



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283709
Original Issued Date: 03/27/2023
Issued Date: 03/27/2023
Expiration Date: 03/27/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mass Tree Holdings, LLC

Phone Number: 617-256-6487
Email Address: mark8mass@protonmail.com

Business Address 1: 79-81 Main St.
Business City: Rutland
Business State: MA
Business Zip Code: 01543
Business Address 2:
Mailing Address 1: 15 Trail Side Way
Mailing City: Ashland
Mailing State: MA
Mailing Zip Code: 01752
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 10
Role: Executive / Officer
Percentage Of Control: 31
Other Role:

First Name: Mark Last Name: Cruz Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Some Other Race or Ethnicity
Specify Race or Ethnicity: Portuguese

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 2.9 Percentage Of Control: 10
Role: Board Member Other Role:
First Name: Peter Last Name: Renzi Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 6 Percentage Of Control: 6
Role: Manager Other Role:
First Name: Matthew Last Name: Brody-Isbill Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 4 Percentage Of Control: 31
Role: Executive / Officer Other Role:
First Name: Mitchel Last Name: Shapiro Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 1 Percentage Of Control:
1
Role: Employee Other Role:
First Name: Colonel Last Name: Boothe Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 5 Percentage Of Control: 5
Role: Employee Other Role:
First Name: Connor Last Name: Macomber Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 1.75 Percentage Of Control: 8

Role: Owner / Partner Other Role:

First Name: Terrence Last Name: Dolan Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 8

Percentage Of Ownership: 5.25 Percentage Of Control: 8

Role: Owner / Partner Other Role:

First Name: David Last Name: Gonzalez Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 9

Percentage Of Ownership: 2 Percentage Of Control:

Role: Owner / Partner Other Role:

First Name: Christine Last Name: Giurdanella Renzi 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:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 16 Percentage of Ownership: 7

Entity Legal Name: Maximum Growth Inc Entity DBA: DBA City:

Entity Description: C Corporation

Foreign Subsidiary Narrative:

Entity Phone: 786-712-2162 Entity Email: miamigators@gmail.com Entity Website:

Entity Address 1: 12973 SW 112TH ST Entity Address 2:

Entity City: Miami Entity State: FL Entity Zip Code: 33136

Entity Mailing Address 1: 12973 SW 112TH ST - suite Entity Mailing Address 2:

Entity Mailing City: Miami Entity Mailing State: FL Entity Mailing Zip Code: 33136

Relationship Description: Capital Investor

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Mark Last Name: Cruz Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Executive Officer- Chairman of the Board

Managed multiple companies both domestic and abroad with 20 years experience in business management and executive level.

Duties include but not limited to maintaining accountability to the board, and carrying out the direction of the board while overseeing direction of the company to ensure that it is inline with boards directives. Implementing company plans and creating KPI's to ensure that the company is meeting its quarterly, semi annual and annual goals. working with the CFO to ensure that the company is meeting

financial performance. Engaging with management to understand any bottlenecks in production, equipment needs, that can improve and optimize production. Establishing the precedent of the culture in the company.

Close Associates or Member 2

First Name: Mitchell

Last Name: Shapiro

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Finance Officer ~ seasoned CFO with 30 years experience

Duties include liaison to investors, and Boston based CPA firm, (still interviewing these firms). Additionally, cash management/ cashflow, budgeting/forecasting, internal controls, tax, KPI development, and profit improvement planning.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Peter

Last Name: Renzi

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$150000 Percentage of Initial Capital: 10

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Christine

Last Name: Giurdanella-
Renzi

Suffix:

Types of Capital: Monetary/
Equity

Other Type of Capital:

Total Value of the Capital Provided:
\$130000

Percentage of Initial Capital:
9

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Maximum Growth Inc

Entity DBA:

Email: miamigators@gmail.com

Phone: 786-712-2126

Address 1: 12973 SW 112TH ST

Address 2:

City: Miami

State: FL

Zip Code: 33186

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$390000 Percentage of Initial Capital: 27

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Colonel

Last Name: Boothe

Suffix:

Marijuana Establishment Name: Holistic Health Group

Business Type: Marijuana Cultivator

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 79-81 Main St

Establishment Address 2:

Establishment City: Rutland

Establishment Zip Code: 01543

Approximate square footage of the Establishment: 16000

How many abutters does this property have?: 6

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Form Completed 6.28.2022.pdf	pdf	62bb72bf9ff117000823f9e0	06/28/2022
Plan to Remain Compliant with Local Zoning	SOP_MTH14_Plan to remain compliant with local zoning.pdf	pdf	62cd662ef750650008c77ca0	07/12/2022
Community Outreach Meeting Documentation	OutReach Completed updated 9.12.2022.pdf	pdf	631f9e0444fa35000aebf90b	09/12/2022
Community Outreach Meeting Documentation	79-81 Main St Rutland MA Abutters List_ mailing receipts combined 11.29.2022.pdf	pdf	63866a05522535000835b6d7	11/29/2022

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	___Positive Impact Plan for Worcester_RFI_updated Census_11.22.2022.pdf	pdf	637d3ec152253500082f8626	11/22/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Mark

Last Name: Cruz Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Director

Other Role:

First Name: Matthew

Last Name: Brody-Isbill Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Executive / Officer

Other Role:

First Name: Mitchell

Last Name: Shapiro Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Date generated: 04/05/2023

Page: 5 of 9

Individual Background Information 4

Role: Board Member Other Role:
First Name: Peter Last Name: Renzi Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

Role: Employee Other Role:
First Name: Connor Last Name: Macomber Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: Employee Other Role:
First Name: Colonel Last Name: Boothe Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 7

Role: Owner / Partner Other Role:
First Name: Terrence Last Name: Dolan Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 8

Role: Owner / Partner Other Role:
First Name: David Last Name: Gonzalez Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 9

Role: Owner / Partner Other Role:
First Name: Christine Last Name: Giurdanella Renzi Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role:
Entity Legal Name: Maximum Growth Inc Entity DBA:
Entity Description: C Corporation
Phone: 786-712-2162 Email: miamigators@gmail.com
Primary Business Address 1: 12973 SW 112TH ST Primary Business Address 2: suite 122
Primary Business City: Miami Primary Business State: FL Principal Business Zip Code:
33186
Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Ma Tree Holding Filing doc 2022.pdf	pdf	62b1e1d9f750650008b13588	06/21/2022
Department of Revenue - Certificate of Good standing	Cert of good Standing DOR_MTH 6.23.22.pdf	pdf	62b46f78f750650008b4328e	06/23/2022
Bylaws	MA Tree LLC Operating Agreement_Preferred Raise_08.08.2022_final.pdf	pdf	62f3e8967deb3b000900314f	08/10/2022
Secretary of Commonwealth - Certificate of Good Standing	MTH Cert of Good Standing_RFI v.3.pdf	pdf	631f866944fa35000aebac4c	09/12/2022
Articles of Organization	Joanne Attestation.pdf	pdf	6320d160d239e20007f45bcb	09/13/2022
DUA attestation if no employees	Dept of Unemployment.pdf	pdf	6320d1a944fa35000aed6442	09/13/2022

No documents uploaded

Massachusetts Business Identification Number: 001508954

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	62b1e33e9ff11700081aa845	06/21/2022
Business Plan	Final.MTH.Business Plan 6.1.2022.pdf	pdf	62b1e501f750650008b13f6b	06/21/2022
Business Plan	Toi Mansen Attestation.pdf	pdf	632223bd44fa35000aeebf57	09/14/2022
Proposed Timeline	MTH Updated Timeline_Final.pdf	pdf	63238ff744fa35000af0a05e	09/15/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	_SOP_MTH06_Policy Restriction 21yrs v.III.pdf	pdf	62b25ec3f750650008b251e2	06/21/2022
Quality control and testing	_SOP_MTH04 Quality Control and Marijuana Testing Standards .vIII.pdf	pdf	62b260cef750650008b253f6	06/21/2022
Personnel policies including background checks	_SOP_MTH05 Qualifications and Training .vII.pdf	pdf	62b261bb9ff11700081bb9b5	06/21/2022
Maintaining of financial records	_SOP_MTH02 Financial Record Keeping.vIII.pdf	pdf	62b262209ff11700081bb9cf	06/21/2022
Record Keeping procedures	_SOP_MTH01 Personnel Record Keeping.III.pdf	pdf	62b262959ff11700081bba5b	06/21/2022
Prevention of diversion	__SOP_MTH09_Diversion Prevention v.1.pdf	pdf	62bdf91d9ff1170008273a5d	06/30/2022
Qualifications and training	_SOP_MTH05 Qualifications and Training .vII.pdf	pdf	62cd68a7f750650008c78146	07/12/2022

Inventory procedures	__SOP_MTH015_Inventory of Marijuana v.2.pdf	pdf	62d1b81ff750650008cd2cd7	07/15/2022
Storage of marijuana	__SOP_MTH12_Storage of Marijuana v.1.pdf	pdf	62d1b82bf750650008cd2cee	07/15/2022
Dispensing procedures	__SOP_MTH16_Dispensing of Marijuana.pdf	pdf	62d1b949f750650008cd2dd2	07/15/2022
Transportation of marijuana	__SOP_MTH17_Transportation of Marijuana (1).pdf	pdf	62d574c7c4bff6000921b1cd	07/18/2022
Energy Compliance Plan	__SOP_MTH11_Energy Compliance Plan.pdf	pdf	62e3cb79fad13900086c6586	07/29/2022
Security plan	__SOP_MTH10_Security Plan v. 2 amended CCC_RFI.pdf	pdf	631f82e544fa35000aeb9b0a	09/12/2022
Policies and Procedures for cultivating.	__FINAL DRAFT. SOP_MTH13_Policy Procedure for Cultivation_RFI_CCC amended v.2.pdf	pdf	631f83acd239e20007f2a49c	09/12/2022
Diversity plan	__SOP_MTH07_Diversity Plan v.V_RFI#2_Updated.pdf	pdf	637d45b0a0fd020008c4212d	11/22/2022

ATTESTATIONS

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

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

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

Notification:

I 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: 7:30 AM	Monday To: 8:00 PM
Tuesday From: 7:30 AM	Tuesday To: 8:00 PM
Wednesday From: 7:30 AM	Wednesday To: 8:00 PM
Thursday From: 7:30 AM	Thursday To: 8:00 PM
Friday From: 7:30 AM	Friday To: 8:00 PM

Saturday From: 7:30 AM Saturday To: 8:00 PM

Sunday From: 7:30 AM Sunday To: 8:00 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:

Mass Tree Holdings, LLC

2. Name of applicant’s authorized representative:

Mark Cruz

3. Signature of applicant’s authorized representative:

Mark Cruz

Digitally signed by Mark Cruz
Date: 2022.06.15 16:36:11 -04'00'

4. Name of municipality:

Town of Rutland

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

Carol A. Benoit



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

Carol A Benoit


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).*):

cbenoit@townofrutland.org

8. Host community agreement execution date:

5/31/21



 MASS TREE HOLDINGS LLC	Plan to Remain Compliant with Local Zoning	SOP #	MTH-014
		Revision #	3
		Implementation Date	07.1.2022
Page #1	1 of 2	Last Reviewed/Update Date	6.28.22 v.3
SOP Owner: Mass Tree Holdings		Approval	MGC

Plan to Remain Compliant with Local Zoning


The purpose of this plan is to remain in compliance with local zoning within the Town of certain state-Licensed Marijuana Establishments (LMEs) in accordance with state laws and regulations regulating adult use marijuana, including MGL c. 94G and 935 CMR 500.00

Mass Tree Holdings, LLC is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the cultivation site at 79-81 Main St. Rutland, MA, which shall include, but not be limited to, the identification of any local licensing requirements for the commercial cultivation of cannabis for adult use.

Per Zoning Bylaws, a special Permit (SP) is needed for Marijuana Cultivation in Rutland. The Planning Board in Rutland oversees most special permits and site plan review for uses and structures, other than those which are permitted by right.

The first step in the Special Permit process is obtaining a determination from the Zoning Enforcement Officer/Building Commissioner about whether the proposed use or structure is allowed by right, requires site plan review, requires a special permit, or is not allowed in Rutland. If the Building Commissioner indicates that a special permit or site plan review is required, an application form must be filed with required attachments to the Planning Board. Upon receipt, the Planning Board will then meet to discuss, which the applicant is invited to attend. At that time the application will be reviewed for completeness only, and a public hearing to review the application will be scheduled seeking public input. At the public hearing, the board will either approve the application, approve the application with conditions, or will request additional information and/or changes and continue the public hearing to a later date.

According to Mass Tree Holdings Timeline for Application and Operation of Proposed Cannabis Cultivation Project, Mass Tree Holdings, expects to receive the Special Permit from Rutland within the next 90 days. Mass Tree Holdings has already met with the Planning Board and is filing all necessary site plans currently.

 MASS TREE HOLDINGS LLC	Plan to Remain Compliant with Local Zoning	SOP #	MTH-014
		Revision #	3
		Implementation Date	07.1.2022
Page #1	2 of 2	Last Reviewed/Update Date	6.28.22 v.3
SOP Owner: Mass Tree Holdings		Approval	MGC

In addition to Mass Tree Holdings. remaining compliant with existing Zoning Ordinances;
Mass Tree Holdings will continuously engage with Town of Rutland officials to remain up
to date with local zoning ordinances to remain fully compliant



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): 7/28/2022
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: 7/14/2022

b. Name of publication: Worcester Telegram & Gazette

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: 7/12/2022

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

a. Date notice(s) mailed: 7/13/2022

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.

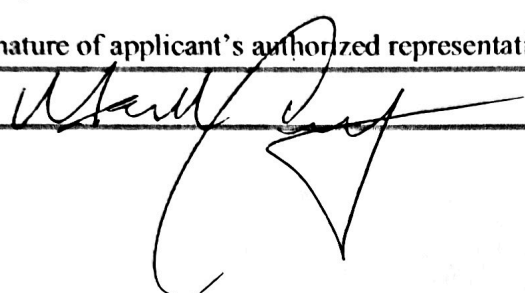
Name of applicant:

MASS TREE Holdings, LLC

Name of applicant's authorized representative:

MARK CRUZ

Signature of applicant's authorized representative:



Notice To Creditors

ance and objection at this Court before: 10:00 a.m. on the return day of 08/02/2022.

This is NOT a hearing date. You have a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.
WITNESS, Hon. Lailah A. Keamy, First Justice of this Court.
Date: July 11, 2022
Stephanie K. Fattman, Register of Probate
July 14, 2022

Public Notices

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. W022P2312
Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831-2200
CITATION ON PETITION FOR FORMAL ADJUDICATION
Estate of:
Nicholas P. Casella
Date of Death:
11/02/2017

All interested persons: A Petition for Late and Amended Formal Testacy and/or Appointment has been filed by: Nicholas A. Casella of Leicester, MA, requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Nicholas A. Casella of Leicester, MA, be appointed as Personal Representative(s) of said estate to serve Without bond on the bond in Unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 08/09/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

Public Notices

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WITNESS, Hon. Lailah A. Keamy, First Justice of this Court.
Date: June 27, 2022
Stephanie K. Fattman, Register of Probate
July 14, 2022

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday July 28th, at 6:00 PM at 79-81 Main St, Rutland MA outside in the side parking lot. The proposed Cultivation and Product Manufacturing Marijuana Establishment will be located at 79-81 Main St, Rutland MA. Any questions please email: MassTreeHoldings@gmail.com
7/14/2022

CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON
Docket No. W022P1913GD
Commonwealth of Massachusetts
The Trial Court Probate and Family Court
Worcester Probate and Family Court 225 Main Street Worcester MA, 01608
In the matter of: Justin Dunham
Of: Orange, MA

RESPONDENT Alleged incapacitated Person
To the named Respondent and all other interested persons, a petition has been filed by Christine Ramos of Orange, MA, in the above captioned matter alleging that Justin Dunham is in need of a Guardian and requesting that Christine Ramos of Orange, MA (or some other suitable person) be appointed as Guardian to serve on the bond.
The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority. You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return date of 06/28/2022. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

Public Notices

Fremont St. Worcester, MA 01603. The proposed Marijuana Microbusiness is operated by Unroot, LLC, and anticipated to be located at 41 Fremont Street Worcester, MA 01603. There will be an opportunity for the public to ask questions.
7/14/2022

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. W022P214EA
Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831-2200
CITATION ON PETITION FOR FORMAL ADJUDICATION
Estate of: Sonya Akadin
Date of Death: 01/04/2022

To all interested persons: A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by: Erol R Akaydin of Worcester MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Erol R Akaydin of Worcester MA be appointed as Personal Representative(s) of said estate to serve Without bond on the bond in an unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 08/02/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)
A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Lailah A. Keamy, First Justice of this Court.
Date: June 27, 2022
Stephanie K. Fattman, Register of Probate
July 14, 2022

PUBLIC NOTICE
On Thursday, July 21, 2022, the Auburn Zoning Board of Appeals will hold a public hearing in the Selectmen's Meeting Room of the Auburn Town Hall, 104 Central Street, 6:00 P.M. Applicant Michael Chumsoo requesting a Special Permit under section 9.3.12 of the Auburn Zoning Bylaw for an Accessory Apartment located at 58 Adella Street - Map 004 Parcel 020.

Robert Tatro, Chairman
This article is also available on the T&G website at www.telegram.com and on the Mass Newspaper Publishers Association's (MNPA) website at <http://masspublicnotice.org/>
July 7, 2022 & July 14, 2022

Public Notices

must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE
The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.
WITNESS,
Hon. Lailah A. Keamy, First Justice of this Court.
Date: July 05, 2022
Stephanie Fattman, Register of Probate
July 14, 2022

PUBLIC HEARING NOTICE
Worcester Historical Commission
111 Austin Street
(MBL 03-016-00022)

Jesse Hilgenberg of Dixon Sala Architects, on behalf of Daniel Yornie, the owner, has applied for a Certificate of Appropriateness relative to M.G.L. Chapter 40C for a vacant parcel of land situated at 111 Austin Street (HC-2022-051). Said land is located within a National Register District, and within the Crown Hill Local Historic District. The petitioner seeks to:

- Construct a new multi-family dwelling

A public hearing on the application will be held on Thursday, July 28, 2022 at 5:30 p.m. in the Levi Lincoln Chamber, 3rd floor of City Hall, 455 Main Street, Worcester, MA. Meeting attendees will additionally have options to participate remotely by joining online using this link <https://cow.webex.com/join?loc=historicalcom> missionwebex and/or calling 415-655-0001 (Access Code: 160 808 1191).

Application materials may be viewed online at: <http://www.worcesterma.gov/planning-regulatory/boards/historical-commission> or at City Hall, 455 Main Street, Rm. 404, Worcester, MA from 8:30 AM to 5:00 PM, Mon-Fri.

For more information concerning this meeting please contact the Planning Division by email (preferred) at planning@worcestermma.gov or phone at (508) 799-1400 x 31440. Please send written comments, requests for reasonable accommodation, or requests for language interpretation 48 hours or more in advance of the meeting.

Worcester Historical Commission
c/o Division of Planning & Regulatory Services
planning@worcestermma.gov (preferred)
(508) 799-1400 x 31440
July 14, 2022

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. W022P2312PO

Worcester Probate and Family Court
225 Main Street
Worcester, MA 01608
(508) 831-2200

In the Matter of DSN Realty Trust

TRUST CITATION
To all interested persons: A Petition has been filed by: Scott C McManus of Westborough MA requesting approving the removal of a trustee of the DSN Realty Trust and appoint a successor trustee, as set forth in said petition and for such

SELL IT BUY IT FIND IT

cars • garage sales
tickets • antiques
motorcycles
computers • boats
sports equipment
pets • instruments
jewelry • furniture
auctions
collectibles • jobs
appliances
yard sales • tablets
cameras • coins

CLASSIFIED

SAGE SOLUTIONS:
36 Complete Property 3 individual units, Lease and Real Estate Services for Residential and Commercial Properties
OFFICE: 455 Main Street, Worcester, MA 01608
AVP: 455 Main Street, Worcester, MA 01608
jle Family \$132,900 only - 3 Bedroom / 1 1/2 Bath - property has been FULLY RENOVATED -
to own cannot qualify for a mortgage through the PROBLEM
We BL HOUSE

Attachment B



Office of the Town Administrator

Gary Kellaher | Town Administrator
246 Main Street, Rutland, MA 01543 | (508) 886-4100

July 19, 2022

To Whom It May Concern:

On July 12, 2022, Mass Tree Holdings LLC submitted written notice of a Community Outreach Meeting scheduled for July 28, 2022 at 6:00 P.M. The notice has been published on the town website and a paper copy has been posted in Town Hall. The same process was followed for a Community Outreach Meeting held on July 11, 2022.

Should you have any further questions or concerns, please do not hesitate to reach out.

Thank you,

Tomeca L. Murphy

Tomeca L. Murphy
Executive Assistant

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday July 28th, at 6:00 PM at 79-81 Main st, Rutland Ma outside in the side parking lot. The proposed Cultivation and Product Manufacturing Marijuana Establishment will be located at 79-81 Main st, Rutland MA. Any questions please email:

MassTreeHoldings@gmail.com



300 foot Abutters List Report

Rutland, MA
June 23, 2022

Subject Property:

Parcel Number: 59A-A-22
CAMA Number: 59A-A-22
Property Address: 79 81 MAIN ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Abutters:

Parcel Number: 59A-A-19
CAMA Number: 59A-A-19
Property Address: 91 MAIN ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-A-20
CAMA Number: 59A-A-20
Property Address: 87 MAIN ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-A-23
CAMA Number: 59A-A-23
Property Address: 10 BEVERLY HILL DR

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-A-24
CAMA Number: 59A-A-24
Property Address: BEVERLY HILL DR

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-A-24.01
CAMA Number: 59A-A-24.01
Property Address: 22 BEVERLY HILL DR

Mailing Address: [REDACTED]
[REDACTED]
WORCESTER, MA 01608-1723

Parcel Number: 59A-A-24.02
CAMA Number: 59A-A-24.02
Property Address: MAIN ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-A-24.03
CAMA Number: 59A-A-24.03
Property Address: BEVERLY HILL DR

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-B-1
CAMA Number: 59A-B-1
Property Address: 2 NAQUAG ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-B-3
CAMA Number: 59A-B-3
Property Address: 4 NAQUAG ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-B-4
CAMA Number: 59A-B-4
Property Address: 82 MAIN ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

6/23/2022

Tessa Gurney
Administrative Assessor
6/23/2022

Page 1 of 2



300 foot Abutters List Report

Rutland, MA
June 23, 2022

Parcel Number: 59A-B-6
CAMA Number: 59A-B-6
Property Address: MAIN ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-B-7
CAMA Number: 59A-B-7
Property Address: 10 NAQUAG ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Parcel Number: 59A-B-8
CAMA Number: 59A-B-8
Property Address: 70 MAIN ST

Mailing Address: [REDACTED]
[REDACTED]
RUTLAND, MA 01543

Tessa Gurney
Administrative Assessor
6/23/2022



www.cai-tech.com

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6/23/2022

Page 2 of 2

7020 2450 0000 9970 6805

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail OnlyFor delivery information, visit our website at www.usps.com™.

