



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC283233  
Original Issued Date: 03/15/2023  
Issued Date: 08/22/2022  
Expiration Date: 08/22/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Prime Tree LLC

Phone Number: 508-264-2530  
Email Address: ngomes@ngomeslaw.com

Business Address 1: 4 Technology Way  
Business City: Salem  
Business State: MA  
Business Zip Code: 01970  
Business Address 2:  
Mailing Address 1: 226 South Main Street  
Mailing City: Fall River  
Mailing State: MA  
Mailing Zip Code: 02721  
Mailing Address 2:

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: yes  
Priority Applicant Type: Economic Empowerment Priority  
Economic Empowerment Applicant Certification Number: EE202151  
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: Manager  
Percentage Of Control: 10  
Other Role:

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

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 85	Percentage Of Control: 32	
Role: Owner / Partner	Other Role:	
First Name: Patrick	Last Name: Maloy	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: 5	Percentage Of Control: 5	
Role: Owner / Partner	Other Role:	
First Name: Alan	Last Name: Feldman	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

First Name: Patrick	Last Name: Maloy	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$100000 Percentage of Initial Capital: 100
Capital Attestation: Yes		

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

##### Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Patrick	Owner Last Name: Maloy	Owner Suffix:	
Entity Legal Name: Consortium Inc.,		Entity DBA:	
Entity Description: Florida Medical Marijuana and Adult Use Company			
Entity Phone: 587-885-0960	Entity Email: investors@cansortium.com	Entity Website: unknown	
Entity Address 1: 82 NE 26th St Unit #110		Entity Address 2:	
Entity City: Miami	Entity State: FL	Entity Zip Code: 33137	Entity Country: USA
Entity Mailing Address 1: 82 NE 26th St Unit #110		Entity Mailing Address 2:	
Entity Mailing City: Miami	Entity Mailing State: FL	Entity Mailing Zip Code:	Entity Mailing Country:
Date generated: 04/05/2023			

**DISCLOSURE OF INDIVIDUAL INTERESTS****Individual 1**

**First Name:** Jeffrey      **Last Name:** Pepi      **Suffix:**  
**Marijuana Establishment Name:** Tree Beard Inc.      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** New Bedford      **Marijuana Establishment State:** MA

**Individual 2**

**First Name:** Jeffrey      **Last Name:** Pepi      **Suffix:**  
**Marijuana Establishment Name:** Tradesman Exchange LLC      **Business Type:** Other  
**Marijuana Establishment City:** New Bedford      **Marijuana Establishment State:**  
MA

**Individual 3**

**First Name:** Nicholas      **Last Name:** Gomes      **Suffix:**  
**Marijuana Establishment Name:** Tree Beard Inc      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** New Bedford      **Marijuana Establishment State:** MA

**Individual 4**

**First Name:** Nicholas      **Last Name:** Gomes      **Suffix:**  
**Marijuana Establishment Name:** Tradesman Exchange LLC      **Business Type:** Other  
**Marijuana Establishment City:** New Bedford      **Marijuana Establishment State:** MA

**Individual 5**

**First Name:** Nicholas      **Last Name:** Gomes      **Suffix:**  
**Marijuana Establishment Name:** 195East LLC      **Business Type:** Other  
**Marijuana Establishment City:** NEW BEDFORD      **Marijuana Establishment State:** MA

**MARIJUANA ESTABLISHMENT PROPERTY DETAILS**

**Establishment Address 1:** 4 Technology Way  
**Establishment Address 2:**  
**Establishment City:** Salem      **Establishment Zip Code:** 01970  
**Approximate square footage of the Establishment:** 34000      **How many abutters does this property have?:** 120  
**Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?:** No  
**Cultivation Tier:**      **Cultivation Environment:**

**FEE QUESTIONS**

**Cultivation Tier:** Tier 03: 10,001 to 20,000 sq. ft      **Cultivation Environment:** Indoor

**HOST COMMUNITY INFORMATION**

**Host Community Documentation:**

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to reman compliant with local zoning.pdf	pdf	6008a98ee767d307ceee72dc	01/20/2021
Community Outreach Meeting Documentation	The Community Outreach Meeting Attestation Form.pdf	pdf	615ddfa87afdc8683b2689ab	10/06/2021

Community Outreach Meeting Documentation	Newspaper publication for Salem News.attachment a.pdf	pdf	615de1fe3d1a3f6867ed24d1	10/06/2021
Community Outreach Meeting Documentation	Virtual Outreach approval email from city solicitor.pdf	pdf	615de37e2831f56830cd771c	10/06/2021
Certification of Host Community Agreement	Primetree HCA Certification.pdf	pdf	615de428c28c0968f384670a	10/06/2021
Community Outreach Meeting Documentation	City Clerk Posting. Attachment B.pdf	pdf	615de4f31a0911693590f71d	10/06/2021
Community Outreach Meeting Documentation	Community Outreach Presentation. 4 Technology Park. 3.1.21.official.pdf	pdf	615de59b7afdc8683b268a0d	10/06/2021
Community Outreach Meeting Documentation	Screenshot of www.primetreema.pdf	pdf	615f9c68c28c0968f3847138	10/07/2021
Community Outreach Meeting Documentation	Abutter Letter. Attachment C.pdf	pdf	61662854d7af776846094e4b	10/12/2021
Community Outreach Meeting Documentation	Abutters List 2.8.21.redacted names only_Redacted.pdf	pdf	61893120bd22c23791131601	11/08/2021
Community Outreach Meeting Documentation	Community Outreach Meeting.pdf	pdf	61a52f810c79c9080d25f850	11/29/2021

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 Plan11.8.21.pdf	pdf	618928677f037d37d69bb037	11/08/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Owner / Partner Other Role:  
First Name: Jeffrey Last Name: Pepi Suffix:  
RMD Association: Not associated with an RMD  
Background Question: yes

##### Individual Background Information 2

Role: Owner / Partner Other Role:  
First Name: Patrick Last Name: Maloy Suffix:  
RMD Association: Not associated with an RMD  
Background Question: yes

##### Individual Background Information 3

Role: Manager Other Role:  
First Name: Devon Last Name: Soloniewicz Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 4

Role: Owner / Partner

Other Role:

First Name: Nicholas

Last Name: Gomes Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

#### Individual Background Information 5

Role: Owner / Partner

Other Role:

First Name: Alan

Last Name: Feldman Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	CETT GOOD STANDING.DOR.pdf	pdf	5fee15a7e826e207c07daf61	12/31/2020
Articles of Organization	Certificate of Organization.pdf	pdf	6008d0ce89d382080d8f0b87	01/20/2021
Secretary of Commonwealth - Certificate of Good Standing	Prime Tree Certificate of Good Standing.pdf	pdf	611c21877671e237b2f07f44	08/17/2021
Bylaws	Fully Executed OA.pdf	pdf	615f9eb6af787c692aac9b66	10/07/2021
Department of Revenue - Certificate of Good standing	DUA Affidavit.pdf	pdf	615f9fe8ec8df6685105d9b7	10/07/2021
Department of Revenue - Certificate of Good standing	Certificate of Good Standing.tax.pdf	pdf	6176d62b86cf8531b419f789	10/25/2021

No documents uploaded

Massachusetts Business Identification Number: 001478401

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Prime Tree Business Plan.CCC.pdf	pdf	6008d1f7eb00b107e4547c69	01/20/2021
Plan for Liability Insurance	Plan to obtain Insurance.PRIMETREE.pdf	pdf	6008d792b11eae07c3c5b523	01/20/2021
Proposed Timeline	Timeline .10.7.2021.pdf	pdf	615fa151af787c692aac9b6a	10/07/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Individuals under 21.primetree.pdf	pdf	611c224a7671e237b2f07f54	08/17/2021
Personnel policies including background checks	Personnel.Employee Staffing.pdf	pdf	611c2270324d4e3994c411ab	08/17/2021
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	611c227f029a6837bd7161da	08/17/2021
Maintaining of financial records	Maintenance of Financial Records Plan.pdf	pdf	611c22adbde213399f8136d5	08/17/2021
Record Keeping procedures	Record Keeping Tree Beard.pdf	pdf	611c22c6bde213399f8136d9	08/17/2021
Quality control and testing	Quality Control Testing Procedures.pdf	pdf	611c22ee1cef2b37e5f4d5bb	08/17/2021
Inventory procedures	Inventory Procedures.primetree.pdf	pdf	611c23001cef2b37e5f4d5c1	08/17/2021
Transportation of marijuana	Transportation Plan.primetree.pdf	pdf	611c2312029a6837bd7161e6	08/17/2021
Storage of marijuana	Storage Procedures.pdf	pdf	611c231f7671e237b2f07f60	08/17/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	611c233465a78c37ab331fd0	08/17/2021
Security plan	Security Plan.primetree.pdf	pdf	611c234285b72937d3017cea	08/17/2021
Policies and Procedures for cultivating.	Cultivation Specific Procedures.pdf	pdf	611c235b029a6837bd7161ec	08/17/2021
Qualifications and training	Qualifications and Intended Training for Agents 10.25.21.pdf	pdf	6176d84e51c4da37cbfb2cbc	10/25/2021
Diversity plan	Diversity Plan.11.8.2021.pdf	pdf	61892d0299d47637982bbee0	11/08/2021

## ATTESTATIONS

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

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

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

Notification:

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

I 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

Date generated: 04/05/2023

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No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 10:00 PM
Tuesday From: 7:00 AM	Tuesday To: 10:00 PM
Wednesday From: 7:00 AM	Wednesday To: 10:00 PM
Thursday From: 7:00 AM	Thursday To: 10:00 PM
Friday From: 7:00 AM	Friday To: 10:00 PM
Saturday From: 7:00 AM	Saturday To: 10:00 PM
Sunday From: 7:00 AM	Sunday To: 10:00 PM

## **PRIME TREE LLC PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Prime Tree LLC (“Prime Tree”) will remain compliant at all times with the local zoning requirements set forth in the City of Salem’s Zoning bylaws, ordinances and regulations, including the selection of its prospective Marijuana Establishment at 4 Technology Way, Salem, MA 01970.

The proposed location is in compliance with 935 CMR 500.110(3) because it is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

Prime Tree will apply for any local permits required to operate a Marijuana Cultivator and Marijuana Product Manufacturer at the proposed location. Prime Tree will comply with all conditions and standards set forth in any local permit required to operate with the intended uses at the proposed location.

Prime Tree will attend all meetings with various municipal officials and boards to discuss its plan for a proposed Marijuana Establishment in an effort to execute a Host Community Agreement with the City of Salem. Prime Tree will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Prime Tree remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, security, operation, and licensure.



# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - 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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



ANYTHING & EVERYTHING JUNK REMOVAL  
Estate Clean-outs, Basement, Garage, Yard  
Debris, Dump runs. Call Jack 978-521-0445

BALDASSARI - Painting Interior/Exterior.  
Wallpapering & removal. Free estimates  
☎ Cell 781-953-6890; 978-688-0161 ☎

#### TREE REMOVAL

LIVINGSTON Tree & Stump Removal  
Fantastic Deals! Fast/Quality Service  
978-689-8373 livingstonfamilytree.com

## classified marketplace

Be included in this section by calling 800.927.9200 fax: 978.685.1588

# NOTICES

Notice, they could affect you!

#### PUBLIC NOTICES

##### NONDISCRIMINATORY POLICY AS TO STUDENTS

North Shore Nursery School does not discriminate in providing services to children or their families on the basis of race, religion, cultural heritage, national origin, marital status, political beliefs, disability, or sexual orientation.

SN - 2/10/2021

The COBURN CHARITABLE SOCIETY requests grant applications from not-for-profit 501(c)3 organizations whose mission is to provide residential, medical and other charitable care and relief for the elderly and poor of Ipswich and adjacent towns. Funding preference will be given to applications made for the benefit of residents of Ipswich.

Proposals must include a detailed description of the project, the proj-

#### PUBLIC NOTICES

##### CITY OF SALEM ZONING BOARD OF APPEALS

Will hold a public hearing for all persons interested in the petition of RANDY GREENSPAN & FRANCES-CA SPARACIO for a special permit per Section 3.3.5 **Nonconforming Single- and Two-Family Residential Structures** of the Salem Zoning Ordinance to remove an existing accessory structure, and extend an existing non-conforming single-family residential structure by adding an attached three-bedroom dwelling unit atop a garage which would create a new nonconformity in minimum lot area per dwelling unit at 50 BRIDGE STREET (Map 36, Lot 172) (R2 and ECOD Zoning Districts). The public hearing will be held on Wednesday, February 17, 2021 at 6:30 PM via remote participation with instructions to be posted to the City Calendar and the Board of Appeals page on [www.salem.com](http://www.salem.com) no later than February 10, 2021, in accordance with Chapter 40A of the Massachusetts General Laws and Governor Baker's Emergency Order dated March 12, 2020.

SN - 2/3, 2/10/21

#### PUBLIC NOTICES

Notice is hereby given by Prime Tree LLC that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, March 1, 2021, at 5:30 p.m. The proposed Marijuana Cultivation and Product Manufacturing Establishment seeks to locate at 4 Technology Way, Salem, MA. There will be an opportunity for the public to ask questions. The meeting will be recorded and can be accessed as follows:

##### Join Zoom Meeting:

<https://us02web.zoom.us/j/81552989230>

Meeting ID: 815 5298 9230

Or via phone: 19292056099 and entering Meeting ID

Link: [www.primetreema.com](http://www.primetreema.com)  
SN - 2/10/21

Commonwealth of  
Massachusetts  
The Trial Court  
Probate and Family Court  
Docket No. ES21P0043EA  
Essex Division  
INFORMAL PROBATE  
PUBLICATION NOTICE  
Estate of:



Nicholas Gomes &lt;ngomes@ngomeslaw.com&gt;

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## 4 Technology Way

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**Nicholas Gomes** <ngomes@ngomeslaw.com>  
To: Victoria Caldwell <vcaldwell@saalem.com>

Mon, Jan 25, 2021 at 3:48 PM

Dear Victoria:

I am awaiting a last certificate of good standing from the State and my submission will be complete. I expect it will arrive tomorrow and I can finally submit it.

Should I send the original CORI forms and the \$50.00 checks to 93 Washington Street, Salem, MA 01970?

Can your office approve of us holding a Community Outreach Meeting by Zoom? I have attached the administrative order for your reference.

Thank you

Best regards,

Nicholas A. Gomes Esq.  
Law Office of Nicholas A. Gomes  
226 South Main Street, Suite #6  
Fall River, MA 02721  
(508) 901-9120  
-NOTICE-

The information transmitted in this message constitutes an electronic communication within the meaning of the Electronic Communications Act, 18 U.S.C. 2510, and its disclosure is strictly limited to the recipient intended by the sender of this message. This communication may contain confidential and privileged materials for the sole use of the intended recipient and receipt by anyone other than the intended recipient does not constitute a waiver or loss of the confidential nature of the communication.

If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or use of this message and any attachment is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and permanently delete it from your computer and destroy any printout thereof.

Thank you.

[Quoted text hidden]



**Administrative Order Virtual Community Outreach Meetings.pdf**  
194K



Nicholas Gomes &lt;ngomes@ngomeslaw.com&gt;

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## 4 Technology Way

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**Victoria Caldwell** <vcaldwell@salem.com>  
To: Nicholas Gomes <ngomes@ngomeslaw.com>

Mon, Jan 25, 2021 at 4:17 PM

Hi Nicholas,

No need for payments for CORI checks or strict adherence to the requirements listed on the website – as I indicated earlier, the website instructions were designed for a review committee process for retail stores where we had a cap on the number of stores. The HCA process for other marijuana businesses such as what you have proposed is less formal given that there are no limits on the number of these that may be located within the City. Also, although the website doesn't reflect this, we will run the CORI checks later in the process at no expense to you, so there is no need to send in any payment for these.

We have no objection to you running the Community Outreach meeting via Zoom – we typically don't get involved with setting these up other than to suggest you contact the Ward 3 Councillor, Patti Morsillo [pmorsillo@salem.com](mailto:pmorsillo@salem.com) and invite her to the meeting and provide us with a copy of the invitation and the links to participate.

As we have discussed, once you have submitted your request for an HCA, we do want to set up a meeting via Zoom to meet your team, discuss your plans, and introduce you to the department heads and City officials who will be involved in the process moving forward.

Best,

Vickie

Victoria B. Caldwell

Assistant City Solicitor

[City of Salem](#)

[93 Washington Street](#)

[Salem, MA 01970](#)

978 619 5634 (direct dial)

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately. Thank you.

[Quoted text hidden]





# 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:

Prime Tree LLC

2. Name of applicant's authorized representative:

Nicholas A. Gomes, Esq.

3. Signature of applicant's authorized representative:

*Nicholas A. Gomes*

4. Name of municipality:

City of Salem

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

Mayor Kim L. Driscoll





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



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).*):

MAYOR@SALEM.COM

8. Host community agreement execution date:

8/16/21





2021 FEB -5 AM 11:19

CITY CLERK  
SALEM, MASS

Prime Tree LLC  
4 Technology Way  
Salem, MA 01970

February 5, 2021

City of Salem  
Kimberley Driscoll, Mayor  
Victoria Caldwell, Assistant City Solicitor  
Ilene Simons, City Clerk  
93 Washington Street  
Salem, MA 01970

Salem City Council  
Christine W. Madore, Council President  
20 Federal Street, #8  
Salem, MA 01970

City of Salem Department of Planning and Community Development  
City Hall Annex  
Lev McCarthy  
Tom Daniel, AICP  
98 Washington Street, 2<sup>nd</sup> Fl.  
Salem, MA 01970

Abutters of  
4 Technology Way  
Salem, MA 01970

**Re: Notice of Community Outreach Public Meeting for Marijuana Cultivation and  
Manufacturing Establishment at 4 Technology Way, Salem, MA 01970**

Dear City of Salem Officials and Abutting Residents to our project:

Please find this correspondence as public notice of a Community Outreach event for a proposed Marijuana Cultivation and Product Manufacturing Establishment at 4 Technology Way, Salem, MA 01970, pursuant to 935 CMR 500.101(9). Please post this notice in the regular course of your duties as a public notice and consider attending the meeting. As a safety precaution, we are hosting our outreach event virtually through Zoom on Monday, March 1, 2021, at 5:30p.m. Notice is being sent to all abutters within 300 feet of the location and published in the Salem News.

