS, CONTRIBUTIONS; ALLOCATIONS; LIABILITY OF MEMBERS

SECTION 5.1 CAPITAL ACCOUNTS. A CAPITAL ACCOUNT SHALL BE ESTABLISHED AND MAINTAINED FOR EACH MEMBER. THE CAPITAL ACCOUNT OF EACH MEMBER SHALL BE MAINTAINED IN ACCORDANCE WITH CODE SECTION 704(B) AND THE REGULATIONS ISSUED THEREUNDER. THE MEMBERS WHO MADE A CAPITAL CONTRIBUTION TO THE COMPANY, IF ANY, SHALL HAVE INITIAL CAPITAL ACCOUNT BALANCES EQUAL TO THE AMOUNT OF HIS/HER/ITS CAPITAL CONTRIBUTIONS.

SECTION 5.2 PROFITS AND LOSSES. PROFITS AND LOSSES SHALL BE ALLOCATED IN A MANNER COMPLYING WITH THE REQUIREMENTS OF CODE SECTIONS 704, 705 AND 706 AND THE REGULATIONS THEREUNDER. PROFITS AND LOSSES OF ANY SALE OR REFINANCING OF ANY PROPERTY OF THE COMPANY OR UPON LIQUIDATION OF THE COMPANY SHALL BE ALLOCATED AMONG THE MEMBERS ACCORDING TO THE PERCENTAGE INTERESTS OF EACH MEMBER. SUBJECT

TO THE FOREGOING, DISTRIBUTIONS TO THE MEMBERS SHALL BE MADE AT SUCH TIMES AND IN SUCH AMOUNTS AS THE MEMBERS SHALL DETERMINE.

SECTION 5.3 MEMBERS' INTEREST IN COMPANY PROPERTY. THE MEMBERS HAVE NO INTEREST IN SPECIFIC COMPANY PROPERTY, UNLESS AND UNTIL DISTRIBUTED TO SUCH MEMBERS.

SECTION 5.4 STATUS OF CAPITAL CONTRIBUTIONS. THE MEMBERS SHALL NOT BE REQUIRED TO LEND ANY FUNDS OR MAKE CAPITAL CONTRIBUTIONS TO THE COMPANY OR TO MAKE ANY ADDITIONAL CAPITAL CONTRIBUTIONS TO THE COMPANY. NO INTEREST SHALL ACCRUE ON ANY CAPITAL CONTRIBUTIONS OF THE COMPANY, AND NO MEMBER SHALL HAVE THE RIGHT TO WITHDRAW OR TO BE REPAID ANY CAPITAL CONTRIBUTED BY IT OR TO RECEIVE ANY OTHER PAYMENT IN RESPECT OF ITS INTEREST IN THE COMPANY, INCLUDING WITHOUT LIMITATION AS A RESULT OF THE WITHDRAWAL OR RESIGNATION OF SUCH MEMBER FROM THE COMPANY, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

SECTION 5.5 LIABILITY OF THE MEMBERS. THE LIABILITY OF THE MEMBERS FOR THE LOSSES, DEBTS AND OBLIGATIONS OF THE COMPANY SHALL BE LIMITED TO THEIR CAPITAL CONTRIBUTIONS; PROVIDED, HOWEVER, THAT UNDER APPLICABLE LAW, THE MEMBERS MAY UNDER CERTAIN CIRCUMSTANCES BE LIABLE TO THE COMPANY TO THE EXTENT OF PREVIOUS DISTRIBUTIONS MADE TO THEM IN THE EVENT THAT THE COMPANY DOES NOT HAVE SUFFICIENT ASSETS TO DISCHARGE ITS LIABILITIES. NO MEMBER, IN HIS, HER OR ITS CAPACITY AS A MEMBER (OR, IF APPLICABLE, AS A MANAGER), SHALL HAVE ANY LIABILITY TO RESTORE ANY NEGATIVE BALANCE IN HIS, HER OR ITS CAPITAL ACCOUNT. IN NO EVENT SHALL ANY MEMBER, IN HIS, HER OR ITS CAPACITY AS A MEMBER, BE PERSONALLY LIABLE FOR ANY LIABILITIES OR OBLIGATIONS OF THE COMPANY.

SECTION 5.6 DISTRIBUTIONS. DISTRIBUTIONS TO THE MEMBER(S) SHALL BE MADE AS, IF AND WHEN THE REQUISITE MEMBERS DETERMINE THAT SUCH DISTRIBUTIONS ARE APPROPRIATE.

ARTICLE 6

TRANSFER OF MEMBER INTERESTS

SECTION 6.1 TRANSFERS. NO SALE, EXCHANGE, TRANSFER, ASSIGNMENT, PLEDGE, HYPOTHECATION, ENCUMBRANCE OR OTHER DISPOSITION (COLLECTIVELY, A "*TRANSFER*") OF ALL OR ANY FRACTION OF MEMBER'S UNITS MAY BE MADE UNLESS SUCH TRANSFER IS: (I) WITH THE APPROVAL OF THE REQUISITE MEMBERS, (II) A FAMILY TRANSFER CARRIED OUT IN ACCORDANCE WITH SECTION 6.2 OF THIS AGREEMENT; OR (III) IN ITS ENTIRETY TO ANY OTHER EXISTING MEMBER(S) OF THE COMPANY. ALL ATTEMPTED TRANSFERS IN VIOLATION OF THE TERMS OF THIS AGREEMENT WILL BE VOID *AB INITIO*.

SECTION 6.2 FAMILY TRANSFERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUT SUBJECT TO THE CONSIDERATIONS CONTEMPLATED IN SECTION 6.1, A MEMBER, THE ESTATE OF A DECEASED MEMBER OR ATTORNEY-IN-FACT OR GUARDIAN OF A MENTALLY INCOMPETENT MEMBER, MAY TRANSFER ANY OR ALL OF THE MEMBER'S UNRESTRICTED UNITS TO ONE OR MORE LEGAL REPRESENTATIVE(S) AND/OR THE ANCESTORS, SPOUSE, ISSUE, SPOUSES OF ISSUE, ANY TRUSTEE OR TRUSTEES, INCLUDING SUCCESSOR AND ADDITIONAL TRUSTEES, PRINCIPALLY FOR THE BENEFIT OF ANY ONE OR MORE OF SUCH INDIVIDUALS, AND ANY ENTITY OR ENTITIES ALL OF THE BENEFICIAL OWNERS OF WHICH ARE SUCH TRUSTS AND/OR SUCH INDIVIDUALS OF THE TRANSFERRING MEMBER (EACH AN "*IMMEDIATE FAMILY MEMBER*" AND SUCH TRANSFER A "*FAMILY TRANSFER*"). NOTWITHSTANDING THE

FOREGOING, SUCH IMMEDIATE FAMILY MEMBER WILL NOT BE ADMITTED AS A MEMBER FOR PURPOSES OF VOTING POWER UNLESS AND UNTIL SUCH PERSON IS APPROVED BY THE REQUISITE MEMBERS AND HAS EXECUTED AND DELIVERED AN ADDENDUM TO THIS AGREEMENT. IN THE EVENT ANY SUCH SUCCESSOR IN INTEREST IS NOT APPROVED AS A MEMBER OR DOES NOT EXECUTE AND DELIVER SUCH ADDENDUM TO THIS AGREEMENT, SUCH SUCCESSOR WILL ONLY BE ENTITLED TO THE ECONOMIC RIGHTS ATTRIBUTABLE TO THE TRANSFERRED INTEREST AS PERMITTED HEREUNDER

ARTICLE 7

CERTAIN EVENTS

SECTION 7.1 DEATH OF A MEMBER.