Rutland, MA 01543

Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.60
Total Postage and Fees	\$4.60

Sent To: [REDACTED]
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7020 2450 0000 9970 6782

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail OnlyFor delivery information, visit our website at www.usps.com™.

Rutland, MA 01543

Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.60
Total Postage and Fees	\$4.60

Sent To: [REDACTED]
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7020 2450 0000 9970 6812

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail OnlyFor delivery information, visit our website at www.usps.com™.

Worcester, MA 01608

Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

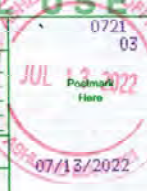
Postage	\$0.60
Total Postage and Fees	\$4.60

Sent To: [REDACTED]
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7020 2450 0000 9970 6775

**U.S. Postal Service™
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Domestic Mail OnlyFor delivery information, visit our website at www.usps.com™.

Rutland, MA 01543

Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.60
Total Postage and Fees	\$4.60

Sent To: [REDACTED]
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

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7020 2450 0000 9970 6836

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Rutland, MA 01543

Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

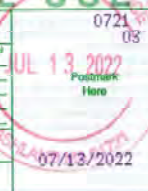
Postage	\$0.60
Total Postage and Fees	\$4.60

Sent To: [REDACTED]
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

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7020 2450 0000 9970 6799

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Rutland, MA 01543

Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.60
Total Postage and Fees	\$4.60

Sent To: [REDACTED]
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Rutland, MA 01543

OFFICIAL USE

Certified Mail Fee \$4.00

\$0.00

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.60

Total Postage and Fees \$4.60

\$

Sent

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

ASHLAND, MA 01721-9998

(800)275-8777

07/13/2022

01:58 PM

Product Qty Unit Price

First-Class Mail® 1 \$0.60

Letter

Rutland, MA 01543

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 07/15/2022

Certified Mail® \$4.00

Tracking #:

70202450000099706775

Total \$4.60

First-Class Mail® 1 \$0.60

Letter

Rutland, MA 01543

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 07/15/2022

Certified Mail® \$4.00

Tracking #:

70202450000099706782

Total \$4.60

First-Class Mail® 1 \$0.60

Letter

Rutland, MA 01543

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 07/15/2022

Certified Mail® \$4.00

Tracking #:

70202450000099706799

Total \$4.60

First-Class Mail® 1 \$0.60

Letter

Rutland, MA 01543

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 07/15/2022

Certified Mail® \$4.00

Tracking #:

70202450000099706805

Total \$4.60

First-Class Mail® 1 \$0.60

Letter

Worcester, MA 01608

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 07/15/2022

Certified Mail® \$4.00

Tracking #:

70202450000099706812

Total \$4.60

First-Class Mail® 1 \$0.60

Letter

Rutland, MA 01543

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 07/15/2022

Certified Mail® \$4.00

Tracking #:

70202450000099706836

Total \$4.60

First-Class Mail® 1 \$0.60

Letter

Rutland, MA 01543

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Fri 07/15/2022

Certified Mail® \$4.00

Tracking #:

70202450000099706829

Total \$4.60

Grand Total: \$32.20

Mass Tree Holdings, LLC – PLAN FOR POSITIVE IMPACT

Intent:

Mass Tree Holdings, LLC (hereinafter referred to as “MTH”) is committed to positively impact the residents of the Commission-approved census of Worcester, Massachusetts who were disproportionately impacted by the “war on drugs”:

Table 2. Designated Worcester Census Tracts	
Full Census Tract Name	6 Digit Tract
Census Tract 7302, Worcester County, Massachusetts	730200
Census Tract 7305, Worcester County, Massachusetts	730500
Census Tract 7310.02, Worcester County, Massachusetts	731002
Census Tract 7312.03, Worcester County, Massachusetts	731203
Census Tract 7312.04, Worcester County, Massachusetts	731204
Census Tract 7313, Worcester County, Massachusetts	731300
Census Tract 7314, Worcester County, Massachusetts	731400
Census Tract 7315, Worcester County, Massachusetts	731500
Census Tract 7317, Worcester County, Massachusetts	731700
Census Tract 7318, Worcester County, Massachusetts	731800
Census Tract 7323.02, Worcester County, Massachusetts	732302
Census Tract 7324, Worcester County, Massachusetts	732400
Census Tract 7327, Worcester County, Massachusetts	732700
Census Tract 7330, Worcester County, Massachusetts	733000

Purpose:

The Commonwealth of Massachusetts and the Cannabis Control Commission require the promotion and encouragement of equal participation in the marijuana industry in a manner that positively impacts the community. Mass Tree Holdings is committed to employing and positively impacting the community through social and economic benefit.

MTH will comply with the requirements of 935 CMR 500.105(4), which outlines both the permitted and the prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Actions and/or programs instituted by Mass Tree Holdings will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Plan for Area Disproportionate Impacted (TARGET GROUP) - Worcester:

The program for Area Disproportionate Impact will focus on having a positive impact on the following populations:

1. Past or present residents of “areas of disproportionate impact,” which have been defined by the Commission, within the City of Worcester and surrounding communities.
2. Commission-designated Economic Empowerment Priority applicants;

3. Massachusetts residents who have past drug convictions; and
4. Massachusetts residents with parents or spouses who have drug convictions.

Goals:

1. Create jobs and on-site training for qualified persons from Worcester that have been subject to disproportionate impact (Worcester). MTH will offer qualified candidates progressive compensation, employee benefits, and growth opportunities that provide a living wage and encourage consumer spending. Our goal is to have twenty-five percent (25%) of our workforce fall into one or more of the four populations identified in the Target Group.

a. New hire priority will be given to individuals who meet the TARGET GROUP. MTH will post employment opportunities with the Worcester Career Resources Center, Telegram, and Gazette. In addition, we will promote at local job fairs in Worcester County.

i. MTH will implement this program once operations begin. The progress and success of the Plan for Area Disproportionate Impacted will be documented prior to renewal of provisional or final license renewal.

ii. MTH will host a job fair each year at the Worcester Public Library to fill any available positions with qualified candidates.

b. Job postings and hiring preferences will be submitted to these organizations.

i. Job postings will clearly promote the hiring priorities of this plan and encourage individuals in the Target Group to apply.

ii. Qualified Target Group hires will be trained in accordance with “MTH’s Training Procedures” (SOP MTH -005). Training will be conducted both “on-site” and using computer-based modules available from third party online facilitators. This training will include, but is not limited to, Food Safety, Good Manufacturing and Agricultural Practices, HACCP Safety, and Marijuana Science. Training will be held yearly, or as needed.

iii. Hiring preference will be given to individuals who meet the criteria of the Target Group.

2. Mass Tree Holdings shall solicit bids from contractors, vendors, and service providers from Worcester. Our goal is to have twenty percent (20%) of the contractors, vendors, and service providers, fall into one or more of the four populations identified in the Target Group.

MTH contractor, vendor, and service provider selection will consider the following:

- a. Priority will be given to contractors, vendors, and service providers from the Target Group and/or businesses whose ownership or workforce demographics meet the Target Group criteria.
- b. MTH will advertise opportunities for contractors, vendors, and service providers on our website and with local media outlets in Worcester. These advertisements will focus on the organizations and media as outlined in this plan.
 - i. Worcester Chamber of Commerce
 - ii. Worcester Telegram & Gazette

Metrics/Measurement:

MTH will appoint a Manager to develop the program and track results to ensure MTH achieves stated goals. Such measurable outcomes, in accordance with MTH's goals and programs as described above, include:

The number and location of all job fairs in which MTH participates and documentation of all resumes received;

- a. The number of employment opportunities and individuals hired as a result of advertisements in local publications, job boards, or other on-line media, including documentation of all resumes received as a result of such advertisements; and
- b. The number of individuals from the target groups that are hired and retained for a period of at least six months, as a result of the program items and/or new innovative items implemented, but not stated, in the Plan for Area Disproportionate Impacted.
- c. Data on the use of contractors, vendors, and service providers from the Target Group

Conclusions and recommendations:

MTH will utilize the actions as stated above to measure the Plan for Area Disproportionate Impacted and demonstrate quantifiable progress and success of the Plan. MTH will review and evaluate measurable outcomes, no less than twice a year, to ensure that MTH is meeting its stated commitments. MTH will submit a report of actions, progress, and success of the Plan for Area Disproportionate Impacted to the Commission each year upon renewal of licenses.

MTH will produce a comprehensive report stating Programs & Goals, which will outline actions and key performance indicators for each program and determine whether stated goals have been achieved. This report will be made available to the Commission.



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: 001508954

1. The exact name of the limited liability company is: MASS TREE HOLDINGS LLC

2a. Location of its principal office:

No. and Street: 15 TRAILSIDE WAY
 City or Town: ASHLAND State: MA Zip: 01721 Country: USA

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

No. and Street: 79-81 MAIN ST
 City or Town: RUTLAND State: MA Zip: 01543 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:

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: COLONEL BOOTHE
 No. and Street: 26 GREENBUSH RD
 City or Town: WORCESTER State: MA Zip: 01604 Country: USA

I, COLONEL BOOTHE 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	JOANNE BRODY	15 TRAILSIDE WAY ASHLAND, MA 01721 USA
MANAGER	COLONEL BOOTHE	26 GREENBUSH RD WORCESTER, MA 01604 USA
MANAGER	MARK CRUZ	2873 SW 33RD CT MIAMI, FL 33133 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOANNE BRODY	15 TRAILSIDE WAY ASHLAND, MA 01721 USA
REAL PROPERTY	COLONEL BOOTHE	26 GREENBUSH RD WORCESTER, MA 01604 USA
REAL PROPERTY	MARK CRUZ	2873 SW 33RD CT MIAMI, FL 33133 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of May, 2021,
COLONEL BOOTHE

(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:

May 20, 2021 01:59 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0702508480
Notice Date: June 23, 2022
Case ID: 0-001-574-208



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MASS TREE HOLDINGS, LLC
15 TRAILSIDE WAY # ASHLAND
ASHLAND MA 01721-2322

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MASS TREE HOLDINGS, 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

EXHIBIT A to Series A Preferred Unit Purchase Agreement dated August 8, 2022

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
MASS TREE HOLDINGS LLC**

AMENDED AND RESTATED
LIABILITY COMPANY OPERATING AGREEMENT
OF
MASS TREE HOLDINGS LLC
(a Massachusetts limited liability company)

THIS AMENDED AND RESTATED OPERATING AGREEMENT (“Agreement”) of MASS TREE HOLDINGS LLC, a Massachusetts limited liability company (the “Company”), is made, declared and entered into effective as of August 8, 2022, (the “Effective Date”), by and among the Company and the Members (as hereafter defined) whose signatures appear on the signature page hereof (the “Members”) and those persons who are now or hereinafter admitted as Members and who are listed on the equity capitalization table hereto, and adopted by the Board of Managers (as hereafter defined).

WITNESSETH:

WHEREAS, on May 20, 2021, a Certificate of Organization forming a limited liability company known as **MASS TREE HOLDINGS LLC** under the Act were filed with the Secretary of the Commonwealth of Massachusetts; and

WHEREAS, the Members entered into that certain original operating agreement of the Company dated as of May 20, 2021 (the “Original Operating Agreement”);

NOW, THEREFORE, the Original Operating Agreement is hereby amended and restated in its entirety as follows as of the Effective Date, and the Members and the Company (and each person who subsequently becomes a Member) hereby agree that the Company shall henceforth be governed and operated pursuant to the terms of this Agreement as hereinafter set forth.

ARTICLE 1. DEFINITIONS

“Act” means the Massachusetts Limited Liability Company Act (Chapter 156C of the General Laws of the Commonwealth of Massachusetts) and any successor statute, as amended from time to time.

“Adjusted Capital Account Deficit” means the Capital Account maintained for each Member as of the end of each fiscal year of the Company after giving effect to the following adjustments:

(a) Increased by any amounts which the Member is obligated to restore under the standards set forth in Treas. Reg. § 1.704-1(b)(2)(ii)(c) or is deemed obligated to restore under Treas. Reg. § 1.704-2(g)(1) and (i)(5); and

(b) Decreased by:

(i) All losses and deductions that, as of the end of the applicable fiscal year, are reasonably expected to be allocated to the Member in years subsequent to the applicable fiscal year under Code §§ 704(e)(2) and 706(d) and under Treas. Reg. § 1.751-1(b)(i)(ii); and

(ii) Distributions that are reasonably expected to be made to the applicable Member to the extent that such distributions exceed offsetting increases in the applicable Member’s Capital Account that are reasonably expected to occur during (*or prior to*) the year in which such distributions are reasonably expected to be made.

Notwithstanding anything to the contrary contained herein, an Adjusted Capital Account Deficit shall be determined in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(d).

“Adjusted Capital Contribution” means, as of any day, a Member’s Capital Contribution adjusted as follows:

(a) Increased by the amount of any Company liabilities which, in connection with distributions pursuant to Sections 4.7(b) and 11.3, are assumed by such Member or are secured by any Company Property distributed to such Member; and

(b) Reduced by the amount of cash and the fair market value (as determined by the Members) of any Company Property distributed to such Member pursuant to Sections 4.7(b) and 11.3 and the amount of any liabilities of such Member assumed by the Company or which are secured by any Property contributed by such Member to the Company.

(c) In the event any Person transfers all or any portion of their Interest, the transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred Interest but shall not become a Member without the unanimous written consent of all of the Members other than the Member whose interest has been transferred to the transferee.

“Affiliate” of another Person means: (a) any entity or individual that directly or indirectly controls or holds the power to vote 10% or more of the outstanding voting securities of the Person in question; (b) any Person, 10% or more of whose voting securities are directly or indirectly owned, controlled or held with power to vote, by such other Person; (c) any Person directly or indirectly controlling, controlled by, or under common control with such other Person; (d) any officer, director or partner of such other Person; and (e) if such other Person is an officer, director or partner, any company for which such Person acts in any such capacity.

“Agreed Value” of any Contributed Property means the fair market value of the Property at the time of contribution as determined by the Members; provided, however, that the Agreed Value of any Property deemed contributed to the Company for Federal income tax purposes upon termination and reconstitution thereof pursuant to Code § 708 shall be determined in accordance with Section 3.7. Subject to Section 3.7, in the event that more than a single item of Property is contributed to the Company in a single or integrated transaction, the Members shall use such method as they deem reasonable and appropriate to allocate the aggregate Agreed Value of Contributed Properties among each separate Property in proportion to the respective fair market value of each such Property.

“Assumed Tax Liability” of each Member means an amount equal to the cumulative amount of federal, state and local income taxes (including any applicable estimated taxes), determined taking into account the character of income and loss allocated as it affects the applicable tax rate, that the Manager estimates would be due from such Member as of such Tax Distribution Date, (i) assuming such Member were an individual who earned solely the items of income, gain, deduction, loss, and/or credit allocated to such Member pursuant to Section 4, (ii) after taking proper account of loss carryforwards available to individual taxpayers resulting from losses allocated to the Members by the Company, to the extent not taken into account in prior periods, and (iii) assuming that such Member is subject to tax at the Assumed Tax Rate. For purposes of determining the Assumed Tax Liability of any Member, the following items shall not be taken into account: (i) adjustments by reason of Section 734(b) or (ii) adjustments by reason of Section 743(b) of the Code.

“Assumed Tax Rate” means, for any taxable year, and for any Member, the highest marginal effective rate of federal, state and local income tax applicable to such Member determined by applying the rates applicable to ordinary income (in cases where taxes are being determined on ordinary income allocated to a Member) and capital gains (in cases where taxes are being determined on capital gains allocated to a Member), and by assuming that state and local income taxes are not deductible in computing a Member’s liability for federal income tax.

“Bankruptcy” means, with respect to any Member: (i) an assignment for the benefit of creditors; (ii) a voluntary petition in bankruptcy; (iii) adjudication as a bankrupt or insolvent; (iv) the filing of a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, regulation or law; (v) the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature or (vi) seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Member’s properties or of all or any substantial part of the Member’s properties.

“Book-Tax Disparity” shall mean with respect to any item of Contributed Property or Revalued Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Revalued Property and the adjusted basis thereof for Federal income tax purposes as of such date. A Member’s share of the Company’s Book-Tax Disparities in all of its Contributed Property and Revalued Property will be reflected by the difference between such Member’s Capital Account balance, as maintained pursuant to Article 3, and the balance of such Member’s Capital Account computed as if it had been maintained strictly in accordance with Federal income tax accounting principles.

“Capital Account” means a separate account maintained and adjusted for each Member in accordance with **Article III, Section 3.5**.

“Capital Contributions” means the total amount of capital contributed by a Member to the Company, as determined from time to time, which shall include the Net Agreed Value of any Contributed Property.

“Capital Reserve Fund” has the meaning set forth in Section 4.7(a).

“Carrying Value” means:

(a) With respect to any Contributed Property, the Agreed Value of such Property reduced (but not below zero) by all depreciation, depletion (computed as a separate item of deduction), amortization and cost recovery deductions charged to the Members’ Capital Accounts;

(b) With respect to any Revalued Property, the fair market value of such Property at the time of revaluation, as determined by the Members in accordance with Section 3.7 hereof, reduced (but not below zero) by all, depreciation, depletion, amortization and cost recovery deductions charged to the Members’ Capital Accounts; and

(c) With respect to any other Company Property, the adjusted basis of such Property for Federal income tax purposes, all as of the time of determination.

The Carrying Value of any Property shall be adjusted from time to time in accordance with Section 3.7 hereof.

“Certificate of Organization” or “Certificate” means the Certificate of Organization filed for the Company in accordance with the Act, as amended or modified.

“Closing Date” has the meaning set forth in Section 5.4(b).

“Code” means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

“Common Interests” means those Interests issued to Common Members and having the rights set forth herein.

“Common Members” means those Persons owning the Common Interests.

“Common Unit” means a Common Interest of the Company.

“Company” means MASS TREE HOLDINGS LLC, a Massachusetts limited liability company.

“Company Property” or “Property” means all properties, assets and rights of any type owned by the Company.

“Contributed Property” means any property contributed to the Company at any time or from time to time (*or deemed contributed to the Company upon a termination and reconstitution thereof under Code § 708*). Once the Carrying Value of Contributed Property has been adjusted pursuant to Section 3.7 hereof, such property shall be deemed Revalued Property and shall no longer be deemed Contributed Property.

“Conversion Date” means the earlier of (i) the date of death or Permanent Disability of the last remaining Founder, or (ii) the end of the Preference Period.

“Distribution Rights” means those rights defined in **Article IV, Section 4.7**.

“Effective Date” has the meaning set forth in the introductory paragraph.

“Equity Incentive Pool” has the meaning set forth in **Article V, Section 5.10(c)**.

“Fair Market Value” means the consolidated book value of the Company at the end of the last fiscal quarter prior to the applicable Closing Date divided by the total number of Units outstanding on the applicable Closing date. The earnings and book value of the Company shall be determined by the application of generally accepted accounting principles, consistently applied, as determined by the Company’s independent public accountants whose determination shall be final and binding upon the parties. Where there is no clear market value the value shall be at cost.

“Founders” or “Founder” shall mean the Common Members listed in the equity capitalization table attached hereto as Exhibit A as of the Effective Date, who are the initial Members of the Company and who have provided certain Capital Contributions to the Company as set forth on the equity capitalization table.

“Gross Cash Receipts” means all of the Company’s liquid funds.

“Incentive Liquidation Value” means, as of the date of determination and with respect to the relevant new Incentive Units to be issued, the aggregate amount that would be distributed to the Members pursuant to this Agreement, if, immediately prior to the issuance of the relevant new Incentive Units, the Company sold all of its assets for fair market value and immediately liquidated, the Company’s debts and liabilities were satisfied and the proceeds of the liquidation were Distributed pursuant to this Agreement.

“Incentive Unit” means a Profit Interest and its Distribution Rights and liquidation rights granted from the Equity Incentive Pool according to **Article V, Section 5.10(c)**. An Incentive Unit does not include any management rights, including the right to inspect the books and records of the Company; or any voting or Membership Interest in the Company. An Incentive Unit shall only have the Distribution Rights defined in **Article IV, Sections 4.7** and the liquidation rights defined in **Section 11.3** and shall have no voting rights or membership rights in the Company. Incentive Units shall share pro rata allocations and distributions as Common Interests. Incentive Units and their associated Profits Interests shall be subject to the restrictions on transfer applicable to Common Interests in **Article V, Section 5.3**. Incentive Units shall be considered Passive Members under **Article XI, Article 11.9(a)** and shall be subject to the drag-along provisions of **Article 11.9(c)**. “Majority Interest” means one or more Members entitled to vote having among them more than fifty percent (50%) of the total outstanding Units.

“Manager” or “Managers” means the Person or Persons named in the Certificate as an initial manager of the Board of Managers of the Company and any Person appointed as a member of the Board of Managers of the Company as provided in this Operating Agreement, but does not include any Person who has ceased to be a Manager of the Company.

“Member” means each Person who acquires a Membership Interest pursuant to this Operating Agreement and is hereafter admitted to the Company as a Member as provided in this Operating Agreement.

“Membership Interest” or “Interest” means the membership interest of a Member in the Company, including the right to any and all benefits to which such Member may be entitled in accordance with this Operating Agreement, and the obligations as provided in this Operating Agreement and the Act. Membership Interests shall include the Preferred Interests and the Common Interests, and shall not include any Profits Interest or Incentive Units

“Net Agreed Value” means, as follows:

(a) In the case of any Contributed Property, the Agreed Value of such property net of liabilities either assumed by the Company upon such contribution or to which such property is subject when contributed to the Company, as determined in accordance with Code § 752; and

(b) In the case of any Property distributed to a Member, the Company’s Carrying Value of such Property at the time such Property is distributed, net of any indebtedness either assumed by such distributee Member upon such distribution or to which such Property is subject at the time of distribution determined in accordance with Code § 752.

“Net Cash Receipts” means Gross Cash Receipts less amounts contributed to the Capital Reserve Fund.

“Operating Agreement” has the meaning set forth in the introductory paragraph.

“Payment Terms” has the meaning set forth in Section 5.4(b).

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

“Preferred Interest” means the Interest issued to each Preferred Member and having the rights set forth herein. The holders of the Preferred Interests shall have equal voting rights with the Common Interest holders.

“Preferred Members” means those Persons owning the Preferred Interests.

“Preferred Unit” means a Preferred Interest of the Company.

“Proceeding” has the meaning given that term in Section 7.1.