The following notice and access instructions will be published in the Salem News:

**Notice is hereby given by Prime Tree LLC that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, March 1, 2021, at 5:30 pm. The proposed Marijuana Cultivation and Product Manufacturing Establishment seeks to locate at 4 Technology Way, Salem, MA. There will be an opportunity for the public to ask questions. The meeting will be recorded and can be accessed as follows:**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/81552989230>

**Meeting ID:** 815 5298 9230

**Or via phone:** 19292056099 and entering Meeting ID

**Link:** [www.primetreema.com](http://www.primetreema.com)

The purpose of the Community Outreach Meeting is to explain the proposed Marijuana Establishment and provide information about potential impacts to the neighborhood and community as a whole. A presentation of the proposal will begin at 5:30p.m. and thereafter the public will have an opportunity to ask questions. Please join us to learn more about our company and the future social and economic benefits we plan to bring to Salem. Thank you for your time and attention to this matter.

Sincerely,

Prime Tree LLC

/s/ Nicholas A. Gomes

By: Nicholas A. Gomes, Esq.

Title: Legal Officer

Phone: 508-264-2530

This notice posted on "Official Bulletin Board"  
City Hall, Salem, Mass. on FEB - 5 2021  
at 11:19 AM in accordance with MGL Chap. 30A,  
Sections 18-25.



# PRIME TREE LLC

4 Technology Way, Salem, MA 01970

Business Plan for a Marijuana Establishment under 935 CMR 500.000  
Cannabis Control Commission Applications Cultivator # MCN 283233 and  
Product Manufacturer # MPN281993



**4 Technology Way, Salem, MA 01970**

# Executives



**Nicholas A. Gomes, Esq.**

- ▶ Law Office of Nicholas A. Gomes, General Law Practice since 2013 with offices in New Bedford, Fall River, and Boston.
- ▶ Licensing, Permitting, Regulatory Compliance



**Jeffrey Pepi, Jr.**

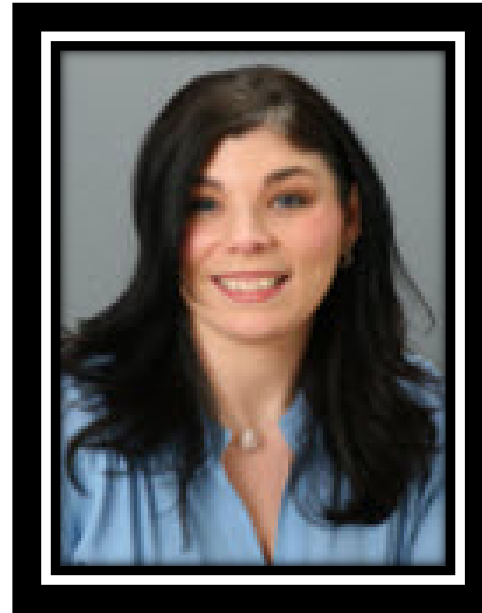
- ▶ Economic Empowerment Applicant Certification # EE202151
- ▶ Cannabinoid Retail & Delivery Company Owner

# Executives



**Patrick Maloy**

- ▶ Cofound Cansortium Holdings in 2015 a multi-state medical and adult cannabis manufacturer and retailer
- ▶ 25+ years experiences in investment banking, public affairs, technology companies, and healthcare.



**Devon Soloniewicz**

- ▶ Founder of the Northern Lights Hemp Company
- ▶ Extensive experience in insurance, executive operations and business services

# Proposed License Types

- ▶ Manufacturing:

- ▶ Cultivation:



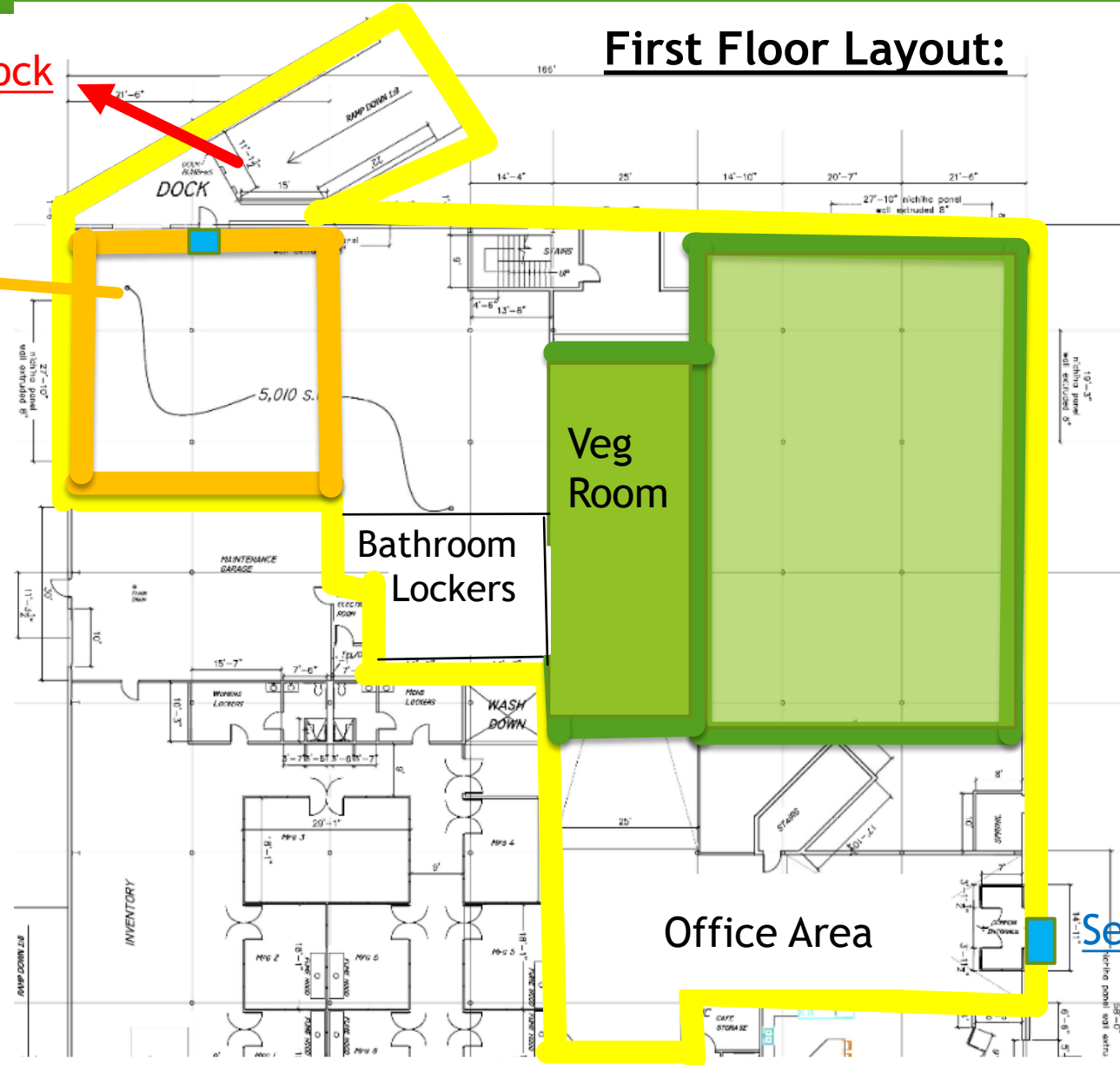


**4 Technology Way, Salem, MA 01970**

## First Floor Layout:

Loading Dock

Manufacturing,  
Processing,  
And  
Distribution Area



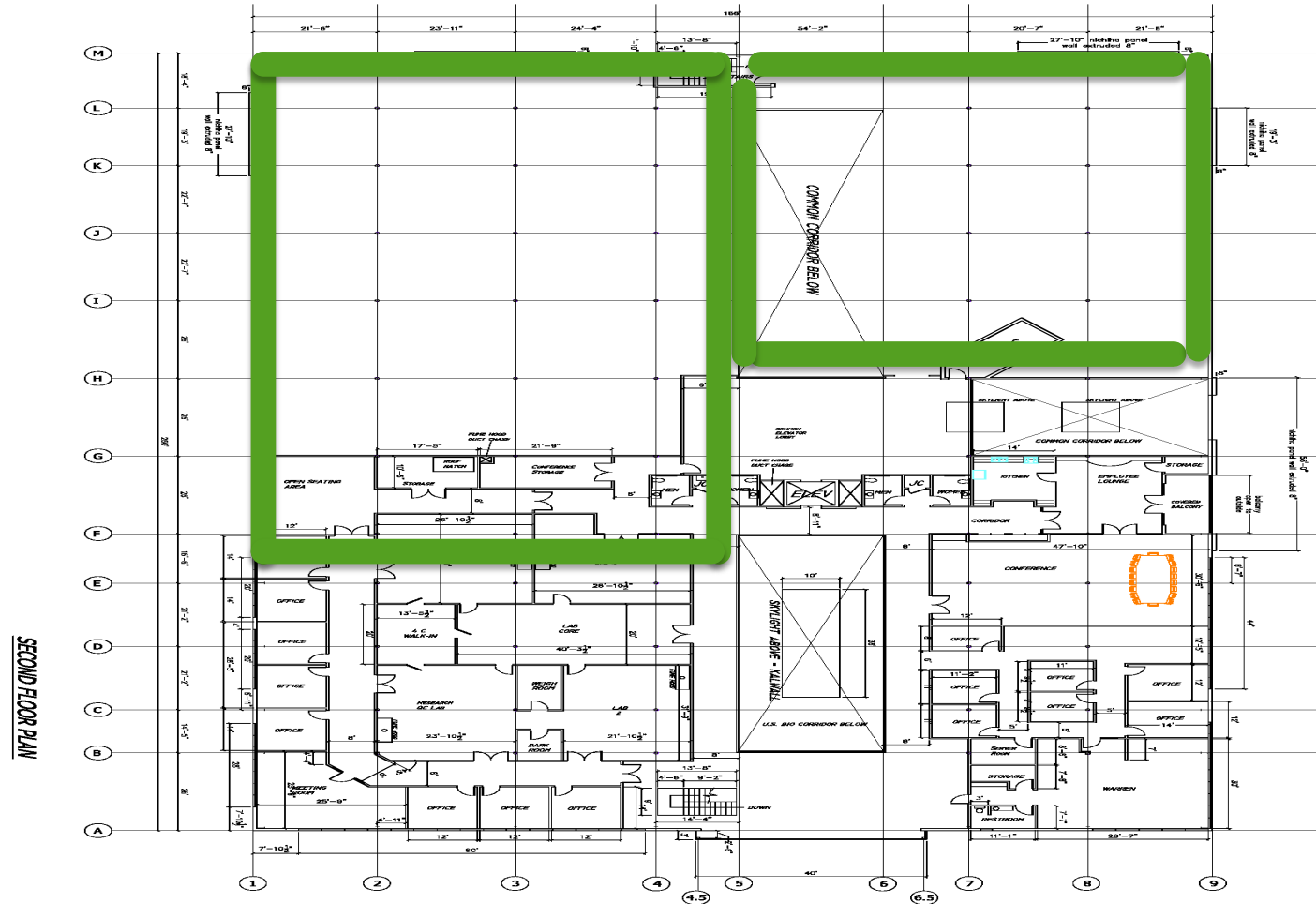
Grow Area #1  
Total Sq Ft?

4 Flowering rooms  
2,500 Sq Ft each

P  
A  
R  
K  
I  
N  
G

Secure Entrance

## Second Floor Layout:



4/9/10

**A1.2**

drawing title:  
**Second Floor**

drawn: jpl scale: 3/8" = 1'-0" date: 5/18/10

project:  
**U.S. Biological  
Technology Way  
Salem Massachusetts**

No.	Revisions	Date
1	Preliminary Layouts	12.8.10
2	Annotations	01.05.11
3	Rev. Sheets	05.10.11
4	General Revisions	03.22.11

consultants:

**DILULLO ASSOCIATES INC.**  
ARCHITECTS PLANNERS

148 CORTLAND STREET, MELROSE, MASSACHUSETTS 02178  
TEL: (781) 665-3455 FAX: (781) 665-3455

# INDEPENDENT TESTING OF PRODUCTS

mcr  
LABS



## Test report: Flower #12

Client:	<a href="#">Commonwealth Cannabis Competition</a>
Client contact:	
Strain:	<a href="#">unknown</a>
Sample Type:	Flower
Batch:	N/A
Analyst:	LC
Authorization:	MK
Product ID:	S18-15007
Receipt Date:	9/4/2018
Test Date:	9/5/2018

## Cannabinoid Profile

Cannabinoid	%
THC	1.3%
CBD	Not detected
CBN	Not detected
THCa	24.3%
CBDa	Not detected
Δ-8 THC	Not detected
CBGa	0.5%
THCv	Not detected
CBDv	Not detected
CBC	0.1%
Total Cannabinoids	26.20%
Max THC	22.61%
Max CBD	Not detected

Percentage data represents weight percentage of sample as received by MCR Labs.

THCa is converted to THC by heat. To find the maximum theoretical amount of THC in a sample, we add the amount of THC present in the sample to the amount of THC that can be created from THCa by the formula:

$$\text{Max THC} = \text{THC} + \text{THCa} * 0.877$$

The maximum theoretical amount of CBD in a sample is calculated from CBD and CBDa in a similar fashion.

This report and all information herein shall not be reproduced, except in its entirety, without the expressed consent of MCR Labs. Results may vary. Results are only for the samples supplied to MCR Labs.

mcr  
LABS



## Test report: Concentrate #6

Client:	<a href="#">Commonwealth Cannabis Competition</a>
Client contact:	
Strain:	<a href="#">unknown</a>
Sample Type:	Concentrate
Batch:	N/A
Analyst:	MS
Authorization:	MK
Product ID:	S18-15035
Receipt Date:	9/4/2018
Test Date:	9/9/2018

## Cannabinoid Profile

Cannabinoid	%
THC	4.2%
CBD	Not detected
CBN	Not detected
THCa	92.3%
CBDa	Not detected
Δ-8 THC	Not detected
CBGa	0.4%
THCv	Not detected
CBDv	Not detected
CBC	0.3%
Total Cannabinoids	97.20%
Max THC	85.15%
Max CBD	Not detected

Percentage data represents weight percentage of sample as received by MCR Labs.

THCa is converted to THC by heat. To find the maximum theoretical amount of THC in a sample, we add the amount of THC present in the sample to the amount of THC that can be created from THCa by the formula:

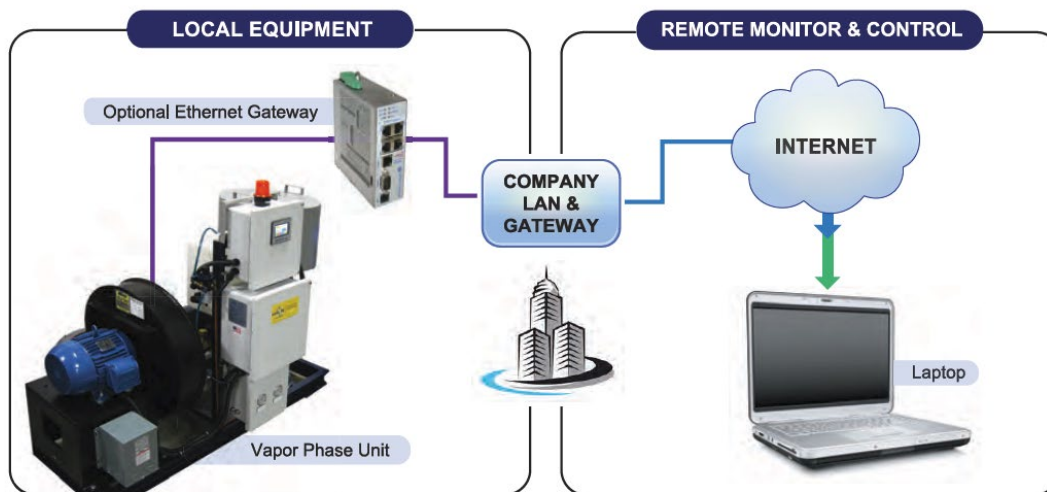
$$\text{Max THC} = \text{THC} + \text{THCa} * 0.877$$

The maximum theoretical amount of CBD in a sample is calculated from CBD and CBDa in a similar fashion.

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# ODOR CONTROL IMPLEMENTATIONS

Example of Equipment  
Used in Cannabis-industry:  
Charcoal Filtration  
Air Vaporization



**OMI**  
INDUSTRIES

One Corporate Drive, Suite 100  
Long Grove, IL 60047, USA  
Phone: 800.662.6367 Fax: 847.304.0989  
[www.omi-industries.com](http://www.omi-industries.com)

## NOISE CONCERNS ALEVIATED

- Noise: The proposed uses will create minor noise, if any, and will not cause a nuisance. The building will be designed with noise softening technology to prevent noise from escaping the cultivation and manufacturing area.

# SECURITY PROCEDURES

- ▶ Security, Surveillance, and Alarm Components: Prime Tree will have a commercial grade electronic security surveillance system with exterior + interior CCTV. All entrances to Prime Tree shall be kept secure by electronic monitoring and locking mechanisms to prevent unauthorized access.
- ▶ Secure Access: Not open to the public and visitors are limited to necessary visits such as State and Town officials and industry-specific agents. Key-Card access for secure entry points. All individuals seeking access to the premises or to whom marijuana products are being transported shall be positively identified with a government issued identification card to limit access solely to individuals 21 years of age or older. No individual under the age of 21 years of age shall be allowed access to the premises.

# BUILDING SECURITY

- ▶ Entrance and Egress: The premises shall have a single entrance for employees and authorized visitors to enter under constant electronic surveillance during hours of operation. This entry point shall be the identification check-point. The premises will be compliant with the Americans with Disability Act.
- ▶ Outside Perimeter/Lighting: The outside perimeter of Prime Tree shall be sufficiently lit to facilitate surveillance and safe ingress and egress for customers and the public.
- ▶ Parking: Sufficient parking for employee parking and visitors is available and will also be under surveillance.



# EMPLOYEE PROCEDURES

- ▶ Employee Safety: The construction of the facility will be designed to provide safety to its employees and a means of immediately activating a silent alarm in the event of encountering crime or other danger.
- ▶ Storage of Finished Products: All finished marijuana products shall be secured in a locked vault to prevent diversion, theft and loss. All safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing or storage of marijuana products shall be kept securely locked and protected from unauthorized entry.
- ▶ Security Measures: The use of combination numbers, passwords or electronic or biometric security systems shall be used on the property and only shared with specifically authorized employees.
- ▶ Waste Disposal: All aspects of the waste disposal shall be monitored to ensure marijuana waste shall be processed into a mixture rendering the cannabis unusable for its intended purpose.