(a) UPON THE DEATH OF A MEMBER, THE MEMBER'S ESTATE OR BENEFICIARY, AS THE CASE MAY BE, SHALL BE ENTITLED TO RECEIVE FROM THE COMPANY, IN EXCHANGE FOR ALL OF THE DECEASED MEMBER'S OWNERSHIP INTEREST, THE FAIR MARKET VALUE OF THE DECEASED MEMBER'S OWNERSHIP INTEREST. FAIR MARKET VALUE MAY BE DETERMINED INFORMALLY BY A UNANIMOUS GOOD-FAITH AGREEMENT OF ALL OF THE VOTING MEMBERS. IN THE ABSENCE OF AN INFORMAL AGREEMENT AS TO FAIR MARKET VALUE, THE VOTING MEMBERS SHALL HIRE AN APPRAISER TO DETERMINE FAIR MARKET VALUE. THE COST OF ANY APPRAISAL SHALL BE DEDUCTED FROM THE FAIR MARKET VALUE TO WHICH THE DECEASED MEMBER'S ESTATE OR BENEFICIARY IS ENTITLED. THE VOTING MEMBERS MAY ELECT, BY WRITTEN NOTICE THAT IS PROVIDED TO THE DECEASED MEMBER'S ESTATE OR BENEFICIARY, WITHIN THIRTY (30) DAYS AFTER THE MEMBER'S DEATH, TO PURCHASE THE DECEASED MEMBER'S OWNERSHIP INTEREST OVER A ONE-YEAR PERIOD, IN FOUR (4) EQUAL INSTALLMENTS, WITH THE FIRST INSTALLMENT BEING DUE SIXTY (60) DAYS AFTER THE MEMBER'S DATE OF DEATH. UNLESS OTHERWISE AGREED UNANIMOUSLY BY THE VOTING MEMBERS, THE MEMBER'S ESTATE OR BENEFICIARY SHALL HAVE NO RIGHT TO BECOME A MEMBER OR PARTICIPATE IN THE MANAGEMENT OF THE BUSINESS AND AFFAIRS OF THE COMPANY AS A MEMBER OR MANAGER

(b) IN THE EVENT OF THE DEATH OF A MEMBER, IN ADDITION TO THE REPURCHASE RIGHT UNDER SECTION 3.5, THE COMPANY SHALL PURCHASE, AND SUCH DECEASED MEMBER'S ESTATE (AND ANY IMMEDIATE FAMILY MEMBERS TO WHOM UNRESTRICTED UNITS WERE TRANSFERRED) SHALL SELL, ALL, BUT NOT LESS THAN ALL, OF THE UNRESTRICTED UNITS IN THE COMPANY OWNED BY SUCH DECEASED MEMBER (AND ANY IMMEDIATE FAMILY MEMBERS TO WHOM UNRESTRICTED UNITS WERE TRANSFERRED).

(c) THE PURCHASE PRICE FOR THE UNRESTRICTED UNITS IN THE COMPANY UNDER THIS SECTION SHALL BE THE GREATER OF: (I) THE FAIR MARKET VALUE OF SUCH UNITS, OR (II), THE DEATH BENEFIT, IF ANY, PAYABLE UNDER ANY INSURANCE POLICY (AS DEFINED BELOW).

(d) THE CLOSING OF THE PURCHASE AND SALE SHALL TAKE PLACE AS SOON AS PRACTICABLE FOLLOWING THE LATER OF (I) THE APPOINTMENT OF AN EXECUTOR OR PERSONAL REPRESENTATIVE OF THE DECEASED MEMBER'S ESTATE (THE "*PERSONAL REPRESENTATIVE*"), OR (II) THE COLLECTION OF THE INSURANCE PROCEEDS REFERRED TO IN SECTION 7.1(D). THE CLOSING SHALL BE HELD AT A MUTUALLY CONVENIENT TIME OR PLACE, BUT, IF THE PARTIES ARE UNABLE TO AGREE UPON A TIME AND PLACE, THE CLOSING SHALL TAKE PLACE AT THE OFFICES OF THE COMPANY AT 10:00 AM, ON THE THIRTIETH (30TH) DAY FOLLOWING THE LATER OF (I) THE APPOINTMENT OF THE PERSONAL REPRESENTATIVE, OR (II) THE COLLECTION OF THE INSURANCE PROCEEDS. THE RIGHT OF THE COMPANY TO PURCHASE THE DECEASED MEMBER'S UNITS MAY BE ASSIGNED BY THE COMPANY TO ONE OR MORE SURVIVING MEMBERS (THE COMPANY OR SUCH MEMBERS(S) BEING

REFERRED TO HEREIN AS THE "*PURCHASER(S)*"). AT THE CLOSING, THE PURCHASER(S) SHALL PAY THE PURCHASE PRICE PAYABLE AT CLOSING BY WIRE TRANSFER OF ANY INSURANCE PROCEEDS AS PROVIDED IN SECTION (D) BELOW, WITH THE BALANCE, IF ANY, PAYABLE AS SET FORTH IN SECTION (D) BELOW, AND THE ESTATE OR THE PERSONAL REPRESENTATIVE OF THE DECEASED MEMBER (AND ANY IMMEDIATE FAMILY MEMBERS TO WHOM INTERESTS WERE TRANSFERRED) SHALL DELIVER TO THE PURCHASERS, FREE AND CLEAR OF ANY AND ALL LIENS, MORTGAGES, PLEDGES OR ENCUMBRANCES, THE DECEASED MEMBER'S UNRESTRICTED UNITS IN THE COMPANY, TOGETHER WITH A DULY EXECUTED STOCK POWER SUFFICIENT TO TRANSFER OWNERSHIP OF SUCH UNITS IN THE COMPANY AND THE PERSONAL REPRESENTATIVE SHALL EXECUTE AND DELIVER A RECEIPT, IN A FORM REASONABLY SATISFACTORY TO THE PURCHASERS, ACKNOWLEDGING AND CONFIRMING RECEIPT OF THE PURCHASE PRICE FOR THE UNITS IN THE COMPANY IN THE MANNER HEREINABOVE PROVIDED.

(e) THE COMPANY MAY TAKE OUT, MAINTAIN AND PAY FOR, LIFE INSURANCE ON THE LIFE OF EACH MEMBER (EACH AN "*INSURANCE POLICY*"). IN SUCH EVENT, THE COMPANY MAY TAKE ANY ACTION REQUIRED TO MAINTAIN IN FULL FORCE AND EFFECT EACH INSURANCE POLICY, AND SHALL NOT CANCEL ANY SUCH INSURANCE POLICY OR ALLOW ANY SUCH INSURANCE POLICY TO LAPSE WITHOUT THE PRIOR WRITTEN CONSENT OF EACH AFFECTED MEMBER. NO MEMBER NOR ANY SUCCESSOR, TRANSFEREE, ASSIGNEE, OR PERSONAL REPRESENTATIVE OF ANY SUCH MEMBER SHALL POSSESS ANY INCIDENT OF OWNERSHIP IN ANY SUCH INSURANCE POLICY INSURING ITS, HIS OR HER LIFE. SUCH INSURANCE POLICY WILL BE THE SOLE PROPERTY OF THE COMPANY. IN THE EVENT THAT THE PURCHASE PRICE UNDER THIS SECTION SHALL BE IN EXCESS OF THE PROCEEDS OF THE INSURANCE POLICY ON THE LIFE OF A MEMBER, THE COMPANY MAY ELECT TO PAY ANY ADDITIONAL AMOUNT DUE AND PAYABLE HEREUNDER BY DELIVERY OF A PROMISSORY NOTE WITH A TERM OF NOT LESS THAN FIVE (5) YEARS PAYABLE IN EQUAL SEMIANNUAL INSTALLMENTS, DUE EVERY SIX MONTHS AFTER THE CLOSING UNTIL PAYMENT IS MADE IN FULL, SUBSTANTIALLY IN THE FORM SET FORTH AS EXHIBIT A HERETO. ANY SUCH PROMISSORY NOTE SHALL BEAR INTEREST FROM THE DATE THEREOF ON THE UNPAID PRINCIPAL BALANCE THEREOF AT AN ANNUAL RATE EQUAL TO THE RATE OF INTEREST IN EFFECT ON THE DATE OF THE CLOSING DESIGNATED BY BANK OF AMERICA AS ITS PRIME RATE. INTEREST SHALL BE PAYABLE IN ARREARS ON EACH PRINCIPAL INSTALLMENT PAYMENT DATE.