“Profits” and “Losses” mean, for each fiscal year, an amount equal to the Company’s taxable income or loss for such year, determined in accordance with Code § 703(a) (including all items required to be stated separately) with the following adjustments:

- (a) Any income exempt from Federal income tax shall be included;
- (b) Any expenditures of the Company described in Code § 705(a)(2)(B) (including expenditures treated as such pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(1)) not otherwise taken into account in computing Profits or Losses shall be subtracted;
- (c) In the event any Company Property is revalued pursuant to Section 3.7, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such Property;
- (d) Any items which are specially allocated pursuant to Section 4.3 or 4.4 shall not be taken into account in computing Profits or Losses;
- (e) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the Carrying Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Carrying Value; and
- (f) In the case of Property having a Book-Tax Disparity, in lieu of depreciation, amortization or other cost recovery deductions allowable under the Code (“Tax Depreciation”), there shall be taken into account for each Property a depreciation allowance which bears the same ratio to its initial Agreed Value (*or, with respect to Revalued Property, its initial Carrying Value*) as the Tax Depreciation for such year bears to its beginning adjusted tax basis.
- (g) The nature of the Company’s business activities may result in periods of time greater than one year where there are no earnings and it is likely that profits will not occur on regular basis, if at all.

“Profits Interest” means the Distribution Rights pertaining to an Incentive Unit, but does not include any management rights, including the right to inspect the books and records of the Company; or any voting or Membership Interest. Profits Interests, as Incentive Units, shall share pro rata allocations and distributions as Common Interests.

“Profits Interest Hurdle” means an amount set forth in each agreement awarding such units reflecting the Incentive Liquidation Value of the relevant Incentive Units at the time the units are issued.

“Representative” means the legally appointed guardian of a mentally incapacitated Member or the legally appointed and qualified executor or personal representative of the estate of a deceased Member. In the event no such guardian, executor or personal representative is appointed, then the Representative shall mean the spouse of such incapacitated or deceased Member, or if such

Member does not have a spouse or the spouse is not then living or is unable or unwilling to act, such Member's then living lineal descendants who are willing and capable of acting one at a time in descending order of age but in no event younger than 23 years of age, or if none, such Member's then-living lineal ancestors who are willing and capable of acting, one at a time and in ascending order of age.

"Required Interest" means a majority of the total outstanding Preferred Interests.

"Revalued Property" shall mean any Property, the Carrying Value of which has been adjusted in accordance with Section 3.7(a) or (b). If a Revalued Property is deemed distributed by, and recontributed to, the Company for Federal income tax purposes upon a termination of the Company pursuant to Code § 708, such Property shall constitute a Contributed Property until the Carrying Value of such Property is, subsequently adjusted (if at all) pursuant to Section 3.7(a) or (b).

"Service Provider" means any managers, Officers, employees, consultants or other service providers of the Company or any Company Subsidiary.

"Sharing Ratio" means pro rata among the Preferred Members and the Common Members in proportion to their respective Units held, except in the event the Preferred Members' pro rata portion of Units held is less than 35% in which case Sharing Ratio shall mean 35% to the Preferred Members and 65% to Common Members.

"Tax Distribution Date" means any date that is two business days prior to the date on which estimated federal income tax payments are required to be made by calendar year partnership taxpayers and the due date for federal income tax returns of partnership calendar year taxpayers (without regard to extensions).

"Termination of Employment" means any cessation or termination of employment for any reason whatsoever including, but not limited to, voluntary or involuntary termination with or without just cause, retirement or resignation.

"Transfer" means, with respect to an Interest, a sale, assignment, gift or any other disposition by a Member, whether voluntary, involuntary or by operation of law.

"Treasury Regulations," "Treas. Reg." or "Reg." means the income tax regulations promulgated under the Code as amended from time to time (including corresponding provisions of succeeding regulations).

"Units" mean the Preferred Units and the Common Units, but shall not mean an Incentive Unit or Profits Interest.

"Unrealized Gain" attributable to any item of Company Property means, as of any date of determination, the excess, if any, of (a) the fair market value of such Property (as determined under Section 3.7 hereof) as of such date, over (b) the Carrying Value of such Property as of such date (prior to any adjustment to be made pursuant to Section 3.7 as of such date).

"Unrealized Loss" attributable to any item of Company Property means, as of any data of determination, the excess, if any, of (a) the Carrying Value of such Property as of such date (prior to any adjustment to be made pursuant to Section 3.7 as of such date), over (b) the fair market value of such Property (as determined under Section 3.7) as of such date.

"Withdrawing Member" has the meaning given that term in Section 5.3(b).

ARTICLE 2. ORGANIZATION

2.1. Formation.

(a) The Company has been organized as a Massachusetts limited liability company under and pursuant to the Act and the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts. The rights and obligations of the Members shall be as set forth in the Act except as this Operating Agreement expressly provides otherwise.

(b) The name of each Member and the amount contributed to the capital of the Company shall be listed on an equity capitalization table maintained by the Managers. The Managers shall be required to update such equity capitalization table from time to time as necessary to accurately reflect the information therein. Any amendment or revision to the equity capitalization table made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to the equity capitalization table shall be deemed to be a reference to such equity capitalization table as amended and in effect from time to time.

2.2 Name.

2.2. Name. The name of the Company is “MASS TREE HOLDINGS LLC” and all Company business shall be conducted in that name or such other name the Manager may select from time to time and which is in compliance with all applicable laws.

2.3 Registered Office and Registered Agent; Principal Office.

2.3. Registered Office and Registered Agent; Principal Office. The registered office of the Company required by the Act to be maintained in the Commonwealth of Massachusetts shall be located at 79-81 Main Street, Rutland, MA 01543. The registered agent of the Company in the Commonwealth of Massachusetts shall be Matthew Brody, an individual resident of Massachusetts. The principal office of the Company shall be at 79-81 Main Street, Rutland, MA 01543, or such place as the Board of Managers may designate from time to time, and the Company shall maintain records as required by the Act at 79-81 Main Street, Rutland, MA 01543.

2.4 Purposes.

2.4. Purposes. The Company shall have the authority to engage in any lawful business purpose or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing. The Company shall possess and may exercise all of the powers and privileges granted by the Act.

2.5 Foreign Qualification.

2.5. Foreign Qualification. The Board of Managers shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable. The Managers, as authorized persons within the meaning of the Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.6 Term.

2.6. Term. The Company commenced on the date of filing the Certificate and shall have perpetual existence until and unless dissolved in accordance with the terms of this Operating Agreement.

2.7 Recapitalization, Acquisitions, Restructuring and Mergers.

2.7. Recapitalization, Acquisitions, Restructuring and Mergers. The Company may participate in or be a party to any recapitalization, acquisition, restructuring or merger in accordance with and as allowed by the Act.

2.8 Entity Declaration.

2.8. Entity Declaration. The Company shall not be a general partnership, a limited partnership or a joint venture, and no Member shall be considered a partner or joint venturer of or with any other Member, for any purposes other than for Federal and State tax purposes, and this Operating Agreement shall not be construed otherwise.

ARTICLE 3. CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

3.1 Initial Contributions.

3.1. Initial Contributions. Except as set forth in the next sentence, the Members shall make Capital Contributions to the Company in cash or other property or services in the amount set forth in the equity capitalization table attached hereto and made a part hereof. The Members agree that any property or services other than cash contributed by each Founder has an Agreed Value as set forth in the equity capitalization table and in recognition thereof and in exchange therefore, each Founder shall be issued the Units set forth in the equity capitalization table.

3.2. Subsequent Contributions and Loan Guaranties.

Additional Capital.

3.2 Additional Capital. No Member shall be obligated to make any Capital Contributions to the Company other than those set forth on Exhibit "A."

3.3 Return of Capital Contributions.

3.3. Return of Capital Contributions. Except as set forth in Section 5.3(c) of this Agreement a Member does not have the right to withdraw as a member of the Company and agrees not to do so. A Member who withdraws as a member of the Company without the consent of the other Members shall be liable to the Company for any damages suffered by the Company on account of the breach and shall not be entitled to receive any payment for their Interest or a return of their Capital Contribution until the time otherwise provided herein for distributions to Members. Except as expressly provided herein, no Member shall be entitled to the return of any part of their Capital Contributions or to be paid interest in respect of either their Capital Account or their Capital Contributions. An unpaid Capital Contribution is not a liability of the Company or of any other Member.

3.4 Loans by Manager and Members.

3.4. Loans by Manager and Members. Any Manager or Member may, but is not obligated to, loan to the Company such sums as the Manager determines to be appropriate for the conduct of the Company's business. Any such loans shall be made upon terms and for such maturities as the Manager determines are commercially reasonable; provided, however, that the following types of loans shall require, in each case, the approval of the Required Interest: (a) loans above \$25,000; (b) loans that include an interest rate of more than 5%; and (c) loans that are otherwise on terms that are not arms-length terms for a loan of the same type and character.

3.5 Capital Accounts.

3.5. Capital Accounts. A separate Capital Account shall be maintained for each Member in accordance with Treas. Reg. § 1.704-1(b)(2)(iv). Subject to the requirements of Treas. Reg. § 1.704-1(b)(2)(iv), each Capital Account:

(a) shall be credited with: (i) all cash contributions of such Member to the Company (ii) the Net Agreed Value of Contributed Property; (iii) such Member's share of the Company's Profits; (iv) the amount of any liabilities of the Company assumed by such Member (other than liabilities included in the netting process of Subparagraph (b)(ii) below or increases in the Member's share of the Company's liabilities determined in accordance with the provisions Of Code § 752); and (v) the amount of any basis increase in Company Property attributable to investment credit recapture allocated to such Member; and

(b) shall be debited for: (i) distributions of cash to such Member, (ii) the Net Agreed Value of Company Property distributed to such Member, (iii), such Member's share of the Company's Losses (including expenditures which can neither be capitalized nor deducted for tax purposes, organization and syndication expenses not subject to amortization, and loss on sale or disposition of Company Property, whether or not disallowed under the rules of Code § 267 or 707, but excluding losses or deductions described in Treas. Reg. § 1.704-1(b)(4)(i) or (iii)); (iv) the amount of any liabilities of such Member assumed by the Company (other than liabilities already included in the netting process of subparagraph (a)(ii) above or decreases in the Member's share of the Company's liabilities determined in accordance with the provisions of Code § 752); and (y) the amount of any basis decrease in Company Property attributable to investment credit recapture allocated to such Member.

3.6 Capital Accounts Upon Sale or Exchange of Membership Interests.

3.6. Capital Accounts Upon Sale or Exchange of Membership Interests. Upon the sale or exchange of an Interest, the following shall apply: (i) if such sale or exchange causes a termination of the Company in accordance with Code § 708(b)(1)(B), the Company's Property shall be deemed to have been distributed to the Members in a liquidation of the Company and to have been recontributed to a new Company, and the Capital Accounts of the Members shall be redetermined in accordance with Section 3.7; or (ii) if such sale or exchange does not cause a termination of the Company in accordance with Code § 708(b)(1)(B), the Capital Account of the selling or exchanging Member will be transferred to the transferee on a pro rata basis.

3.7. Revaluation of Capital Accounts Upon Occurrence of Certain Events.

Contributions.

(a) Contributions. In accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) if, after the initial capital is contributed pursuant to Section 3.1, money or property in other than a de minimis amount is contributed to the Company in exchange for an Interest, the Capital Accounts of the Members and Carrying Values of all the Company's Property (determined immediately prior to such issuance) shall be adjusted to reflect the Unrealized Gain or Unrealized Loss attributable to each such Company Property as if such Unrealized Gain or Unrealized Loss had been recognized on a sale of each such item of Company Property immediately prior to such issuance and had been allocated to the Members in accordance with Article 4. In determining the Unrealized Gain or Unrealized Loss, the fair market value of Company Property shall be as determined by the Members.

Distributions.

(b) Distributions. In accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f), if money or Company Property in other than a de minimis amount is distributed (including any deemed distribution, under Section 3.6(i)) to a Member in exchange for all or part of an Interest, the Capital Accounts of the Members and the Carrying Values of all the Company's Property (determined immediately prior to such distribution) shall be adjusted to reflect the Unrealized Gain or Unrealized Loss attributable to each item of Company Property as if such Unrealized Gain or Unrealized Loss had been recognized on a sale of each such item of Company Property immediately, prior to such distribution and had been allocated to the Members in accordance with Article 4. In determining the Unrealized Gain or Unrealized Loss, the fair market value of the distributed Property shall be as determined by the Members.

ARTICLE 4. ALLOCATIONS AND DISTRIBUTIONS

4.1 Allocation of Profits.

4.1. Allocation of Profits. After giving effect to the special allocations set forth in Sections 4.3 and 4.4, Profits for each fiscal year of the Company shall be allocated among the Members as follows:

(a) First, to the Members until the cumulative Profits allocated pursuant to this Section 4.1(a) are equal to the cumulative Losses allocated pursuant to Section 4.2(a)(2) for all prior periods; and

(b) The balance to the Preferred Members and to the Common Members in accordance with the Sharing Ratio (with Incentive Units being treated as Common Units for the purposes hereof).

4.2 Allocation of Losses.

4.2. Allocation of Losses. After giving effect to the special allocations set forth in Sections 4.3 and 4.4, Losses for each fiscal year shall be allocated among the Members as follows:

(a) Except as provided in Section 4.2(b), Losses shall be allocated: (1) to the Preferred Members until their Capital Account balances are reduced to zero; and (2) the balance, if any, to the Preferred Members and the Common Members in accordance with their Capital Accounts;

(b) The Losses allocated pursuant to Section 4.2(a) shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. In the event some but not all of the members would have an Adjusted Capital Account Deficit as a consequence of an allocation of Losses pursuant to such Paragraph, the limitations set forth in this Section 4.2(b) shall be applied on a Member by Member basis so as to allocate the maximum permissible loss to each Member under the Treasury Regulations.

4.3 Special Allocations.

4.3. Special Allocations. Items of income, gain, loss and deduction shall be allocated in accordance with the provisions of this Section 4.3 without regard to the allocation provisions contained in Sections 4.1 and 4.2, in the following order:

Qualified Income Offset.

(a) Qualified Income Offset. If any Member's Capital Account is unexpectedly adjusted, for, or such Member is unexpectedly allocated or there is unexpectedly distributed to such Member any item described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4) to (6), and such treatment creates or increases a Member's Adjusted Capital Account Deficit, then without regard to the allocation provisions provided in Sections 4.1 and 4.2, the Company shall allocate to such Member items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible; provided that an allocation pursuant to this Section 4.3(a) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 4 have been tentatively made as if this Section 4.3(a) were not in this Operating Agreement.

Gross Income Allocation.

(b) Gross Income Allocation. In the event that a Member has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount the Member is obligated to restore pursuant to any provision of this Operating Agreement, and (ii) the amount the Member is deemed to be obligated to restore pursuant to Treas. Reg. § 1.704-2(g) and (i)(5), the Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.3(b) shall be made if and to the extent that the Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 4 have been tentatively made as if this Section 4.3(b) were not in this Operating Agreement.

4.4 Curative Allocations.

4.4. Curative Allocations. The allocations set forth in Section 4.3 ("Regulatory Allocations") are intended to comply with certain requirements of Treas. Reg. § 1.704-1(b). Notwithstanding any other provision of Article 4 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other profits, losses and items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other profits, losses and other items and the Regulatory Allocations to each Member shall be equal to the amount that would have been allocated if the Regulatory Allocations had not occurred.

4.5 Code Section 704(c) Allocations.

4.5. Code Section 704(c) Allocations. In accordance with Code § 704(c), income, gain, loss and deduction concerning any Contributed Property shall, solely for tax purposes, be allocated among the Members to take account of any variation between the adjusted tax basis of such Property and the Agreed Value of such Property upon contribution. If the value of any Company Property is adjusted under Section 3.7 of this Operating Agreement, subsequent allocation of income, gain, loss and deduction with respect to such Property shall take account of any variation between its adjusted tax basis for Federal income tax purposes and its Carrying Value in the same manner as under Code § 704(c). Allocations under Section 4.5 are solely for purposes of Federal income taxes and shall not affect or be taken into account in computing any Member's Capital Account.

4.6 Allocations Concerning Transferred Interests.

4.6. Allocations Concerning Transferred Interests. Unless the Code requires otherwise, any Profits or Losses allocable to an Interest which has been transferred during any year shall be allocated among the Persons who were holders of such Interest during such year by taking into account their varying interests during such taxable year in accordance with Code § 706(d) and using any convention selected by the Manager.

4.7 Cash Receipts.

(a) Capital Reserve Fund. The Board of Managers is authorized to set a capital reserve fund from Gross Cash Receipts, in an amount of up to \$350,000, which shall be exempt from the distribution mandate of Article 4.7(b). The Gross Cash Receipts less any amounts contributed towards the Capital Reserve Fund shall be the “Net Cash Receipts.”

(b) Distributions of Net Cash Receipts. Except as otherwise provided in Section 11.3, Net Cash Receipts, if any, shall be distributed to the Members and Incentive Units within thirty (30) days after the end of each fiscal year, or on a quarterly basis at the election of the Board, in the following order and priority:

(i) First, to the Preferred Members in proportion to their respective Capital Contributions until the cumulative allocations to the Preferred Members pursuant to this Section 4.7(b)(i) for the current and all previous fiscal years would result in such Preferred Members’ complete return of their Capital Contributions; and

(ii) Second, the balance to the Preferred Members and the Common Members in accordance with the Sharing Ratio. Incentive Units shall receive distributions under this Section 4.7 pari-passu with Common Interests.

4.8 Tax-Related Distributions.

4.8 Tax-Related Distributions.

(a) Prior to making distributions pursuant to Section 4.7, on each Tax Distribution Date, the Company shall, subject to the availability of funds and to any restrictions contained in any agreement to which the Company is bound, make distributions to the Members pro rata in proportion to their respective Units an amount sufficient to cause each Member to receive a distribution equal to such Member’s Assumed Tax Liability, if any.

(b) If the cumulative amount of actual federal, state and local income tax liabilities payable by a Member at a Tax Distribution Date exceeds the sum of the cumulative amount of tax distributions, distributions under Section 4.7 and the Excess Tax Distributions (as defined below) made to such Member through such Tax Distribution Date, the Company shall, to the extent permitted by applicable Law, but subject to the Act, the availability of funds and any restrictions contained in any agreement to which the Company is bound, make additional tax distributions to such Member in an amount equal to such excess (an “Excess Tax Distribution”). Any such Excess Tax Distribution shall be treated as an advance against and, thus, shall reduce (without duplication), any future distributions that would otherwise be made to such Member pursuant to Sections 4.7 and 4.8(a).

4.9 Distributions and Allocations to Incentive Units.

(a) An Incentive Unit is a Profits Interest granted in connection with the performance of services and is a right to receive distributions funded solely by the profits of the Company which are generated after the grant. As such, the Board of Managers shall, if necessary, limit distributions and allocations of profits to the Incentive Unit holder so that such distributions and allocations do not exceed the available profits in respect of the related Profits Interest.

(b) It is the intention of the parties to this Agreement that distributions to any Service Provider with respect to its Incentive

Units be limited to the extent necessary so that the related Membership Interest constitutes a Profits Interest. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Agreement, the Company shall, if necessary, limit any Distributions to any Service Provider with respect to his Incentive Units so that such Distributions do not exceed the available profits in respect of such Service Provider's related Profits Interest. Available profits shall include the aggregate amount of profit and unrealized appreciation in all of the assets of the Company between the date of issuance of such Incentive Units and the date of such Distribution, it being understood that such unrealized appreciation shall be determined on the basis of the Profits Interest Hurdle applicable to such Incentive Unit. In the event that a Service Provider's Distributions and allocations with respect to his Incentive Units are reduced pursuant to the preceding sentence, an amount equal to such excess Distributions shall be treated as instead apportioned to the holders of Common Units and Incentive Units that have met their Profits Interest Hurdle (such Incentive Units, "Qualifying Incentive Units"), pro-rata in proportion to their aggregate holdings of Common Units and Qualifying Incentive Units treated as one class of Units.

ARTICLE 5. MEMBERSHIP; DISPOSITIONS OF INTERESTS

5.1 Members.

5.1. Members. The Members of the Company are the Persons executing this Operating Agreement as Members as of the Effective Date of this Operating Agreement, each of which is admitted to the Company as a Member effective as of the Effective Date, and such Persons subsequently admitted as Members of the Company in accordance with the terms of this Agreement and listed as such on the books and records of the Company.

5.2 Representations and Warranties.

5.2. Representations and Warranties. Each Member hereby represents and warrants to the Company and to each other Member that: (a) if that Member is a corporation, it is duly organized, validly existing, and in good standing under the law of the State of its incorporation and is duly qualified and in good standing as a foreign corporation in the jurisdiction of its principal place of business (if not incorporated therein); (b) if that Member is a limited liability company, it is duly organized, validly existing, and (if applicable) in good standing under the law of the State of its organization, and is duly qualified and (if applicable) in good standing as a foreign limited liability company in the jurisdiction of its principal place of business (if not organized therein); (c) if that Member is a partnership, trust, or other entity, it is duly formed validly existing, and (if applicable) in good standing under the law of the State of its formation, and if required by law is duly qualified to do business and (if applicable) in good standing in the jurisdiction of its principal place of business (if not formed therein), and the representations and warranties in clauses (a)–(c), as applicable, are true and correct with respect to each partner (other than limited partners), trustee, or other member thereof; (d) the Member has full corporate, limited liability company, partnership, trust, or other applicable power and authority to execute and agree to this Operating Agreement and to perform its obligations hereunder and all necessary actions by the board of directors, shareholders, members, partners, trustees, beneficiaries, or the Persons necessary for the due authorization, execution, delivery, and performance of this Operating Agreement by that Member have been duly taken; (e) the Member has duly executed and delivered this Operating Agreement; (f) the Member's authorization, execution, delivery, and performance of this Operating Agreement does not conflict with (i) any law, rule or court order applicable to that Member, (ii) that Member's articles of incorporation, bylaws, partnership agreement, operating agreement or articles of organization, or (iii) any other agreement or arrangement to which that Member is a party or by which it is bound; (g) the Member is acquiring its Interest for its own account for investment and not with a view to the resale, distribution or fractionalization thereof, (h) the Member has, alone or together with their purchaser representative (if any), such knowledge and experience in financial matters that they are capable of evaluating the relative risks and merits of this investment; (i) the Member has adequate means of providing for their current needs and personal contingencies and has no need for liquidity in this investment; (j) all documents and records requested by the Member have been delivered or made available to him and the Member's investment decision is based upon their own investigation and analysis and of the representations or inducements of any Member; and (k) the Member understands that the Interests have not been, and will not be, registered under the Securities Act of 1933, or any State securities laws, in reliance upon applicable exemptions from registration.

5.3 Restrictions on Transfer of Interests.

No Voluntary Transfers.