# DIVERSION PREVENTION

- ▶ Incident Reporting: Prime Tree shall notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of the breach. Notification shall occur, but not be limited to, during the following occasions:
  - ▶ discovery of discrepancies identified during inventory;
  - ▶ diversion, theft or loss of any marijuana product;
  - ▶ any criminal action involving or occurring on or in the property;
  - ▶ any suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person;
  - ▶ unauthorized destruction of marijuana;
  - ▶ any loss or unauthorized alteration of records related to marijuana;
  - ▶ an alarm activation or other event that requires response by public safety personnel;
  - ▶ the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours;

# COMMUNITY PARTNERS

- ▶ Responsible Team: Experienced Operators with existing CCC and Municipal approval including stringent background checks and application process.
- ▶ Local Employees: We intend to train local residents with skills to enter this new industry.
- ▶ Community Impact Fee: Host Community Agreement terms to be determined.
- ▶ Economic Empowerment: Expedited and Priority CCC Application Review.
- ▶ Positive Impact Plan: Plan to promote local community through training, grants, and peer groups.
- ▶ Diversity Plan: Plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation.
- ▶ Economic Development: Our investment and community partnership will benefit the local economy with increased jobs, opportunities, and revitalization of vacant space.
- ▶ Oversight: Complete State and Municipal oversight of licensing and permitting

## TIMELINE

- Community Outreach Meeting - March 2021
- Host Community Agreement - April 2021
- CCC Provisional License - May 2021
- CCC Architectural Review - June 2021
- Local Licensing and Permitting - June 2021
- Construction - July 2021
- CCC Final License - September 2021
- Commencement of Operations - October 2021

# Questions?

- ▶ Please enter your questions into the chat box.
- ▶ If you want to speak generally then please put your name into the chat box.



4 Technology Way, Salem, MA

HOME

SERVICES

CONTACT US

# Community Outreach Meeting Zoom Information:

Notice is hereby given by Prime Tree LLC that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, March 1, 2021, at 5:30 pm. The proposed Marijuana Cultivation and Product Manufacturing Establishment seeks to locate at 4 Technology Way, Salem, MA. There will be an opportunity for the public to ask questions. The meeting will be recorded and can be accessed as follows:

Join Zoom Meeting: <https://us02web.zoom.us/j/81552989230>

Meeting ID: 815 5298 9230





2021 FEB -5 AM 11:19

CITY CLERK  
SALEM, MASS

Prime Tree LLC  
4 Technology Way  
Salem, MA 01970

February 5, 2021

City of Salem  
Kimberley Driscoll, Mayor  
Victoria Caldwell, Assistant City Solicitor  
Ilene Simons, City Clerk  
93 Washington Street  
Salem, MA 01970

Salem City Council  
Christine W. Madore, Council President  
20 Federal Street, #8  
Salem, MA 01970

City of Salem Department of Planning and Community Development  
City Hall Annex  
Lev McCarthy  
Tom Daniel, AICP  
98 Washington Street, 2<sup>nd</sup> Fl.  
Salem, MA 01970

Abutters of  
4 Technology Way  
Salem, MA 01970

**Re: Notice of Community Outreach Public Meeting for Marijuana Cultivation and  
Manufacturing Establishment at 4 Technology Way, Salem, MA 01970**

Dear City of Salem Officials and Abutting Residents to our project:

Please find this correspondence as public notice of a Community Outreach event for a proposed Marijuana Cultivation and Product Manufacturing Establishment at 4 Technology Way, Salem, MA 01970, pursuant to 935 CMR 500.101(9). Please post this notice in the regular course of your duties as a public notice and consider attending the meeting. As a safety precaution, we are hosting our outreach event virtually through Zoom on Monday, March 1, 2021, at 5:30p.m. Notice is being sent to all abutters within 300 feet of the location and published in the Salem News.

The following notice and access instructions will be published in the Salem News:

**Notice is hereby given by Prime Tree LLC that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, March 1, 2021, at 5:30 pm. The proposed Marijuana Cultivation and Product Manufacturing Establishment seeks to locate at 4 Technology Way, Salem, MA. There will be an opportunity for the public to ask questions. The meeting will be recorded and can be accessed as follows:**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/81552989230>

**Meeting ID:** 815 5298 9230

**Or via phone:** 19292056099 and entering Meeting ID

**Link:** [www.primetreema.com](http://www.primetreema.com)

The purpose of the Community Outreach Meeting is to explain the proposed Marijuana Establishment and provide information about potential impacts to the neighborhood and community as a whole. A presentation of the proposal will begin at 5:30p.m. and thereafter the public will have an opportunity to ask questions. Please join us to learn more about our company and the future social and economic benefits we plan to bring to Salem. Thank you for your time and attention to this matter.

Sincerely,

Prime Tree LLC

/s/ Nicholas A. Gomes

By: Nicholas A. Gomes, Esq.

Title: Legal Officer

Phone: 508-264-2530

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City Hall, Salem, Mass. on FEB - 5 2021  
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Parcel ID: 07-0087-0

4 TECHNOLOGY WAY  
SALEM, MA 01970

Parcel ID: 07-0037-0

45 CLARK ST  
SALEM, MA 01970

Parcel ID: 07-0039-0

49 CLARK ST  
SALEM, MA 01970

Parcel ID: 07-0051-0

381 HIGHLAND AVE  
SALEM, MA 01970

Parcel ID: 07-0060-0

383 HIGHLAND AVENUE  
SALEM, MA 01970

Parcel ID: 07-0063-0

MILFORD, MA 01757

Parcel ID: 07-0064-0

P.O. BOX 2027  
SALEM, MA 01970-6227

Parcel ID: 07-0065-0

P.O. BOX 2027  
SALEM, MA 01970-6227

Parcel ID: 07-0066-0

JACKSON, WY 83001

Parcel ID: 07-0070-801

96 SWAMPSCOTT RD U1  
SALEM, MA 01970

Parcel ID: 07-0070-802

96 SWAMPSCOTT ROAD, #2  
SALEM, MA 01970

Parcel ID: 07-0070-803

96 SWAMPSCOTT ROAD U3  
SALEM, MA 01970

Parcel ID: 07-0070-804

TOBIN KEVIN/TOBIN  
39 TOZER ROAD  
BEVERLY, MA 01915

Parcel ID: 07-0070-805

15 WYMON WAY  
LYNNFIELD, MA 01940

Parcel ID: 07-0070-806

96 SWAMPSCOTT ROAD U6  
SALEM, MA 01970

Parcel ID: 07-0070-807

16 HATHAWAY AVENUE  
BEVERLY, MA 01915

Parcel ID: 07-0070-808

43 NORMAN STREET  
MARBLEHEAD, MA 01945

Parcel ID: 07-0070-809

96 SWAMPSCOTT ROAD U9  
SALEM, MA 01970

Parcel ID: 07-0070-810

96 SWAMPSCOTT ROAD U10  
SALEM, MA 01970

Parcel ID: 07-0077-0

3 TECHNOLOGY WAY  
SALEM, MA 01970

Parcel ID: 07-0078-0

1 TECHNOLOGY WAY  
SALEM, MA 01970

Parcel ID: 07-0079-0

KELLOGG JOHN/KLEIN  
1 TECHNOLOGY WAY  
SALEM, MA 01970

Parcel ID: 07-0081-801

1 CAVENDISH CIR U176D  
SALEM, MA 01970

Parcel ID: 07-0081-802

3 CAVENDISH CIR U176C  
SALEM, MA 01970

Parcel ID: 07-0081-803

153 WHALERS LANE U176B  
SALEM, MA 01970

Parcel ID: 07-0081-804

425 DOCKSIDE DR U704  
NAPLES, FL 34110

Parcel ID: 07-0081-805

5 CAVENDISH CIR U175B  
SALEM, MA 01970

Parcel ID: 07-0081-806

SALEM, MA 01970

Parcel ID: 07-0081-807

9 CAVENDISH CIR U175  
SALEM, MA 01970

Parcel ID: 07-0081-808

11 CAVENDISH CIR U175C  
SALEM, MA 01970



Parcel ID: 07-0081-809

149 WHALERS LANE U177D  
SALEM, MA 01970

Parcel ID: 07-0081-810

151 WHALERS LANE  
SALEM, MA 01970

Parcel ID: 07-0081-811

65 CAVENDISH CIR U177B  
SALEM, MA 01970

Parcel ID: 07-0081-812

67 CAVENDISH CIR U177A  
SALEM, MA 01970

Parcel ID: 07-0081-813

2 CAVENDISH CIRCLE U174A  
SALEM, MA 01970

Parcel ID: 07-0081-814

1 FORTUNE WAY U 174D  
SALEM, MA 01970

Parcel ID: 07-0081-815

3 FORTUNE WAY U174C  
SALEM, MA 01970

Parcel ID: 07-0081-816

4 CAVENDISH CIR U174B  
SALEM, MA 01970

Parcel ID: 07-0081-817

177 WHALERS LANE U172B  
SALEM, MA 01970

Parcel ID: 07-0081-818

179 WHALERS LANE U172A  
SALEM, MA 01970

Parcel ID: 07-0081-819

KOSILO MARIA  
35 BUENA VISTA STREET  
SWAMPSCOTT, MA 01907

Parcel ID: 07-0081-820

15 FORTUNE WAY U172C  
SALEM, MA 01970

Parcel ID: 07-0081-821

8 CAVENDISH CIR U173B  
SALEM, MA 01970

Parcel ID: 07-0081-822

6 CAVENDISH CIR U173A  
SALEM, MA 01970

Parcel ID: 07-0081-823

5 FORTUNE WAY U173D  
SALEM, MA 01970

Parcel ID: 07-0081-824

7 FORTUNE WAY U173C  
SALEM, MA 01970

Parcel ID: 07-0081-825

9 FORTUNE WAY UNIT 170D  
SALEM, MA 01970

Parcel ID: 07-0081-826

11 FORTUNE WAY UNIT 170C  
SALEM, MA 01970

Parcel ID: 07-0081-827

20 CAVENDISH CIRCLE U 170B  
SALEM, MA 01970

Parcel ID: 07-0081-828

18 CAVENDISH CIRCLE U 170A  
SALEM, MA 01970

Parcel ID: 07-0081-829

12 CAVENDISH CIR U171D  
SALEM, MA 01970

Parcel ID: 07-0081-830

10 CAVENDISH CIR U171C  
SALEM, MA 01970

Parcel ID: 07-0081-831

16 CAVENDISH CIR U171B  
SALEM, MA 01970

Parcel ID: 07-0081-832

14 CAVENDISH CIR U171A  
SALEM, MA 01970

Parcel ID: 07-0081-833

28 CAVENDISH CIR U169D  
SALEM, MA 01970

Parcel ID: 07-0081-834

26 CAVENDISH CIR U169C  
SALEM, MA 01970

Parcel ID: 07-0081-835

32 CAVENDISH CIR U169C  
SALEM, MA 01970

Parcel ID: 07-0081-836

30 CAVENDISH CIR U169A  
SALEM, MA 01970

Parcel ID: 07-0081-837

24 CAVENDISH CIRCLE U168D  
SALEM, MA 01970

Parcel ID: 07-0081-838

22 CAVENDISH CIRCLE U168C  
SALEM, MA 01970

Parcel ID: 07-0081-839

36 CAVENDISH CIRCLE U168B  
SALEM, MA 01970

Parcel ID: 07-0081-840

34 CAVENDISH CIRCLE U168A  
SALEM, MA 01970

Parcel ID: 07-0081-841

44 CAVENDISH CIRCLE U167D  
SALEM, MA 01970

Parcel ID: 07-0081-842

42 CAVENDISH CIR U167C  
SALEM, MA 01970

Parcel ID: 07-0081-843

48 CAVENDISH CIRCLE U167B  
SALEM, MA 01970

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46 CAVENDISH CIR U167A  
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Parcel ID: 07-0081-845

40 CAVENDISH CIRCLE U 166D  
SALEM, MA 01970

Parcel ID: 07-0081-846

38 CAVENDISH CIRCLE U166C  
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Parcel ID: 07-0081-847

52 CAVENDISH CIRCLE U166B  
SALEM, MA 01970

Parcel ID: 07-0081-848

50 CAVENDISH CIRCLE U166A  
SALEM, MA 01970

Parcel ID: 07-0081-849

56 CAVENDISH CIRCLE U165D  
SALEM, MA 01970

Parcel ID: 07-0081-850

54 CAVENDISH CIRCLE U165C  
SALEM, MA 01970

Parcel ID: 07-0081-851

60 CAVENDISH CIRCLE U165B  
SALEM, MA 01970

Parcel ID: 07-0081-852

58 CAVENDISH CIRCLE U165A  
SALEM, MA 01970

Parcel ID: 07-0081-853

64 CAVENDISH CIRCLE U164D  
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Parcel ID: 07-0081-854

62 CAVENDISH CIRCLE U164C  
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Parcel ID: 07-0081-855

68 CAVENDISH CIRCLE U164B  
SALEM, MA 01970

Parcel ID: 07-0081-856

66 CAVENDISH CIRCLE U164A  
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70 CAVENDISH CIRCLE U163C  
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76 CAVENDISH CIRCLE U-163B  
SALEM, MA 01970

Parcel ID: 07-0081-860

74 CAVENDISH CIRCLE U163-A  
SALEM, MA 01970

Parcel ID: 07-0081-861

14 VALLEY ROAD  
NAHANT, MA 01908-1222

Parcel ID: 07-0081-862

4415 WARWICKE COURT  
CUMMINGS, GA 30041

Parcel ID: 07-0081-863

80 CAVENDISH CIR U162D  
SALEM, MA 01970

Parcel ID: 07-0081-864

78 CAVENDISH CIR U162C  
SALEM, MA 01970

Parcel ID: 07-0081-865

92 CAVENDISH CIR U161B  
SALEM, MA 01970

Parcel ID: 07-0081-866

90 CAVENDISH CIRCLE U161A  
SALEM, MA 01970

Parcel ID: 07-0081-867

88 CAVENDISH CIR U161D  
SALEM, MA 01970

Parcel ID: 07-0081-868

86 CAVENDISH CIR U161C  
SALEM, MA 01970

Parcel ID: 07-0081-869

12 ECLIPSE LANE U188D  
SALEM, MA 01970

Parcel ID: 07-0081-870

10 ECLIPSE LANE U188C  
SALEM, MA 01970

Parcel ID: 07-0081-871

61 CAVENDISH CIRCLE U188B  
SALEM, MA 01970

Parcel ID: 07-0081-872

63 CAVENDISH CIRCLE U188A  
SALEM, MA 01970

Parcel ID: 07-0081-873

57 CAVENDISH CIRCLE U187D  
SALEM, MA 01970

Parcel ID: 07-0081-874

59 CAVENDISH CIRCLE U187C  
SALEM, MA 01970

Parcel ID: 07-0081-875

53 CAVENDISH CIRCLE UNIT 187B  
SALEM, MA 01970

Parcel ID: 07-0081-876

55 CAVENDISH CIRCLE U187A  
SALEM, MA 01970

Parcel ID: 07-0081-877

49 CAVENDISH CIRCLE U186D  
SALEM, MA 01970

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51 CAVENDISH CIRCLE U186C  
SALEM, MA 01970

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45 CAVENDISH CIRCLE U186B  
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Parcel ID: 07-0081-880

47 CAVENDISH CIRCLE U186A  
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35 CAVENDISH CIRCLE U185A  
SALEM, MA 01970

Parcel ID: 07-0081-885

43 CAVENDISH CIRCLE U184C  
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Parcel ID: 07-0081-886

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41 CAVENDISH CIRCLE U184D  
SALEM, MA 01970

Parcel ID: 07-0081-889

31 CAVENDISH CIR U183C  
SALEM, MA 01970

Parcel ID: 07-0081-890

25 CAVENDISH CIRCLE U183B  
SALEM, MA 01970

Parcel ID: 07-0081-891

27 CAVENDISH CIR U183A  
SALEM, MA 01970

Parcel ID: 07-0081-892

29 CAVENDISH CIR U183D  
SALEM, MA 01970

Parcel ID: 07-0081-893

15 CAVENDISH CIR U181C  
SALEM, MA 01970

Parcel ID: 07-0081-894

4 ECLIPSE LANE U181B  
SALEM, MA 01970

Parcel ID: 07-0081-895

2 ECLIPSE LANE U181A  
SALEM, MA 01970

Parcel ID: 07-0081-896

13 CAVENDISH CIRCLE U181D  
SALEM, MA 01970

Parcel ID: 07-0081-897

19 CAVENDISH CIR U182C  
SALEM, MA 01970

Parcel ID: 07-0081-898

8 ECLIPSE LANE U182B  
SALEM, MA 01970

Parcel ID: 07-0081-899

15 SANDIE LANE  
MARBLEHEAD, MA 01945

Parcel ID: 07-0081-900

17 CAVENDISH CIR U182D  
SALEM, MA 01970

Parcel ID: 07-0081-901

5 ECLIPSE LANE U180D  
SALEM, MA 01970

Parcel ID: 07-0081-902

18 D'ORLANDO WAY  
DANVERS, MA 01923

Parcel ID: 07-0081-903

1 ECLIPSE LANE U180B  
SALEM, MA 01970

Parcel ID: 07-0081-904

3 ECLIPSE LANE U180A  
SALEM, MA 01970

Parcel ID: 07-0081-905

13 ECLIPSE LANE U179D  
SALEM, MA 01970

Parcel ID: 07-0081-906

15 ECLIPSE U179C  
SALEM, MA 01970

Parcel ID: 07-0081-907

9 ECLIPSE LANE U179B  
SALEM, MA 01970

Parcel ID: 07-0081-908

11 ECLIPSE LANE U179A  
SALEM, MA 01970

Parcel ID: 07-0081-909

23 ECLIPSE LANE U178C  
SALEM, MA 01970

Parcel ID: 07-0081-910

17 ECLIPSE LANE U178B  
SALEM, MA 01970

Parcel ID: 07-0081-911

19 ECLIPSE LANE U178A  
SALEM, MA 01970

Parcel ID: 07-0081-912

21 ECLIPSE STREET U178D  
SALEM, MA 01970

Parcel ID: 07-0082-0

51 CLARK STREET  
SALEM, MA 01970

Parcel ID: 07-0083-0

53 CLARK STREET  
SALEM, MA 01970



Prime Tree LLC

4 Technology Way, Salem, MA 01970

Prospective Marijuana Establishment under 935 CMR 500.000

Cannabis Control Commission Applications # MCN 283233 and MPN281993

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November 29, 2021

**Re: Prime Tree Community Outreach Meeting**

Dear Cannabis Control Commission:

On March 1, 2021, Prime Tree LLC, held a Community Outreach Event for its proposed Marijuana Establishment at 4 Technology Way, Salem, Massachusetts, via a virtual meeting on the application Zoom. At the start of the meeting, there were approximately 30 individuals present in the virtual meeting room. The group dwindled to approximately 15 by the end of the meeting.