SECTION 7.2 TERMINATION OF KEY MAN MEMBER.

(a) IN ADDITION TO THE COMPANY'S RIGHT TO REPURCHASE RESTRICTED UNITS OF A TERMINATED KEY MAN MEMBER UNDER SECTION 3.5 ABOVE UPON A KEY MAN TERMINATION EVENT, IN SUCH EVENT THE COMPANY SHALL PURCHASE, AND SUCH TERMINATED KEY MAN MEMBER (AND ANY IMMEDIATE FAMILY MEMBERS TO WHOM UNRESTRICTED UNITS WERE TRANSFERRED) SHALL SELL, SUCH TERMINATED KEY MAN MEMBER'S UNRESTRICTED UNITS AT THEIR FAIR MARKET VALUE IN THE MANNER HEREINAFTER PROVIDED, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY WHICH THE COMPANY MAY HAVE PURSUANT TO THIS AGREEMENT.

(b) THE COMPANY SHALL PURCHASE SUCH TERMINATED KEY MAN MEMBER'S UNRESTRICTED UNITS BY GIVING WRITTEN NOTICE OF EXERCISE TO THE TERMINATED KEY MAN MEMBER (AND ANY OF THE TERMINATED KEY MAN MEMBER'S IMMEDIATE FAMILY MEMBERS TO WHOM UNITS WERE TRANSFERRED) AT ANY TIME AFTER THE RIGHT TO PURCHASE SUCH UNITS ARISES (THE "*PURCHASE NOTICE*"). UPON THE GIVING OF SUCH PURCHASE NOTICE, THE TERMINATED KEY MAN MEMBER (AND SUCH IMMEDIATE FAMILY MEMBERS) SHALL AUTOMATICALLY BE DEEMED TO HAVE OFFERED TO SELL ALL OF HIS, HER OR ITS (AND THEIR RESPECTIVE) UNITS, AND THE

COMPANY SHALL BE OBLIGATED TO PURCHASE SUCH UNITS, WITH THE CLOSING OF THE PURCHASE AND SALE TO TAKE PLACE WITHIN A REASONABLE TIME, NOT TO EXCEED NINETY (90) DAYS, AFTER GIVING SUCH PURCHASE NOTICE. AT THE CLOSING, THE SELLING TERMINATED KEY MAN MEMBER (AND ANY IMMEDIATE FAMILY MEMBERS TO WHOM UNITS WERE TRANSFERRED) SHALL DELIVER TO THE COMPANY THE CERTIFICATES, IF ANY, REPRESENTING HIS, HER OR ITS (AND THEIR) UNITS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES AND ADVERSE CLAIMS (OTHER THAN ANY CREATED BY THIS AGREEMENT), TOGETHER WITH A DULY EXECUTED STOCK POWER SUFFICIENT TO TRANSFER OWNERSHIP OF THE UNITS, AND THE COMPANY SHALL PAY FOR THE UNITS AT THE PURCHASE PRICE AND IN THE MANNER HEREINAFTER PROVIDED. THE RIGHT OF THE COMPANY TO PURCHASE THE SELLING TERMINATED KEY MAN MEMBER'S INTERESTS IN THE COMPANY MAY BE ASSIGNED BY THE COMPANY TO ONE OR MORE MEMBERS (THE COMPANY OR SUCH MEMBERS(S) BEING REFERRED TO HEREIN AS THE "*PURCHASER(S)*").

(c) THE COMPANY SHALL PAY FOR THE UNITS IN FULL IN CASH OR BY CERTIFIED OR BANK CHECK; OR AT ITS ELECTION AN AGREED AMOUNT IN CASH OR BY CERTIFIED OR BANK CHECK IN A PRINCIPAL AMOUNT EQUAL TO THE BALANCE THEREOF PAYABLE IN TEN (10) EQUAL SEMI-ANNUAL INSTALLMENTS OVER A FIVE YEAR PERIOD.

(d) IF WITHIN SIX (6) MONTHS OF THE TERMINATION OF A TERMINATED KEY MAN MEMBER'S CONTINUOUS SERVICE WITH THE COMPANY GIVING RISE TO THE COMPANY'S PURCHASE OF ALL THE UNITS OWNED BY SUCH TERMINATED KEY MAN MEMBER (AND ANY IMMEDIATE FAMILY MEMBERS) AND RESULTING IN THE PURCHASE OF SUCH UNITS PURSUANT TO THIS SECTION 7.2 (THE "*REPURCHASED UNITS*") (i) A SALE OF THE COMPANY OCCURS OR (ii) A LEGALLY BINDING COMMITMENT TO ENTER INTO A SALE OF THE COMPANY IS ENTERED INTO BY THE COMPANY AND A THIRD PARTY BUYER AND SUCH SALE OF THE COMPANY OCCURS WITHIN TWELVE (12) MONTHS OF TERMINATION, THE TERMINATED KEY MAN MEMBER SHALL BE ENTITLED TO RECEIVE (x) THE PROCEEDS OF THE SALE OF THE COMPANY THAT HE WOULD HAVE RECEIVED IN RESPECT OF THE REPURCHASED UNITS HE HAD CONTINUED TO HOLD THE REPURCHASED UNITS THROUGH THE DATE OF THE SALE OF THE COMPANY, LESS (y) THE PURCHASE PRICE PREVIOUSLY PAID BY THE COMPANY FOR SUCH REPURCHASED UNITS. UPON SUCH SALE OF THE COMPANY, THE PRINCIPAL OF AND ANY ACCRUED INTEREST ON ANY PROMISSORY NOTE DELIVERED BY THE COMPANY UNDER SECTION 7.2(C) (IF ANY) AS PAYMENT FOR THE REPURCHASED UNITS SHALL BECOME IMMEDIATELY DUE AND PAYABLE; PROVIDED, HOWEVER, THAT IF AND TO THE EXTENT THAT ANY OF THE NET PROCEEDS PAYABLE TO THE MEMBERS OF THE COMPANY IN CONNECTION WITH THE SALE OF THE COMPANY IS CONTINGENT ON THE FUTURE RESULTS OF THE COMPANY OR ANY OTHER FUTURE CONTINGENT EVENT OR EVENTS OR IS PAYABLE IN PROPERTY OR SHARES OR INTERESTS OF THE PURCHASER OR ANY OTHER ENTITY, THAT PORTION OF ANY ADDITIONAL AMOUNT PAYABLE UNDER CLAUSE (X) ABOVE RELATING TO SUCH CONTINGENT PAYMENT OR PROPERTY OR SHARES OR INTERESTS SHALL ONLY BE PAYABLE AS, WHEN AND IF SUCH CONTINGENT PAYMENTS ARE RECEIVED OR IN THE FORM OF SUCH PROPERTY OR SHARES OR INTERESTS.