5.3(a) No Voluntary Transfers. Except as otherwise specifically provided in this Operating Agreement, the parties have agreed that it is not desirable that any of the Membership Interests be sold or transferred because the Members desire to provide for continuity

of management of the Company. The parties desire to ensure that no stranger becomes a Member or the holder of a Membership Interest without the consent of all of the other Members. The parties believe it is in the best interest of the Company and the Members to restrict the transfer of Membership Interests in the following manner. No Member may Transfer an Interest in the Company without the written consent of a Majority Interest. Any attempted Transfer of an Interest, or any part thereof, without compliance with this Operating Agreement shall be, and is hereby declared, null and void ab initio. The foregoing transfer restriction is intended to permit the harmonious operation of the Company's business, is reasonable in view of the Company's purpose and the relationship of the Members, and may be specifically enforced by the Company, the Manager and each Member. If an Interest is Transferred in accordance with this paragraph, or is transferred on account of a Member's death, bankruptcy, the enforcement of a judgment lien against the Interest, an attachment, seizure, an action for levy and sale or a determination of incompetency, the transferee shall not be admitted as a member or Member of the Company without the written consent of a Majority Interest.

Involuntary Transfers.

(b) Involuntary Transfers. In the event of any Member's Bankruptcy, death or withdrawal, or ineligibility for holding membership in the Company due to Massachusetts state marijuana licensing qualifications (each an "Involuntary Transfer"), for a period of sixty (60) days after the date thereof, the Company shall have the option to purchase all or any portion of the Membership Interest of such Member (a "Withdrawing Member"), for the price and upon the terms set forth in Section 5.4. If the Company does not exercise its option to purchase all of the Withdrawing Member's Interest, for a period ending on the date (the "Option Termination Date") that is fifteen (15) days after the close of the Company's 60-day option period, each of the other Members ("Remaining Members") shall have an option to purchase all, but not less than all, of such Withdrawing Member's Interest at the price and upon the terms set forth in Section 5.4. Such option may be exercised by the Remaining Members, in proportion to their Units or as they may otherwise agree, by notice to the Withdrawing Member during the 15-day period.

Permitted Transfers.

(c) Permitted Transfers to Individuals. With respect to a Member that is an individual: (i) such Member's spouse, parent, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such natural persons (collectively, "Family Members"); (ii) a trust under which the distribution of Membership Interests may be made only to such Member and/or any Family Member of such Member; (iii) a charitable remainder trust, the income from which will be paid to such Member during his or her life; (iv) a corporation, partnership or limited liability company, the shareholders, partners or members of which are only such Member and/or Family Members of such Member; or (v) such Member's executors, administrators, testamentary trustees, legatees or beneficiaries, by will or the laws of intestate succession.

(d) Permitted Transfers to Entities. With respect to a Member that is a corporation, limited liability company, or trust: (i) any member, shareholder, or beneficiary of such Member, or (ii) any entity having the same ownership of such Member.

Admission of Successors.

(e) Admission of Successors. Any representative or successor who is not admitted as a Member shall be entitled to receive the allocations and distributions attributable to the transferred Interest, but shall not be deemed a Member or entitled to inspect the Company's books and records, receive an accounting of Company financial affairs or otherwise take part in the Company's business or exercise the rights of a Member under this Operating Agreement.

No Withdrawal

(f) A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. Notwithstanding anything else contained herein, so long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member. Notwithstanding anything contained herein to the

contrary, in the event any Member is determined to be unfit to have an ownership or permitted economic interest in a marijuana business pursuant to applicable laws, such Member shall be subject to an Involuntary Transfer as set forth in Section 5.03(b) above.

5.4 Purchase Price and Terms of Payment.

5.4. Purchase Price and Terms of Payment. The purchase price and the terms of payment shall be determined as follows:

Purchase Price.

(a) Purchase Price; Fair Value. The purchase price for Interests to be acquired pursuant to Section 5.3(b) shall be equal to the then-current Fair Value of such Interests (“Purchase Price”) as of the last day of the month preceding the Withdrawing Member’s death, Bankruptcy or withdrawal. As used with regards to the Purchase Price, the term “Fair Value” shall mean the amount an informed and willing buyer under no compulsion to buy would be willing to pay and an informed and willing seller under no compulsion to sell would be willing to accept for all right, title and interest in the Interest, which determination shall be made by the mutual agreement of the Company and the Withdrawing Member. In the event that the Company and the Withdrawing Member are unable to agree upon the Fair Value within one hundred and twenty (120) days of the date of the Withdrawing Member’s death, Bankruptcy or withdrawal, the Fair Value shall be determined by an independent valuator selected by mutual agreement of the Company and the Withdrawing Member, and the costs and expenses incurred in connection with the engagement of such independent valuator shall be shared equally by the Company and the Withdrawing Member. In the event the Withdrawing Member and the Company cannot agree upon an independent valuator, each of them shall separately select an independent valuator and such valutors shall select a third valuator, which third valuator shall determine the Fair Value.

Payment Terms.

(b) Payment Terms. The closing of the purchase and sale of a Withdrawing Member’s Interest pursuant to Section 5.3(b) shall take place on the date selected by the parties or, if not otherwise agreed, on the date that is thirty (30) days after the Option Termination Date (the “Closing Date”). Payment of the purchase price shall be made on the following terms (“Payment Terms”). The purchase price will be paid in no more than five (5) equal annual installments, the first of which shall be paid on the Closing Date. The remaining installments shall be due (but may be paid prior to at the Company’s discretion) on the following subsequent consecutive anniversaries of the Closing Date, with simple interest at the Prime Rate determined as in effect on January 1 of the year in which each respective payment is due. The unpaid balance may be prepaid without penalty in full or in part at any time and from time to time.

Delivery of Documents.

(c) Delivery of Documents. The Withdrawing Member or their Representative shall deliver documents satisfactory to the Company (or, in the case of an involuntary transfer under Section 5.3(b), the Remaining Members who have exercised their option in accordance with Section 5.3(b)), conveying their Membership Interest free and clear of all liens, claims and encumbrances (“Documents”). If, on the Closing Date, the Withdrawing Member or their Representative is unable or unwilling to produce the Documents, then the Person or Persons having the right to purchase the Interests may, at their option, deposit the portion of the Purchase Price then due and payable, and all subsequent installments when due, with a bank or trust company or the Company’s independent public accountant or attorney to be held in trust for the withdrawing Member until they comply with the terms of this Operating Agreement. Upon deposit of the first installment of the Purchase Price as aforesaid and the receipt of written notice thereof, the Withdrawing Member shall have no further rights in their Interests and the Company shall register the transfer of the Interests on its books and records to the transferee or transferees having made such a deposit.

Right To Withhold Payments.

(d) Right To Withhold Payments. The Company may withhold any payments due to a Withdrawing Member during the periods that said Withdrawing Member is in violation of any provision of Section 5 and offset against such payments the amount of any damages incurred by the Company on account of the breach.

5.5 Additional Members.

5.5. Additional Members. Additional Persons may be admitted to the Company as Members and new Membership Interests may be issued to those Persons and to existing Members upon the approval of a Required Interest and a Majority Interest on such terms and conditions as they may determine at the time of admission of such additional Persons. The terms of admission or issuance shall be in accordance with this Operating Agreement unless the Members admitting such new Member determine, subject to the approval of a Required Interest and a Majority Interest, to otherwise specify a different Sharing Ratio applicable thereto. The creation of different classes or groups of Interests having different rights, powers and duties shall be in accordance with Section 5.10. The provisions of this Section 5.5 shall not apply to Transfers of Membership Interests.

5.6 Interests in Member.

5.6. Interests in Member. A Member that is not a natural person may not cause or permit an ownership interest, direct or indirect, in itself to be disposed of such that, after the disposition: (a) the Company would be considered to have terminated within the meaning of Code § 708; or (b) without the written consent of a Majority Interest, that Member shall cease to be controlled by substantially the same Persons who control it as of the date of the Member's admission to the Company. For a period of 120 days after notice to the Company of any Member's breach of the provisions of this Section 5.6, the Company shall have the option to buy, and on exercise of that option the breaching Member shall sell, the breaching Member's Membership Interest, at the price determined in accordance with Section 5.4. The breaching Member shall deliver documents satisfactory to the Company conveying their Membership Interest free and clear of all liens, claims and encumbrances, any of which may be paid out of the purchase price, with the remainder, if any, paid to the breaching Member. If the purchase price is insufficient to satisfy any such liens, the breaching Member shall discharge the balance. The provisions of this Section 5.6 shall not apply to permitted transfers pursuant to Section 5.3(d).

5.7 Information.

5.7. Information. In addition to the other rights specifically set forth in this Operating Agreement, each Member is entitled to all information to which that Member is entitled to have access pursuant to the Act under the circumstances and subject to the conditions therein stated.

5.8 Liability to Third Parties.

5.8. Liability to Third Parties. No Member or Manager shall, by virtue of their status as a Member or their ownership of an Interest, be liable for the debts, obligations or liabilities of the Company.

5.9 Lack of Authority.

5.9. Lack of Authority. No Member (other than a Member who is also a Manager) has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company, except to the extent that such act or expenditure has been approved by a Required Interest or such greater interest required by this Operating Agreement, the Certificate or applicable law.

5.10. Members' Units.

Authorization.

(a) Authorization. The Units of the Company shall be divided into two classes, Preferred Units and Common Units, which shall have equal voting rights. If adopted by resolution of the Manager, Preferred Units and Common Units shall be represented by certificates. The total number of Units which the Company has the authority to issue is 350,000 Preferred Units and 585,000¹ Common Units. Subject to the terms of this Agreement and to the approval of a Required Interest, Units may be issued in series from time to time by the Board of Managers, and subject to the approval of a Required Interest, the Board of Managers may increase or decrease the number of authorized Units and to fix by resolution or resolutions the designations and the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, of each series of Units. Any change to the number of authorized Units pursuant to approval from a Required Interest and a Majority Interest shall not be considered an amendment of this Agreement.

¹ NTMT: We want to see updated UPA.

Certificate of Designation.

(b) Certificate of Designation. Convertible Interests and Securities. When any series of Units has been authorized by the Required Interest, Majority Interest, and/or Board of Managers, as applicable, pursuant to Section 5.10(a), the special rights, preferences and other terms of such series of Units shall be as set forth in this Agreement unless and until a certificate of designation is attached, which shall be in a form that is approved and adopted by the Board of Managers and annexed to this Agreement. The annexation of a certificate of designations to this Agreement shall not be considered an amendment of this Agreement.

Equity Incentive Pool.

(c) Equity Incentive Pool. A reserve of 65,000 Incentive Units, to be known as the “Equity Incentive Pool,” is established and reserved for the purpose of attracting and rewarding key employees and members of management. Notwithstanding any other provision in this Agreement, up to 65,000 Incentive Units, each representing the equivalent Distribution Right for a corresponding Common Unit in the Equity Incentive Pool, may be granted by the Company at any time as compensation for bona fide services provided to the Company. Incentive Units shall be designated as Profits Interests or phantom equity units under a management incentive compensation plan duly adopted by the Board of Managers. The Company intends that (a) the Incentive Units be treated as “profits interests” within the meaning of the Code, Treasury Regulations promulgated thereunder, and any published guidance by the Internal Revenue Service with respect thereto; (b) the granting of such interests not be a taxable event to the recipient as provided in the Code, Treasury Regulations promulgated thereunder, and any published guidance by the Internal Revenue Service with respect thereto; and (c) this Agreement be interpreted consistently with such intent.

Immediately prior to each subsequent issuance of Incentive Units, the Company shall determine in good faith the Incentive Liquidation Value. In each award of Incentive Units that the Company enters into with a Service Provider for the issuance of new Incentive Units, the Company shall include an appropriate Profits Interest Hurdle for such Incentive Units on the basis of the Incentive Liquidation Value immediately prior to the issuance of such Incentive Units.

The Company and each Member hereby acknowledge and agree that, with respect to any Service Provider, such Service Provider’s Incentive Units constitute a “profits interest” in the Company within the meaning of Rev. Proc. 93-27 (a “Profits Interest”), and that any and all Incentive Units received by a Service Provider are received in exchange for the provision of services by the Service Provider to or for the benefit of the Company in a Service Provider capacity or in anticipation of becoming a Service Provider. The Company and each Service Provider who receives Incentive Units hereby agree to comply with the provisions of Rev. Proc. 2001-43, and neither the Company nor any Service Provider who receives Incentive Units shall perform any act or take any position inconsistent with the application of Rev. Proc. 2001-43 or any future Internal Revenue Service guidance or other Governmental Authority that supplements or supersedes the foregoing Revenue Procedures.

Incentive units shall receive the following tax treatment:

- (i) the Company and each Service Provider who receives Incentive Units shall treat such Service Provider as the owner of such Incentive Units from the date of their receipt, and the Service Provider receiving such Incentive Units shall take into account his distributive share of net Income, net loss, income, gain, loss and deduction associated with the Incentive Units in computing such Service Provider’s income tax liability for the entire period during which such Service Provider holds the Incentive Units.
- (ii) each Service Provider that receives Incentive Units shall make a timely and effective election under Code Section 83(b) with respect to such Incentive Units and shall promptly provide a copy to the Company. Except as otherwise determined by the Company, both the Company and all Members shall (a) treat such Incentive Units as outstanding for tax purposes, (b) treat such Service Provider as a partner for tax purposes with respect to such Incentive Units and (c) file all tax returns and reports consistently with the foregoing. Neither the Company nor any of its Members shall deduct any amount (as wages, compensation or otherwise) with respect to the receipt of such Incentive Units for federal income tax purposes.
- (iii) in accordance with the finally promulgated successor rules to Proposed Regulations Section 1.83-3(l) and IRS Notice 2005-43, each Member, by executing this Agreement, authorizes and directs the Company to elect a safe harbor under which the Fair Market Value of any Incentive Units issued after the effective date of such Proposed Regulations (or other guidance)

will be treated as equal to the liquidation value (within the meaning of the Proposed Regulations or successor rules) of the Incentive Units as of the date of issuance of such Incentive Units. In the event that the Company makes a safe harbor election as described in the preceding sentence, each Member hereby agrees to comply with all safe harbor requirements with respect to Transfers of Units while the safe harbor election remains effective.

For the avoidance of doubt:

- (i) No Incentive Units shall have any pre-emptive right to acquire new units or new profit share interests;
- (ii) no Incentive Units, shall have any Tag-Along Right (as defined below); and all Incentive Units, shall be subject to any rights of the holders of Common Units to drag along the holders of Incentive Units.

5.11. Member Share Certificates and Fractional Units.

(a) The Company shall keep at its principal place of business the Members' Units Certificate Register. Upon the surrender of any certificate representing Units (a "Certificate") at such place, the Company shall, at the request of the record holder of such Certificate, execute and deliver (at the Company's expense) a new Certificate or Certificates in exchange therefor representing in the aggregate the number of Units represented by the surrendered Certificate. Each such new Certificate shall be registered in such name and shall represent such number of Units as is requested by the holder of the surrendered Certificate and shall be substantially identical in form to the surrendered Certificate.

(b) Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any Certificate evidencing Units, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Company (*provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory*), or, in the case of any such mutilation upon surrender of such Certificate, the Company shall (at its expense) execute and deliver in lieu of such Certificate a new Certificate of like kind representing the number of Units of such class represented by such lost, stolen, destroyed or mutilated Certificate and dated as of the date of such lost, stolen, destroyed or mutilated Certificate.

(c) The Company may, but shall not be required to, issue fractions of Units. If it does not issue fractions of a Unit, it shall (a) arrange for the disposition of fractional Units by those entitled thereto, (b) pay in cash the fair value of fractions of a Unit as of the time when those entitled to receive such fractions are determined or (c) issue scrip or warrants in registered form (either represented by a Certificate or uncertificated) or in bearer form (represented by a Certificate) which shall entitle the holder to receive a full Unit upon the surrender of such scrip or warrants aggregating in a full Unit. A Certificate for a fractional Unit or an uncertificated fractional Unit shall, but scrip or warrants shall not, unless otherwise provided therein, entitle the holder to exercise applicable voting rights, to receive distributions thereon and to participate in any of the assets of the Company in the event of liquidation.

5.12. Preferred Interest Anti-Dilution Protection

5.12 Preferred Interest Anti-Dilution Protection. In the event the Company undertakes to issue Membership Interests in excess of the authorized Units as established in Section 5.10(a) above (with such authorized capital increase subject to the affirmative consent of a Required Interest), the Company shall issue additional Units to each Preferred Member on a *pro rata* basis, without further consideration, such that the collective ownership of the Company's outstanding Preferred Interests shall not fall below thirty-five percent (35%) on a fully diluted basis, as calculated after giving effect to the anti-dilutive issuance.

ARTICLE 6. MANAGEMENT; POWERS AND DUTIES OF BOARD OF MANAGERS

6.1 Management of Company.

6.1. Board of Managers. The management of the Company shall be exclusively vested in the Board of Managers, which shall consist of a number of managers designated by the Members, hereby set at seven (7). The initial Board of Managers is hereby designated by the Founders to consist of Mark G. Cruz (individually a "Manager" and collectively, the "Managers" or the "Board of Managers"), to

serve until a Successor is appointed at a duly-called meeting of the Members. The majority in interest of the Members shall have the authority appoint, replace and remove legal or natural persons to the Board of Managers to conduct the affairs and business of the Company. The Preferred Members, through the written action of a Required Interest, shall have the authority appoint, replace and remove one (1) legal or natural person to the Board of Managers. Subject to Section 6.2 below, each member of the Board of Managers shall have the power, on behalf of the Company, to do any and all acts necessary or convenient to carry out the business and affairs of the Company. Any action taken by the Board of Managers, or one Manager on behalf of the Company in accordance with the provisions of this Article 6, shall constitute the act of and shall serve to bind the Company. To the extent permitted by the Members, the Board of Managers of the Company shall be, and hereby is, authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things, and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company as it may deem necessary or appropriate.

6.2 Specific Rights and Powers of Board of Managers.

6.2(a). Specific Rights and Powers of the Board of Managers. In addition to the rights and powers which the Board of Managers may have in accordance with Section 6.1, and except as otherwise specifically limited in this Operating Agreement or under applicable law, the Board of Managers shall have all specific rights and powers required for the management of the business of the Company including, without limitation, the right to do the following:

(i) Acquire real or personal property which may be necessary or appropriate to accomplish the purposes of the Company, including, but not limited to investments in and ownership of interests in securities of publicly traded or privately held corporations, partnerships, limited partnerships, limited liability companies, business trusts or any other entity or vehicle determined to be acceptable for investment purposes by the Manager;

(ii) Develop, operate, maintain, sell, transfer, assign, convey, or otherwise dispose of or deal with all or any part of Company Property;

(iii) Incur debt for Company purposes and mortgage or pledge Company Property; secure or provide for the repayment of loans; prepay, refinance; recast, modify, extend or consolidate any loan affecting Company Property;

(iv) Incur all reasonable expenditures and pay all obligations of the Company;

(v) Execute any and all contracts, agreements, documents or instruments of any kind which the Manager may deem necessary or appropriate for carrying out the purposes of the Company, including, without limitation, sublicenses, contracts with suppliers and customers, leases, subleases, easements, deeds, notes, mortgages and other agreements, documents or instruments of any kind or character or amendments of any such documents or instruments;

(vi) Acquire and maintain any contract of insurance which the Manager deems necessary or advisable and covering such risks as are appropriate in the discretion of the Manager including, without limitation, insurance policies insuring the Company and the Manager against liability, and for the conservation of the Company's Property;

(vii) Employ, engage, or retain and dismiss any Person as an employee, agent, independent contractor, advisor, attorney or accountant, or in such other capacities as the Manager may deem necessary;

(viii) Supervise the preparation and filing of all Federal, State and local tax returns and make tax elections on behalf of the Company; and

(ix) Perform any and all, other acts or activities necessary or incidental to the operation of the business of the Company.

(b) The following actions shall require the affirmative vote (which may be by written consent) of the Required Interest, except to the extent they represent expenditures which have been pre-approved in the budget attached hereto as Exhibit B:

- (i) borrow monies on behalf of the Company in an amount in excess of \$50,000.00;
- (ii) lend, with or without security, any securities, instruments or other property of the Company;
- (iii) enter into, execute or perform any related party transaction;
- (iv) pursuant to Section 3.4, enter into a loan with a Manager or Member, whereby the loan: (a) exceeds \$25,000; (b) includes an interest rate of more than 5%; and/or (c) includes terms that are not arms-length terms for a loan of the same type and character;
- (v) make capital expenditures or incur any commitments for capital expenditures in excess of \$75,000.00;
- (vi) enter into, amend or terminate any line of business; or similar matters;
- (vii) sell, lease, pledge or otherwise dispose of a majority, all or substantially all of the assets of the Company;
- (viii) increase, or in any way attempt to issue Membership Interests, in excess of, the authorized Units set forth in Section 5.10(a);(ix) increase or in any way attempt to issue a Membership Interest, or any interest, note, or other instrument or right which may convert into an equity interest in the Company, such that the 350,000 Preferred Units authorized in Section 5.10 shall have a right to less than 35% of the profits, voting rights, and/or liquidation value of the Company;
- (x) take any action to merge or consolidate with or into any other entity, or dissolve, liquidate or wind up the Company; and
- (xi) make a determination to dissolve the Company.

6.3 Number, Tenure and Qualifications.

6.3. Number, Tenure and Qualifications. The Board of Managers shall initially consist of the Managers listed in Section 6.1 above. The Managers shall hold office for the term for which the Managers are elected or until their Successor(s) shall have been elected and qualified. A Manager need not be a resident of Massachusetts. The number of Managers of the Board of Managers may be increased or decreased from time to time by resolution of the Board of Managers; but no decrease shall have the effect of shortening the term of any incumbent Manager. Pursuant to Section 6.1 above, a Required Interest may appoint, replace and remove one (1) legal or natural person to the Board of Managers at any time by their written consent delivered to the Board of Managers, which may be delivered by email.

6.4 Appointment; Vacancies; Removal; Resignation.

6.4. Vacancies; Removal; Resignation. Any vacancy occurring in the Board of Managers, including by reason of an increase in the number of Managers, shall be filled by election at a meeting of the Members called for that purpose. A Manager elected to fill a vacancy occurring other than by reason of an increase in the number of Managers shall be elected for the unexpired term of their predecessor in office if any. Any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the remaining Managers or Members. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

6.5 Action Without Meeting.

6.5. Action Without Meeting. Unless specifically prohibited by the Certificate, any action required to be taken at a meeting of the Board of Managers, or any other action which may be taken at a meeting of the Board of Managers, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Managers entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be. Any such consent signed by all the Managers of the Board of Managers shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Department of State or with anyone else.

6.6 Compensation.

6.6. Compensation. Subject to the written approval of the Board of Managers, the Managers shall be entitled to be reimbursed for documented out-of-pocket costs and expenses incurred in the course of their service hereunder upon presentation of receipts and itemized expense reports. The Managers shall not receive any other fees or salaries for serving as Managers of the Company.