Sincerely,

/s/Nicholas A. Gomes

Nicholas A. Gomes, Esquire

**PRIME TREE LLC PLAN TO POSITIVELY IMPACT AREAS OF  
DISPROPORTIONATE IMPACT**

1. General: Prime Tree LLC (“Prime Tree”), is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support the groups of people from these populations, Prime Tree has created this Plan to Positively Impact Areas of Disproportionate Impact (“Positive Impact Plan”). Prime Tree intends to be a major resource and advocate for the economic empowerment and community uplifting of all individuals and areas affected by the war on drugs through its Positive Impact Plan. Prime Tree is focusing its attention on the disproportionately impacted areas both across all of Massachusetts and closest to our facility including the Cities of Lynn, Revere, and Chelsea.

2. Compliance: Prime Tree shall adhere to all laws in fulfilling its positive impact plan, including, but not limited to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. This plan, and all actions taken by Prime Tree, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws. The progress or success of this plan will be demonstrated upon each license renewal period, commencing one year from provisional licensure.

3. Goals:

**I. Creating economic opportunity through employment opportunities for (1) individuals with the Commission-designated Economic Empowerment and/or Social Equity status, and (2) individuals from areas disproportionately impacted closest to our facility including Lynn, Revere, and Chelsea with a minimum of hiring at least two individuals meeting the criteria.**

**II. Hiring 30% of its employees who have a past drug conviction or a family member to a person with a past drug conviction by seeking employees in areas disproportionately impacted closest to our facility including Lynn, Revere, and Chelsea.**

4. Programs:

**I. Creating economic opportunity for the community.**

Prime Tree will create economic opportunity for the community directly through its hiring practices for employees and third-party vendors with a focus on hiring local residents and businesses from the areas indicated as disproportionately impacted with a preference for Lynn, Revere, and Chelsea. Prime Tree intends to post employment and vendor opportunities with ziprecruiter.com, indeed.com, and targeted newspapers once a year per town including the Lynn Journal, Revere Journal, and the Chelsea Record. Prime Tree seeks to hire at least one of its employees and one of its third-party vendors from areas indicated as disproportionately impacted with a preference for Lynn, Revere, and Chelsea. Prime Tree promotes full participation in the cannabis industry and intends to benefit the local community and economy of those areas disproportionately impacted and closest to our facility. Prime Tree will keep statistical data to ensure its efforts of hiring employees and third-party vendors in accordance to this Positive Impact Plan are met.

As a fellow Economic Empowerment company, Prime Tree intends to expand upon its economic impact directly through hiring-programs designed to assist the local economy and Commission-designated Economic Empowerment applicants and Social Equity Program participants. We intend to assist individuals in entering the adult-use cannabis industry by reducing access barriers with employment opportunities for those with such designation as a preference. Prime Tree seeks to hire at least one of its employees who is an individual designated as either Economic Empowerment or Social Equity.

Prime Tree will be providing our time, skills, and finances towards promoting our own workforce with individuals meeting the economic empowerment and social equity status as well as helping others from areas disproportionately impacted. In addition to our direct commitments of hiring at least one employee from the closest disproportionately impacted cities being Lynn, Revere, and Chelsea, and at least one employee who meets the Economic Empowerment and Social Equity designation, we intend to hire as many individuals meeting these criteria as reasonably possible. In the unlikely event Prime Tree is not able to find employees necessary to meet its Positive Impact Plan hiring commitments, then Prime Tree shall seek out and implement new strategies to increase its workforce to include individuals who meet the designations. Prime Tree will keep statistical data to ensure its efforts of hiring employees in accordance to this Positive Impact Plan are met.

## **II. Assisting individuals enter the cannabis industry who were impacted directly and indirectly with past drug convictions through employment.**

Prime Tree intends to assist individuals who have direct past drug convictions and their friends and families dealing with the collateral effects of those charges through employment opportunities in the cannabis industry. Prime Tree seeks to hire at least 30% of its employees who have a past drug conviction. Prime Tree will conduct quarterly workshops to find employees meeting this demographic at least once a year per City including Lynn, Revere, and Chelsea. Prime Tree intends to locate individuals from this demographic by targeted newspaper publications in the Lynn Journal, Revere Journal, and the Chelsea Record specifically stating the company is seeking to hire individuals who have past drug convictions. All individuals hired from this

demographic will be counted to determine if the company has met its 30% goal. Prime Tree will continue hosting workshops until its goal is met.

5. Reconciliation of Plan Success through Metrics:

Prime Tree will reconcile the success of its positive impact plan by performing quarterly reviews of company statistics, third-party publications, and personnel reports relative to all actions taken to reach the three goals. In an effort to fully understand the impact of Prime Tree's success, quality reporting from employees involved in effectuating the positive impact plan will be reviewed and recommendations implemented. The progress or success of its plan shall be documented upon renewal of its license each year, commencing upon one year from a provisional licensure. Prime Tree's measurement metrics seek to identify the:

1. the value of economic opportunity created for the communities including new employment and new businesses;
2. the number of individuals hired or trained from the areas of disproportionate impact;

Prime Tree will count all individuals hired from the target demographics to ensure the goals are met of at least 30% individuals hired have a past drug conviction, meet the social equity and economic empowerment certification, and 1 peer sponsored event in each city per year including Lynn, Revere, and Chelsea.



# Confirmation

[Home](#) [Certificate of Good Standing](#) [Confirmation](#)

[Contact Us](#) [Frequently Asked Questions](#) [Video Tutorials](#)

## Certificate of Good Standing - Confirmation

**Confirmation Code:** dffmm4  
**Confirmation Number:** 1-893-071-424  
**Submitted Date and Time:** 9/1/2020 12:02:05 PM

**Legal Name:** TRADESMAN EXCHANGE LLC

Your *Certificate of Good Standing* application has been submitted. Please print this page and save the confirmation number above for your records. A confirmation email will be sent shortly. The information you provided will be reviewed in a timely manner.

### Check Status of Your Submission

To check the status of your submission, click the **Find a submission** hyperlink under the *Quick Links* section on the MassTaxConnect logon screen. You will be asked to enter your email address and the confirmation code above to view your submission. If the submission is approved, the *Certificate of Good Standing* will be mailed to the address you provided and will be available to download through checking your submission.

### Contact Us

If you need further assistance, please contact the Department of Revenue at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089. Business hours are 8:30AM to 4:30PM Monday - Friday.

[OK](#)

[Print Confirmation](#)



**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:** 001478401

**1. The exact name of the limited liability company is:** PRIME TREE LLC

**2a. Location of its principal office:**

No. and Street: 4 TECHNOLOGY WAY

City or Town: SALEM State: MA Zip: 01970 Country: USA

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

No. and Street: 4 TECHNOLOGY WAY

City or Town: SALEM State: MA Zip: 01970 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:**

TO CARRY ON ANY BUSINESS PERMITTED UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 156C, INCLUDING, BUT NOT LIMITED TO MANUFACTURING OF GOODS.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: JEFFREY G PEPI

No. and Street: 170 ELM STREET

City or Town: NEW BEDFORD State: MA Zip: 02740 Country: USA

**I, JEFFREY G PEPI 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	JEFFREY G PEPI	170 ELM STREET NEW BEDFORD, MA 02740 USA
MANAGER	PATRICK MALOY	1512 E. BROWARD BLVD. FT. LAUDERDALE, FL 13301 USA

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

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

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	PATRICK MALOY	1512 E. BROWARD BLVD. FT. LAUDERDALE, FL 13301 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of January, 2021,  
JEFFREY G PEPI**

*(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:

January 04, 2021 07:15 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*



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

William Francis Galvin  
Secretary of the  
Commonwealth

January 21, 2021

TO WHOM IT MAY CONCERN:

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

**PRIME TREE LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 4, 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:  
**JEFFREY G PEPI, PATRICK MALOY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JEFFREY G PEPI, PATRICK MALOY**

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

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



THE LIMITED LIABILITY COMPANY MEMBERSHIP UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF SUCH MEMBERSHIP UNITS IS RESTRICTED AS STATED IN THIS OPERATING AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING MEMBERSHIP UNITS REPRESENTED BY THIS OPERATING AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP UNITS WITHOUT COMPLIANCE WITH THE PROVISIONS OF THE OPERATING AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

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**OPERATING AGREEMENT  
OF PRIME TREE, LLC  
A Multi-Member Massachusetts Limited Liability Company**

This Operating Agreement is made and adopted on January 4, 2021, by **Prime Tree, LLC**, a Massachusetts limited liability company (“*Company*”) and **Patrick Maloy (“Maloy”), Alan S. Feldman (“Feldman”), Jeffrey G. Pepi Jr. (“Pepi”), Nicholas A. Gomes (“Gomes”), and Devon Soloniewicz (“Soloniewicz”)** (collectively the “*Members*” or individually as a “*Member or Holder*”).

**RECITALS**

**WHEREAS**, the Company was formed as a limited liability company, for the purposes set forth in this Agreement, on January 4, 2021, when the Company’s Articles became effective in accordance with the Act;

**WHEREAS**, the Members executed and adopted the Operating Agreement for the Company as of January 4, 2021;

**WHEREAS**, the Company and Members wish to enter into this Agreement setting forth the terms and conditions governing the operation and management of the Company and the other matters set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I  
ORGANIZATION AND MEMBERSHIP**

**1.1. Formation.** The Company has been organized as a manager managed Massachusetts limited liability company by the filing of the Articles of Organization (the Articles) as required by the Massachusetts Limited Liability Company Act, Mass. Gen. Laws *Chapter 156C et seq.*, as amended from time to time (the Act). The Members are the only members of the Company.

**1.2. Name.** The name of the Company shall be as stated in the Articles, as amended. The Company may also conduct its Business under one or more assumed names.

**1.3. Purpose (or Purposes).** The Company has been formed for the purpose or purposes enumerated in the Articles and to engage in the Business. The Company shall have all the powers necessary or convenient to affect any purpose for which it is formed, including all powers granted by the Act.

**1.4. Duration.** The Company shall commence on the date of filing of the Articles with the Department of Licensing and Regulatory Affairs, Corporations, Securities, and Commercial Licensing Bureau, and shall continue in existence for the period fixed in the Articles or until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

**1.5. Registered Office and Resident Agent.** The Registered Office and the Resident Agent of the Company shall be as designated in the initial or amended Articles. The Registered Office and the Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent resigns, the Company shall promptly appoint a successor.

**1.6. Members.** The Members are the only members of the Company. There are not any other members and the Members are the only persons who has and holds Membership Interest in the Company, having rights in the Company, including but not limited to, the right to receive distributions.

**1.7. No Liability of Member for Actions, Debts, or Obligations.** Unless otherwise provided by law, the Members are not liable for the actions, debts, or obligations of the Company.

**1.8. Additional Members.**

(a) The Company may admit one or more other persons as Members of the Company on such terms as the Company and such additional persons may agree, but only if the Member and those persons being or becoming members of the Company first enter into a multiple-member operating agreement that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a partnership representative, and other matters that are commonly addressed in a multiple-member operating agreement.

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of this Agreement. Upon the amendment of the Members Schedule by the Managers and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of Membership Interests, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company. The Managers shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 1.8(a).

**1.9. No Personal Liability.** Except as otherwise provided for under the Act or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being or acting as a Member.

**1.10. Dissociation.** No Member shall have the ability to dissociate or withdraw as a Member under the Act, or otherwise, prior to the dissolution and winding up of the Company and any such dissociation or withdrawal or attempted dissociation or withdrawal 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 Membership Interests, such Person shall no longer be a Member.

**1.11. No Interest in Company Property.** No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

**1.12. Certification of Membership Interests.**

(a) The Managers may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Managers shall issue certificates representing Membership Interests in accordance with Section 1.12, then in addition to any other legend required by the Act, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, ENCUMBRANCE, HYPOTHECATION OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

**1.13. Meetings.**



(a) Meetings of the Members may be called by (i) the Managers or (ii) a Member or group of Members holding more than 51% of the Membership Interests.

(b) Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Managers or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Massachusetts, as the Managers or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can talk to and hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by the Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by the Act. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include other business to be conducted by the Members; provided, that the Members shall have been notified of the meeting in accordance with Section 1.13(b). 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 on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Membership Interests. No action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to the Act and any other provision of this Agreement requiring the vote, consent or approval of a different percentage of the Membership Interests, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding a majority of the Membership Interests.

## **ARTICLE II CAPITALIZATION**

### **2.1. Capital Contributions.**

(a) The cash and property identified on Schedule A hereto resulted from capital contributions made by the Members ("Capital Contributions") and no further capital contributions are being made as of the date hereof. For income tax purposes, the Members agree that pursuant to Revenue Ruling 99-5, each Member is deemed to contribute the cash or property to the capital

of the Company and has been allocated Units, as set forth opposite such Member's name on Schedule A hereto.

(b) **Additional Capital Contributions.** No Member shall be required to make any additional Capital Contributions to the Company. However, a Member may make an additional Capital Contribution (an “**Additional Capital Contribution**”) at any time with the Consent of the Members. To the extent that a Member makes such an approved Additional Capital Contribution to the Company, the Managers shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member, and the corresponding Pro Rata Share of the decrease in the Membership Interest of each non-contributing Member, that fairly and equitably reflects the value of the contributing Member's Additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

(c) **Cap on Capital Contributions and Additional Capital Contributions.** At no time shall the Members make Capital Contributions and/or Additional Capital Contributions totaling and aggregate amount in excess of Two Million Dollars and 00/100 (\$2,000,000.00) (“Cap on Total Capital Contributions”) without the express unanimous Consent of all Members. Any attempt by a Member to make Capital Contributions and/or Additional Capital Contributions in excess of the Cap on Total Capital Contributions shall be void and have no effect.

(d) **Anti-Dilution Protection for Feldman, Gomes, and Soloniewicz.** At no time shall Feldman's, Gomes', and Soloniewicz's Membership Interests or Units be subject to dilution or reduction for any reason. In the event additional Units are offered by the Company to new investors or members, or necessary for a reorganization, merger, or other corporate amalgamation, the Membership Interest/Units of Feldman, Gomes, and Soloniewicz reflected on Schedule A shall automatically be increased so each respective Member maintains his/her ownership interest without a dilutive effect.

(e) **Maloy Membership Interest Dilution.** As Manager, and a Member, Maloy, in his sole and absolute discretion, shall have all rights and privileges to assign, contribute, or transfer any of his Membership Interest in the Company to any investors or persons contributing capital to the Company or as Maloy deems necessary for the Company operations, funding, or capital needs. Maloy represents to the Members, and the Company, that he will use his commercially reasonable best efforts to raise the necessary capital or funding for the operations of the Company. Maloy estimates, and the Members agree, that the Company will require approximately \$1,200,000 to \$1,800,000 for buildout of the facility, and approximately an additional \$300,000 for operating expenses until the first harvest of product after final licensure. The Members agree the funds necessary to buildout the facility, and operations, can be raised by equity, loan, or combination thereof. However, at no time shall Maloy, or Prime Strategies, LLC have any personal liability whatsoever to the other Members, or the Company, in the event that the necessary capital or funding cannot, or is not, raised. For avoidance of doubt, Maloy agrees to exercise business judgment in performing those acts necessary to raise capital or funding for the Company. Maloy and Prime Strategies, LLC shall not be liable or obligated to the Members for any mistake of fact or judgment, or for the doing of any act, or the failure to do any act, which may cause or result in any loss or damage to the Company.

(f) **Pepi Membership Interest.**

- (i) Pepi hereby agrees and represents to the other Members, and the Company, that he will perform all necessary obligations and actions in furtherance of the Company applying for, and obtaining, provisional licensing, and final licensure of a recreational marijuana establishment under the Economic Empowerment Priority Review. In the event that Pepi fails to perform any required action directly or indirectly within his control, Maloy, as the other Manager, shall cause the Company to send Notice (“Pepi Default Notice”) to Pepi of his default of his obligations (“Pepi Default”). Pepi shall have seven (7) calendar day to cure the default from the date of the Pepi Default Notice or Pepi shall be in material breach of his obligations as a Member, Manager, and under this Agreement. As a result of such failure to perform his duties, and the resulting Pepi Default, Pepi agrees that in the event he fails to cure the Pepi Default within the time period allotted by the Pepi Default Notice will result Pepi’s Membership Interest being forfeited back to the Company and Pepi’s Membership Interest shall be reduced to 0%.
- (ii) The Company agrees that subject to Section 2.1(f)(i), Pepi shall always maintain and hold Membership Interest no less than 10% (“Pepi Floor”). At no time shall Pepi’s Membership Interest be subject to dilution or reduction below the Pepi Floor. In the event additional Units are offered by the Company to new investors or members, or necessary for a reorganization, merger, or other corporate amalgamation, the Membership Interest/Units of Pepi reflected on Schedule A shall automatically be increased so Pepi maintains its ownership interest without a dilutive effect equal to the Pepi Floor.

**2.2. Units.** The authorized number of Units with respect to all Holders is One Thousand (1,000).

**2.3. Capital Accounts.**

(a) A separate Capital Account shall be established and maintained for each Holder in accordance with Treas. Reg. §1.704-1(b) and this Agreement. Except as otherwise provided herein, a Holder’s Capital Account shall be equal to the cash and the fair market value of any property (net of any liabilities secured by such property that the Company is considered to assume or take subject to) initially contributed by such Holder to the capital of the Company pursuant to this Agreement, and shall be: (i) increased by (A) the amount of Profit allocable to such Holder and any income or gain specially allocated to such Holder, (B) any cash and the fair market value of any property (net of any liabilities secured by such property that the Company is considered to assume or take subject to) hereafter contributed (or deemed contributed) to the capital of the Company by such Holder, and (C) in the case of property distributed in kind, the amount of gain, if any, which would have been allocated to such Holder if the property had been sold by the Company for its fair market value on the date of distribution; and (ii) decreased by (A) the amount of Loss allocable to such Holder and any losses or deductions specially allocated to such Holder, (B) the amount of cash and the fair market value of any property (net of any liabilities secured by such property that such Holder is considered to assume or take subject to) distributed to such Holder, and (C) in the case of property distributed in kind, the amount of Loss, if any, that would have been allocated to such Holder if the property had been sold by the Company for its fair market

value on the date of distribution. Except as otherwise provided herein, no addition to a Holder's Capital Account shall be made in respect of services rendered to the Company (other than any allocation of Profit, Loss or other item under this Agreement arising after the receipt of the Holder's Interest).