ARTICLE 8

BANKING; BOOKS AND RECORDS

SECTION 8.1 BANKING. THE COMPANY IS AUTHORIZED TO MAINTAIN BANK ACCOUNTS IN SUCH BANK(S) OR OTHER FINANCIAL INSTITUTION(S) AS THE MEMBERS SHALL DETERMINE FROM TIME TO

TIME OR AT ANY TIME. THE FUNDS OF THE COMPANY SHALL NOT BE COMMINGLED WITH THE FUNDS OF ANY PERSON.

SECTION 8.2 BOOKS AND RECORDS. THE BOOKS AND RECORDS OF THE COMPANY, INCLUDING A LIST OF THE NAMES, ADDRESSES AND PERCENTAGE INTERESTS AND CAPITAL CONTRIBUTIONS OF ALL MEMBERS, SHALL BE MAINTAINED IN SUCH MANNER AS IS UTILIZED IN PREPARING THE COMPANY'S FEDERAL INFORMATION TAX RETURN IN COMPLIANCE WITH THE CODE AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE AVAILABLE FOR EXAMINATION AT SUCH LOCATION BY ANY MEMBER OR SUCH MEMBER'S DULY AUTHORIZED REPRESENTATIVE AT ANY AND ALL REASONABLE TIMES FOR ANY PURPOSE REASONABLY RELATED TO THE MEMBER'S INTEREST IN THE COMPANY.

ARTICLE 9

TAX MATTERS

SECTION 9.1 TAXATION AS A PARTNERSHIP. THE COMPANY SHALL BE OPERATED IN SUCH A MANNER THAT IT WILL BE TAXED AS A PARTNERSHIP FOR FEDERAL AND STATE INCOME TAX PURPOSES, PROVIDED THAT THE MEMBERS SHALL HAVE THE POWER TO MAKE OR REVOKE ALL ELECTIONS PROVIDED FOR UNDER THE CODE AND APPLICABLE STATE INCOME TAX LAWS, INCLUDING THOSE WITH RESPECT TO THE APPLICATION OF THE PROVISIONS OF SUBCHAPTER K OF THE CODE.

SECTION 9.2 TAX MATTERS REPRESENTATIVE. THE MEMBERS SHALL ELECT A MEMBER TO ACT AS THE "*PARTNERSHIP REPRESENTATIVE*" OF THE COMPANY FOR PURPOSES OF SECTION 6231(A)(7) OF THE CODE, WHO INITIALLY SHALL BE THE MEMBER SO DESIGNATED ON SCHEDULE B ATTACHED HERETO, AND SUCH PARTNERSHIP REPRESENTATIVE SHALL HAVE THE POWER TO MANAGE AND CONTROL, ON BEHALF OF THE COMPANY, ANY ADMINISTRATIVE PROCEEDING AT THE COMPANY LEVEL WITH THE INTERNAL REVENUE SERVICE RELATING TO THE DETERMINATION OF ANY ITEM OF COMPANY INCOME, GAIN, LOSS, DEDUCTION OR CREDIT FOR FEDERAL INCOME TAX PURPOSES. THE TAX MATTERS REPRESENTATIVE MAY, MAKE OR REVOKE, ON BEHALF OF THE COMPANY, AN ELECTION IN ACCORDANCE WITH SECTION 754 OF THE CODE, SO AS TO ADJUST THE BASIS OF COMPANY PROPERTY IN THE CASE OF A DISTRIBUTION OF PROPERTY WITHIN THE MEANING OF SECTION 734 OF THE CODE, AND IN THE CASE OF A TRANSFER OF AN INTEREST WITHIN THE MEANING OF SECTION 743 OF THE CODE.

ARTICLE 10

INDEMNIFICATION

SECTION 10.1. INDEMNIFICATION.

(A) THE COMPANY SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS THE MEMBERS AND THE OFFICERS (EACH AN "*INDEMNIFIED PERSON*") FOR ALL LOSS, LIABILITY, DAMAGE, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY REASON OF ANY DEMANDS, CLAIMS, SUITS, ACTIONS, OR PROCEEDINGS ARISING OUT OF (A) THE INDEMNIFIED PERSON'S RELATIONSHIP TO THE COMPANY OR (B) SUCH INDEMNIFIED PERSON'S CAPACITY AS A MEMBER OR OFFICER, EXCEPT FOR SUCH LOSS, LIABILITY, DAMAGE, COST, OR EXPENSE AS ARISES OUT OF THE THEFT, FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE BY SUCH INDEMNIFIED PERSON. EXPENSES INCURRED IN DEFENDING A CIVIL OR CRIMINAL ACTION SUIT OR PROCEEDING SHALL BE

PAID BY THE COMPANY IN ADVANCE OF THE FINAL DISPOSITION OF SUCH ACTION, SUIT OR PROCEEDING, AND NOT LESS OFTEN THAN MONTHLY UPON RECEIPT OF AN UNDERTAKING BY AND ON BEHALF OF THE INDEMNIFIED PERSON TO REPAY SUCH AMOUNT IF IT SHALL BE ULTIMATELY DETERMINED THAT HE OR SHE IS NOT ENTITLED TO BE INDEMNIFIED BY THE COMPANY. THE INDEMNIFICATION AND ADVANCEMENT OF EXPENSES AUTHORIZED IN OR ORDERED BY A COURT PURSUANT TO THIS SECTION 10.1 SHALL CONTINUE FOR A PERSON WHO HAS CEASED TO BE A MEMBER OR OFFICER AND INURES TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH A PERSON.

(b) THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION 10.1 SHALL BE IN ADDITION TO ANY OTHER RIGHTS TO WHICH AN INDEMNIFIED PERSON MAY BE ENTITLED UNDER ANY AGREEMENT, VOTE OF THE STOCKHOLDERS, AS A MATTER OF LAW OR EQUITY OR OTHERWISE, BOTH AS TO AN ACTION IN THE INDEMNIFIED PERSON'S CAPACITY AS A MEMBER OR OFFICER, AND AS TO ACTION IN ANOTHER CAPACITY, AND SUCH INDEMNIFICATION SHALL CONTINUE AS TO AN INDEMNIFIED PERSON WHO HAS CEASED TO SERVE IN SUCH CAPACITY AND SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSON.

(c) AN INDEMNIFIED PERSON SHALL NOT BE DENIED INDEMNIFICATION IN WHOLE OR IN PART UNDER THIS SECTION 10.1 OR OTHERWISE BY REASON OF THE FACT THAT THE INDEMNIFIED PERSON HAD AN INTEREST IN THE TRANSACTION WITH RESPECT TO WHICH THE INDEMNIFICATION APPLIES IF THE TRANSACTION WAS OTHERWISE PERMITTED OR NOT EXPRESSLY PROHIBITED BY THE TERMS OF THIS AGREEMENT.

(d) SUBJECT TO THE TERMS OF ANY EMPLOYMENT, CONSULTING, SERVICES OR OTHER LIKE AGREEMENT BETWEEN A MEMBER AND THE COMPANY, THE MEMBERS AND ANY AFFILIATES OF ANY OF THEM MAY ENGAGE IN AND POSSESS INTERESTS IN OTHER BUSINESS VENTURES AND INVESTMENT OPPORTUNITIES OF EVERY KIND AND DESCRIPTION, INDEPENDENTLY OR WITH OTHERS, INCLUDING SERVING AS MANAGERS AND GENERAL PARTNERS OF OTHER LIMITED LIABILITY COMPANIES AND PARTNERSHIPS WITH PURPOSES SIMILAR TO THOSE OF THE COMPANY. NEITHER THE COMPANY NOR ANY OTHER MEMBER SHALL HAVE ANY RIGHTS IN OR TO SUCH VENTURES OR OPPORTUNITIES OR THE INCOME OR PROFITS THEREFROM.