6.7 Conflicts of Interest.

6.7. Conflicts of Interest. The Managers must devote substantial time, but shall not be required to devote full time to the Company's business. No Manager, Member or officer of the Company may engage in management of other business ventures that are in direct competition with the Company's primary business in the Commonwealth of Massachusetts. The Company may transact business with any Manager, Member, officer or Affiliate thereof provided that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

ARTICLE 7. MEETINGS OF MEMBERS

7.1 Meetings.

7.1. Meetings. A meeting of the Members may be called by the Board of Managers or by Members holding not less than twenty-five percent (25%) of the Units. The meeting shall be held at the principal place of business of the Company or as designated in the notice or waivers of notice of the meeting.

7.2 Notice.

7.2. Notice. Notice of any meeting of the Members shall be given no fewer than 10 days and no more than 30 days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 12.2 and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully culled or convened.

7.3 Quorum.

7.3. Quorum. The holders of a majority of the total Member Units of the Company, which shall include a Required Interest for all such action requiring the affirmative vote or approval of a Required Interest under this Agreement, present in person or represented by proxy, shall constitute a quorum for transaction of business at any meeting of the Members.

7.4 Manner of Acting.

7.4. Manner of Acting. The act of the holders of a majority of the Units entitled to vote and present at a meeting at which a quorum is present, shall be the act of the Members, unless the act of a greater number (such as a Majority Interest) is required by statute, this Operating Agreement or the Certificate.

7.5 Action Without Meeting.

7.5. Action Without Meeting. Unless specifically prohibited by the Certificate, any action required to be taken at a meeting of the Members or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the holders of all of the Units entitled to vote at a meeting were present and voting. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

7.6 Telephonic Meetings.

7.6. Telephonic Meetings. The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

7.7 Proxies.

7.7. Proxies. Each Member entitled to vote at a meeting of Members or to express consent or dissent to action in writing without a meeting may authorize another Person or Persons to act for him by proxy. Such proxy shall be deposited at the principal offices of the Company not less than 48 hours before a meeting is held or action is taken, but no proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

7.8 Voting of Units.

7.8. Voting of Units. Except as otherwise specifically provided herein or in the Act, all voting rights of the Members shall be exclusively vested in the Members in proportion to their Interests. Each outstanding Unit shall be entitled to one vote upon each matter submitted to the Members for a vote.

7.9 Arbitration of Deadlock.

7.9. Arbitration of Deadlock. If any vote is required on any matter under this Operating Agreement, and there are neither sufficient votes to approve or disapprove the matter, then the matter will be deemed to be subject to a deadlock and the following shall apply. Within ten (10) days following the date of the incident at which the deadlock occurred (“Deadlock Notice Period”), each Member or Manager participating in the vote that is subject to the deadlock (each a “Deadlocked Party”) shall provide notice to all other Deadlocked Parties of a representative appointed to meet with the representative of each of the other Deadlocked Parties, which representatives shall serve as agents of each of their respective Deadlocked Parties. The representatives intent and efforts shall be to resolve the deadlock. Each Deadlocked Party providing such a representative shall be responsible for the compensation and payment of any fees, expenses or charges for its respective representative appointed by such Deadlocked Party. In the event any Deadlocked Party fails to appoint a representative and provide such notice within the Deadlock Notice Period, such Party waives their right to vote in respect to the matter which is the subject of the deadlock and the votes of the remaining Deadlocked Parties shall control. In the event the representatives are unable to resolve the deadlock within twenty (20) days after the date of expiration of the Deadlock Notice Period, the Deadlock Parties shall agree that all representatives shall within five (5) days after the expiration of such twenty (20) day period, unanimously agree to the appointment of an independent third party which may, but need not be, a professional arbitrator, to resolve the deadlock. Notwithstanding the foregoing, at the request of any Deadlocked Party at the time of the determination of the independent third party, the matter shall be submitted to arbitration before a professional arbitrator in accordance with the Rules of the American Arbitration Association. The Deadlocked Parties shall vote in accordance with the decision of the independent third party or arbitrator, as the case may be, in order to resolve the deadlock. Each Deadlocked Party shall be responsible for its pro rata portion of the compensation and payment of all fees, expenses and charges of such independent third party or arbitrator in accordance with the number of Units held by each Deadlocked Party.

ARTICLE 8. INDEMNIFICATION

8.1 Right To Indemnification.

8.1. Right To Indemnification. Subject to the limitations and conditions provided in this Article 8 and in the Act, each Person (“Indemnified Person”) who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (“Proceeding”), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a Person of whom they are the legal representative, is or was a Manager or Member of the Company or is or was serving as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise that is or was a Manager or Member shall be indemnified by the Company against judgments; penalties (including excise and similar taxes

and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful, and, in each case, which does not constitute willful misconduct or gross negligence. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which, they reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that their conduct was unlawful.

8.2 Derivative Claims.

8.2. Derivative Claims. Subject to the limitations and conditions provided in this Article 8 and in the Act, the Company shall and does hereby indemnify any Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Person is or was a Manager or Member of the Company, or is or was serving as a manager, director, officer, employee or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise that is or was a Manager or Member, against expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection with the defense or settlement of such action or suit, if such Person acted in good faith and in a manner the Person reasonably believed to be in, or not opposed to, the best interests of the Company, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable for negligence or misconduct in the performance of their duty to the Company unless, and only to the extent that, the court in which I such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

8.3 Success on Merits.

8.3. Success on Merits. To the extent that a Person has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 8.1 or 8.2, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Person in connection therewith.

8.4 Determinations.

8.4. Determinations. Any indemnification under Section 8.1 or 8.2 (unless by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification is proper in the circumstances because such Person has met the applicable standard of conduct set forth therein. Such determination shall be made (i) by the holders of a majority of Units entitled to vote and held by Members who were not parties to such Proceeding, or (ii) if such a quorum is not obtainable, by independent legal counsel in a written opinion.

8.5 Survival.

8.5. Survival. Indemnification under this Article 8 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article 8 shall be deemed contract rights, and no amendment, modification or repeal of this Article 8 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

8.6 Advance Payment.

8.6. Advance Payment. The right to indemnification conferred by this Article 8 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of their good faith belief that they have met the standard of conduct necessary for indemnification under this Article 8 and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced, if it shall ultimately be determined that such Person

is not entitled to be indemnified under this Article 8 or otherwise.

8.7 Indemnification of Employees and Agents.

8.7. Indemnification of Employees and Agents. The Company, by adoption of a resolution of the Manager, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to the Manager under this Article 8; and the Company may indemnify and advance expenses to Persons who are not or were not a Manager, employees or agents of the Company who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of their status as such a Person to the same extent that it may indemnify and advance expenses to Managers under this Article 8.

8.8 Appearance as Witness.

8.8. Appearance as Witness. Notwithstanding any other provision of this Article 8, the Company may pay or reimburse expenses incurred by a Manager in connection with their appearance as a witness or other participation in a Proceeding at a time when they are not a named defendant or respondent in the Proceeding.

8.9 Nonexclusivity of Rights.

8.9. Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred by this Article 8 shall not be exclusive of any other right which a Manager or other Person may have or hereafter acquire under any law (common or statutory), provision of the Certificate or Operating Agreement, agreements, vote of Members or disinterested Managers or otherwise.

8.10 Insurance.

8.10. Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself and any Indemnified Person against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this Article 8.

8.11 Member Notification.

8.11. Member Notification. To the extent required by law, any indemnification of or advance of expenses to a Manager in accordance with this Article 8 shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

8.12 Savings Clause.

8.12. Savings Clause. If Section 8.1, 8.2 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless the Manager or any other Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article 8 that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9. BOOKS, RECORDS, REPORTS AND BANK ACCOUNTS

9.1 Maintenance of Books and Records.

9.1. Maintenance of Books and Records. The Company shall keep books and records of accounts and shall keep minutes of the

proceedings of its Members and its Board of Managers at the registered office of the Company. In addition, the Company shall maintain the following at its registered offices:

(a) A current list of the full name and last known business address of each Member and Manager, separately identifying the Members in alphabetical order and the Managers in alphabetical order;

(b) A copy of the filed Certificate and all amendments thereto; together with executed copies of any powers of attorney pursuant to which any document has been executed;

(c) Copies of the Company's Federal, State and local income tax returns and reported financial statements, if any, for the three (3) most recent years;

(d) Copies of this Operating Agreement and any amendments thereto; and

(e) Unless contained in this Operating Agreement, the Certificate of Organization or in any amendments thereto, a writing setting forth:

(1) The amount of cash, a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute;

(2) The items as to which or events upon the happening of which any additional contributions agreed to be made by each Member are to be made;

(3) Any right of a Member to receive, or of the Board of Managers to make, distributions which include a return of all or any part of the Member's contribution; and

(4) Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

Records kept pursuant to this Section 9.1 are subject to inspection and copying at the reasonable request, and at the expense, of any Member or Manager during ordinary business hours.

9.2 Reports.

9.2. Reports. On or before the 90th day following the end of each fiscal year during the existence of the Company, the Board of Managers shall cause each Member to be furnished with a Federal (and where applicable, State) income tax reporting Form K-1 or its equivalent and a financial report for the preceding fiscal year which shall include a balance sheet and a profit and loss statement prepared in accordance with generally accepted accounting principles applied on a consistent basis.

9.3 Taxable Year and Accounting Method.

9.3. Taxable Year and Accounting Method. The Company's taxable and fiscal years shall be the calendar year. The Company shall initially use the accrual method of accounting.

9.4 Tax Elections.

9.4. Tax Elections. All elections required or permitted to be made by the Company under the Code shall be made by the Manager. In particular:

(a) The Company shall elect to deduct expenses incurred in organizing the Company ratably over a 60-month period as provided in Section 709 of the Code;

(b) In case of a Transfer of all or part of any Interest, the Company may elect, in a timely manner pursuant to Section 754 of the Code and pursuant to corresponding provisions of applicable State and local tax laws, to adjust the basis of Company Property pursuant to Sections 734 and 743 of the Code;

(c) The Company shall elect to deduct start-up expenditures ratably over a 60-month period as provided in Section 195 of the Code; and

(d) The Board of Managers may cause the Company to (i) make an election to be treated as a corporation for United States federal income tax purposes, pursuant to Treasury Regulation Section 301.7701-3(c), and for all applicable state and local tax purposes or (ii) convert into a corporation by filing a certificate of conversion with the requisite Secretary of State. By acceptance of its Units in the Company, each Member hereby agrees and shall be required to cooperate fully with any such election or conversion, including through the execution of any necessary or appropriate documents or forms.

9.5 Bank Accounts.

9.5. Bank Accounts. All funds of the Company are to be deposited in the Company's name in such bank accounts or investment accounts as may be designated by the Board of Managers and shall be withdrawn on the signature of a Manager or such other Person or Persons as the Board of Managers may authorize. The Company's funds may not be commingled with the funds of any Manager or Officer as Member.

9.6 Partnership Representative

9.6 Partnership Representative. Unless such Manager ceases to be a Member, Manager Mark Cruz shall be the "partnership representative" of the Company for purposes of Section 6223 of the Code and the Treasury Regulations promulgated thereunder (the "Partnership Representative"), and all federal, state and local Tax audits and litigation shall be conducted under the direction of the Board of Managers. The Partnership Representative shall use reasonable efforts to inform the Members of all significant matters that may come to its attention in its capacity as Partnership Representative by giving notice thereof and to forward to each other Member copies of all significant written communications it may receive in such capacity. The Partnership Representative shall consult with the Preferred Interests before taking any material actions with respect to Tax matters, including actions relating to (i) an IRS examination of the Company commenced under Section 6231(a) of the Code, (ii) a request for administrative adjustment filed by the Company under Section 6227 of the Code, (iii) the filing of a petition for readjustment under Section 6234 of the Code with respect to a final notice of partnership adjustment, (iv) the appeal of an adverse judicial decision and (v) the compromise, settlement or dismissal of any such proceedings. The Partnership Representative shall not compromise or settle any Tax audit or litigation affecting the Preferred Interests without the consent of a Required Interest. Any material proposed action, inaction, or election to be taken by the Partnership Representative (including the appointment of a successor Partnership Representative) in its capacity as such, including the election under Section 6226(a)(1) of the Code, shall require the prior written approval of a Preferred Interest. For the avoidance of doubt, the financial burden of any imputed underpayment or other taxes borne by the Company shall be treated as a Tax Advance and shall be allocated amongst the Members (and the Company shall be indemnified in respect of such Tax Advances).

ARTICLE 10. RESTRICTIVE COVENANTS

10.1 Noncompete Restriction.

10.1. Noncompete Restriction. Each of Founders and Managers covenants and agrees that, so long as they own any Units and for a period of two (2) years after such Founder or Manager is no longer a Member of the Company (the "Covenant Period"), they will not, directly or indirectly, through one or more intermediaries or affiliates or otherwise:

(a) solicit anyone who was a customer of the Company or a prospective or actual customer under contract or a party with which the Company had proposed to enter into a purchase or sale agreement during the term of their employment and with whom they had any contact during their employment with the Company for the purpose of selling or purchasing any products or services to be purchased, sold or developed by the Company, defined as the cultivation of marijuana pursuant to Massachusetts law(collectively, "Company Products");

(b) solicit any of the Company's present customers with whom they have had any contact during their employment with the Company for the purpose of selling Company Products;

(c) solicit or seek to induce any of the existing or future employees of the Company or its Affiliates to leave their employ; or

(d) as an employee, agent, broker, consultant or in any other capacity, engage in the operations of any business that sells Company Products in the Commonwealth of Massachusetts in any capacity that is similar or related to any job held at the Company or that involves the performance of services similar to any of those performed for the Company.

Each Member acknowledges that the Company's industry requires confidentiality as to the identity of the parties and proposed terms of the transaction to be offered by the Company, that the Company and its Members and employees must maintain confidentiality regarding its participation in a transaction and the terms of that transaction and that the Member Employee has been involved in the Company's operations, strategic planning and key decisions on the purchase and sale of property and contracts and related assets of the Company. Moreover, during the Covenant Period, each Member Employee agrees to notify the Company in writing prior to engaging as an employee, agent, broker, consultant or in any other capacity in any business that buys, finances, leases or sells Company Products or any Affiliate thereof. Notwithstanding anything to the contrary herein, the restrictions contained in this Section 10.1 and in Section 10.2 shall lapse upon the dissolution, winding up and termination of the Company and shall not apply to prevent or hinder any employment, products or services sold or performed by any Member Employee for the benefit of or as an employee, officer, director or shareholder of any Affiliate thereof. Additionally, notwithstanding anything to the contrary herein, the restrictions contained in this Section 10.1 and in Section 10.2 shall not apply to the ownership of a less than five percent (5%) passive interest in a publicly traded cannabis company.

10.2 Nondisclosure.

10.2. Nondisclosure. Each Member acknowledges and agrees that he or she will obtain confidential and proprietary information respecting the Company's business, including but not limited to information about the Company's customers, prospective customers, purchasers and sellers of services, proposed acquisitions, prices, costs, acquisition strategies and techniques, financial and tax information, projections, research and development plans, trade secrets and know-how. Each Member agrees that all such information belongs solely to the Company, the Company has taken or will take reasonable and appropriate measures to protect the confidentiality of the information, and the continued confidentiality of the information is important to the profitability of the Company. Accordingly, each Member agrees not to use for their own benefit or for the benefit of any other Person, and not to divulge, disclose, publish or otherwise communicate (a) any information not in the public domain that, if known by competitors, suppliers or other third parties, would or might reasonably be expected to harm the Company or could be used to the Company's disadvantage, (b) any information not in the public domain that would or might reasonably be expected to provide an advantage to the Company's competitors, including but not limited to information regarding its customers and suppliers, new projects under development, the design of projects whether completed or not, the strengths and, weaknesses of its projects and business processes, and the costs, margins, pricing, pricing strategies and marketing strategies of its projects and (c) any information known by the Member to be secret or confidential to the Company.

10.3 Return of Materials.

10.3. Return of Materials. Each Member covenants and agrees that upon the Transfer of all of their Units, they shall immediately return and surrender to the Company all records, books, notes, minutes or notices of any meetings, memoranda, recordings, drawings, designs, price lists, customer lists, manuals, software programs, computer printouts, financial reports and other documents containing information related in any way to the Company's business, including without limitation, records and other information of any type created or obtained by the Member as a result of, in the course of, or in connection with, their employment with the Company or their ownership of any Units.

10.4 Enforcement by Injunction.

10.4. Enforcement by Injunction. Each Member acknowledges and agrees that their ability to earn a livelihood would not be impaired in any manner by their performance of, or a court's enforcement of, the covenants set forth in this Article 10. Each Member further acknowledges and agrees that the Company has developed its customers and substantial goodwill over an extended period of time

and at a substantial investment of time and money. The Company's business is based largely upon the personal and professional relationships developed by the Company, its Members and its employees. The Members agree that most of these customer relationships have developed into permanent or near permanent relationships. Each Member acknowledges that the covenants set forth in Sections 10.1–10.3 are of vital concern to the Company, that monetary damages for any violation thereof would not adequately compensate the Company and that the Company is engaged in a highly competitive business. Accordingly, it is agreed that remedies at law will not be adequate in the event of a breach of such provisions, and the Company shall be entitled to the equitable remedy of specific performance and shall have the right to preliminary and permanent injunctive relief (without the necessity of posting bond) to secure specific performance and to prevent a breach or contemplated breach of such covenants. Each Member agrees to indemnify and reimburse the Company for any and all costs, expenses (including but not limited to attorney's and paralegal's fees, whether or not a lawsuit is filed), losses and damages paid or incurred as a result of or arising from their breach of the provisions of Section 10.1, 10.2 or 10.3.

10.5 Partial Enforcement.

10.5. Partial Enforcement. If any provision or part thereof in this Article 10 shall be finally determined by any court to be effective only if said provision or part is modified to limit its duration, area or scope, and if such determination is upheld on appeal or no appeal from such determination is taken, then each Member agrees that the parties shall amend and modify such provision or part thereof to restrict the duration, area or scope to the minimum extent required to make the provision or part thereof enforceable, and each Member further hereby consents to the entry of an order so restricting said provision or part thereof.

ARTICLE 11. DISSOLUTION, LIQUIDATION AND TERMINATION, TAG ALONG AND DRAG ALONG RIGHTS

11.1 Events of Dissolution.

11.1. Events of Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of the following:

- (a) The approval thereof by a Required Interest;
- (b) Any event which makes it unlawful (under applicable state laws without regard to federal prohibition with regards to cannabis) or impossible to carry on the Company's business;
- (c) The sale, disposition or abandonment of all or substantially all of the Company Property; or
- (d) The entry of a decree of judicial dissolution under the Act.

The Company shall not be dissolved upon the death, retirement, resignation, expulsion, dissolution or Bankruptcy of a Member; provided, however, that such an event will cause a dissolution if it occurs at a time when the Company has only one other Member, unless within (90) days after such event, the Remaining Member agrees to continue the business of the Company either (i) with the Representative of the Withdrawing Member, (ii) with a new Member admitted to the Company or (iii) to the extent permitted by the Act, as the sole Member.

11.2 Winding Up.

11.2. Winding Up. Upon the dissolution of the Company, the Board of Managers shall wind up the Company's affairs and satisfy the Company's liabilities. The Managers shall liquidate all of the Company Property as quickly as possible consistent with obtaining the full fair market value of said Property. During this period, the Board of Managers shall continue to operate Company Property and all of the provisions of this Operating Agreement shall remain in effect. The Managers shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

11.3 Final Distribution.

11.3. Final Distribution. The proceeds from the liquidation of the Company Property shall be distributed as follows:

(a) First, to creditors, including Members who are creditors, until all of the Company's debts and liabilities are paid and discharged (*or provision is made for payment thereof*);

(b) The balance, if any, to the Members, in the manner provided in Section 4.7.

11.4 Distributions in Kind.

11.4. Distributions in Kind. In connection with the termination and liquidation, of the Company, the Manager shall attempt to sell all of the Property. To the extent that Property is not sold, each Member will receive a pro rata share of any distribution in kind. Any Property distributed in kind upon liquidation of the Company shall be valued on the basis of an independent appraisal and treated as though the Property were sold and the cash proceeds distributed.

11.5 No Recourse Against Managers.

11.5. No Recourse Against Managers. The Members shall look solely to the assets of the Company for the return of their investment, and if the Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return such investment, they shall have no recourse against the Board of Managers, any Manager individually, any Affiliate of a Manager, or any other Member.

11.6 Purchase by Member or Manager.

11.6. Purchase by Member or Manager. The Managers, any Member or an Affiliate of a Manager or any Member may, if they so desire, purchase an item of Property upon liquidation provided that: (a) the purchase price is at fair market value as determined by an independent appraiser selected by the Board of Managers; and (b) at least 15 days advance notice of the proposed sale has been given to all other Members.

11.7 Deficit Capital Accounts.

11.7. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's capital account to zero.

11.8 Certificate of Dissolution.

11.8. Certificate of Dissolution. Upon completion of the distribution of Company assets as provided herein, the Company is terminated, and the Manager (*or such other Person or Persons as the Act may require or permit*) shall file articles of dissolution with the Department of State, cancel any other filings made pursuant to 12.5 and take such other actions as may be necessary to terminate the Company.

11.9 Tag Along and Drag Along Rights.

11.9 Tag Along and Drag Along Rights. The Members shall have the following rights in connection with a sale of Units of the Company:

(a) Transaction Notice. If Members holding at least a majority of the outstanding Membership Interests of the Company (the "Selling Members") receives a bona fide offer from a third party, relating to the purchase, directly or indirectly, by such third party (such third party, a "Third Party Purchaser") of a majority of the outstanding Membership Interests of the Company, and the Board of Managers determines to or consent to such Member's or Members' sale of such Units, the Board of Managers shall deliver a notice (a

“Transaction Notice”) to the Third Party Purchaser, the Selling Member(s) and the non-selling Members (the “Passive Members”) stating that the Selling Member(s) intends to sell its Units and setting forth the principal terms of such sale, including the portion of such Units to be sold, and the consideration for such sale, as well as the principal conditions to such sale (such subject transaction, the “Underlying Transaction”).

(b) Tag Along Right. Except with respect to a permitted transfer pursuant to Section 5.3(b), 5.3(c) or 5.3(d), each Passive Member shall be entitled to sell to the Third Party Purchaser the same portion (expressed as a percentage) of its Units as is being sold by the Selling Member(s), on the same terms and conditions as the Selling Member(s) in the Underlying Transaction, if within thirty (30) days of its receipt of such notice the Passive Member delivers a notice (a “Purchaser Notice”) to the Board of Managers stating that it intends to exercise its right to effect such sale (such right, the “Tag Along Right”). Such sale by the Passive Members, however, shall not occur earlier than ten (10) days after delivery of the Purchaser Notice and only simultaneously with and subject to the Underlying Transaction.