(b) In the event of a Transfer by a Holder of all or a part of such Holder's Interest in accordance with this Agreement, an appropriate portion of the Holder's Capital Account and Units shall be assigned to such Transferee (as well as the allocation and distribution history with respect to such Interest), each as determined in good faith by the Board.

(c) The provisions of this Agreement are intended to comply with Treas. Reg. §§1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such regulations. Subject to the terms and conditions of this Agreement, the Board may amend this Agreement (including, without limitation, to modify the manner in which Capital Accounts are maintained) in order to comply with such regulations (as they are currently in effect or may subsequently be amended).

#### **2.4. Other Matters Relating to Capital.**

(a) No Holder shall be entitled to withdraw or demand any part of such Holder's contribution to the capital of the Company.

(b) No Holder shall be liable for the return of any other Holder's capital contribution to the Company. Any return of capital shall be made solely from the assets of the Company available therefor.

(c) No interest shall accrue for the benefit of, or be paid to, any Holder on such Holder's contributions to the capital of the Company.

(d) An Interest constitutes personal property. A Holder has no right to, interest in, or claim against any specific property of the Company by reason of the Holder's Interest.

**2.5. Treatment of Loans From Members.** As determined by and upon written notice from the Managers (in the Managers' discretion) to the Company and the Members, loans by any Member to the Company may be converted into Capital Contributions by such lending Member and may affect the maintenance of such Member's Capital Account.

**2.6. No Withdrawals From Capital Accounts.** No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member, including the Managers, shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

**2.7. Negative Capital Accounts.** In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any

Capital Contributions to the Company by reason thereof, except as may be required by the Act or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

### **ARTICLE III**

#### **DISTRIBUTIONS, ALLOCATIONS AND OTHER PAYMENTS**

##### **3.1. Distributions.**

(a) Subject to Section 3.1(c), one (1) time per Fiscal Quarter, on such date as is determined by the Board, the Company shall make a distribution of Available Cash to the Holders in an amount no less than fifty percent (50%) of the Available Cash as of such date of distribution.

(b) All distributions of Available Cash shall be made to all Holders, pro rata in accordance with their Percentages.

(c) A Holder may not receive a distribution from the Company to the extent that, after giving effect to the distribution, the Company's liabilities (other than liabilities owed to the Holders on account of their Interests and liabilities for which the recourse of creditors is limited to specified property of the Company) exceed the fair market value of the Company assets (except that an asset that is subject to a liability for which the recourse of the creditors is limited to such asset shall be included only to the extent the fair market value of such asset exceeds the liability).

##### **3.2. Tax Distributions, Withholding Taxes and Estimated Taxes.**

(a) In the event that any Holder has not received aggregate distributions as of the end of any Fiscal Quarter in an amount equal to the product of (i) the amount of book income allocable to the Holder through the end of such Fiscal Quarter as determined by an estimate made by the Board, and (ii) a tax rate to be determined at the time of such distribution by the Board (the "Tax Distribution Amount"), then no later than thirty (30) days after the close of each Fiscal Quarter, if the Board determines there is Available Cash to make such distributions, the Board shall cause the Company to make additional pro rata distributions to each Holder in an amount sufficient to make aggregate distributions to each Holder through the end of such Fiscal Quarter equal to the Tax Distribution Amount.

(b) Any tax or other amount withheld pursuant to any applicable law from a distribution to a Holder or former Holder shall be treated as distributed to the Holder or former Holder under Section 3.1 hereof (as the case may be, when and as such taxes or other amounts are required to be withheld).

(c) If any tax or other amount required to be withheld from a distribution to a Holder or former Holder exceeds the amount of the distribution to the Holder or former Holder or if the Company is required to deposit or otherwise pay any tax (estimated or otherwise) or other amount with respect to or on behalf of a Holder or former Holder, any such excess, deposit or other payment shall be treated as a loan from the Company to such Holder or former Holder. Any loan arising under the preceding sentence shall be payable on demand and shall bear interest from the

date on which any amount is required to be withheld, deposited or otherwise paid. The interest rate on any such loan shall be LIBOR plus two (2) percentage points, as adjusted at one (1) year intervals thereafter. In addition to any other remedies the Company may have, the Company may withhold distributions that would otherwise be payable to such Holder or former Holder and apply such amounts toward repayment of any loan arising under this Section 3.2.

(d) Any distributions made pursuant to this Section 3.2 shall not be treated for purposes of this Agreement as advances on distributions pursuant to Section 3.1.

### **3.3. Tax Allocations.**

(a) The income, gains, losses, deductions and expenses of the Company shall be allocated, for federal, state and local income tax purposes, among the Holders in accordance with the allocation of such income, gains, losses, deductions and expenses among the Holders for computing their Capital Accounts, except that if any such allocation is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses, deductions and expenses shall be allocated among the Holders for tax purposes to the extent permitted by the Code and other applicable law so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) In accordance with Code Section 704(c), income, gain, loss, deduction and expense with respect to any property contributed to the capital shall, solely for tax purposes, be allocated among the Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value at the time of contribution. If the Book Value of any Company asset is adjusted pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(f) as provided in the definition of Book Value, subsequent allocations of items of taxable income, gain, loss, deduction and expense with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c). Notwithstanding the foregoing, in the case of any asset that is subject to an allowance for depreciation under Section 168 of the Code or amortization under Section 197 of the Code, the Members intend that FM receive any amortization deductions that are attributable to its purchased tax basis in such asset. To achieve such allocation, the Company may use: (i) curative allocations as provided by Section 1.704-3(c) of the Treasury Regulations; (ii) remedial allocations as provided by Section 1.704-3(d) of the Treasury Regulations; or (iii) the undivided interests method as in effect pursuant to Section 704(c)(3) of Code prior to March 31, 1984 to the extent such method is considered a reasonable method under Section 1.704-3(a)(1) of the Treasury Regulations. FM shall consult with the tax return preparer to determine the method to be used.

(c) Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intent of this Agreement. Allocations pursuant to this Section 3.5 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Holder's Capital Account, any allocation of profit or loss or other item, or any distribution.

**3.4. Allocation of Nonrecourse Liabilities.** A Holder's share of the Nonrecourse Liabilities of the Company shall be allocated in accordance with Treas. Reg. §1.752-3(a), except

that excess Nonrecourse Liabilities shall be allocated among the Holders in accordance with the manner in which the Board reasonably expects that the Nonrecourse Deductions allocable to such liabilities will be allocated.

**3.5. Varying Interests.** Upon the effective date (the “Effective Date”) of the issue or Transfer of an Interest, the books of the Company shall be closed in accordance with Code Section 706(d), and consistent therewith: (a) items of income, deduction, gain, loss and/or credit of the Company that are recognized prior to the Effective Date shall be allocated among those persons or entities who were Holders in the Company prior to the Effective Date; and (b) items of income, deduction, gain, loss and/or credit of the Company that are recognized after the Effective Date shall be allocated among the persons or entities who were Holders after the Effective Date.

## **ARTICLE IV MANAGEMENT OF THE COMPANY**

**4.1. Management.** Except as otherwise provided in the Act, the business and affairs of the Company shall be managed by or under the authority of the managers appointed in writing by the Members (the “*Managers*”). The initial Managers shall be Pepi and Maloy.

**4.2. Unlimited and Unconditional Power and Authority of Managers.** Any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Managers without limitation. The Managers have the sole power and authority, on behalf of the Company, to do all things necessary or convenient to carry out the Company’s Business and affairs, including without limitation, the sole power and authority to (a) purchase, lease, or otherwise acquire any real or personal property from any source whatsoever, including the Member; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any contract or agreement of any nature whatsoever; (f) execute any and all contracts, agreements, documents, and instruments of any nature whatsoever; (g) engage employees and agents and establish their respective duties and compensation; (h) obtain insurance covering the business and affairs of the Company and its property; (i) begin, prosecute, or defend any proceeding brought by or against the Company; and (j) participate with others in partnerships, joint ventures, and other associations and strategic alliances. Again, any and all decisions and actions concerning the business and affairs of the Company shall be made solely by the Managers except as otherwise provided in the Act.

**4.3.** In the event Pepi and Maloy fail to agree unanimously on any of the things necessary to carry out the Company’s Business expressed in Section 4.2, the Managers shall present the issue in writing to all Members and each Member shall have one vote per Member on the issue or matter in contest. The Member votes shall not be weighted and a simple majority will prevail on the issue or matter presented. Based upon the result of the vote, the Managers shall implement the decision of the vote immediately.

**4.4. Third-Party Reliance.** Any person (including any financial institution or contracting party) who may deal with the Company or the Managers on behalf of the Company shall be entitled, without liability and without any further inquiry or investigation whatsoever, to

rely on the sole, exclusive, and unilateral power and authority of the Managers to make any and all decisions and to take any and all actions with respect to the Company, and the decisions and actions of the Managers shall be binding on and enforceable against the Company without exception.

## **ARTICLE V PRE-EMPTIVE RIGHTS**

### **5.1. Pre-Emptive Rights.**

(a) **Issuance of Additional Equity Securities.** The Company hereby grants each Member the right to purchase its Pro Rata Share of any new Equity Securities (other than any Excluded Securities) (the “**New Securities**”) that the Company may from time to time propose to issue or sell to any party.

(b) **Additional Issuance Notices.** The Company shall give written notice (an “**Issuance Notice**”) of any proposed issuance or sale described in Section 5.1(a) to the Members within five (5) Business Days following approval of any such issuance or sale by the Members in accordance with Section 5.1(b). The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase New Securities (a “**Prospective Purchaser**”) and shall set forth the material terms and conditions of the proposed issuance, including:

- (i) the number and description of the New Securities proposed to be issued and the Membership Interest in the Company such issuance would represent;
- (ii) the proposed issuance date, which shall be at least thirty (30) Business Days from the date of the Issuance Notice;
- (iii) the proposed purchase price per unit of the New Securities; and
- (iv) if the consideration to be paid by the Prospective Purchaser includes non-cash consideration, the Managers’ good-faith determination of the Fair Market Value thereof.

The Issuance Notice shall also be accompanied by a current copy of the Members Schedule indicating the Members' Membership Interests in a manner that enables each Member to calculate its Pro Rata Share of any New Securities.

(c) **Exercise of Pre-Emptive Rights.** Each Member shall for a period of thirty (30) Business Days following the receipt of an Issuance Notice (the “**Exercise Period**”) have the right to elect irrevocably to purchase its Pro Rata Share of the New Securities at the purchase price determined in accordance with the Issuance Notice by delivering a written notice to the Company (an “**Acceptance Notice**”). The delivery of an Acceptance Notice by a Member shall be a binding and irrevocable offer by such Member to purchase the New Securities described therein. The failure of a Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of its rights under this 5.1 with respect to the purchase of such New Securities, but shall not affect its rights with respect to any future issuances or sales of New Securities.



(d) **Over-Allotment.** No later than five (5) Business Days following the expiration of the Exercise Period, the Company shall notify each Member in writing of the number of New Securities that each Member has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the “**Over-allotment Notice**”). Each Member exercising its right to purchase its Pro Rata Share of the New Securities in full (an “**Exercising Member**”) shall have a right of over-allotment such that if any other Member fails to exercise its rights under this Section 5.1 to purchase its Pro Rata Share of the New Securities (each, a “**Non-Exercising Member**”), such Exercising Member may purchase its Pro Rata Share of such Non-Exercising Member's allotment by giving written notice to the Company within five (5) Business Days of receipt of the Over-allotment Notice (the “**Over-allotment Exercise Period**”).

(e) **Sales to the Prospective Purchaser.** Following the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period, the Company shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to which Members declined to exercise the pre-emptive right set forth in this Section 5.1 on terms no less favorable to the Company than those set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the Company to the Prospective Purchaser must be reduced by the amount of New Securities that Exercising Members exercised their right to purchase pursuant to this Section 5.1); *provided*, that (i) such issuance or sale is closed within twenty (20) days after the expiration of the Over-allotment Exercise Period subject to the extension of such twenty (20) day period for a reasonable time not to exceed forty (40) days to the extent reasonably necessary to obtain any third-party approvals; and (ii) for the avoidance of doubt, the price at which the New Securities are sold to the Prospective Purchaser is at least equal to or higher than the purchase price described in the respective Issuance Notice. In the event the Company has not sold such New Securities within such time period, the Company shall not thereafter issue or sell any New Securities without first again offering such securities to the Members in accordance with the procedures set forth in this Section 5.1.

(f) **Closing of the Issuance.** The closing of any purchase by any Exercising Member shall, if applicable, be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice or, if all of the New Securities are being issued to Exercising Members, as soon as is commercially reasonable following the expiration of the Over-allotment Exercise Period. Upon the issuance or sale of any New Securities in accordance with this Section 5.1, the Company shall deliver the New Securities free and clear of any Liens (other than those arising hereunder, those that may arise under the Securities Act and other Applicable Laws and those attributable to the actions of the purchasers thereof), and the Company shall so represent and warrant to the purchasers thereof, and further represent and warrant to such purchasers that such New Securities shall be, upon issuance thereof to the Exercising Members and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. The Company, in the discretion of the Managers, may deliver to each Exercising Member certificates evidencing the New Securities. Each Exercising Member shall deliver to the Company the purchase price for the New Securities purchased by it by certified or bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale, including, without limitation, entering into such additional agreements as may be necessary or appropriate.

## ARTICLE VI

## **TRANSFER**

### **6.1. General Restrictions on Transfer.**

(a) Except as permitted pursuant to Section 6.2 or in accordance with the procedures set forth in Section 6.3, no Member shall Transfer all or any portion of its Membership Interest in the Company. No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with 1.8(b) hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 6.2), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

- (i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;
- (ii) if such Transfer or issuance would cause the Company to be considered a “publicly traded partnership” under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);
- (iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Applicable Law;
- (iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;
- (v) if such Transfer or issuance would cause a termination of the Company for federal income tax purposes;
- (vi) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or
- (vii) if such Transfer or issuance would cause the assets of the Company to be deemed “Plan Assets” as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any “prohibited transaction” thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term “Membership Interest,” unless otherwise explicitly agreed to by the parties to such Transfer.

**6.2. Permitted Transfers.** The provisions of Section 6.1 and Section 6.3 shall not apply to any Permitted Transfer by any Member of all or any portion of its Membership Interest to any of the following Permitted Transferee(s):

(a) Any Affiliate of such Member; or

(b) (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 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) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees or beneficiaries.

**6.3. Right of First Refusal.**

(a) **Right of First Refusal.** At any time, and subject to the terms and conditions specified in this Section 6.3, each Maloy and Feldman shall have a right of first refusal if any other Member (the “**Offering Member**”) receives a bona fide offer from an Independent Third Party that the Offering Member desires to accept to purchase all or any portion of the Equity Securities owned by the Offering Member (the “**Offered Securities**”). Each time the Offering Member receives an offer for any of its Equity Securities, the Offering Member shall first make an offering of the Offered Securities to Maloy and Feldman in accordance with the following provisions of this 6.3 prior to the Transfer of such Offered Securities to the Independent Third Party.

(b) **Offer Notice.**

(i) The Offering Member shall, within five (5) Business Days of receipt of the offer from the Independent Third Party, give written notice (the “**Offering Member Notice**”) to the Company and to Maloy and Feldman stating that it has received a bona fide offer from an Independent Third Party and specifying: (a) the number of Offered Securities to be sold by the Offering Member; (b) the name of the Person who has offered to purchase such Offered Securities; (c) the purchase price and the other material terms and conditions of the Transfer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and (d) the proposed date, time and location of the closing of the Transfer, which shall not be less than ninety (90) Business Days from the date of the Offering Member Notice (“**ROFR Offer Notice Period**”).

- (ii) The Offering Member Notice shall constitute the Offering Member's offer to Transfer the Offered Securities to Maloy and Feldman, which offer shall be irrevocable until the end of the ROFR Offer Notice Period.
- (iii) By delivering the Offering Member Notice, the Offering Member represents and warrants to the Company and Maloy and Feldman that: (a) the Offering Member has full right, title and interest in and to the Offered Securities; (b) the Offering Member has all the necessary power and authority and has taken all necessary action to sell such Offered Securities as contemplated by this Section 6.3; and (c) the Offered Securities are free and clear of any and all Liens (other than those arising hereunder, those that may arise under the Securities Act and other applicable federal or state securities or blue sky laws, and those attributable to actions of the purchasers thereof).

(c) **Exercise of the ROFR.**

- (i) Upon receipt of the Offering Member Notice, Maloy and Feldman shall have thirty (30) Business Days (the **Maloy and Feldman Offer Notice Period**) to elect to purchase all (but not less than all) of the Offered Securities by delivering a written notice (a **"Maloy and Feldman Offer Notice"**) to the Offering Member and the Company stating that it offers to purchase such Offered Securities on the terms specified in the Offering Member Notice, except the Purchasing Member shall have the right, at the Purchasing member's sole discretion, to pay the purchase price listed in the Offering Member Notice in equal installment payments to the Offering Member for 18 months from the closing on the Transfer of the Offered Securities. The Purchasing Member shall make equal installment payment to the Offering Member for 18 months from the closing and any Maloy and Feldman ROFR Offer Notice shall be binding upon delivery and irrevocable by Offering Member. If more than one applicable Member under this Section 6.3 delivers a ROFR Offer Notice, each such Member (the **"Purchasing Member"**) shall be allocated its Pro Rata Share of the Offered Securities.
- (ii) Maloy and Feldman have first priority right to jointly and equally exercise and deliver the Maloy and Feldman ROFR Offer Notice during the ROFR Offer Notice Period. In the event that Maloy and Feldman do not jointly exercise and deliver a ROFR Offer Notice during the ROFR Offer Notice Period, then within five (5) Business Days after the expiration of the Maloy and Feldman ROFR Offer Notice Period (the **"Final Maloy and Feldman ROFR Offer Notice Period"**) the non-exercising member (between Maloy and Feldman) shall have the next priority to elect to purchase all the Offered Securities by delivering written notice to the Offering Member and the Company stating that it offers to purchase such Offered Securities on the terms specified in the Offering Member Notice. Any notice delivered under this Section 6.3(c)(ii) shall be binding upon delivery and irrevocable. In the event neither Maloy and Feldman elect to purchase the Offered Securities, Maloy and Feldman shall be deemed to have waived all such rights to purchase the Offered Securities under this Section 6.3.