ARTICLE 11

DISSOLUTION, LIQUIDATION AND TERMINATION

SECTION 11.1 EVENTS CAUSING DISSOLUTION. THE COMPANY SHALL BE DISSOLVED AND ITS AFFAIRS SHALL BE WOUND UP UPON THE OCCURRENCE OF ANY OF THE FOLLOWING EVENTS:

- (a) UPON THE UNANIMOUS CONSENT OF ALL THE MEMBERS;
- (b) THE ENTRY OF A DECREE OF JUDICIAL DISSOLUTION UNDER THE ACT; OR
- (c) THE SALE OR DISPOSITION OF ALL OR SUBSTANTIALLY ALL OF THE PROPERTY OF THE COMPANY.

SECTION 11.2 LIQUIDATION. UPON DISSOLUTION OF THE COMPANY, A LIQUIDATING AGENT SHALL BE APPOINTED BY THE MEMBERS (THE "*LIQUIDATING AGENT*"), WHO MAY OR MAY NOT BE A MEMBER OF THE COMPANY. UPON HIS OR HER APPOINTMENT, THE LIQUIDATING AGENT SHALL IMMEDIATELY COMMENCE TO WIND UP THE COMPANY'S AFFAIRS; PROVIDED, HOWEVER, THAT A

REASONABLE TIME SHALL BE ALLOWED FOR THE ORDERLY LIQUIDATION OF THE ASSETS OF THE COMPANY AND THE SATISFACTION OF LIABILITIES TO CREDITORS SO AS TO ENABLE THE MEMBERS TO MINIMIZE THE NORMAL LOSSES ATTENDANT UPON A LIQUIDATION. DISTRIBUTIONS OF COMPANY PROPERTY MAY BE MADE IN KIND IF THE LIQUIDATING AGENT SO ELECTS AND EACH MEMBER SHALL ACCEPT PROPERTY SO DISTRIBUTED NOTWITHSTANDING THAT THE PERCENTAGE OF AN ASSET DISTRIBUTED TO THE MEMBER MAY DIFFER FROM THE PERCENTAGE IN WHICH THE MEMBER SHARES IN DISTRIBUTIONS FROM THE COMPANY. EACH MEMBER SHALL BE FURNISHED WITH A STATEMENT PREPARED BY THE COMPANY'S CERTIFIED PUBLIC ACCOUNTANT THAT SETS FORTH THE ASSETS AND LIABILITIES OF THE COMPANY AS OF THE DATE OF DISSOLUTION. THE PROCEEDS OF LIQUIDATION SHALL BE DISTRIBUTED AS PROVIDED IN SECTION 5.2.

SECTION 11.3 TERMINATION. THE COMPANY SHALL TERMINATE WHEN ALL OF THE ASSETS OF THE COMPANY, AFTER PAYMENT OF OR DUE PROVISION FOR ALL DEBTS, LIABILITIES AND OBLIGATIONS OF THE COMPANY, HAVE BEEN DISTRIBUTED TO THE MEMBERS IN THE MANNER PROVIDED FOR IN THIS AGREEMENT AND THE CERTIFICATE HAS BEEN CANCELED IN THE MANNER REQUIRED BY THE ACT.

SECTION 11.4 CLAIMS OF THE MEMBERS. THE MEMBERS AND ASSIGNEES SHALL LOOK SOLELY TO THE COMPANY'S ASSETS FOR THE RETURN OF THEIR CAPITAL CONTRIBUTIONS, AND IF THE ASSETS OF THE COMPANY REMAINING AFTER PAYMENT OF OR DUE PROVISION FOR ALL DEBTS, LIABILITIES AND OBLIGATIONS OF THE COMPANY ARE INSUFFICIENT TO RETURN SUCH CAPITAL CONTRIBUTIONS, THE MEMBERS AND ASSIGNEES SHALL HAVE NO RECOURSE AGAINST THE COMPANY OR ANY OTHER MEMBER.

ARTICLE 12

MISCELLANEOUS

SECTION 12.1 SUCCESSORS AND ASSIGNS. SUBJECT TO THE RESTRICTIONS ON TRANSFERS SET FORTH HEREIN, THIS AGREEMENT, AND EACH AND EVERY PROVISION HEREOF, SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE MEMBERS, THEIR RESPECTIVE SUCCESSORS, SUCCESSORS-IN-TIDE, HEIRS AND ASSIGNS, AND EACH AND EVERY SUCCESSOR-IN-INTEREST TO ANY MEMBERS, WHETHER SUCH SUCCESSOR ACQUIRES SUCH INTEREST BY WAY OF GIFT, PURCHASE, FORECLOSURE OR ANY OTHER METHOD, SHALL HOLD SUCH INTEREST SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. NONE OF THE PROVISIONS OF THIS AGREEMENT SHALL BE FOR THE BENEFIT OF OR ENFORCEABLE BY ANY CREDITOR OF ANY MEMBER, OR ANY CREDITOR OF THE COMPANY OTHER THAN A MEMBER WHO AS SUCH IS A CREDITOR OF THE COMPANY.

SECTION 12.2 MODIFICATION, AMENDMENT. NO CHANGE, MODIFICATION OR AMENDMENT TO THIS AGREEMENT SHALL BE VALID OR BINDING UNLESS SUCH CHANGE, MODIFICATION OR AMENDMENT SHALL BE IN WRITING AND DULY EXECUTED BY ALL OF THE MEMBERS.

SECTION 12.3 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

SECTION 12.4 COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN TWO (2) OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT, BINDING ON ALL THE MEMBERS NOTWITHSTANDING THAT ALL MEMBERS HAVE NOT SIGNED THE SAME COUNTERPART.

COUNTERPARTS MAY BE DELIVERED VIA ELECTRONIC MAIL (INCLUDING PDF OR ANY ELECTRONIC SIGNATURE COMPLYING WITH THE U.S. FEDERAL E-SIGN ACT OF 2000, E.G., WWW.DOCUSIGN.COM) OR OTHER TRANSMISSION METHOD AND ANY COUNTERPART SO DELIVERED SHALL BE DEEMED TO HAVE BEEN DULY AND VALIDLY DELIVERED AND BE VALID AND EFFECTIVE FOR ALL PURPOSES.

SECTION 12.5 NOTICE. ANY AND ALL NOTICES UNDER THIS AGREEMENT SHALL BE EFFECTIVE (I) ON THE FOURTH BUSINESS DAY AFTER BEING SENT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, OR (II) ON THE FIRST BUSINESS DAY AFTER BEING SENT BY EXPRESS MAIL, ELECTRONIC MAIL, TELECOPY, OR COMMERCIAL EXPEDITED DELIVERY SERVICE PROVIDING A RECEIPT FOR DELIVERY. ALL SUCH NOTICES IN ORDER TO BE EFFECTIVE SHALL BE ADDRESSED, IF TO THE COMPANY AT THE ADDRESS SET FORTH IN SECTION 2.4, IF TO A MEMBER AT THE ADDRESS AS SET FORTH ON SCHEDULE A, AND COPIES OF SUCH NOTICES SHALL ALSO BE SENT TO THE LAST ADDRESS FOR THE RECIPIENT WHICH IS KNOWN TO THE SENDER, IF DIFFERENT FROM THE ADDRESS SO SPECIFIED.

SECTION 12.6 ENTIRE AGREEMENT. THIS AGREEMENT EMBODIES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS RELATING TO SUCH SUBJECT MATTER.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT TO BE EFFECTIVE AS OF THE DATE FIRST ABOVE WRITTEN.