(c) Drag Along Right. The Board of Managers shall be entitled to require each of the Passive Members to sell to the Third Party Purchaser the same portion (expressed as a percentage) of its Units as is being sold by the Selling Member(s) on the same terms and conditions as the Selling Member(s) in the Underlying Transaction, if the Board of Managers states in the Transaction Notice that it intends to exercise such right (such right, the “Drag Along Right”); provided that such Passive Member shall not be required to make any representations or warranties other than with respect to unencumbered title to its Units and the power, authority and legal right to transfer such Units and such Passive Member shall not be required to provide an indemnity. Such sale by the Passive Members, however, shall not occur earlier than ten (10) days after delivery of the Transaction Notice and only simultaneously with and subject to the Underlying Transaction.

ARTICLE 12. GENERAL PROVISIONS

12.1 Entire Agreement; Amendments.

12.1. Entire Agreement; Amendments. This Operating Agreement embodies the entire understanding among the Members concerning the Company and their relationship as Members and supersedes any and all prior negotiations, understandings or agreements. This Operating Agreement may be amended or modified from time to time only by a written instrument adopted, executed and agreed to by all of the Members.

12.2 Notices.

12.2. Notices. All notices and demands required or permitted under this Operating Agreement shall be in writing, as follows: (i) by actual delivery of the notice into the hands of the party entitled to receive it; (ii) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date of its mailing, (iii) by Federal Express or any other overnight carrier, in which case the notice shall be deemed to be given as of the date it is sent. All notices which concern this Operating Agreement shall be addressed as follows:

If to the Company or the Board
of Managers:

MASS TREE HOLDINGS LLC
Attn: Mark Cruz
2873 SW 33rd Ct.
Miami, FL 33133

If to the Members: To the address as shown from time to time on the records of the Company. Any Member may specify a different address, which change shall become effective upon receipt of such notice by the Manager.

12.3 Severability.

12.3. Severability. If any provision of this Operating Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Operating Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected.

12.4 Parties Bound.

12.4. Parties Bound. This Operating Agreement shall be binding upon the Members, the Manager and their respective successors, assigns, heirs, devisees, legal representatives, executors and administrators.

12.5 Applicable Law.

12.5. Applicable Law. The laws of the Commonwealth of Massachusetts shall govern this Operating Agreement, excluding any conflict of laws rules. The Members irrevocably agree that all actions or proceedings in any way, manner or respect, arising out of or from or related to this Operating Agreement shall be litigated only in courts having situs within Massachusetts. Each Member hereby consents and submits to the jurisdiction of any state court located within Massachusetts and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Operating Agreement shall be entitled to recover from the other party all costs and expenses, including without limitation fees of attorneys and paralegals, incurred by such party in connection with any such litigation. To the extent permitted by applicable law, the provisions of this Operating Agreement shall override the provisions of the Act to the extent of any inconsistency or contradiction between them.

12.6 Strict Construction.

12.6. Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

12.7 Partition.

12.7. Partition. Each Member irrevocably waives any right that it may have to maintain any action for partition with respect to Company Property.

12.8 Headings.

12.8. Headings. The headings in this Operating Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

12.9 Counterparts.

12.9. Counterparts. This Operating Agreement may be executed in multiple counterparts with separate pages, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument.

12.10 Pronouns.

12.10. Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

12.11 Effect of Waiver or Consent.

12.11. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder or with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.12 Further Assurances.

12.12. Further Assurances. Each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Operating Agreement and the transactions contemplated herein.

12.13 Indemnification for Breach.

12.13. Indemnification for Breach. To the fullest extent permitted by law, each Member shall indemnify the Company and each other Member and hold all of them harmless from and against all losses, costs, liabilities, damages and expenses (including, without limitation, costs of suit and attorneys' fees) they may incur on account of any material breach by that Member of this Operating Agreement.

12.14 WAIVER OF JURY TRIAL.

12.14. WAIVER OF JURY TRIAL. AS PART OF THE CONSIDERATION FOR ENTERING INTO THIS AGREEMENT, THE COMPANY, EACH OF THE MEMBERS, AND THE MANAGERS, EACH WAIVE THEIR RIGHTS TO TRIAL BY JURY.

IN WITNESS WHEREOF, following adoption of this Amended and Restated Operating Agreement by the Board of Managers, the Members have executed this Amended and Restated Operating Agreement effective as of the Effective Date first set forth above.



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

William Francis Galvin
Secretary of the
Commonwealth

September 1, 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

MASS TREE HOLDINGS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 20, 2021.**

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: **MARK CRUZ**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MARK CRUZ, MATT**

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



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

Mass Tree Holdings, LLC
15 Trailside Way
Ashland, MA 01721

September 1, 2022

Cannabis Control Commission
Commonwealth of Massachusetts

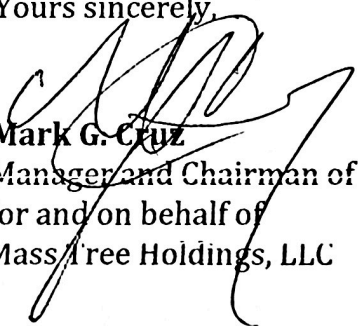
Re: MCN283709; Applicant Mass Tree Holdings, LLC; Additional Information Request
Dated August 23, 2022

Dear Commission,

On behalf of Mass Tree Holdings, LLC, I proffer the below statement with regards to Item 1, titled "Massachusetts Business Information (Articles of Organization). The applicant provided a copy of the articles of organization, and it is the in the current name registered with the Secretary of the Commonwealth's office. 935 CMR 500.101(1)."

As the manager of Mass Tree Holdings, LLC, the applicant for the marijuana establishment in question, I am a Person Having Direct Control of the establishment pursuant to 935 CMR 500.002, and with reference to one individual listed in the articles of organization of Mass Tree Holdings, LLC, I attest as follows: Joanne Brody is not, and does not fit the definition of, a Person With Direct or Indirect Authority, under 935 CMR 500.002.

Yours sincerely,



Mark G. Cruz
Manager and Chairman of the Board,
for and on behalf of
Mass Tree Holdings, LLC



MASS TREE HOLDINGS LLC

PLAN FOR OBTAINING LIABILITY INSURANCE Mass Tree Holdings, LLC will obtain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Mass Tree Holdings, LLC will consider additional coverage based on availability and cost-benefit analysis. Mass Tree Holdings, LLC will keep reports documenting compliance with 935 CMR 500.105(10).

Business Plan

Mass Tree Holdings

A CANNABIS CULTIVATION BUSINESS

March 2022

Information contained in this Confidential Offering Memorandum is subject to change or amendment. This Confidential Offering Memorandum shall not constitute an offer to sell or the solicitation of an offer to buy nor there would any sales of these Securities in any state in which such offer, solicitation or sale be unlawful before registration or qualification under the laws of any such state.

Membership in Mass Tree Holdings, LLC is offered only to Accredited Investors as defined by Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Act"). Mass Tree Holdings, LLC will require each investor to represent that the investor is able to evaluate the merits of this investment and that he/she or it qualifies as an Accredited Investor under the Act.

This information is furnished to selected prospective investors on a confidential basis. Any securities transaction can only be in reliance upon the non-public offering exemption from registration as provided in section 3(b) and 4(2) of the act and/or one or more of rules 504, 505, and 506 promulgated pursuant to the act and in reliance upon exemptions from the registration requirements contained in various state securities laws. This information does not constitute an offer or solicitation in any state where it has not been registered with that state's securities regulatory authority nor to any person who is not a bona fide resident of such state, nor does it constitute an offer or solicitation to any person except those particular persons who satisfy the suitability standards described herein.

The United States Securities and Exchange Commission does not pass upon the merits of or give its approval to any securities offered or the terms of this offering, nor does it pass upon the accuracy or completeness of any Confidential Offering Memorandum or other solicitation materials. These securities are offered pursuant to an exemption from registration with the Commission; however, the Commission has not made an independent determination that the securities offered are exempt from registration.

Financial Disclaimer: This Document contains certain forward-looking statements and information, as defined within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 and is subject to the Safe Harbor created by those sections. This material contains statements about expected future events and/or financial results that are forward-looking in nature and subject to risks and uncertainties. Such forward-looking statements by definition involve risks, uncertainties and other factors, which may cause the actual results, performance or achievements of the Company to be materially different from the statements made herein.

Statements in this presentation may be “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “anticipate”, “believe”, “expect”, “intend”, and similar expressions, as they relate to the Company or its management, identify forward-looking statements. These statements are based on current expectations, estimates, and projections about the Company’s business, based, in part, on assumptions made by management. These statements are not guaranteeing of future performance and involve risks, uncertainties, and assumptions that are difficult to predict.

Confidential Information: This business plan contains information furnished by Mass Tree Holdings, LLC, in addition to information obtained from public and nonpublic sources deemed to be reliable. All information contained in this Confidential Offering Memorandum has been supplied or reviewed by the Company. Accordingly, this Confidential Offering Memorandum is being distributed upon the express understanding that no information contained herein has been independently verified and that no representation or warranty, expressed or implied, is made, or responsibility of any kind accepted with respect to the completeness or accuracy of any information contained in this Confidential Offering Memorandum. This Confidential Offering Memorandum is not intended to provide the sole basis of any investment decision or other evaluation and should not be considered as a recommendation that any recipient of this information invest in the Company. Each recipient of this Confidential Offering Memorandum acknowledges by accepting this Confidential Offering Memorandum that it will make its own independent assessment of the investment opportunity after making such investigations as it may deem necessary and it will determine its interest in participating upon the basis of the independent assessment. This Confidential Offering Memorandum includes certain statements, estimates, and projections prepared and provided by Mass Tree Holdings, LLC with respect to the anticipated future performance. Such statements, estimates, and projections reflect various assumptions by Mass Tree Holdings, LLC. Management concerning anticipated results and may or may not prove to be correct. Actual results may vary materially from the projected results contained herein. This

Confidential Offering Memorandum, submitted for each recipient's confidential use in evaluation of the Company, may not be reproduced or used for any other purpose, and must be returned to the Company upon request.

Confidentiality Agreement: The undersigned recipient acknowledges that the information provided in this business plan is confidential and agrees not to disclose it without the express written permission of Mass Tree Holdings, LLC.

The undersigned recipient further acknowledges that the information provided in this business plan is in all respect's proprietary in nature, other than information which is in the public domain through other means, and that any disclosure or use of same by recipient may cause serious harm or damage to Mass Tree Holdings, LLC.

Recipient shall not copy or reproduce any part of this business plan by any means without the written consent of an authorized agent of Mass Tree Holdings, LLC.

Upon request, this document shall be immediately returned.

Signature

Date

Printed Name

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Executive Summary

Mass Tree Holdings is a startup cannabis cultivation business seeking \$2,000,000 to establish an indoor recreational cannabis cultivation facility in Massachusetts. All cannabis flower and derivatives will be distributed and sold to state dispensaries to capitalize on the demand of the legal marijuana industry in the Commonwealth of Massachusetts.

Market Overview

A century after becoming the first U.S. state to criminalize recreational cannabis, voters in Massachusetts elected to legalize it again. Legalization occurred in stages over the last 15 years. On November 4, 2008, voters passed a ballot initiative that decriminalized the possession of small amounts of marijuana. Four years later in 2012, voters passed Question 3, approving the Massachusetts Medical Marijuana Initiative. And in late 2016, voters passed Question 4, making Massachusetts the eighteenth U.S. state to legalize recreational cannabis.

The current growth of the cannabis industry in Massachusetts presents an exciting opportunity for cultivators, entrepreneurs, and investors, as well as sub-sector businesses that include edibles, oils, wax, and flower, all produced from the cannabis plant.

According to BDS Analytics (leader for cannabis industry market data), retail cannabis sales in 2020 were \$696 million and almost doubled to \$1.33 billion in 2021. Massachusetts has more than 7 million residents, 30% larger than the population of Colorado, which had legal cannabis sales of \$2.2 billion in 2020. Consumer demand is projected to grow faster than supply for the next three years, resulting in very attractive supply side dynamics.

Description of Business

Mass Tree Holdings, LLC (the “Company”) is a Massachusetts limited liability company formed in May 2021. MTH is in the process of securing real property and a cannabis cultivation license in Massachusetts (see “Licensing” on page 10, and “Premises” on page 11).

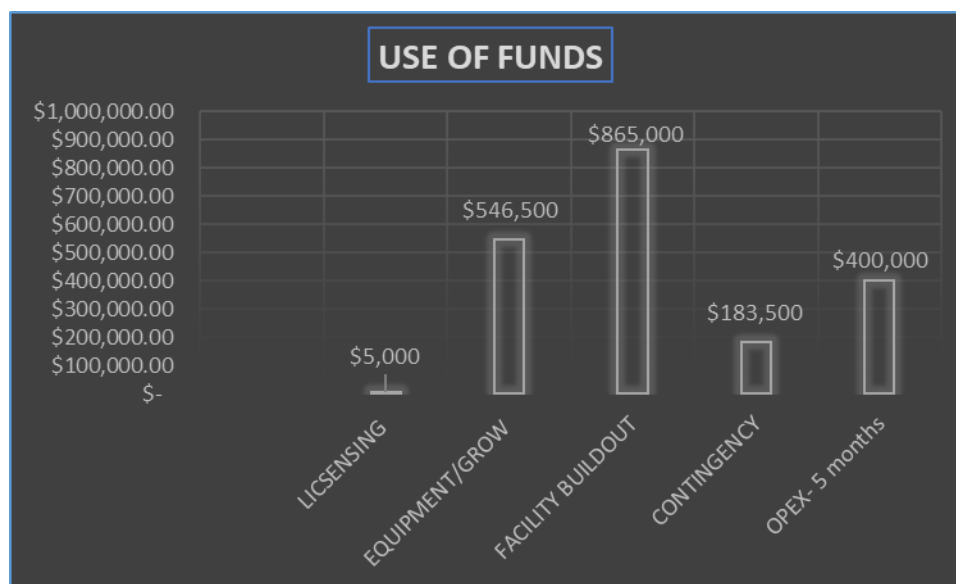
MTH is seeking investment of \$2,000,000 to lease and build out a 15,000+ sq. foot indoor grow. The company will utilize the investment capital to secure a Marijuana Establishment Cultivator License and a Marijuana Extraction License for the cultivation, processing, packaging and transfer of marijuana to other Marijuana Establishments (licensed Massachusetts dispensaries), but not to consumers. See “Use of Funds” beginning on page 8.

The Company will apply for a Tier III Cultivation license, permitting cultivation of a canopy space up to 10,000 sq. ft. The Company has begun the licensing process and was awarded the Host

Community Agreement by the Town Council of Rutland, Massachusetts on May 31, 2021. See the section titled “Licensing” beginning on page 9.

Company operations center on an indoor 15,000+ sq. ft. facility in Rutland, Massachusetts that utilizes a double-racked system in the flower rooms, maximizing area under canopy to 6,000 sq. ft. The remaining 9,000 sq. ft. consists of storage, shipping and receiving, vegetation room, mother room, cloning, propagation, and manufacturing. The indoor grow will be in operation by Q1 2023.

USE OF FUNDS



Company estimates it will take eight (8) months to complete local and state licensing and the build-out of the Rutland facility, with the goal to begin first plant cycle in Q1, 2023. The facility will use a perpetual harvest model (symbiotic rotation), with all stages of the plant life cycle supported. Example: Flower Room 1 harvested to dry, process, and package; plants in Vegetative state pivots to Flower Room 2, and clones will be ready to enter the vegetative area. After clean up and decontamination, the clone room will be ready for more clones to repeat the perpetual process. This process will minimize costs, maximize profits, lower FTE's, and mitigate loss of revenue from crop cycle loss, due to powdery mold, aphids, etc.

The commercial grow cycle of the cannabis plant from clone to harvest is typically 3 months; 2 weeks in a vegetative growth phase and 8-9 weeks of a flowering phase, depending on the strain of cannabis being produced. During the vegetative phase of cannabis growth, the plant develops from a rooted clone into a mature plant and prepares to flower. At this stage, energy produced

by the plant is used for the growth of healthy roots, stems, and leaves that support the budding process in the flowering stage. The flowering stage occurs typically (depending on strain) when the plants have reached approximately 20" inches and are strong, green, and well nourished. During flowering, the light cycle is decreased to 12 hours ON /12 hours OFF, which causes the plant to begin flowering (budding).

Our facility design creates an operation that runs like an assembly line. Once operations begin, the phases will become actively progressive. Full production is as follows: 1,000 plants in the clone cycle, 1000 plants in the vegetative cycle, and 1,000 plants in each flower cycle.

The cannabis will be cultivated using a coco coir medium, producing a premium craft flower, which will be sold to dispensaries as "AAA Premium Flower". The current wholesale market price for "Premium Flower" in MA is over \$4,000 per pound. **Company projections are based on wholesale price of \$3,000 per pound (75% of current market value).**

The current plan is to have seven (7) harvests during the first year of operation, and then implement a perpetual harvest model once build-out is complete. The perpetual harvest will achieve 14 - 16 harvests per year or a crop harvested every 4 - 5 weeks. Each crop will consist of 900 plants with a dry yield of approximately 225 pounds (0.25 lbs./plant) of saleable flower, kief (loose cannabis trichomes collected during trimming), biomass (sugar leaves) for third party extraction, and our own concentrated extract beginning after first year. All plants will start from clones versus seeds, reducing the growth cycle by several weeks.

The technique of growing cannabis from clones has evolved over the last few decades. Cuttings from "Mother" plants are dipped in a growth solution and "planted" in a growth medium. Each individual plant is an exact genetic copy (clone) of the Mother plant, which allows growers to select specific strains with the qualities and characteristics that command the best market price and satisfy current consumer demand. There are many advantages to cloning: guaranteed female plants (males do not flower), shorter time to harvest - the seed germination process is eliminated, consistent quality – each plant has the same characteristics as the Mother, less expensive - costs of seeds and germination time is eliminated.

[Licensing](#)

To be licensed as a Marijuana Establishment in the state of Massachusetts, a company must be granted a Host Community Agreement (HCA) from the municipality in which the business is located. Mass Tree Holdings has secured the HCA from the Town of Rutland and will apply for a Marijuana Establishment Cultivator License, issued by the Massachusetts Cannabis Control Commission (CCC). The mission of the CCC is to implement and administer the laws enabling access to adult use marijuana in the Commonwealth safely, equitably and effectively.

The CCC uses METRC (Marijuana Enforcement Tracking Reporting Compliance) cannabis regulatory system. Massachusetts' licensees are required to use the web-based software platform developed for end-to-end tracking of the cannabis supply chain, from seed to sale. The system is used to track and trace cannabis from growth, harvest, and processing to testing, transport, and sale in the Commonwealth. METRC is the most trusted and experienced provider of cannabis regulatory systems in the United States and currently serves 250,000 users, including growers, manufacturers, testing facilities, transport providers, dispensaries, state regulators, and law enforcement officials (www.metrc.com)

Some of the Regulatory Features found in the system are:

- Supports marijuana "regulations" with technology to prevent and monitor drug diversions
- Promotes public safety and patient product safety with traceability
- Creates a vertically integrated "closed-loop" marijuana regulatory scheme which stems, in part, from the landmark 2005 California case (Gonzales vs. Raich) – i.e. demonstrate a closed loop – where no marijuana crosses state borders – and reinforce the argument against federal intervention)
- Using RFID (Radio Frequency Identification) technology combined with serialized item tracking, the system creates an "end to end" surveillance system where the municipality has real-time visibility at any given time into the "inventory" at all the locations (does not rely on audits for tracking)
- Provides an inspection process with the tools necessary to complete onsite validation of inventory with audit capability and anti-piracy safeguards
- Provides the industry with the means to report required inventories with minimal cost and investment - can remain cost neutral to the regulatory body.
- The system maintains a secure reporting environment for each industry participant. Each participant can access their own data but no other participants' data. The regulator has access to all industry participants data
- The system provides for a real time digital transport manifest giving access to law enforcement enabling them to quickly discover illegal activity during transportation
- Allows regulatory users to view all licensee activities captured in the system
- Creates audit trails and tools for assessing risk and channeling resources more efficiently (e.g. system notifications and reporting)

Site

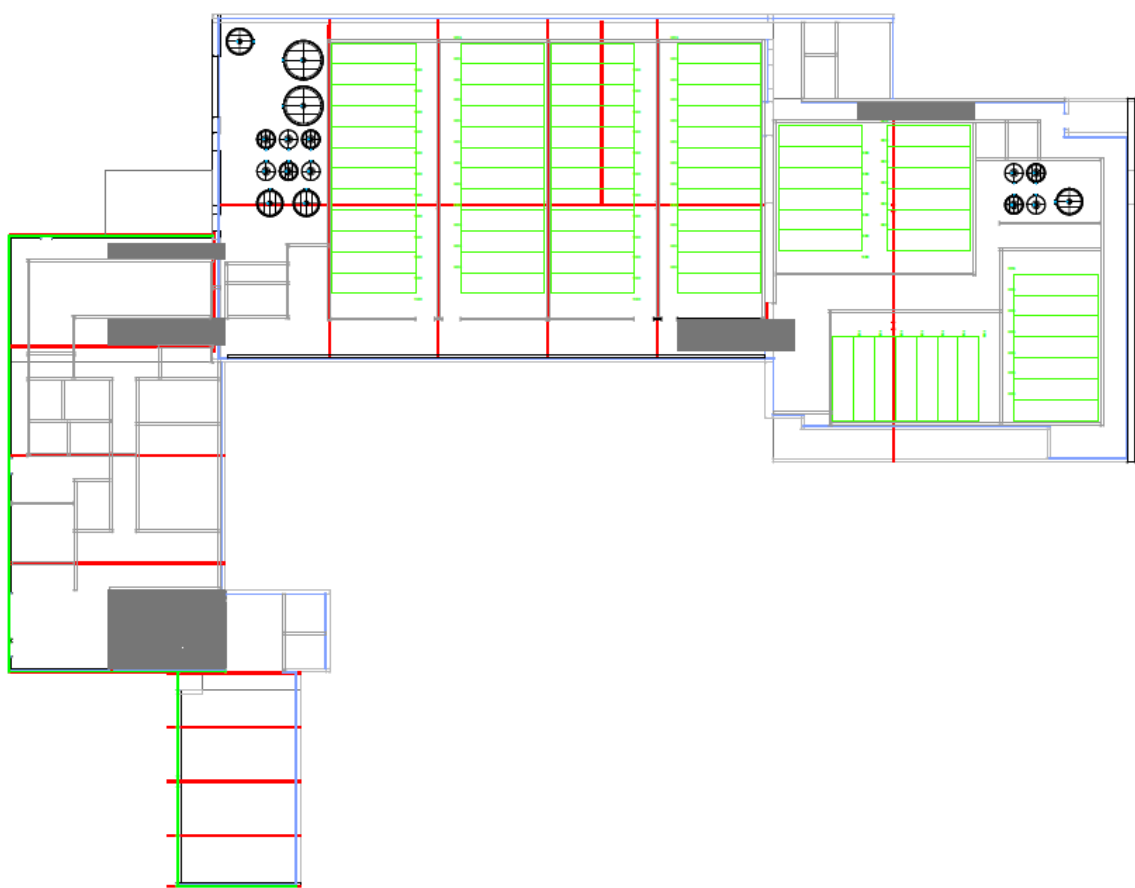
The Company has executed a lease at the Rutland facility. The lease is a five-year term (with rolls and extensions), at a cost of approx. \$14,000 per month. The lease will commence when property improvements and build-out are completed and the facility has received a Certificate of Operation (CO). The property consists of 15,000+ sq. ft. and is permitted for cannabis cultivation.