- (iii) Upon such waiver the other Members shall each have an option to exercise and deliver a ROFR Offer Notice within thirty (30) Business Days after the expiration of the Final Maloy and Feldman ROFR Offer Notice Period (“Other Members Offer Notice Period”). The other Members must elect to purchase all (but not less than all) of the Offered Securities by delivering a written notice to the Offering Member and Company stating that it offers to purchase the Offering Member on the terms specified in the Offering Member Notice. The purchase of the Offered Securities by the shall be allocated at their Pro Rata Share of the Offered Securities. Any notice delivered under this Section 6.3(c)(ii) shall be binding upon delivery and irrevocable. In the event the other members fail to exercise and deliver a ROFR Offer Notice as provided herein, Section 6.3(d) shall apply.
- (iv) If no Member elects to purchase the Offered Securities pursuant to this Section 6.3, the Offering Member shall thereafter be free to sell the Offered Securities to the Independent Third Party named in the Offering Member Notice without any further obligation to the other Members pursuant to this Section 6.3.

(d) **Consummation of Sale.** If no Member delivers a ROFR Offer Notice in accordance with Section 6.3(c), then the Offering Member may, during the thirty (30) day period immediately following the expiration of the ROFR Offer Notice Period which period may be extended for a reasonable time not to exceed ninety (90) days to the extent reasonably necessary to obtain any required approvals or consents from any Person (the “**Waived ROFR Transfer Period**”), Transfer all of the Offered Securities to the Independent Third Party on terms and conditions no more favorable to the Independent Third Party than those set forth in the Offering Member Notice. If the Offering Member does not Transfer the Offered Securities within such period or, if such Transfer is not consummated within the Waived ROFR Transfer Period, the rights provided hereunder shall be deemed revived and the Offered Securities shall not be Transferred to the Independent Third Party unless the Offering Member sends a new Offering Member Notice in accordance with, and that otherwise complies with, this Section 6.3.

(e) **Cooperation.** Each Member shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 6.3 including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(f) **Closing.** At the closing of any sale and purchase to any Purchasing Member pursuant to this Section 6.3, the Offering Member shall deliver to the Purchasing Member(s) certificates (if any exist in accordance with 1.12) representing the Offered Securities to be sold, accompanied by evidence of transfer and all necessary transfer taxes paid and stamps affixed, if necessary, against receipt of the purchase price therefore from such Purchasing Member(s) by certified or official bank check or by wire transfer of immediately available funds.

**6.4. Drag-Along Rights.** Upon the approval of the Managers, the Company may require all, but not less than all, of the Members (the “Remaining Members”) in one transaction or a series of transactions, to agree to and to sell all of the Interests owned by the Remaining Members to a third party at fair market value and based upon a bona fide offer at the time of such proposed sale.

For purpose of this Section 6.4, and Section 6.5 below, an offer to sell the subject Interests shall be no less than 5x the previous year's EBIDTA in order to be considered a bona fide offer at fair market value. All Members and the Company shall take all necessary and desirable actions in connection with the consummation of any such sale of Interests, including the execution of such agreements and such instruments and other actions reasonably necessary (i) to provide the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating thereto, (ii) to effect the allocation and distribution of the aggregate consideration as required under this Agreement and (iii) to pay fees and expenses incurred in connection with the sale of Interests; provided that no Member shall be required to incur indemnification obligations in connection with such sale of Interests other than (x) pro rata obligations (several but not joint) with respect to representations, warranties and agreements of or regarding the Company (which in no event shall exceed the sales proceeds received by such Member) or (y) obligations in connection with representations, warranties and indemnification in respect of title of such Member to its Units and other matters related to the legality of such transfer by such Member.

## **6.5     Tag-Along Rights.**

6.5.1 In addition to the other requirements hereunder, if a Member (the "Transferring Member") desires to transfer any or all of its Interest to a third-party, the Transferring Member shall deliver a written notice to the other Members (a "Non-Transferring Member") indicating the amount and type (as applicable) of its Interest proposed to be Transferred and the terms (including the form and amount of consideration to be paid) and conditions of such proposed Transfer (the "Tag-Along Notice"). The Non-Transferring Member shall have the right to elect to participate in the proposed Transfer by delivering written notice of such election to the Transferring Member within thirty (30) days of its receipt of the Tag-Along Notice (the "Tag-Along Option Period"). The Non-Transferring Member shall be entitled, but is not required, to sell to the prospective third-party an amount of its Interest up to the product of (i) the amount of the Non-Transferring Member's Interest and (ii) the percentage determined by dividing (x) the amount of the Transferring Member's Interest proposed to be Transferred divided by (y) the aggregate amount of the Transferring Member's Interest, on substantially the same terms and conditions as the Transferring Member.

6.5.2 The Transferring Member shall not sell any of its Interest to a third-party unless and until, simultaneously with such sale, the third-party purchases such Interests of the Members electing to Tag Along in accordance with the terms of this Section 6.5.

## **ARTICLE VII ADMINISTRATIVE PROVISIONS**

**7.1. Books and Records.** The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act. The Company's books and records shall be kept at the Company's Registered Office.

**7.2. Inspection Rights.** Upon reasonable written notice from a Member, the Company shall afford each Member and its Representatives reasonable access during regular business hours to: (i) the Company's properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members (including the Managers), and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) any Officers, senior employees and public accountants of the Company, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with such Officers, senior employees, and public accountants (and the Company hereby authorizes said accountants and other Persons to discuss with such Member and its Representatives such affairs, finances and accounts); in each case, to the extent such information is for a purpose reasonably related to the Member's interest as a Member and such purpose is described with reasonable particularity in the notice.

**7.3. Income Tax Status.** It is the intent of this Company and the Members that this Company shall be treated as a partnership for U.S., federal, state, and local income tax purposes. Neither of the Company, the Managers, nor any Member shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.7701-3.

**7.4. Partnership Representative.**

(a) The Members hereby appoint the Managers as the “partnership representative” (the “**Partnership Representative**”), as provided in Code Section 6223(a) (as amended by the Bipartisan Budget Act of 2015 (“**BBA**”)). The Partnership Representative may resign at any time. Upon any such resignation, the holders of a majority of the Membership Interests of the Company shall appoint a new Partnership Representative.

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

(c) **BBA Elections.** The Company will not elect into the partnership audit procedures enacted under Section 1101 of the BBA (the “**BBA Procedures**”) for any tax year beginning before January 1, 2018, and, to the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, within forty-five

(45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

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

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

**7.5. Tax Returns.** At the expense of the Company, the Managers shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Managers or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

**7.6. Fiscal Year.** The Company's fiscal year shall be the calendar year.

## **ARTICLE VIII INDEMNIFICATION; EXCULPATION OF LIABILITY**

### **8.1. Covered Persons.**

(b) **Covered Persons.** As used herein, the term "**Covered Person**" shall mean (i) each Member, including the Managers; (ii) each officer, director, shareholder, partner, member, manager, Affiliate, employee, agent, or Representative of each Member, and each of their respective Affiliates; and (iii) each Managers, Officer, employee, agent, or Representative of the Company.

(c) **Indemnification.** To the fullest extent permitted under the Act (after waiving all restrictions on indemnification other than those which cannot be eliminated pursuant to the Act), as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Act permitted the Company to provide prior to such amendment, substitution or



replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "losses") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, the Managers or any of their respective direct or indirect Subsidiaries in connection with the business of the Company; or

(ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, partner, Affiliate, manager, director, officer, employee, agent or Representative of the Company, any Member, the Managers or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee, agent or Representative of any Person including the Company;

*provided*, that such Loss did not arise from (w) the Covered Person's conduct involving bad faith, willful or intentional misconduct or a knowing violation of law, (x) a transaction from which such Covered Person derived an improper personal benefit, (y) a circumstance under which the liability provisions for improper distributions under the Act are applicable, or (z) a breach of such Covered Person's duties or obligations under the Act (taking into account any restriction, expansion or elimination of such duties and obligations provided for in this Agreement).

(d) **Control of Defense.** Upon a Covered Person's discovery of any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.1, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit or proceeding, *provided* that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 8.1, unless the Company shall have been materially prejudiced thereby. Subject to the approval of the holders of a majority of the Membership Interests held by the disinterested Members, the Company shall be entitled to participate in or assume the defense of any such claim, lawsuit or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim, lawsuit or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend or defending any such claim, lawsuit or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit or proceeding without the consent of the holders of a majority of the Membership Interests held by the disinterested Members (which consent shall not be unreasonably withheld, conditioned or delayed).

(e) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 8.1 *provided*, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 8.1, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(f) **Entitlement to Indemnity.** The indemnification provided by this Section 8.1 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 8.1 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 8.1 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(g) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance (i) to cover Losses covered by the indemnification provisions contained in this Article VIII and (ii) to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties whether or not covered by the foregoing indemnifications, in each case, in such amount and with such deductibles as the Managers may reasonably determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(h) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 8.1 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(i) **Savings Clause.** If this Section 8.1 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 8.1 to the fullest extent permitted by any applicable portion of this Section 8.1 that shall not have been invalidated and to the fullest extent permitted by the Act.

(j) **Amendment.** The provisions of this Section 6.1 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 8.1 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this

Section 8.1 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

**8.2. Survival.** The provisions of this Article VIII shall survive the dissolution, liquidation, winding up and termination of the Company.

**8.3. Limitation of Liability of Members.** Except as otherwise provided in the Act, no Member of the Company shall be obligated personally for any debt, obligation or liability of the Company or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Member shall have any fiduciary or other duty to another Member with respect to the business and affairs of the Company, and no Member shall be liable to the Company or any other Member for acting in good faith reliance upon the provisions of this Agreement. No Member shall have any responsibility to restore any negative balance in its Capital Account or to contribute to or in respect of the liabilities or obligations of the Company or return distributions made by the Company except as required by the Act or other applicable law; provided, however, that Members are responsible for their failure to make required capital contributions under this Agreement. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members, Managers, or officers responsible for any liability of the Company.

## **ARTICLE IX DISSOLUTION AND WINDING UP**

**9.1. Events of Dissolution.** The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) An election to dissolve the Company made by the holders of a majority of the Membership Interests;

(b) At the election of the non-defaulting Member(s), in its/his sole discretion, if a Member breaches any material covenant, duty or obligation under this Agreement, which breach remains uncured for fifteen (15) days after written notice of such breach was received by the defaulting Member;

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

(d) The entry of a decree of judicial dissolution under the Act.

**9.2. Effectiveness of Dissolution.** Dissolution of the Company shall be effective on the day on which the event described in Section 9.1 occurs. Upon the occurrence of an event described in Section 9.1, the Liquidator (as defined below) shall file articles of dissolution with the Secretary of the Commonwealth, Corporations Division for the State of Massachusetts under the Act, but the Company shall not terminate until the winding up of the Company has been completed, the

assets of the Company have been distributed as provided in Section 9.3, and the Articles of Organization shall have been cancelled as provided in Section 9.4.

**9.3. Liquidation.** If the Company is dissolved pursuant to Section 9.1, the Company shall be liquidated and its business and affairs wound up in accordance with the Act and the following provisions:

(a) **Liquidator.** The Managers shall act as liquidator to wind up the Company (the “Liquidator”), unless the Company is being dissolved pursuant to 9.1(b) based on the breach of the Managers, in which case the Liquidator shall be a Person selected by the unanimous consent of the non-defaulting Member(s), in their sole discretion. The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) **Accounting.** As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of the Act:

(i) *First*, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) *Second*, to the establishment of and additions to reserves that are determined by the Liquidator to be reasonably necessary for any contingent or unknown liabilities or obligations of the Company; and

(iii) *Third*, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(d) **Discretion of Liquidator.** Notwithstanding the provisions of Section 9.3(c) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 9.3(c), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon a majority of the outstanding Membership Interests, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 9.3(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator

deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

**9.4. Statement of Termination; Cancellation of Foreign Qualifications.** Upon completion of the distribution of the assets of the Company as provided in Section 9.3 hereof, the Company shall be terminated and the Liquidator shall file a statement of termination with the Secretary of the Commonwealth, Corporations Division for the State of Massachusetts under the Act and shall cause the cancellation of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

**9.5. Survival of Rights, Duties, and Obligations.** Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to 8.1.

**9.6. Recourse for Claims.** Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against the Liquidator or any other Member.

## **ARTICLE X MISCELLANEOUS**

**10.1. Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**10.2. Further Assurances.** In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances, and assurances, and to take such further actions, as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

**10.3. Confidentiality.**

(a) Each Member acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other

information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, “**Confidential Information**”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) (at any time), including, without limitation, use for personal, commercial or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Nothing contained in Section 10.3(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to any other Member, the Managers or the Company; (vi) to such Member’s representatives who, in the reasonable judgment of such Member, need to know such Confidential Information, which such representative shall include a Member’s attorney, and accountant; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such potential Permitted Transferee agrees in writing to be bound by the provisions of this Section 10.3 as if a Member before receiving such Confidential Information; *provided*, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and the other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and the other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 10.3(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Members, or any of their respective Representatives, *provided*, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 10.3 shall survive (i) the termination, dissolution, liquidation and winding up of the Company, (ii) the dissociation of such Member from the Company, and (iii) such Member's Transfer of its Membership Interests.

**10.4. Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.4):

For all Member Notices see Schedule A.

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

**10.6. Severability.** If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under the Act or other applicable law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**10.7. Entire Agreement.** This Agreement, together with the Articles of Organization and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, records, representations and warranties, both written and oral, whether express or implied, with respect to such subject matter.

**10.8. Successors and Assigns; Assignment.** Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. This Agreement may not be assigned by any Member except as permitted in this Agreement (or as otherwise consented to in a prior writing by all of the other Members), and any such assignment in violation of this Agreement shall be null and void.

**10.9. No Third-Party Beneficiaries.** Except as provided in Article VIII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns), and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**10.10. Amendment.** Except as otherwise provided by this Agreement, no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Members holding all of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made by the Managers without the consent of or execution by the Members.

**10.11. Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 8.11 shall diminish any of the explicit and implicit waivers described in this Agreement.

**Section 1.02 Intellectual Property.** Notwithstanding anything to the contrary contained herein or in any other writing, each Member agrees that the Company reserves the exclusive right to apply for, secure and maintain, at its own option, registration of any and all trademarks, copyrights, patents and/or all other intellectual property (including all licensing and sublicensing matters) relating to the Company's name, its business, affairs, as well as any and all ideas and/or goods and/or services related to same. Each Member shall, at the Company's request, use each Member's efforts to assist the Company in securing and maintaining all of same, including executing any and all necessary documents (including intellectual property assignment documents). Should any Member's use of any intellectual property or other rights granted pursuant to this Agreement cause any Member to develop or acquire ownership rights in, to or concerning any of the Company's intellectual property, each Member hereby agrees to immediately and irrevocably assign and/or otherwise to the Company exclusively and for no additional consideration or payment of any kind whatsoever, all rights, interest, title and all goodwill associated therewith and/or symbolized thereby, including in any and all media now or hereafter known, throughout the world in perpetuity.

**10.12. Governing Law.** This Agreement, including all Exhibits and Schedules hereto, and all matters arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Massachusetts without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Massachusetts.

**10.13. Submission to Jurisdiction.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement, including all Exhibits and Schedules hereto, and all matters arising out of or relating to this Agreement, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than the US District Court for the District of Massachusetts or, if such court does not have subject matter jurisdiction,



the courts of the State of Massachusetts sitting in Bristol County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the US District Court for the District of Massachusetts or, if such court does not have subject matter jurisdiction, the courts of the State of Massachusetts sitting in Bristol County. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of process, summons, notice or other document by registered mail to the address set forth in Section 10.4 shall be effective service of process for any suit, action or other proceeding brought in any such court.

**10.14. Waiver of Jury Trial.** EACH MEMBER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**10.15. Equitable Remedies.** Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

**10.16. Attorneys' Fees.** In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, and the non-prevailing party shall pay, in addition to all other damages to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs, even if not recoverable by law.

**10.17. Remedies Cumulative.** The rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided herein to the contrary.

**10.18. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed as of the Effective Date by their respective individual or officers thereunto duly authorized,

  
Jeffrey G. Pepi

*Nicholas Gomes*  
Nicholas A. Gomes

  
Devon Soloniewicz

  
Patrick Maloy

  
Alan Feldman

## SCHEDULE A

### Members Schedule

Member/Managers Name	Capital Contribution (Amount of Cash/Description of Agreed Value of Property or Other Benefits)	Membership Interest/Units
MEMBER	CAPITAL CONTRIBUTION	PERCENTAGE
PATRICK MALOY	TBD based upon necessary capital to be raised or invested	32%
ALAN FELDMAN	services in lieu of capital	Non-dilutable 5% equity and profits interest
JEFFREY PEPI	services in lieu of capital	51% equity and profits interest
NICHOLAS GOMES	services in lieu of capital	Non-dilutable 2% equity and profits interest
DEVON SOLONIEWICZ	services in lieu of capital	Non-dilutable 10% equity and profits interest
<b>Total</b>		100%

All Members to be Noticed at:

For Company: 226 South Main Street, Suite #6, Fall River, MA 02721

For Managers: 226 South Main Street, Suite #6, Fall River, MA 02721

For Members:

Maloy: 10161 East Broadview Drive, Bay Harbor Islands, FL 33154

Feldman: 10396 W. State Road 84, Suite 106, Davie, FL 33324

Pepi: 170 Elm St, New Bedford, MA 02740

Gomes: 226 South Main Street, Suite #6, Fall River, MA 02721

Soloniewicz: 86 Sunny Brook Circle, North Waterboro, Maine 04061

## APPENDIX I

### Defined Terms

For purposes of this Agreement, the following capitalized terms are defined below:

“Acceptance Notice” means a written notice in which the Company or an Other Member (as the case may be) states, if, and the extent to which, the Company or the Other Member (as the case may be) elects to redeem or purchase an Offered Interest in accordance with Article V.

“Accounting Firm” means an accounting firm (or successor thereto) agreed upon by Consent of the Members.

“Act” means the Massachusetts Limited Liability Company Act, as amended.

“Adjusted Capital Account Deficit” means, as determined in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(d), the negative balance, if any, in a Holder’s Capital Account. This definition intended to comply with the Allocation Regulations (including, but not limited to, Treas. Reg. § 1.704-1(b)(2)(ii)(d) and Treas. Reg. § 1.704-2) and shall be interpreted consistently with the Allocation Regulations.