SUZANNE MELANSON



EVANS J. KLIMAVICH

SCHEDULE A

MEMBERS AND CAPITAL CONTRIBUTIONS

KEY MAN MEMBERS:	INITIAL UNRESTRICTED UNITS ISSUED	INITIAL %
SUZANNE MELANSON		51%
55 CUTLER DRIVE		

ASHLAND, MASSACHUSETTS 01721

EVANS J. KLIMAVICH

49%

4 ALLISON CIRCLE

WORCESTER, MASSACHUSETTS 01721

EACH KEY MAN MEMBER SHALL BE ISSUED NUMBER UNITS, OF WHICH NUMBER () UNITS SHALL BE UNRESTRICTED UNITS, AND THE BALANCE OF NUMBER () UNITS SHALL BE RESTRICTED UNITS. THE FOLLOWING NUMBER OF SUCH RESTRICTED UNITS SHALL VEST CUMULATIVELY AND BECOME UNRESTRICTED UNITS ON THE APPLICABLE ANNIVERSARY DATE OF THE EFFECTIVE DATE SHOWN BELOW FOR EACH KEY MAN MEMBER BASED ON HIS CONTINUOUS SERVICE TO THE COMPANY:

ANNIVERSARY DATE

CUMULATIVE UNITS VESTED

YEAR ONE

YEAR TWO

YEAR THREE

YEAR FOUR

YEAR FIVE

YEAR SIX

NOTWITHSTANDING THE ABOVE, UPON A SALE OF THE COMPANY OR THE DEATH OF A KEY MAN MEMBER ALL THEN RESTRICTED UNITS HELD BY HIM/HER (AND HIS/HER IMMEDIATE FAMILY MEMBERS) SHALL VEST AUTOMATICALLY AND BECOME UNRESTRICTED UNITS.

SCHEDULE B

THE INITIAL PARTNERSHIP REPRESENTATIVE SHALL BE SUZANNE MELANSON.

THE INTIAL OFFICERS OF THE COMPANY KNOWN AS KALI CANNABIS, LLC:

MANAGER: SUZANNE MELANSON

MANAGER: EVANS J. KLIMAVICH



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KALI CANNABIS LLC
55 CUTLER DR OFC ASHLAND
ASHLAND MA 01721-1210

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 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

December 21, 2022

TO WHOM IT MAY CONCERN:

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

KALI CANNABIS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 2, 2022.**

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:
SUZANNE MELANSON, EVANS J. KLIMAVICH

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **SUZANNE MELANSON, EVANS J. KLIMAVICH**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **SUZANNE MELANSON, EVANS J. KLIMAVICH**



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:NGM



CANNABIS

Kali Cannabis

Mission & Core Values

MISSION

Our Mission is to create a responsible, compliant, professional cannabis business. Kali Cannabis will be a friendly, educated, and trusted establishment.

We want to create an atmosphere that is welcoming and supports our Core Values ...

CORE VALUES

- Culture & Compliance
- Trust & Integrity
- Quality Products
- Training & Education



Retail Palmer MA Location

•405 Shearer Street

- 2500-3000 SQFT
- 15-20 parking spaces
- Traffic 19,500
- Highway Commercial Zoned
- Site is Approved for cannabis use
- Stand Alone Facility



Retail Palmer MA Location

Traffic Stats

Traffic volumes along Route 32 (Thorndike and Ware Streets):

Route 32 (Ware Street) – north of High Street

- Total Volume: 14,766

Route 32 (Thorndike Street) – south of the I-90 overpass

- Total Volume: 19,499



Kali Cannabis Vision

- *Retail Location in Palmer, MA*
 - AU Retail Cannabis Establishment - 405 Shearer Street
- Target other states which adult use is thriving:
 - Vermont, NERH Opptys in Rutland and Manchester 3 retails, 1 cult/mfg
 - Florida - adult use coming in 2023
 - New York - newly approved for AU



About the Kali Team

Cannabis Industry Experience

★ *Suzanne Melanson, Owner, CEO*

Kali Cannabis will be female owned with Suzanne leading their executive team; she has worked as a General Manager, and Consultant developing start up operations, passing state inspections with zero deficiencies and successfully operationalizing multiple licenses. Suzanne has worked as a Project Manager with one of the largest MSOs on pursuits and developments for projects in CO, ME, MO, NM NY, VA & WV. Suzanne is a single mom of 4 adult children and recently moved to Palmer in October 2022 to embed herself in the local community of which we plan to serve.



About the Kali Team

Cannabis Industry Experience

★ *Evans Klimavich, Owner, President*

Evans has an extensive background in business management and sales in the real estate industry. He brings more than 20 years of experience to this cannabis retail development project in Palmer. Evans recently settled down in the Worcester area with his family. We are a local group, bringing a collective group of cannabis professionals to this project in Palmer. Evans will be overseeing all matters related to Kali Cannabis, LLC and is excited about the opportunity in Palmer, MA.



Kali's Construction Service Providers

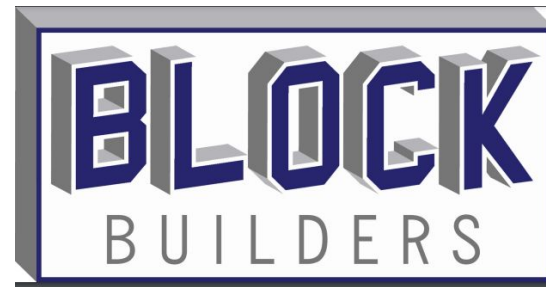
All our providers have Cannabis Industry Experience and Understand the Complexities and Regulatory Compliance required for this retail development project.



BKA

ARCHITECTS

BOHLER //



Avail PM - led by Michael Bodgan, who provides years of quality work with a proven track record to oversee all aspects of Kali's retail project.

Bohler Engineering - led by Drew Garvin; provides the site plans, surveys, stormwater and traffic narratives & more for the special permit submission with years of experience to back them up.

BKA Architects - led by Keith Bettencourt and a team of professionals that have a wealth of cannabis experience; they designed our retail floorplan and exterior renderings for the retail site.

Block Builders - led by Dan Connolly, has worked on other cannabis construction sites in MA and are joining our team in 2023 once we obtain the proper site approvals to develop our site.

Kali's Security Service Providers

All our providers have Cannabis Industry Experience and Understand the Complexities and Regulatory Compliance required for this retail development project.



David Oles and Andy Klein show up whenever you need them and are there during key inspections and available for any and all questions along the way. Kali Cannabis chose American Alarm to provide our security system and monitoring based on their proven track record and rapport with municipalities and the Cannabis Commission Control. American Alarm leads with confidence and transparency to provide safety for Kali Cannabis, it's facility and employees and patrons.

Kali's Marketing Service Providers

All our providers have Cannabis Industry Experience and Understand the Complexities and Regulatory Compliance required for this retail development project.

HI IDENTITY BRANDING

Hi-Identity - led by Glen Hawkins did a great job creating our logo and brand. Glen delivered on our vision of a fun, inviting, clean and professional logo that would appeal to everyone.



Elder Graphics - led by Garrett Elder is designing and developing our website, emails and social media connection so we can maintain visibility with our patrons.



Kali's Architectural Rendering



Kali Cannabis Timelines

- Site Control 405-407 Shearer St – October/November
- Avail PM oversee Construction Project
- Bohler engineering – Special Permit Submission
- BKA Architects – Retail Floor plan and Site Design
- American Alarm – Security Overlays, Install & Monitoring
- Special permit hearing scheduled for 11/21
- Community Outreach Meeting – December 2022
- Host Agreement – December 2022
- Apply to the Cannabis Commission Control - December 2022
- Final License – May/June 2023
- Operationalize – June/July 2023



Articles

Sports Betting Approved in MA

- ★ <https://www.masslive.com/politics/2022/08/massachusetts-sports-betting-bill-signed-into-law-by-gov-charlie-baker.html>

Shannon O'Brien appointed Commission Chair on the CCC!