The property has access to city water, sewer, propane and Phase III power directly on site. The lease is contingent on the Company securing all required licensing, eliminating the risk of financial loss and/or liability, in the event required licensure is not achieved.

Site Map Below – 79-81 Main St. Rutland, MA



Facility Layout



Flower (CLEAN) Room



Security

Operating a commercial cultivation operation has inherent certain security risks. The operation is subject to the same physical security risks of any business with valuable assets. A sophisticated security system will be installed and maintained to mitigate these risks. The exterior grounds and building will be equipped with a perimeter fence, steel doors, barricaded windows, motion detecting lights, and a security system with CCTV that monitors the perimeter of the property and the exterior/interior of the structures. Each structure will have segregated access, so access to the facility is controlled, monitored, and recorded. Furthermore, the Company has an insurance policy that covers the building, equipment, and inventory in the event of theft, fire, floods, etc.

Competitive Landscape

The Massachusetts recreational cannabis market is three (3) years old and still in the early stages of growth.

There are currently (January 2022) one hundred ninety-four (194) active dispensary (retail) license holders in the state, with an additional one hundred sixty (160) licenses in provisional status

There are currently seventy-three (73) licensed cultivators in the state, with an additional one hundred fifty-three (153) in provisional status.

This imbalance between the number of licensed retail dispensaries (BUYERS) and licensed commercial cultivators (SELLERS) has led to the current market dynamic, where demand has overwhelmed supply. The result has been a temporary stoppage of the regulated, market- driven sale/purchase model, as the Massachusetts Cannabis Control Commission recently established an auction-based format, where dispensary owners (BUYERS) bid on cannabis flower from cultivators (SELLERS) in a “highest bid wins”

Sales & Marketing

The Company has relationships with multiple dispensaries in Worcester, Middlesex, Barnstable, & Suffolk counties, including:

- **Green Street - Worcester – Owner: Ulysses Youngblood**
- **High Hawk Farms – Rutland – Owner: Chris Higgins**
- **Honey – North Hampton – Owner: Volkan Polatol**
- **Dreamer – South Hampton – Owner: Volkan Polatol**
- **MJ’s Market – Grafton – Owner: Heath Gaffney (opening 2nd location)**
- **Blue Moon Smoke – Allston – Owner: Liam Bennett**
- **Blue Moon Smoke – South Boston – Owner: Liam Bennett**
- **Uplifting Health & Wellness – Cambridge – Owner: Dr. Uma Dhanabalan**
- **Ember Gardens – Cape Cod – COO: David Gillian**

Additionally, the Company also has established relationships with third party manufacturing entities, which process the flower into pre-rolled cigarettes, concentrated oils, gummies, edibles, and other products for retail consumer markets.

Design, Construction, & Equipment

Nick Hernandez Director of Facility Design, Construction, and Cultivation Systems

Nick Hernandez has over 18 years of experience in the cannabis space. His experience includes: business strategy & modeling, new product development, product formulation, manufacturing,

distribution, and facility design and integration. His knowledge of agricultural science, chemistry, chemical process engineering have uniquely positioned him as an industry leader and innovator.

Nick has served as Chief Intellectual Officer, Head of Innovation and Biotechnology, Managing Director and Director of Operations for several pharmaceutical and cannabis companies in United States, Canada, and Colombia. His responsibilities included business modeling, design and fabrication of hydroponic, aeroponic, and extraction systems, design lighting programs, HVAC, MEP, and design and installation of fertigation and environmental control systems. Nick has managed design & construction of over 1,000,000 sq. ft. of cultivation facilities.

Experience:

VC Canada. Plant Derived Pharmaceutical Exipients - Chief Intellectual Officer – Medical Cannabis - Toronto, ON - Canada

Pharmacol SAS (Colombia) - Managing Director - Medical Cannabis. Santa Marta, Colombia

Green River LLC - Director of Operations - Medical Cannabis. San Juan, Puerto Rico

Management

Mark Cruz - Chief Executive Officer

Mark is a business development consultant with 20 years' experience building investment structures and managing operations and expansion. Mark has consulted for various cannabis companies: coordinating payment processing, supply chain management, green house project management, equipment procurement, daily operations, etc. Mark is an partner in a commercial hemp extraction laboratory Zero Point Extraction and an international CBD retail and white-label company Korasana , with offices in Sao Paulo, Brazil, and Bogota, Colombia. Mark has a B.S. in Finance and Marketing from Roger Williams University.

Mitch Shapiro - Chief Financial Officer

Mitch Shapiro has worked in the financial sector as a CPA, CFO, and Accounting Services Consultant for over 30 years. Experienced in cash management, budgeting/forecasting, internal controls, M & A, tax, KPI development, and profit improvement planning. Mitch was formerly the CFO of Econo Caribe/ ECU Worldwide and a CPA with Kaufman & Rossin. Mitch has an MBA from the University of Florida.

Toi Mansen - Director of Cultivation

Toi is a seasoned agronomist with 35 years experience in crop research and development with a focus on Arecaceae and Cannabis. Toi has developed multiple crop varieties for domestic and international markets and currently operates a farm with over 90 varieties of exotic palms in Homestead, Florida.

Toi has worked extensively in the cannabis space, providing consultation and guidance with respect to strain selection, genetics, lighting/cultivation/fertigation systems, as well as industry best practices and SOPs for commercial cannabis cultivations, including: Plant Life, Natural Assets, and XIMIK Manufacturing Chemist.

Mathew Brody – Lead Cultivator

Matt has been directly involved with cannabis cultivation for the last six (6) years and owns a cannabis cultivation consulting company in the state of Massachusetts. Mathew also consults for commercial cannabis operations in Maine and additional commercial and private cultivations in Massachusetts. Matt will co-manage cultivation and daily operations.

Connor Macomber – Lead Cultivator

Connor has been involved with cannabis cultivation and extraction for the last ten (10) years. Connor studied all aspects of cannabis cultivation and extraction of cannabis concentrates. Connor won first and second place for his cannabis flower and hash oil, in the 2020 New England Harvest Cup. Connor is currently consulting with a licensed, commercial cannabis operation in Maine. Connor will co-manage cultivation and facility operations and lead the extraction and manufacturing of cannabis concentrates when launched

Colonel Booth – Director of Marketing & Compliance

Colonel was a Co-Founder of Holistic Health Group Inc., a vertically integrated Massachusetts cannabis company. Colonel managed the 34,000 sq. ft. cannabis facility for Holistic Health Group: including greenhouse cultivation, hydrocarbon extraction, edibles manufacturing, and on-site retail sales space.

Colonel has written state approved applications, SOPs and Diversity Inclusion Plans for the Massachusetts Cannabis Control Commission. Colonel is focused on efficient and energy conscious cultivation and diversity within the cannabis industry. Colonel will lead the sales and marketing team, in addition to leveraging his experience as a member of the Massachusetts Cannabis Business Association for compliance related issues

Additional Management and Support Staff

Operation will have a small support staff to assist the managers with the daily operations.

Positions and salaries are as follows:

- Office Manager: \$42,000/annually
- Lead Cultivator: \$100,000/annually
- 2nd Lead Cultivator: \$85,000/annually
- Assistant Cultivators: \$55,000/annually

- Harvest/Trim/Pack Team (6): \$30,000/annually (each)
- Head of Operations/Compliance: \$75,000/annually
- VP: \$55,000/annually
- President: \$75,000/annually
- Maintenance: \$55,000/annually
- Extraction Lead: \$55,000/annually

Financial Projections

MASS TREE HOLDING'S LLC - 5 YEAR FORECAST					
	Year 1	Year 2	Year 3	Year 4	Year 5
Investment	2,000,000				
less: CAPEX	1,600,000		2,000,000		
REVENUE					
Indoor:					
Flower Premium	-	4,177,867	8,160,692	7,854,360	8,465,100
Kief	-	770,615	1,505,253	1,448,750	1,561,402
Rosin	-	-	1,070,795	2,061,201	1,943,791
TOTAL REVENUE	-	4,948,482	10,736,740	11,364,311	11,970,293
EXPENSES					
Excise Tax (3% of revenue)	-	148,454	322,102	340,929	359,109
Professional Fees	5,733	57,640	62,251	67,231	68,528
Administrative	46,330	413,544	523,269	577,377	626,119
Labor	115,097	892,792	966,675	1,042,326	1,115,910
Plants	13,190	169,661	235,826	257,303	271,622
Utilities	14,344	181,133	198,288	214,151	251,942
TOTAL EXPENSES	194,694	1,863,224	2,308,411	2,499,317	2,693,230
PROFIT BEFORE TAX	(194,694)	3,085,258	8,428,329	8,864,994	9,277,063
CASH FLOW	205,306	3,085,258	6,428,329	8,864,994	9,277,063
DISTRIBUTED CASH	-	2,513,376	6,400,000	8,800,000	9,250,000
Investor Preferred		(2,000,000)			
Balance		513,376			
DISTRIBUTE - Class A					
TOTAL		2,179,682	2,240,000	3,080,000	3,237,500
Investor ROI		109%	112%	154%	162%
EOY Cash in Bank	205,306	777,188	805,516	870,510	897,573
* assumes 90% of expenses allocable for income tax deductibility					

Offering

Mass Tree Holdings, LLC will utilize the \$2,000,000 to lease and build an indoor cannabis cultivation facility in Massachusetts. MTH is offering ownership of up to 35% of the fully diluted authorized equity interests in the Company. Qualified investors will meet accredited investor requirements. Please see the above section "Overall Financial Projection" for a summary of the Mass Tree Holdings, LLC pro forma and the attached pro forma financials for additional detailed information regarding the business plan.

Mass Tree Holdings, LLC consists of 350,000 Preferred (non-dilutive) shares and 650,000 Common shares, valued, each valued at \$5.72 per share.

Mass Tree Holdings, LLC has two classes of membership interests: Preferred Interests purchased by investors, and Common Interests owned by the managing managers, remaining equity interests, held in the Company treasury.

All investors in the Company will become Preferred Members after executing the Company Operating Agreement and Purchasing Agreement, which mandates that at least 50% of the operational net profits be distributed to the Preferred Members, until they have recovered 100% of their capital contributions. After the Preferred Members have been repaid, they are entitled to each investor's pro-rated portion of all profit distributions made by the Company.

Mass Tree Holdings, LLC
15 Trailside Way
Ashland, MA 01721

September 13, 2022

Cannabis Control Commission
Commonwealth of Massachusetts
commissioners.ccmass.com

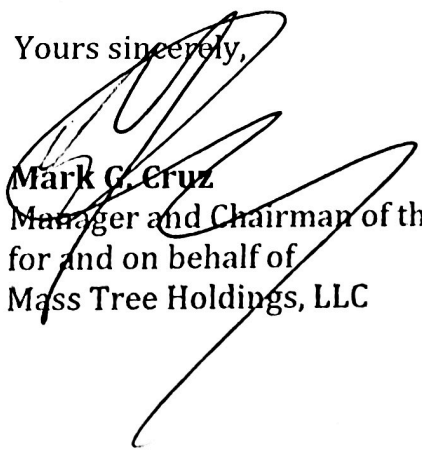
Re: MCN283709; Applicant Mass Tree Holdings, LLC; Additional Information Request
Dated August 23, 2022

Dear Commission,


On behalf of Mass Tree Holdings, LLC, I proffer the below statement with regards to Item 5, Page 5, titled "Business Plan."

As the manager of Mass Tree Holdings, LLC, the applicant for the marijuana establishment in question, I am a Person Having Direct Control of the establishment pursuant to 935 CMR 500.002, and with reference to one individual listed in the submitted business plan of Mass Tree Holdings, LLC, I attest as follows: Toi Mansen is not, and does not fit the definition of, a Person With Direct or Indirect Authority, under 935 CMR 500.002.

Yours sincerely,



Mark G. Cruz
Manager and Chairman of the Board,
for and on behalf of
Mass Tree Holdings, LLC

 MASS TREE HOLDINGS LLC	Policy for Restricting Access to Persons Age 21 and Older	SOP #	MTH-06
		Revision #	05.31.22
		Implementation Date	04.29.22
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SOP Owner: Mass Tree Holdings		Approval	MGC

Standard Operating Procedure

1. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access the facility is restricted to persons who are 21 years of age or older.

2. Scope


The scope of this SOP covers all personnel working at the facility or for the Company. Proper access to the facility is a paramount concern for our employees, our staff, and the public.

3. Prerequisites

All employees working at the facility are required to complete initial training and mentoring that specifically includes all aspects of the restriction of access to persons age 21 and older to the facility.

4. Responsibilities

Proper access to the facility is the direct responsibility of the Director of Security and all security personnel; although, every employee will be trained as to specific aspects of the facility access.

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5. Procedure


Under the Massachusetts 935 CMR 500.000: Adult Use of Marijuana law, “Visitor” means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, to be on the premises of a Marijuana Establishment for a purpose related to Marijuana Establishment operations and consistent with the objectives of the Act and 935 CMR 500.000, provided, however, that no such individual shall be under 21 years of age.

On-Premises Verification of Identification: Upon entry into the facility, by an individual, the individual’s proof of identification shall be immediately inspected to determine the individual’s age. An individual shall not be admitted to the premises unless it has first been verified that the individual is 21 years of age or older.

Enclosed, Locked Area: Enclosed locked area means a closet, room, or other indoor or outdoor area equipped with locks or other security devices, which shall only be accessible to those approved who are 21 years of age or older.

Summary of visitor protocols:


- All vendors, contractors, state or local government representatives, and all others without permanent issued ID’s, are considered visitors.
- Before being permitted to enter the premises, all visitors shall provide proof of age and ID and be listed on an expected visitors log, or show official documentation of an unscheduled inspection or authority to perform such inspection and sign the visitor log on camera. The entry guard will verify that the name on the identification matches the name in the visitor log. Identification must contain a picture, date of birth, and be valid.
- All visitors or official visitors shall be escorted by an agent of the Company at all times.

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- Escorting shall mean the visitor remains within a reasonable line of sight.
- A single employee may escort no more than five visitors.
- The escorting employee shall log all access by visitors to Limited Access Areas at the time of the access.

6. References

- Available Training
See Manager/Security Director for specific training, questions
- Company Employee Manual

 MASS TREE HOLDINGS LLC	Facility Quality Control, GAP, HACCP, Standard Sanitation and Marijuana Testing Procedure	SOP #	MTH-04
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Standard Operating Procedure


1. Purpose

To provide clear and concise instructions for the Companies' employees on Quality Control inline with Good Manufacturing Practices (GMP), Good Agricultural Practices (GAP), Product Testing, Sanitation Standards and Reportable Disease requirements that are compliant with the Regulations set forth by the commission.

2. Scope

Quality Control will be maintained through the strict adherence to the following:

- Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: Good Manufacturing Practices (GMP) are regulations promulgated by the US Food and Drug Administration under the authority of the Federal Food, Drug, and Cosmetic Act. These regulations, which have the force of law, require that manufacturers, processors, and packagers of drugs, medical devices, some food, and blood take proactive steps to ensure that their products are safe, pure, and effective. GMP regulations require a quality approach to manufacturing, enabling companies to minimize or eliminate instances of contamination, mix-ups, and errors. This in turn protects the consumer from purchasing a product that is dangerous or ineffective.
- Good Agricultural Practices (GAP) address environmental, economic and social sustainability for cultivation processes, and result in safe and quality products". GAP are particularly important in the Marijuana industry, not only for sustainability of production and minimization of environmental impact, but also to ensure that harvesting, packaging and transport activities are conducted in hygienic conditions in order to deliver safe and quality products to consumers.
- Hazard Analysis and Critical Control Point (HACCP) is a systematic preventive approach to food safety from biological, chemical, and physical hazards in production processes that can cause the finished product to be unsafe and the measures designed to reduce these risks.

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- Product Testing: The Company will contract with a Licensed Independent Testing Laboratory to test all marijuana batches and final marijuana products prior to packaging to ensure contaminant-free purity and correct dosage and potency.
- Minimum Sanitation Standards for Food Establishments, the sanitation requirement as referenced in 105 CMR 500.000:
- Reportable Diseases Requirements as specified in 105 CMR 300.000:

3. Responsibilities

All Employees -Every employee at the Company must adhere to GMP, GAP, HACCP, Product Testing, Sanitation and Food standards to ensure a safe work environment.


Head of Cultivation /Registered Agents – the Director of Cultivation, Lead Cultivators, and all Registered Agents must ensure that all Company products meet the standards of the Company, the Cannabis Control Commission and, most importantly, the consumer.

4. Procedure

The Company will ensure all employees and Registered Agents working at the facility will adhere to the following:

Good Manufacturing Process (GMP):

- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana will conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and
 - Washing hands appropriately.


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- Hand-washing facilities will be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- There will be sufficient space for placement of equipment and storage of materials, as required for the maintenance of sanitary operations.
- Litter and waste will be properly removed to minimize the development of odor and the potential of the waste attracting and harboring pests.
- Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repairs.
- All contact surfaces, will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- All toxic items will be identified, secured, and stored in a manner that protects against contamination of marijuana.
- Water supply will be sufficient for necessary operations.
- Plumbing will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- The establishment will provide its employees with adequate, readily accessible toilet facilities.
- Storage and transportation of finished products will be done in a manner that protects against physical, chemical, and microbial contamination.

Good Agricultural Practices- (GAP):

The facility will use standard operating procedures (SOP's) to promote good growing and handling practices including:


- Irrigation, propagation, cultivation, fertilization; harvesting, drying, curing; rework or reprocessing.
- Packaging, labeling, and handling of marijuana products, byproduct; and waste products, and the control thereof, to promote good growing and handling practices.

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- The facility will require that each individual engaged in the cultivation, manufacturing, handling, packaging, and testing of marijuana has received the training, education, or experience necessary to perform assigned functions; and
- Will also require that all registered employees practice good hygiene and wear protective clothing, as necessary, to protect the product and themselves from exposure to potential contaminants.
- The facility will require grower agents to follow the protocol for Receipt of Material including:
- The facility shall quarantine received material that will be used to produce marijuana and/or manufactured marijuana products.
- The facility shall inspect materials for defects and contamination.
- Material may not be released from quarantine by the facility until the material passes inspection; and
- Is determined to be acceptable for use as intended, ensuring that only leaves and flowers of the female marijuana plant are processed in a safe and sanitary manner as prescribed below:
 - Well cured and generally free of seeds and stems;
 - Free of dirt, sand, debris, and other foreign matter;
 - Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - Prepared and handled on food-grade stainless steel tables; and
 - Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)

Cultivation Attire:

- Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes that are comfortable for standing.
- Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.

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- Take off apron or lab coat before using the restroom.
- Remove apron or lab coat when leaving the production or processing area.
- Change apron or lab coat if it becomes soiled or stained.
- Wear disposable gloves if any cuts, sores, rashes, or lesions.
 - Wear gloves when handling products or product ingredients that will not be heated-treated.
 - Wear gloves when packaging products
 - Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.
- Hair Restraints and Jewelry:
 - Wear a hair net or bonnet in any food/product production or processing area, so hair is completely covered.
 - Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
 - Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Hazard Analysis and Critical Control Point (HACCP)

The Company will implement a HACCP plan in accordance with the HACCP Principles & Application Guidelines issued by the FDA. This HACCP plan will address the cultivation, processing, production and packaging of all marijuana products manufactured at the Company.

The Company will:

- Assemble the HACCP team

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- Describe the food/product and its distribution
- Describe the intended use and consumers of the food/product
- Develop a flow diagram which describes each process ▪ Verify the flow diagram
- Conduct a hazard analysis for each product (Principle 1)
- Determine critical control points (CCPs) for each product (Principle 2)
- Establish critical limits (Principle 3)
- Establish monitoring procedures (Principle 4)
- Establish corrective actions (Principle 5)
- Establish verification procedures (Principle 6)
- Establish record-keeping and documentation procedures (Principle 7)

Product Testing:


The Company will contract with a Licensed Independent Testing Laboratory to test all marijuana batches and final marijuana products prior to packaging to ensure contaminant-free purity and correct dosage and potency.

The sample shall be weighed, RFID scanned, and all data shall be recorded on the seed to sale software prior to being removed from the secured curing area.

- The testing lab will pick up and transport testing samples to and from their lab. This transportation will comply with 935 CMR 500.105(13).
- The Company will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
- All excess marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12).

The 3rd party lab testing will include:

- Cannabinoid Profile;

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- Microbiologicals (Mold, Mildew, Bacteria, Fungi, Mycotoxins);
- Heavy metals;
- Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
- No marijuana may be sold or otherwise marketed for adult use that is not tested by Independent Testing Laboratory.
- Our Policies and Procedures will outline the proper sampling, storage, record keeping and reporting of lab results for all marijuana products, including blind quality control samples.
- The Company will maintain lab results for no less than 18 months.


Testing Results (ADVERSE/FAILED RESULTS)

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Department will be notified within 72 hours of these results. The batch will be retested, remediated or destroyed as determined by Management.

Minimum Sanitation Standards for Food Establishments:


For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.

- The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
- Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.

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- In the restroom after toilet use and before returning to a workstation or when switching between work areas
- After touching face, nose, hair, or any other body part, and after sneezing or coughing.
- After cleaning duties.
- Between each task performed and before wearing disposable gloves.
- After eating or drinking.
- Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- Each compartment will be supplied with adequate hot and cold potable running water and drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
- A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
- Stainless Steel racks, shelves or dish tables are to be provided adjacent to the wash sink.
- An approved chemical test kit for determining sanitizer strength will be available and used.
- Manual Ware washing
- Equipment Cleaning and Sanitizing Procedure
- Product Preparation Surfaces- These surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions

Reportable Diseases:

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Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.

Cuts, Abrasions and Burns

- Bandage any cut, abrasion, or burn that has broken the skin.
- Cover bandages on hands with gloves and finger cots and change as appropriate.
- Inform supervisor of all wounds.