“Affiliate” means, with respect to a Person, another Person directly or indirectly Controlling, Controlled by, or under common Control with, such Person.

“Agreement” means this limited liability company agreement, including any schedules, appendices and exhibits hereto, as supplemented, amended or restated from time to time in the manner provided herein.

“Allocation Regulations” means the Treasury Regulations issued under Code Sections 704(b) and the Treasury Regulations issued under Code Section 752, as such Treasury Regulations may be modified or amended from time to time. In the event that the Treasury Regulations specified in the preceding sentence are revised or amended subsequent to the date of this Agreement, references herein to sections or paragraphs of such Treasury Regulations shall be deemed to be references to the applicable sections or paragraphs of the relevant Treasury Regulations as then in effect.

“Available Cash” means, as determined immediately prior to any distribution under Section 3.1, the Company’s Cash minus the Reserve Amount.

“Bankruptcy Event” means, with respect to any Person, the occurrence of any of the events specified in either Section 18-304(1) or Section 18-304(2) of the Act (applied as if such Person were a member within the meaning of the Act).

“Board” means the Board of Managers of the Company consisting of Patrick Maloy, Feldman, and Pepi.

“Book Value” means with respect to any property, the property’s adjusted basis as determined from time to time for federal income tax purposes, except as follows:

(a) the initial Book Value of any property contributed by a Holder to the Company shall be its Fair Market Value (without any reduction for any liabilities) as of the date of such contribution;

(b) the Book Value of any distributed property shall be its Fair Market Value (without any reduction for any liabilities) as of the date of distribution;

(c) the Book Value of any property shall be adjusted to equal its Fair Market Value (without any reduction for any liabilities) at the following times: (1) the acquisition of a new or additional Interest in the Company by any Person in exchange for more than a de minimis capital contribution; (2) the acquisition of a new or additional Interest by any Person (acting in the capacity of a Member or in anticipation of becoming a Member) in exchange for the performance of services by such Person; (3) the distribution of more than a de minimis amount of assets (other than cash) as consideration for all or part of a Holder's Interest; (4) the liquidation of the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), and (5) if substantially all of the Company's property (other than money) consist of stock, securities, commodities, options, warrants, futures or similar instruments that are readily tradable on an established securities market, in accordance with United States generally accepted accounting principles;

(d) the Book Value of any property shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted basis of such asset pursuant to Code Section 734(b) or Code 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this subsection (d) to the extent the Board determined that an adjustment pursuant to subsection (c) above is necessary or appropriate in conjunction with a transaction that would otherwise result in an adjustment pursuant to this subsection (d); and

(e) if the Book Value of any property has been determined or adjusted pursuant to subsections (a), (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Depreciation or amortization taken into account with respect to such asset for purposes of computing Profit or Loss.

"Business" means the business of investing in and operating certain businesses that grow (cultivate), process (manufacture), and dispense (retail) medical or recreational/adult-use cannabis, as well as derivative products associated with medical or recreational/adult-use cannabis where permitted by applicable laws, regulations, and ordinances.

"Business Day" means any day of the year in which banks are not required or authorized to close in Boston, Massachusetts.

"Capital Account" means, with respect to each Holder, a capital account maintained in accordance with this Agreement and Treas. Reg. § 1.704-1(b).

"Cash" means cash, marketable securities, time deposits, certificates of deposit, banker's acceptances, repurchase obligations, commercial paper, money market investments and any other cash equivalents.

“CEO” means the Chief Executive Officer of the Company.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the preamble.

“Consent” means, as obtained at a meeting duly held pursuant to this Agreement or in an instrument duly executed in the manner provided in this Agreement, the approval, authorization, direction, instruction, consent, ratification or other action of Members owning more than sixty-six percent (66%) (or other specified percentage) of the Units entitled to vote with respect to the relevant subject matter. Any Unit owned by or on behalf of any Holder who or that is not a Member shall not be taken into account for purposes of the preceding sentence.

“Control” means, with respect to any Person, the power (whether or not exercised) to direct the policies, operations or activities of such Person by or through the ownership of, or right to vote, or to direct the manner of voting of, securities of such Person, or pursuant to law or agreement, or in any other manner.

“Covered Person” means any Person who or that is or was a Holder, Managers, Officer or any successor of any of the foregoing.

“Damages” means any loss, damage, liability, obligation, deficiency, fine, debt, claim, action, suit, proceeding, demand, assessment, penalty, interest, injunction, order, judgment, payment, expenditure, expense, reduction in benefit, tax, addition to tax or any other similar item, plus any reasonable attorney fees relating to any of the foregoing.

“Depreciation” means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period for federal income tax purposes; provided, that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of any such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization, or other cost recovery deduction computed for federal income tax purposes with respect to such asset for the applicable period bears to the adjusted tax basis of such asset at the beginning of such period, or if such asset has a zero adjusted tax basis, Depreciation shall be an amount determined under any reasonable method selected by the Board.

“Disability Event” means, with respect to a natural Person, any physical or mental disability or infirmity of such Person that prevents the performance of such Person’s duties despite the provision of reasonable accommodations to the extent required by law for a period of (a) one hundred twenty (120) consecutive days or (b) one hundred eighty (180) non-consecutive days during any twelve (12) month period.

“Fiscal Quarter” means a three-month period from January 1 to the next succeeding March 31, April 1 to the next succeeding June 30, July 1 to the next succeeding September 30, or October 1 to the next succeeding December 31.

“Fiscal Year” means the calendar year, which shall be used as the Company’s annual accounting period for tax and financial reporting purposes.

“Holder” means a Member or a Person (other than a Member) owning an Membership Interest.

“Interest” means (a) in the case of a Person admitted as a Member, any and all Units, rights, powers, duties and obligations of a Member (including, without limitation, the right to inspect the books and records of the Company, to transfer to a Permitted Transferee in accordance with Section 6.2, as provided in this Agreement or applicable law.

“LIBOR” means the London Interbank Offered Rate for three-month loans as quoted in the *Wall Street Journal* on the applicable date of determination (or, if not so quoted on such date, on the next date such rate is quoted).

“Liquidating Trustee” means the Board, unless another Person designated by Consent or otherwise in accordance with the terms of this Agreement.

“Management Reports” means the monthly profit and loss for the Company and its subsidiaries and such other financial and accounting reports (monthly or otherwise) as are required by the Board.

“Managers” mean Maloy and Pepi.

“Member” means any Person admitted as a member of the Company pursuant to the provisions of this Agreement and the Act.

“Membership Interest” means a Member’s entire interest in the Company, including the Units such Members owns, the economic interest associated with such Units, the right to vote associated with such Units, and such other rights and privileges that the Member may enjoy being a Member.

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

“Nonrecourse Liabilities” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“Offer” means a bona fide offer (other than an offer resulting from or relating to a Terminating Event) from one or more Persons (other than a Permitted Transferee) to purchase all or any portion of a Member’s Membership Interest that such Member desires to accept; provided that the only consideration paid or to be paid under the offer is cash (in the form of U.S. dollars) or an obligation (with a term not to exceed five (5) years from the purchase date) to pay cash (in the form of U.S. dollars).

“Offering Member” has the meaning set forth in Section 6.3(a).

“Offering Member Notice” has the meaning set forth in Section 6.3(b).



“Partner Nonrecourse Debt Minimum Gain” shall have the meaning set forth in Treas. Reg. § 1.704-2(i)(2), (3).

“Partner Nonrecourse Deductions” shall have the meaning set forth in Treas. Reg. § 1.704-2(i)(1) and Treas. Reg. § 1.704-2(i)(2).

“Partnership Minimum Gain” shall have the meaning set forth in Treas. Reg. § 1.704-2(d).

“Partnership Representative” has the meaning set forth in Section 7.4.

“Permitted Transfer” means any Transfer in accordance with Section 6.2(a) or (b).

“Permitted Transferee(s)” means any Person acquiring an Interest (or any portion thereof or interest therein)( from a Member (or a Successor treated as the Member) as a result of a Transfer in accordance with Section 6.2.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental or quasi-governmental authority, agency or instrumentality.

“Profit” or “Loss” means, for any Fiscal Year (or other specified period), the Company’s taxable income or loss for such Fiscal Year (or other specified period), determined in accordance with Code Section 703(a) (including all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1)), with the following adjustments;

(a) the computation of all items of income, gain, loss and deduction shall include tax-exempt income and those items described in Treas. Reg. §1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for federal income tax purposes;

(f) in the event the Book Value of any property is adjusted pursuant to subsections (c) or (d) of the definition of Book Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset (in lieu of any corresponding gain or loss reorganized for purposes of calculating the Company’s taxable income);

(g) gain or loss resulting from any disposition of any property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property (in lieu of the tax basis of such property);

(h) Depreciation, amortization and other cost recovery items with respect to any property shall be computed by reference to the Book Value of such property, (in lieu of the tax basis of such property);

(i) any income, gain, loss, expense or other item, to the extent specially allocated pursuant to Section 3.3, shall not be taken into account; and

“Purchasing Member” has the meaning set forth in Section 6.3(c).

“Reserve Amount” means, as determined immediately prior to any distribution under Section 3.1, the aggregate amount that the Board may reserve, in good faith and from time to time, for (a) the payment of all current expenses, liabilities and obligations of the Company (whether for expense items, capital expenditures, improvements, payments in respect of indebtedness or otherwise) and (b) the amount of cash which the Board deems necessary or appropriate to establish reserves for the payment of future expenses, liabilities, obligations, capital expenditures, improvements, payments in respect of indebtedness, operations and contingencies, known or unknown, liquidated or unliquidated other item or to comply with any provision of any contract, obligation or applicable law.

“ROFR Offer Notice Period” has the meaning set forth in Section 6.3(b).

“Successor” means any direct or indirect successor-in-interest (including, but not limited to, any Transferee, executor, administrator, trustee, guardian, heir, legatee, conservator, representative, custodian, fiduciary, attorney-in-fact or agent to any Person).

“Tax Distribution Amount” has the meaning set forth in Section 3.2(a).

“Terminating Event” means, with respect to any Person, the occurrence of any of the following: (a) death or the liquidation, dissolution or other termination or cessation of any Person that is not a natural Person, (b) a Disability Event, or (c) a Bankruptcy Event.

“Transfer” means, with respect to any property (including any Interest (or any portion thereof or interest therein)), any action (whether direct or indirect) to (a) sell, exchange, barter, assign, give, or otherwise transfer by operation of law or otherwise or (b) pledge, escrow, hypothecate, mortgage, grant or create a security interest or lien, or encumber by operation of law or otherwise.

“Transferee” means any Person who or that acquires, receives or owns an Interest (or any portion thereof or interest therein) as a result of a Transfer (including a Permitted Transferee).

“Transferor” means any Person who or that made or makes a Transfer of an Interest (or any portion thereof or interest therein).

“Treasury Regulation” or “Treas. Reg.” means any final, temporary or proposed regulation promulgated under the Code.

“Trust” means a Person (other than a natural person) if and so long as (a) a Member making (or intending to make) a Transfer to such Person under Section 7.2, the current spouse of such Member, and/or one or more of such Member’s children (irrespective of the age of such children) are the sole record and equitable owners or the sole record and equitable beneficiaries of such Person, and (b) such Person is prohibited from making a Transfer of an Interest (or any interest therein or any right, duty or obligation relating thereto) to any Person other than such Member, a child over the age of twenty-one (21) years of such Member or the current spouse of such Member.

“Unit or Units” means, with respect to a Holder, each unit set forth on Schedule A (as amended or adjusted) under the column heading “Units” corresponding to such Holder.

“Waived ROFR Transfer Period” has the meaning set forth in Section 6.3(d).



**CERTIFICATION DEPARTMENT OF UNEMPLOYMENT ASSISTANCE GOOD  
STANDING RECORD IS UNAVAILABLE BECAUSE THE COMPANY DOES NOT  
HAVE ANY EMPLOYEES**

I, the undersigned, do hereby depose and state under oath:

1. Prime Tree LLC currently has no employees and is not able to register with the Department of Unemployment Assistance to obtain a certificate of good standing from them.
2. Prime Tree LLC intends to register with the Department of Unemployment Assistance when it begins hiring employees.

Signed under the penalties of perjury on October 7, 2021.

**/S/Nicholas A. Gomes**

Nicholas A. Gomes, Esq.

Prime Tree LLC



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

mass.gov/dor

Letter ID: L1942353088  
Notice Date: October 21, 2021  
Case ID: 0-001-295-895



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PRIME TREE LLC  
170 ELM ST BLDG 1  
NEW BEDFORD MA 02740-6007

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, PRIME TREE 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](https://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



Prime Tree LLC

4 Technology Way, Salem, MA 01970

Business Plan for a Marijuana Establishment under 935 CMR 500.000

Cannabis Control Commission Applications # MCN 283233 and MPN281993

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### **I. Who We Are:**

Prime Tree LLC is a prospective Massachusetts cannabis company seeking permitting and licensure from the City of Salem and the Massachusetts Cannabis Control Commission (“CCC”) to cultivate, manufacture, and wholesale marijuana and marijuana related products to other licensed establishments from our location at 4 Technology Way, Salem, MA 01970.

We seek a Host Community Agreement from the City of Salem to apply to the CCC to become licensed as a non-medical Marijuana Cultivator and Marijuana Product Manufacturer. Our proposal will provide the City with new economic benefit directly from us as well as other locally licensed establishments we work with. There will be no retail sales or public access to our establishment limiting the concerns of traffic congestion and unauthorized access. Once a final license issues from the CCC we will cultivate, manufacture, and distribute a variety of marijuana flowers “buds,” extractions, and marijuana products for 21+ consumers in accordance to the CCC’s regulations.

Our mission is to create top quality marijuana and marijuana products in indoor laboratory conditions with advanced energy efficient technologies. Our proposal and investment of technology, equipment, intellectual property, and processes are a prominent growth to the commerce of Technology Way the residents and City can be proud of. All of our products are independently tested by third-party CCC licensed establishments to ensure safety for our client’s health and quality standards are met. We utilize multi-level security measures to ensure there are no direct threats of health or safety to our employees and no threats to our product from diversion. Our commitment to safely and efficiently providing consumers with quality cannabis products increases our standing with the CCC and City, customer good will, and benefits the communities we serve.

Prime Tree LLC is aptly named for our prime quality approach to cultivation, manufacture, transportation, and business in the marijuana industry. Prime Tree LLC consists of executives, managers, and employees with experience in cultivation science, production and transportation methods, and business operations. Prime Tree LLC ownership includes out-of-state experts and Massachusetts residents with Social Equity certification granting an expedited review process.

## **II. Our Standards of Success:**

- Create a high-quality product exceeding standards for safety while meeting market demands and regulatory compliance.
- Become a Salem community partner beyond traditional taxes and fees, but to also connect and be a part of the community as a trusted and reliable partner.
- Build public trust in maintaining our commitment to security, sanitation, safety, corporate responsibility, and business operation.
- Educate employees, business associates, consumers, and the public on our products to ensure the responsible and safe consumption of marijuana as well as the prevention of diversion to minors and illicit markets.
- Grow our sustainable business model in a scalable and efficient manner to obtain market share and growth required to maintain competitive.
- Promote our company and products in compliance with all laws to reduce the stigma associated with marijuana.
- Meet our internal audits for business performance, regulatory compliance, and statistical reporting for CCC metrics such as positive impact, diversity, energy efficiency, community involvement, and leadership responsibility.
- Exceed all expectations of the City and State in business operations and community partnership.

## **III. Location: 4 Technology Way, Salem, Massachusetts**

Prime Tree LLC has site control authorization to seek permitting and licensing of the proposed use from the owner of the property who has operated a successful medical manufacturing facility at the location for the last ten years. Prime Tree LLC seeks to match the owner's success into the future with this new industry under a lease of the rear portion of the building containing 34,000+/- square feet of vacant space. Prime Tree LLC seeks to start with 10,000 square feet of cultivation canopy and grow into the remaining area. Prime Tree LLC will fully construct the now empty interior to fit the needs of the technologically advanced operation including upgrades for access and operation, security, electricity, lighting, utilities, HVAC, odor and environmental controls, equipment, waste disposal, and all other required upgrades.

Prime Tree LLC chose the Salem Technology Way location for its suitable proximity, building construction, parking and access availability, and trusted owner. The location meets the City and State regulation for licensed Marijuana Establishments under G.L. c. 94G, §5(b)(3).



**Front of Building Exterior View**



**Rear of Building Exterior View (Leased area)**



**Interior of Leased Space Existing Conditions**



#### **IV. Description of Proposed On-Site Activities and Policies:**

All proposed activity at the Marijuana Establishment shall be in compliance with all regulations promulgated by the CCC, as amended, and ordinances, bylaws, and laws of the Commonwealth of Massachusetts and the City of Salem. Prime Tree LLC shall only commence operations and operate upon the issuance of a Special Permit from the City of Salem Zoning Board of Appeals, Certificate of Occupancy, and valid licenses issued by the CCC, copies of which, with any renewal or investigation thereof, shall be provided to the Department of Planning and Community Development and Building Department within thirty (30) days of receipt.

Prime Tree LLC shall maintain regulatory compliance through the performance of operations in accordance to its City and State approved policies, procedures, and plans. The plans are incorporated herein, but produced as Exhibits as follows:

1. Security Plan; (pending approval of Salem PD);
2. Operation and Management Plan;
3. Emergency Response Plan; (pending approval of Salem PD and FD);
4. Plan to Remain Compliant with Local Zoning;
5. Proposed Timeline;
6. Plan for Obtaining Liability Insurance;
7. Positive Impact Plan;
8. Cultivation Specific Plan;
9. Product Manufacturer Plan;
10. Restricting Access to age 21 and older;
11. Prevention of Diversion;
12. Storage of Marijuana;
13. Transportation of Marijuana;
14. Inventory procedures;
15. Quality control and testing procedures;
16. Dispensing procedures;
17. Personnel policies including background checks;
18. Record Keeping procedures;
19. Maintaining of financial records;
20. Diversity plan;
21. Qualifications and training; and
22. Energy Compliance Plan.

Prime Tree LLC's essential function is to cultivate, manufacture, and distribute a variety of marijuana flowers "buds," extractions, and marijuana infused products for 21+ consumers in accordance to the CCC's regulations. Prime Tree LLC shall operate its operation twenty four hours a day, everyday, with constant secure monitoring. Prime Tree LLC will employ fifteen to twenty full time employees when operational. The majority of the available space will be reserved for the cultivation of marijuana plants or "canopy." We seek a cultivation canopy area up to a Tier 4 level under the CCC regulations amounting to 20,001 to 30,000 square feet. The remaining areas will be reserved for processing and packing of usable marijuana, waste disposal, manufacturing of products, secure storage, and loading for testing and transport. The loading of vehicles with marijuana for transportation to an independent testing laboratory or for wholesale will take place at the rear of the building through a separate secure entrance by a licensed transporter.