- ★ <https://commonwealthmagazine.org/marijuana/new-ccc-chair-consulted-for-cannabis-companies/>

Motor Speedway in Palmer

<https://www.youtube.com/watch?v=kSNp3t93v0>



Cannabis Program - Statistics

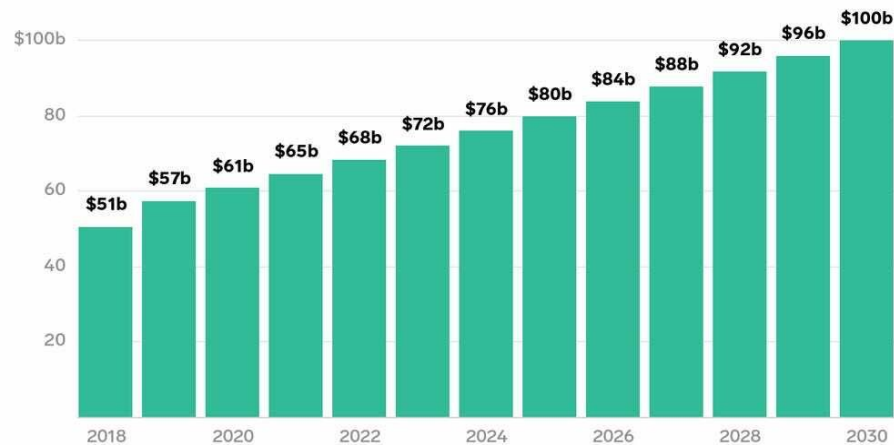
The U.S. cannabis industry is worth \$61 billion

Every year, analysts predict what the cannabis industry is worth. And every year that number exceeds expectations.

The U.S. cannabis industry is now projected to be worth \$100 billion USD by 2030.

For reference, in 2019, Wall Street's top cannabis analyst, Cowen Vivien Azer, predicted it'd be \$80 billion by 2030.

Projected US cannabis market



Source: Cowen and Company

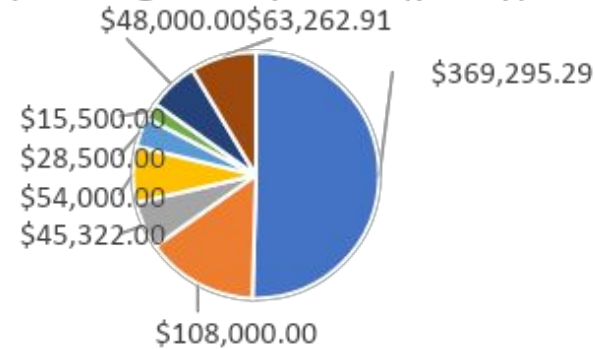
BUSINESS INSIDER



Retail Projections & Costs

Forecasted Financials	Full Year Forecast	
Revenue Mgt	\$	14,154,369.13
Product Margin		55%
Product Costs Mgt	\$	6,244,404.34
Cost of Good Sold Mgt.	\$	6,306,304.97
Gross Margin	\$	7,909,964.79
Operating Direct Labor	\$	738,250.25
General Margin %		56%

Operating Facility Costs (yearly)



- Operating Facility Costs
- Rent
- Utilities
- Security
- Digital Infrastructure
- Compliance
- Op Office & General Expense
- Other Fees & Misc



Market Research

- ❑ We plan to offer employees a safe, positive, meaningful work environment and retain our team. More than 50% of the US population currently has access to some form of legal cannabis. Medical cannabis is currently legal in 31 states with adult use cannabis sales permitted in 9, 17 more offer extraction permits. The current market is valued at 9.1 Billion as of 11/2021 and project to be valued at 50B by 2026 with an annual compound rate of 26.6%.
- ❑ 94% of American voters support the medical access when directed by a physician (Source: Quinnipiac Poll)
- ❑ 3 in 4 American oppose enforcing federal cannabis laws against state laws (Source: Quinnipiac Poll) More than 70% of U.S. population supports legalizing cannabis; 73% among Millennials (Source: Pew Research)
- ❑ *When medical cannabis is legalized, fewer pills are prescribed.*
- ❑ The cannabis patient market in Massachusetts continues to demonstrate generally consistent patient expansion and demand growth, despite only 30 dispensaries currently open, many in second-tier, inconveniently located markets. As set out below, between June 2015, when the first dispensary opened, and June 30, 2018, when thirty were operating, certified patients grew to 56,216.



Market Analysis

In Massachusetts, there are several New Data Development projects:

- Overall 2019 sales of cannabis to exceeded \$587 million
- Overall 2020 sales of cannabis to exceed \$1 billion (\$1,000,521,905 as of 10/30/2020)
- BDS Analytics, retail sales tracking projects the MA market will reach \$1.35 billion in 2024
- Rising at a CAGR of 18.1% from 2019
- Consumers spend an average of \$140 a month on cannabis
- Massachusetts, as of June 2020, has collected \$122 million in taxes
- As of April 13, 2020, there are 35 adult use dispensaries and 57 medical dispensaries in operation
- As of Oct 9, 2020, a total of 689 licenses have been approved, including 268 retail establishments.



The Kali Cannabis Team



We look forward to serving the
Town of Palmer



85 B East Central St, Suite A, Natick MA 01760
617-500-1824 www.budrisk.com

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: Kali Cannabis LLC (Retail)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. Kali Cannabis LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to Kali Cannabis LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

DocuSigned by:

A handwritten signature in black ink that reads "James Boynton". The signature is written in a cursive style with a loop at the end of the "n".

F5081B2D6DCB4CB...

James Boynton

Managing Broker

MA Insurance License #1842496

jim@budrisk.com



RESTRICTING ACCESS TO AGE 21 OR OLDER

Kali Cannabis LLC (“Kali Cannabis” or the “Company”) is a Marijuana Establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

- A. **COMPLIANCE WITH 935 CMR 500.105(1)(p)**

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

- B. **SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER**

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

 - 1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
 - 2. Pursuant to 935 CMR 500.050(5), the Company will only allow consumers to enter the Marijuana Retail Establishment that are 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center.
 - 3. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be

Kali Cannabis LLC

granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:

- a. A motor vehicle license;
- c. A government-issued identification card;
- d. A government-issued passport; and
- e. A United States-issued military identification card.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Kali Cannabis (“Kali Cannabis” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Kali Cannabis shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(1)(c). and 935 CMR 500.101(1)(b), Kali Cannabis is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that Kali Cannabis determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Kali Cannabis strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Kali Cannabis has and follows a set of detailed written operating procedures for each location. Kali Cannabis has developed and will follow a set of such operating procedures for each facility. Kali Cannabis' operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000:*Adult Use of Marijuana*.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as

Kali Cannabis LLC

applicable, and the form(s) in which marijuana will be sold

(f) Price lists for Marijuana and Marijuana Products and any other available products, and alternate price list patients with documented Verification Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f);

(g) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);

(h) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;

(i) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

(j) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

(k) Alcohol, smoke, and drug-free workplace policies;

(l) A plan describing how confidential information will be maintained;

(m) A policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

(n) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the Marijuana Establishment's website, in compliance with 935 CMR 500.105(1)(n).

(o) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

(p) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(q) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

(r) Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, *et seq.*,

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including the general duty clause under 29 U.S.C. § 654, whereby:

Each employer (a) shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees; (b) shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, *et seq.*, which are applicable to the employee's own actions and conduct.