6. *References*

- A. Available Training
See Manager for specific training
- B. Company Employee Manual

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Standard Operating Procedure

1. Purpose


The purpose of this policy is to ensure that all agents and employees hired to work at Mass Tree Holdings (MTH), will be qualified and trained to work as a back-office employee, a marijuana establishment agent, and/or a retail vendor and will be properly trained to serve in their respective roles in a compliant manner. All employees will go through training with their respective manager, based on their role in the organization. In addition, each employee will receive a minimum of eight hours of ongoing training annually.

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

A staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Mass Tree Holdings agents are required to complete training as detailed in MTH's Qualifications and Training plan which includes but is not limited to MTH's strict alcohol, smoke and drug-free workplace policy, job specific training, confidentiality training, including how to maintain confidential information at the marijuana establishment, and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

This SOP lays out policy and procedure for ensuring that employees are suitable for registration consistent with the provisions of 935 CMR 500.802

2. Scope

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Pursuant to 935 CMR 500.105(2) and prior to performing job functions, each of MTH's agents will successfully complete a comprehensive training program that is tailored to their roles and responsibilities outlined by their job titles and responsibilities.

3. Prerequisites

The Company's Compliance Officer and management must be familiar with all general training policies and procedures.

4. Responsibilities

Compliance Officer - shall manage all the employee training for MTH, along with any section manager or officer of the Company. The Compliance Officer and section managers shall also maintain a training curriculum ensuring that all staff are current with local, state and company compliance.


Additionally, all employees will be emailed a notice of review for any new changes and updates made to company compliance statutes.

Section Managers - will ensure that any new state, local and Company regulations are distributed to all appropriate parties as related to their titles, roles and responsibilities.


During each employee yearly review, management will ensure that employee training is current with all state, and local government statutes, as outlined in employee's personal employment file.

5. Procedure

At MTH, all employees and agents will be trained prior to performing their duties. Training to be conducted both "on-site" as well as by way of computer-based modules available from third party online training facilitators, and will include, but is not limited to Food Safety, Good Manufacturing and Agricultural Practices, HACCP, Safety and Marijuana Science.

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- All employees working in cultivation and product manufacturing will be trained on basic food safety prior to or during the first day of employment.
- Food safety training will be included as part of new employee orientation.
- The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
- The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
- The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- All employees engaging in the production and processing of any food/product will be trained and certified in;
 - SERVSAFE Massachusetts Allergen Training Program
 - SERVSAFE Food Handler Program
- All cultivation employees will be trained in;
 - Good Agricultural Practices ▪ Provide staff with at minimum bi-annual training on food safety, including food allergy awareness and HACCP;
 - The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

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- MTH will ensure:
 - Monthly in-service training for all employees.
 - All Product Manufacturing managers will have completed Certified Food Protection Managers (CFPM) training by SERVSAFE or similar nationally accredited food safety certification course.
 - The use of outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide food safety and HACCP training.
 - Managers will observe staff daily, to ensure they demonstrate food safety knowledge in the workplace.
 - Document content of all training sessions and attendance.
 - File documentation in HACCP records.


Registered Agent

All MTH board members, directors, employees, executives, managers or volunteers will register with the Commission as a MTH Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.


All Agents shall;

- Be 21 years of age or older;
- Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

MTH will submit to the Commission an application for every MTH Agent, this application will include;

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- The full name, date of birth, and address of the individual;
- All aliases used previously or currently in use by the individual, including maiden name, if any;
- A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- An attestation that the individual will not engage in the diversion of marijuana products;
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- Background information, including, as applicable:
 - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional, or occupational or fraudulent practices.
 - A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority

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with regard to any professional license or registration held by the applicant.


All MTH Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Responsible Vendor Training


A minimum of four hours of training will be required for all 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. Basic on-the-job training we provide in the ordinary course of business may also be counted toward the eight-hour total training requirement.

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

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
- Diversion prevention and prevention of sales to minors, including best practices;
- Compliance with all tracking requirements;
- Acceptable forms of identification, including:
 - How to check identification;

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- Spotting false identification;
- Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
- Common mistakes made in verification
- Other key state laws and rules affecting owners, managers, and employees, including:
 - Local and state licensing and enforcement; • Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practice


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Upon licensure or renewal of licensure, as applicable, all current owners, managers, and employees of MTH that are involved in the handling and sale of marijuana shall attend and successfully complete a responsible Vendor Training Program and maintain Admiral Green's status as a "responsible vendor." MTH shall select a Commission approved Responsible Vendor Training Program for its Responsible Vendor Training.

All owners, managers, and employees involved in the handling and sale of marijuana shall successfully complete the responsible vendor program once a year thereafter. All new employees involved in the handling and sale of marijuana shall be required to successfully complete a responsible vendor program within ninety days of hire. MTH shall offer the responsible vendor program to administrative employees to take on a voluntary basis. All records of responsible vendor training program compliance, including test results, shall be kept for four years and made available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

6. *References*

- A. Available Training
See Manager for specific training
- B. Company Employee Manual

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Standard Operating Procedure

1. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents, to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that the Company's general records are maintained in a compliant manner with all regulations and laws.

This SOP outlines policy and procedure for maintaining financial record keeping to being compliant with all regulations outlined in 935. CMR 500.000.


2. Scope

The Company's financial records will be kept and maintained according to generally accepted accounting principles inventory in a locked area, in a secure location, within the facility, that not accessible to the public, or easily accessible to an unauthorized individual. Back-ups of all records will be maintained for no less than five (5) years. Access and or release of confidential records must first receive approval from Company in-house counsel and CFO.

The CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance.

Financial records will be kept as required by 935. CMR 500.000:

- (a) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (b) Sales receipts from all license types;
- (c) Bank statements;
- (d) Employee payroll;
- (e) Tax returns;
- (f) Balance statements;
- (g) Loan agreements;

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- (h) Assets and Liabilities;
- (i) Monetary Transactions;
- (j) Books of Accounts;
- (k) Sale records;
- (l) Salary and wages paid to each employee. 935 CMR 500.105

This SOP is to be followed by all approved staff members at all times when handling financial records.

3. Prerequisites

The Company's CFO and management must be familiar with the financial record keeping policy and procedures.


4. Responsibilities

CFO - shall manage the general record keeping policy for the Company. The Compliance Officer shall also maintain all the general records pertaining to general records in this SOP.

3rd Party Accounting Firm - will file all yearly State and Federal tax returns.

5. Procedure


The Company has developed strict protocols for the maintenance of records and documents. In addition to the company's legal obligation to protect customer information, the Company has a responsibility to shareholders to accurately document the activities of the business. True and accurate records maintained in a timely and organized manner also provide real-time operating information to management necessary to make quick and informed decisions in the normal course of business.

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- The Company backup of all records must be maintained for no less than five (5) years.
- The Company will engage the services of a professional payroll and human resources company to assist in human resources management and payroll services for employees.
- The Company has and will maintain a banking relationship in Massachusetts to provide banking services for our company.
- The Company will use financial software programs for all financial transactions.
- The Company does not plan to engage in cash transactions with other Marijuana Establishments. All transactions will be completed via check, ACH, or wire transfer.
- A comprehensive audit of all sales transactions by the CFO or designee will be completed every month.
- The Company will engage the services of an independent certified public accountant firm experienced in the legal marijuana industry in Massachusetts, for the filing of all required state and federal tax documents.
- Records Maintenance: All inventories, procedures and other documents required by this section will be maintained on the premises and made available in accordance with the Regulations.
- The Company shall maintain all company records in an electronic format. A cloud-based backup system will provide a second location for a duplicate copy of all records. Certain records may contain paper documents including training documentation forms.

6. References

- A. Available Training
See Manager for specific training
- B. Company Employee Manual

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Standard Operating Procedure

1. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Management, and Agents, to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that the Company's general records are maintained in a compliant manner with all regulations and laws.

This SOP outlines policy and procedure for maintaining general record keeping to being compliant with all regulations outlined in 935. CMR 500.000.


2. Scope

The Company's general records will be kept and maintained according to generally accepted accounting principles, in a locked area, in a secured location, within the facility that is not accessible to the public or easily accessible to an unauthorized individual. Back-ups of all records will be maintained for no less than five (5) years. Access to and or release of confidential records must first receive approval from Company's in house counsel.


The Company will maintain all business records in a Hard Copy and Electronic form. These records include, but are not limited to:

General Records:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions, 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.

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- 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 applicable, and the form(s) in which marijuana will be sold;
- (f) Personnel policies and procedures;
- (g) Waste disposal records as required under 935 CMR 500.105(12)
- (h) The following personnel records:
 - 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - 2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.
 - 3. All background check reports obtained in accordance with 935 CMR 500.030.
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- Alcohol, smoke, and drug-free workplace policies;
- 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;

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

Financial Records:

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


This SOP is to be followed by all approved staff members at all times when handling general and financial records.

3. Prerequisites

The Company's in-house counsel and management must be familiar with the general record keeping policy and procedures.

4. Responsibilities

Compliance Officer - shall manage the general record keeping policy for the Company. The Compliance Officer shall also maintain all files pertaining to the personnel records, pertaining to general records in this SOP.

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In-house counsel - will authorize the release of any records to a third-party and must report the disclosure of records to the CEO to determine if legal counsel should be consulted.


5. Procedure

As detailed in our record keeping procedures, the Company has adopted procedures for maintaining records that conform to marijuana regulations and best practices for the marijuana industry. The Compliance Officer is responsible for record keeping, data retention, and back-ups to ensure the Company maintains true, complete, and accurate records. The Vice President of Operations is responsible for the proper integration of those requirements into policies and procedures.

- Backups of all records must be maintained for no less than five (5) years.
- Records Maintenance: All inventories, procedures and other documents required by this section will be maintained on the premises and made available in accordance with the Regulations.
- The Company shall maintain all company records in an electronic format. A cloud-based backup system will provide a second location for a duplicate copy of all records. Certain records may contain paper documents including training documentation forms.

6. References

- A. Available Training
See Manager for specific training
- B. Company Employee Manual

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Standard Operating Procedure

1. Purpose


The purpose of this policy is to ensure that all agents and employees hired to work at Mass Tree Holdings (MTH), will be qualified and trained to work as a back-office employee, a marijuana establishment agent, and/or a retail vendor and will be properly trained to serve in their respective roles in a compliant manner. All employees will go through training with their respective manager, based on their role in the organization. In addition, each employee will receive a minimum of eight hours of ongoing training annually.

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

A staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Mass Tree Holdings agents are required to complete training as detailed in MTH's Qualifications and Training plan which includes but is not limited to MTH's strict alcohol, smoke and drug-free workplace policy, job specific training, confidentiality training, including how to maintain confidential information at the marijuana establishment, and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

This SOP lays out policy and procedure for ensuring that employees are suitable for registration consistent with the provisions of 935 CMR 500.802

2. Scope

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Pursuant to 935 CMR 500.105(2) and prior to performing job functions, each of MTH's agents will successfully complete a comprehensive training program that is tailored to their roles and responsibilities outlined by their job titles and responsibilities.

3. Prerequisites

The Company's Compliance Officer and management must be familiar with all general training policies and procedures.

4. Responsibilities

Compliance Officer - shall manage all the employee training for MTH, along with any section manager or officer of the Company. The Compliance Officer and section managers shall also maintain a training curriculum ensuring that all staff are current with local, state and company compliance.


Additionally, all employees will be emailed a notice of review for any new changes and updates made to company compliance statutes.

Section Managers - will ensure that any new state, local and Company regulations are distributed to all appropriate parties as related to their titles, roles and responsibilities.


During each employee yearly review, management will ensure that employee training is current with all state, and local government statutes, as outlined in employee's personal employment file.

5. Procedure

At MTH, all employees and agents will be trained prior to performing their duties. Training to be conducted both "on-site" as well as by way of computer-based modules available from third party online training facilitators, and will include, but is not limited to Food Safety, Good Manufacturing and Agricultural Practices, HACCP, Safety and Marijuana Science.

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- All employees working in cultivation and product manufacturing will be trained on basic food safety prior to or during the first day of employment.
- Food safety training will be included as part of new employee orientation.
- The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
- The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
- The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- All employees engaging in the production and processing of any food/product will be trained and certified in;
 - SERVSAFE Massachusetts Allergen Training Program
 - SERVSAFE Food Handler Program
- All cultivation employees will be trained in;
 - Good Agricultural Practices ▪ Provide staff with at minimum bi-annual training on food safety, including food allergy awareness and HACCP;
 - The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

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- MTH will ensure:
 - Monthly in-service training for all employees.
 - All Product Manufacturing managers will have completed Certified Food Protection Managers (CFPM) training by SERVSAFE or similar nationally accredited food safety certification course.
 - The use of outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide food safety and HACCP training.
 - Managers will observe staff daily, to ensure they demonstrate food safety knowledge in the workplace.
 - Document content of all training sessions and attendance.
 - File documentation in HACCP records.


Registered Agent

All MTH board members, directors, employees, executives, managers or volunteers will register with the Commission as a MTH Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.


All Agents shall;

- Be 21 years of age or older;
- Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

MTH will submit to the Commission an application for every MTH Agent, this application will include;

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- The full name, date of birth, and address of the individual;
- All aliases used previously or currently in use by the individual, including maiden name, if any;
- A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- An attestation that the individual will not engage in the diversion of marijuana products;
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- Background information, including, as applicable:
 - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional, or occupational or fraudulent practices.
 - A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority

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with regard to any professional license or registration held by the applicant.


All MTH Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Responsible Vendor Training


A minimum of four hours of training will be required for all 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. Basic on-the-job training we provide in the ordinary course of business may also be counted toward the eight-hour total training requirement.

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

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
- Diversion prevention and prevention of sales to minors, including best practices;
- Compliance with all tracking requirements;
- Acceptable forms of identification, including:
 - How to check identification;

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- Spotting false identification;
- Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
- Common mistakes made in verification
- Other key state laws and rules affecting owners, managers, and employees, including:
 - Local and state licensing and enforcement; • Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
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Upon licensure or renewal of licensure, as applicable, all current owners, managers, and employees of MTH that are involved in the handling and sale of marijuana shall attend and successfully complete a responsible Vendor Training Program and maintain Admiral Green's status as a "responsible vendor." MTH shall select a Commission approved Responsible Vendor Training Program for its Responsible Vendor Training.

All owners, managers, and employees involved in the handling and sale of marijuana shall successfully complete the responsible vendor program once a year thereafter. All new employees involved in the handling and sale of marijuana shall be required to successfully complete a responsible vendor program within ninety days of hire. MTH shall offer the responsible vendor program to administrative employees to take on a voluntary basis. All records of responsible vendor training program compliance, including test results, shall be kept for four years and made available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

6. *References*

- A. Available Training
See Manager for specific training
- B. Company Employee Manual


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Mass Tree Holdings shall satisfy minimum energy efficiency and equipment standards established by the Commission, and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4).


The Company shall adopt and apply additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

At each license renewal (application) under 935 CMR 500.103(4) the Company shall include a report of the Company's energy and water usage over the twelve (12) month period preceding the date of application. The Company shall be subject to the following minimum energy efficiency and equipment standards:

- (a) The building envelope for all facilities will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: Massachusetts Amendments to the International Building Code 2009), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Standard 90.1 Sections 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: Massachusetts Amendments to the International Building Code 2009, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with minimum code standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
 - MTH building envelope items include insulation, roofs, windows, doors, walls, etc. A tight, well-sealed (?) building envelope is fundamental to good energy performance. Poor performing building envelopes result in wasted energy, increased energy costs, and could *negate* ancillary impacts like neighbor smell complaints. (negate or augment/increase - ? – negate would be making the impact less...)

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- The multiple LED lighting systems selected for the facility will reduce the Sensible load reduction by 30-40%. Pulse Width Modulation allows for latent loads to remain relatively unchanged, however through the growing cycle the ratio of sensible to (S:L) latent load does change, as does the dehumidification load.
- (b) Lighting used by the Company will meet one of the following compliance requirements:
 - 1. Horticulture Lighting Power Density may not exceed 36 watts per square foot, except for Tier 1 and Tier 2 which may not exceed 50 watts per square foot; or
 - 2. All horticultural lighting used in a facility is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).
 - 3. A facility seeking to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission shall seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. All facilities, regardless of compliance path, shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.
- (c) Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: Massachusetts Amendments to the International Building Code 2009), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: Massachusetts Amendments to the International Building Code 2009). As part of the documentation required under 935 CMR 500.120(11)(b), a Marijuana Cultivator shall provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935

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CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.


- (d) Safety protocols shall be established and documented to protect workers, consumers, or Visitors (e.g., eye protection near operating Horticultural Lighting Equipment). 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;
- (c) Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and (d) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- (d) Requirements in 935 CMR 500.120(11)(b) and (c) shall not be required if Mass Tree Holdings generates 80% or more of the total annual on-site energy use of all fuels from an on-site clean or renewable generating source, or renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½.
- (f) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103. For a Microbusiness or Craft Marijuana Cooperative with a cultivation location sized as Tier 1 or Tier 2, or such other Marijuana Cultivators that have been granted a waiver under 935 CMR 500.850, compliance with any of the requirements of 935 CMR 500.120(11) may be demonstrated through an energy compliance letter or updated energy compliance letter prepared by one or more of the following energy professionals:
 - 1. A Certified Energy Auditor certified by the Association of Energy Engineers;
 - 2. A Certified Energy Manager certified by the Association of Energy Engineers;
 - 3. A Massachusetts Licensed Professional Engineer; or
 - 4. A Massachusetts Licensed Registered Architect.

The company will utilize best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts. The Company

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understands that it is required to meet all applicable environmental laws, regulations, permits, and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license.

The Company will maintain policies and procedures addressing all efforts to mitigate environmental impacts, as required under 935 CMR 500.120(12)(e) and 935 CMR 501.120(13)(e). The Company is responsible for complying with any revisions to this guidance that may be issued if legal or regulatory requirements change.

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Standard Operating Procedure

1. Purpose

Mass Tree Holdings, LLC (“MTH”) believes in creating and sustaining a robust policy of inclusivity and diversity. MTH recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. MTH’s diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+. MTH will make every effort to employ and advance in employment, qualified and diverse people, at all levels within the company.

2. Scope

The document serves as a summary of MTH’s Diversity Plan to ensure the Company is diverse and inclusive, and promotes a discrimination-free work environment that encourages employees to use their individual backgrounds and talents to support the goals of MTH.

3. Prerequisites

MTH will develop a Diversity Plan that promotes equity among minorities, women, veterans, people with disabilities, and people who identify as LGBTQ. MTH has developed specific goals, including:

- Increase the number of individuals employed by the Company from the demographics listed above; and
- Provide tools to ensure the success of individuals employed by the Company from the demographics listed above.

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4. Responsibilities

Human Resources - Educate management and leaders about the impacts their decisions have on diverse employees within MTH, as well as the challenges those employees face. Use real-life feedback and opinions gathered in focus groups and surveys from employees across the Company to fuel these conversations and make changes.

Management – Assist in designing company policies that reinforce diversity in the workplace, address harassment and protect minority groups. Train hiring managers and HR staff on how to select, manage, evaluate and retain diverse employees.


5. Procedure

MTH will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities.

MTH has developed strategic corporate initiatives to ensure that a diverse and qualified staff is ready to serve MTH's customers. MTH's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Hosting two career fairs annually in the surrounding communities with preference for hiring qualified diverse individuals in the above-listed demographics (metrics for hiring goals outlined below);
- Advertise employment opportunities in diverse publications, including bilingual media, social media groups for those who identify as the above-listed demographics, and post job opportunities on public boards;
- Provide briefings to representatives from recruitment sources tailored to individuals from the above-listed demographics regarding current and future job openings; and
- Encourage employees to refer applicants from diverse groups for employment.

MTH will offer career counseling, and training to provide all employees with the opportunity for career growth within the Company and foster employee retention. MTH will ensure that all employees receive opportunities for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in

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career development. Training programs will be both specific to the company and/or general to the cannabis industry, and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, and management training.


Diversity Plan Goals:

Goal #1 ~ Recruitment and Hiring

MTH is committed to utilizing best efforts to recruit and hire a diverse group of employees with a goal of hiring a staff that is at least 10% women and 20% from the following diverse groups broken down as follows: (80%) Minorities, (15%) Veterans, (2.5%) Disabled Individuals (2.5%) LGBTQ individuals, and people with disabilities while promoting equity among all individuals.

To achieve this, MTH will:

- Create gender-neutral job descriptions,
- Post hiring needs in diverse publications, including a variety of web-based recruitment platforms 2 time per year and or as needed. Such publications will include but not limited to:
 - Massachusetts LGBT Chambers of Commerce,
 - Indeed,
 - Worcester Telegram and Gazette
 - Worcester Chambers of Commerce
 - Wachusett Area Chambers of Commerce
 - Participate in local hiring events such as the:
 - Worcester Career Fair (virtual) (attend once per year or as needed)
 - Wachusett Area Chambers of Commerce Career Fair (attend once per year or as needed)
- Attend community group meetings:
 - Rutland Annual Town Hall Meeting 2nd Monday in May every year
 - Worcester Town Hall Meeting (1x per year)

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- MTH will develop and implement annual training for managers to address bias and cultural sensitivity
- MTH will adhere to the requirements set forth in 935 CMR 500.105(4), with respect to the permitted and prohibited advertising, branding, marketing, and sponsorship practices of marijuana establishments.

Measurements and Accountability

MTH will assess the demographics of its employees to determine if it is increasing diversity in these positions, while evaluating what additional steps hiring managers must take to attract a diverse group of employees, and whether its hiring managers made best efforts to meet the goals set out in this Inclusion Plan.


Goal#2 ~ Supplier Diversity Pan

MTH will work to ensure suppliers and ancillary services who contract with MTH align with our goals and commitment to diversity, with a goal of contracting with at least 30% of our total suppliers and ancillary services from the following diverse groups broken down as follows: (70%) Minorities, (10%) Women (15%) Veterans, (2.5%) Disabled Individuals (2.5%) LGBTQ individuals.

Measurements and Accountability

MTH will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by minorities, women, veterans, people with disabilities and/or people of all gender identities and sexual orientations and will calculate the percentage of services and members of its supply chain that meet this requirement. MTH will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of these targeted groups and give priority to those businesses. MTH's goal will strive to work with at least 30% of businesses who identify as one of the targeted groups throughout its supply chain and assess these percentages annually.

MTH will keep a record of all ancillary services and record it monthly into MTH's internal log with a quarterly (calendar) benchmark to see how far MTH is from achieving the Supplier Diversity Goal it has set forth to the Commission. MTH acknowledges that the progress and or success of this plan must be documented upon renewal (one year from the

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provisional license). If MTH is lacking in achieving its (quarterly) goal, then MTH will seek out alternate suppliers that both fit MTH's businesses needs while meeting economic marketplace competition through our internal networks, internet, and through local Chambers of Commerce.

The plan contains the statement that any actions taken, or program instituted, by the applicant will not violate the Commission's regulations with the respect to limitations on the ownership or control or other applicable state laws.

6. References

A. Company Handbook