This is applicable to all places of employment covered by 935 CMR 500.00: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.105(2), all of Kali Cannabis' current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Kali Cannabis shall maintain records of responsible vendor training compliance at its principle place of business, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; key state and local laws; and such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program..

All employees of Kali Cannabis will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Kali Cannabis and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

1. At a minimum, marijuana establishment agents shall receive a total of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent.
2. A minimum of four hours of training shall be from responsible vendor training program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
3. Non-RVT training may be conducted in-house by the Marijuana Establishment or by a third-party vendor engaged by the Kali Cannabis. Basic on-the-job training Kali Cannabis provides in the ordinary course of business may be counted toward the eight-hour total training requirement
4. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.

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5. Kali Cannabis shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and Kali Cannabis shall make such records available for inspection on request.

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, Kali Cannabis' personnel records will be available for inspection by the Commission, upon request. Kali Cannabis' records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Kali Cannabis personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Kali Cannabis' marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Kali Cannabis 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. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures, including, at minimum, the following:
 - a. Code of ethics;
 - b. Whistle-blower policy; and
 - c.
5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00:*Criminal Offender Record Information (CORI)*..

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Kali Cannabis understands that in the event that Kali Cannabis were to close, all records will be kept for at least two years at the expense of Kali Cannabis.



QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Kali Cannabis LLC (“Kali Cannabis” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

Kali Cannabis shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Kali Cannabis for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Kali Cannabis by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Kali Cannabis shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Kali Cannabis' policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Kali Cannabis staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Kali Cannabis will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Kali Cannabis' Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All Kali Cannabis staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality,

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and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

All Kali Cannabis staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(2). Marijuana products will be processed in a secure access area of Kali Cannabis. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, in compliance with 935 CMR 500.105(3)(b)(9).

In accordance with 935 CMR 500.105(3)(a), Kali Cannabis will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food -grade stainless steel tables; and
5. Packaged in a secure area

Kali Cannabis management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Kali Cannabis procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

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, pursuant to 935 CMR 500.105(12) and 935 CMR 500.105(3)(b)(5).

Pursuant to 935 CMR 500.105(11)(a)-(e), Kali Cannabis shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Kali Cannabis will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Kali Cannabis storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Kali Cannabis storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Kali Cannabis will ensure all toxic items are identified, held, and stored in a manner that protects

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against contamination of marijuana, in accordance with 935 CMR 500.105(3)(b)(10). Pursuant to 935 CMR 500.105(3)(b)(15), storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

All testing results will be maintained by Kali Cannabis for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Kali Cannabis 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, in accordance with 935 CMR 500.160(2).

Kali Cannabis shall provide its employees with adequate, readily accessible toilet facilities, in accordance with 935 CMR 500.105(3)(b)(13).



DIVERSITY PLAN

Kali Cannabis LLC (“Kali Cannabis” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Kali Cannabis a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Kali Cannabis hopes to include the local community of Palmer in its outreach. According to statistics from the 2021 U.S. Census, Palmer has a population of approximately 12,372. Palmer is approximately 49% female. About 883 veterans live in Palmer. Palmer has a population of about 10.5% living with a disability. Palmer is 2.7% Black, 1.7% Asian, 8% Hispanic, and 82.7% White according to U.S. Census statistics.

Kali Cannabis’ Commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal #1:

Achieve at least the goals below for our hiring and staffing:

- *Veterans* - 10%
- *People with Disabilities* - 10%
- *LGBTQ+ individuals* - 5%
- *Women* - 60%
- *People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people* - 50%

Programs #1:

- Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups specified above, through in-house hiring initiatives and participation in online diversity job boards at least once a year and as frequently as needed as staffing needs dictate. Sources utilized will include: *The Palmer Journal*

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Register.

Measurements/Metrics #1:

- Kali Cannabis personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups above that occupy positions within the company and that number shall be divided by Kali Cannabis total staffing at its facility to determine the percentage achieved.

Goal #2:

Enhance workforce diversity by contracting with diverse businesses. Kali Cannabis shall strive to employ at least the following percentages of its contractors, subcontractors, and suppliers from the following groups specified in the paragraph below:

- *Minority Business Enterprise - 5%*
- *Women Business Enterprise - 5%*
- *Veteran Business Enterprise - 5%*
- *LGBT Business Enterprise - 5%*
- *Disability-Owned Business Enterprise - 5%*

Programs #2:

Kali Cannabis will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a business from the categories above, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Kali Cannabis seek to have diversity across the listed demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity (“DBE”) category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships.

Measurements/Metrics #2:

Kali Cannabis shall maintain a list of active contractors, subcontractors, and suppliers and compare that list annually to the Massachusetts Directory of Certified Businesses to determine progress towards the goals listed above.

Additional Disclosures:

Kali Cannabis’ goals for this Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in the Palmer Journal Register.

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Kali Cannabis acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Kali Cannabis 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 Marijuana Establishments.

Kali Cannabis acknowledges that 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.



ENERGY COMPLIANCE PLAN

Kali Cannabis LLC (“Kali Cannabis” or the “Company”) will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, Kali Cannabis will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.
- Installing Photovoltaic panels
- Increase daylight into work areas
- Minimize night work
- Source raw materials only from suppliers that also implement energy saving measures
- Install bike racks to encourage bike use by employees
- Sustainable packaging of products
- Recycling

In the future, any replacements or upgrades of heating/cooling, lighting, and plumbing will include energy efficiency as part of its criteria for evaluation.

Kali Cannabis will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Kali Cannabis acknowledges that if a Provisional License is issued, Kali Cannabis, at the Architectural Review stage, will submit further information to demonstrate actual consideration

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of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

Kali Cannabis will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). Kali Cannabis will engage in either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for Kali Cannabis to optimize its energy usage.

Kali Cannabis is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs. Kali Cannabis will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

Kali Cannabis will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.



MAINTAINING OF FINANCIAL RECORDS

Kali Cannabis LLC (“Kali Cannabis” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, Kali Cannabis will implement the following policies for Recording Sales:

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

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- (g) Kali Cannabis will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5).

Following the closure of Kali Cannabis, all records will be kept for at least two years, at Kali Cannabis' sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Kali Cannabis shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(5).



QUALIFICATIONS AND TRAINING

Kali Cannabis LLC (“Kali Cannabis” or the “Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Marijuana Establishment agents will be trained for one week before acting as an agent. At a minimum, staff shall receive eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Kali Cannabis. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b), all current owners, managers and employees of Kali Cannabis that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Kali Cannabis shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana’s effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of Kali Cannabis' employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Kali Cannabis employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of Kali Cannabis shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. Kali Cannabis shall retain all training records for four (4) years as required by 935 CMR 500.105(s). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.



RECORDKEEPING PROCEDURES

Kali Cannabis (“Kali Cannabis” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Kali Cannabis shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Kali Cannabis, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12). Kali Cannabis shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

PERSONNEL RECORDS

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

1. Job description for each agent;
2. A personnel record for each agent;
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030

BUSINESS RECORDS

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

1. Job description for each agent;

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2. A personnel record for each agent;
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030

VISITOR LOG

Kali Cannabis will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Kali Cannabis will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. Kali Cannabis will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

Kali Cannabis will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. Kali Cannabis will maintain records of all manifests.

INCIDENT REPORTS

Kali Cannabis will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any

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marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Kali Cannabis shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Kali Cannabis shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that Kali Cannabis operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.115(13). Kali Cannabis shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Kali Cannabis will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Kali Cannabis' security system, Kali Cannabis will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Kali Cannabis will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Kali Cannabis' sole expense and in a form and location acceptable to the Commission,

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pursuant to 935 CMR 500.105(9)(g).