#### **Additional Special Permit Specific Incorporated Policies**

- Prime Tree LLC shall only operate at the location in accordance to its use as a Marijuana Establishment as permitted by its definition under law.
- The Marijuana Establishment will be fully within the enclosed building, without the use of mobile structures, and our leased area will be separated by full walls from any other uses.
- The location is compliant with buffer zone proximity to schools, houses of worship, funeral homes, and institutions of higher education.
- Prime Tree LLC utilizes odor control measures so that no odor from the marijuana establishment may be noxious or cause a public nuisance.
- Storage of marijuana and disposal of marijuana shall be done in accordance to State law so as to prevent diversion, exposure, or to create a public nuisance.
- Prime Tree LLC, or its assignee, if any, shall manage the Marijuana Establishment with persons on premises during regular hours of operation and be responsible for all activities within the licensed business.
- Emergency contact information shall be kept on file with the City of Salem and Salem Police Department.
- Prime Tree LLC shall install signage in accordance to the CCC and the requirements of Section 4-31 through 4-60 of the Salem Code of Ordinances.
- Prime Tree LLC shall not allow marijuana to be smoked, eaten, or otherwise consumed or ingested within any type of licensed marijuana establishment in accordance to CCC regulation.
- Notification shall be provided to all abutters within 500 feet of the proposed location for a Community Outreach Meeting in accordance to CCC regulations and submitted to Salem.

- If Prime Tree LLC shall ever cease to operate then it shall remove all materials, plants, equipment, and any other retail marijuana establishment fixtures and items.

### **Additional Cultivation and Manufacturing Specifics:**

- Prime Tree LLC shall only use high-energy efficiency lights and equipment to limit energy and water usage demand.
- Prime Tree LLC shall use LEDs for all fixtures except those that are used in flowering rooms which shall allow for High Pressure Sodium grow lights for no more than 50% of the total square footage of the cultivation area to maximize flowering conditions and limit electricity demands.
- Prime Tree LLC shall not allow more than one-half of the marijuana plants cultivated be mature, flowering plants at any one time.
- Prime Tree LLC shall not use pesticides, insecticides, or other chemicals at the business.
- Prime Tree LLC manufacturing provisions shall include reference of a detailed description of its products, methods of production, safety protocols, and a sample of any identifying mark or logo that will appear on the product.

Prime Tree LLC's operations are designed to be efficiently productive in our industry while protecting and promoting the health, safety, and general welfare of the residents of Salem. Our policies, plans, and active management of the business will negate adverse effects of the proposed use and any such effect will not outweigh its beneficial impact to the City and the community. Prime Tree LLC's proposal is a tremendous opportunity for beneficial impact of financial relief and a responsible corporate partner for the City and its community. The positive economic impact to the communities of the Commonwealth that license marijuana establishments is undeniable with the CCC reporting over one Billion Dollars in gross sales since November 1, 2018.

The character and nature of the geographic location of the property on Technology Way compels the growth of technologically advanced businesses like Prime Tree LLC with its sophisticated cultivation process. Our proposed use is an extension of the existing cluster of technological businesses on Technology Way and is a welcomed new industry addition that will finally fully occupy the building after ten years of its construction. Prime Tree LLC will create employment opportunities for the local economy and be an active community partner to the City, its residents and also other businesses and non-profits. The geographic diversity of our location in relation to existing retail establishments is a mutually beneficial symbiotic relationship within Salem's local economy and is a shining example to municipalities of reasonable and efficient cannabis zoning.

Prime Tree LLC's likelihood of success is built upon a strong foundation of its ownership, management, and staff as they are eligible applicants from the State's favorable criteria, and hold the right amount of experience, capital, and commitment to succeed in this new industry.

Prime Tree LLC reduces any adverse effect associated with its use by taking specific measures through trained and experienced staff, security, sanitation, climate control, and attention to the sensitive cultivation process. With a solid preconstructed building Prime Tree LLC is in a position to quickly install its components and be operational. The potential economic and fiscal impact on City services will be kept minimal because of our rigorous standards and strength in regulatory compliance.

#### **V. Executives:**

Patrick Maloy is the Chief Executive Officer of Prime Tree LLC and represents a depth of knowledge and experience in the cannabis industry. Patrick cofound Cansortium Holdings in 2015, that became publicly traded in 2018 after becoming a multi-state medical and adult use cannabis manufacturer and retailer with operations in Florida, Texas, Pennsylvania, Puerto Rico, Canada and Colombia. Patrick was the Chief Strategy Officer and then Chief Operating Officer with responsibility to create expansion opportunities, operation teams, and management of each business unit.

Patrick transitioned his skills into the cannabis industry from experiences in investment banking, public affairs, technology companies, and healthcare. Patrick began his career as a staff analyst with the Florida House of Representatives Committee on Agriculture researching and drafting legislation on issues related to agricultural policy and food safety.

Devon Soloniewicz is the founder of the Northern Lights Hemp Company. Her vast network has made her an internationally sought-after consultant since 2013. She has extensive experience in insurance, executive operations and a myriad of business services. Her company also focuses on branding, growth markets, and providing consulting solutions to key sectors of the industry. She has executed countless strategic relationships that have led to the successful rise of local brands into nationally recognized brands.

Devon's cannabis journey started at a very young age when her mother was diagnosed with epilepsy and plant medicine became a way of life. Through seeing the benefits of this plant first hand Devon has been a lifelong advocate. She uses her personal story to inspire others to become part of this growing industry. Devon regularly speaks at numerous conferences including the New England Cannabis Convention, Homegrown Maine Trade Show, the Boston Freedom Rally, the

Kind Mind Campout and many more. She continues to speak, advocate and mentor nationally and internationally on the importance of utilizing every part of the hemp plant as well as best business practices. She is known for being an industry leader for her ability to empower those around her.

Jeffrey Pepi is a pioneer in hemp and cannabis advocacy in Massachusetts with Social Equity and Economic Empowerment certification from the CCC based on his background and community service in the City of New Bedford. Jeffrey Pepi evolved his 22+ years of insurance and caring for clients into a passion for helping people and spreading information on the benefits of hemp and cannabis. Jeffrey Pepi is an owner of a boutique CBD retail store in New Bedford and Mashpee.

Nicholas A. Gomes is a licensed Massachusetts Attorney operating a diverse general law practice with offices in New Bedford, Fall River and Boston since 2013. Attorney Gomes is experienced in both business and estate planning, municipal and administrative processes, and litigation with client representation across most Counties and Courts of the Commonwealth. Nicholas provides legal services to low-to-moderate income individuals as a member of the Justice Bridge non-profit and pro-bono expungement/sealing of criminal record services.

## **PLAN FOR OBTAINING LIABILITY INSURANCE**

Prime Tree LLC, shall obtain sufficient liability insurance to at least meet the minimum requirements under the regulations 935 CMR 500.105(10). Prime Tree LLC will obtain, once licensed, a policy that shall include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy can be no higher than \$5,000 per occurrence. Prime Tree LLC will consider additional coverage based on availability and a beneficial cost-benefit analysis.

## **PRIME TREE LLC**

### **RESTRICTING ACCESS TO INDIVIDUALS UNDER 21**

1. General: Prime Tree LLC, is committed to a safe and secure cannabis establishment designed for employees and authorized visitors only to efficiently cultivate and distribute wholesale adult use marijuana and marijuana products.
2. Identification: All individuals seeking access to the premises shall be positively identified with a employee card or a government issued identification card to limit access solely to individuals 21 years of age or older. No individual under the age of 21 years of age shall be allowed access to the premises.
3. Employees: All employees and registered agents must be 21 years of age or older.
4. Visitors: All visitors must be 21 years of age or older.



## **PRIME TREE LLC**

### **PERSONNEL AND EMPLOYEE STAFFING SUMMARY**

1. General: Prime Tree LLC is a Massachusetts cannabis company sowing the seeds of innovation by focusing on the local community and consumers to promote positive growth in our local economy while ensuring consistent access to safe premium marijuana. Prime Tree LLC is committed to quality, responsibility and sustainability. Our three primary ideals permeate through our employee staffing plan to add to our unique growth as a company. Prime Tree LLC values are built upon a foundation of social responsibility to our clients and local communities. Our commitment is demonstrated by our plan to operate locally, hire employees from our communities with diverse backgrounds without regard for race, disability, gender, and other statuses, and manage our employees with respect and due care in accordance to all laws.

2. Quality, Responsibility and Sustainability: Prime Tree LLC's fundamental commitment to our clients and community begins with creating a pure and safe quality product. Our employees are trained with our policies and procedures to ensure our quality is never compromised to fulfill our obligations to the public and greater world at large. Our future employees are provided with at least a week of in-house training with a mentor for their job description. Our employees are required to meet all training specifications as created by the Cannabis Control Commission and as set forth by Prime Tree LLC in its Employee Continuing Training Program, audit and monitoring of employee performances.

3. Qualifications: Prime Tree LLC hiring practices is focused on obtaining and maintaining a skilled and diverse workforce. Our policies include seeking to hire employees from areas of disproportionate impact, veteran incentive hiring, affirmative action, equal employment opportunity, a zero tolerance policy for violence, discrimination, sexual harassment, and stalking, a drug-free workplace, and Americans with Disabilities Act and Family Medical Leave Act compliance. Prime Tree LLC is creating an inclusive work environment welcoming and respecting all people based on merit and skill regardless of race, creed, colors, national origins, disabilities, gender, age, sexuality and orientation. Our diversity will make our company stronger and improve our ability to empower our community.

4. Employment Positions: Prime Tree LLC will have the following positions:

I. Security: Security will ensure all of our products are safe from seed to the consumers leaving our premises. The security division will include building security, internal and external loss prevention investigations, and operations security for our products, employees, clients, and patients. Our focus will be on the safe access to our products as well as ensuring no product is diverted to unintended individuals and for illegal uses. Security will be the first line of defense to stop the diversion of marijuana to individuals younger than 21 years of age by checking for proper identification before entry into a secured area for the retail purchase of secured products.

II. Cultivator: A cultivator harnesses our technology, equipment and nature to create and process only the highest quality marijuana flowers.

III. Manufacturer: A manufacturer transforms the marijuana flower into various marijuana products including concentrates, edible infusions, oils, creams and topicals.

IV. Manager: A manager oversees the various operations of the establishment and employees. This position designed to assist in promoting our company in the cannabis industry through operational management, research, community outreach, and regulatory compliance to ensure the company is always evolving to meet the needs of our community in a responsible manner.

V. Executives: The executives shall operate and manage the company while fulfilling numerous positions within the company.

VI. Transportation Agent: The transportation agent shall be responsible for the delivery and transportation of marijuana products to a licensed marijuana establishment. The agents shall follow all delivery and transportation specific protocols to ensure the safe and efficient delivery and transport of marijuana.

5. Alcohol, smoke and drug-free workplace: Prime Tree LLC shall not allow alcohol, smoking and drug-use on its property. Such unauthorized use by an employee shall be subject to termination of employment.

6. Records: Employee records shall be kept orderly and maintained in a secured location in accordance to the company's record policy in compliance with 935 CMR 500.105(9).

Employee's personnel records for each agent shall be maintained for at least 12 months after termination of the agent's affiliation with the company and will include the following:

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

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

7. Termination: Any employee who violates the employee contract or any provision of the Prime Tree LLC' policies and procedures shall be subject to immediate suspension if it is determined their actions or future employment will be detrimental to the company and the public good. Such actions justifying immediate termination and due notice to the Cannabis Control Commission include:

I. diverting marijuana or marijuana products;

II. engaging in unsafe practices with regard to operation of the company; and  
III. any conviction or 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.

8. Cash: Employees shall use all care and reason for the safe handling of cash at the establishment. All funds shall be transferred from the establishment to a financial institution on a regular secure basis as needed. The transfers of cash to a financial institution will be done on a random schedule by a trained security team to prevent diversion and theft.

9. Training: Employees will undergo quarterly industry trainings that are required of a registered agent. Immediate dismissal of employees for: 1) diverted marijuana, 2) unsafe practices, and 3) convicted of or 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.

10. Background Check: In addition to the required CCC agent registration process, all agents hired to work for the company will undergo a detailed background investigation prior to being granted access to the facility or commence work duties.

Background checks will be conducted on all agents in their capacity as employees, interns, and volunteers for the company under 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 iCORI Registration and the CCC for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee. For purposes of determining suitability based on background checks performed in accordance to the regulation, the company will consider:

a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.

b. All criminal disqualifying conditions, offenses, and violations including the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.

All suitability determinations will be made in accordance to this policy and 935 CMR 500.800.

**PRIME TREE LLC**  
**ENERGY COMPLIANCE PLAN**

1. General. The Company shall follow this energy compliance plan to identify potential energy-use reduction opportunities, consider opportunities for renewable energy generation, strategize to reduce electric demand and engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21.

2. Energy Consumption Monitoring. The Company shall identify potential energy-use reduction opportunities (such as natural lighting and energy efficiency measure), and plan for implementation of such opportunities through energy consumption monitoring. The Company shall review the proposed energy consumption of its project and make adjustments to operations based on energy-usage data collected. The facility upgrades, renovations, and future expansions shall be analyzed for energy saving opportunities. All energy saving opportunities shall be analyzed when equipment fails and needs to be replaced.

3. Renewable Energy Generation. The company shall consider all opportunities for renewable energy generation and include such energy generators into its building and site plan. The company seeks to use energy generators including electric vehicles, solar panels, wind turbines, and renewable thermal to reduce and stabilize its energy costs.

The company will evaluate and make energy supply decisions based on the needs of the operation as it progresses and make decisions to promote renewable options when possible. Renewable and alternative energy opportunities will be implemented when facilities are selected, upgraded, improved, or expanded.

The company will consider all available incentives and bill savings including programs which can help offset costs of renewable and alternative energy installation, such as:

- Massachusetts Department of Energy Resources' Solar Massachusetts Renewable Target (SMART) (<http://masmartsolar.com/>);
- Renewable Portfolio Standard (<https://www.mass.gov/guides/rps-class-i-and-class-ii-statement-of-qualification-application>); and
- Alternative Portfolio Standard (<https://www.mass.gov/guides/aps-renewable-thermal-statement-of-qualification-application>; <https://www.mass.gov/guides/apply-to-the-aps-chp-flywheel-storage-and-fuel-cells>).

4. Reducing electric demand. The company shall implement strategies to reduce its electric demand. Energy demand will be monitored monthly and adjustments made based on the data. The company will reduce electric demand with lighting schedules, active load management, energy storage, and electric vehicles.
5. Mass Save. The company shall engage with all Mass Save programs for energy efficiency offered under M.G.L. c. 25, § 21. The company shall seek energy efficiency and demand reduction measures through lighting, heating ventilation and air conditioning, vehicle selection, and other equipment. The company shall regularly reach out to Mass Save vendors to learn of new financial incentives, opportunities, rebates, and other audit reports are available.
6. Transport and Delivery Specific. The company shall use electric vehicles and alternative fuels such as biodiesel and natural gas to reduce carbon emissions and increase our energy security. Our intent is to have a fleet entirely of electric or hybrid technologies and will regularly evaluate for alternative fuel vehicle options. Energy and water conservation strategies shall be employed at the physical facility for transportation and delivery (e.g. garage, dispatch) should also be included. We seek to install an outdoor shelter for our fleet parking with solar panels on the shelter roof.

**PRIME TREE LLC**  
**MAINTAINING FINANCIAL RECORDS**

1. General: Prime Tree LLC will ensure that there is a locked office for the purpose of keeping its business records, including financial records, for inspection by the Cannabis Control Commission upon request.
2. Maintenance: Prime Tree LLC will ensure that all records of a Marijuana Establishment shall be maintained in a secure location within the facility and in accordance with generally accepted accounting principles.
3. Confidentiality: Prime Tree LLC will ensure that all records will be kept in a locked area within a secured location within the facility not accessible to the public nor easily accessible to an unauthorized individual. Access to confidential records shall be limited to only those reasonably necessary for the operation of the business.
4. Closure: Following closure of Prime Tree LLC all records will be kept for at least two years at its own expense in a form and location acceptable to the CCC.
5. Accounting and Auditing: All of Prime Tree LLC's financial records shall be reviewed by an accountant or other tax professional for accuracy. Independent audits on the financial records shall be conducted annually.
6. Financial Records: All financial records of Prime Tree LLC shall be kept as required by 935 CMR 500.000, including, but not limited to:
  - (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;
  - (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(9)

## **PRIME TREE LLC**

### **RECORD KEEPING**

1. **General:** Prime Tree LLC shall keep an office for the purpose of keeping its business records for inspection by the Cannabis Control Commission (“Cannabis Control Commission”) upon request.
2. **Maintenance:** The records of a Marijuana Establishment shall be maintained in a secure location within the facility and in accordance with generally accepted accounting principles.
3. **Confidentiality:** All records shall be kept in a locked area within a secured location within the facility not accessible to the public nor easily accessible to an unauthorized individual. Access to confidential records shall be limited to only those reasonably necessary for the operation of the business.
4. **Closure:** Following closure of Prime Tree., all records must be kept for at least two years at its own expense in a form and location acceptable to the CCC.
5. **Required Records:** All records shall be kept as required by 935 CMR 500.000, including, but not limited to:
  - (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 cannabis products as required by 935 CMR 500.105(8)(e);
  - (d) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - (e) Personnel policies and procedures;
  - (f) Waste disposal records as required under 935 CMR 500.105(12)
  - (g) Business records, which shall include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, 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.
  - (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



## **PRIME TREE LLC**

### **QUALITY CONTROL AND TESTING PROCEEDURES**

- 1) General: No cannabis product, including cannabis, will be sold, delivered or otherwise marketed for adult use by Prime Tree LLC that is not capable of being tested by an Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.
- 2) Adverse Laboratory Results: Prime Tree LLC shall immediately respond to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), including notifying The Cannabis Control Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both Prime Tree LLC and the Independent Testing Laboratory, separately and directly. Prime Tree LLC notification must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. Records of such testing shall be maintained for one year. All transportation of cannabis to and from Independent Testing Laboratories providing cannabis testing services shall comply with 935 CMR 500.105(13). All storage of cannabis at a laboratory providing cannabis testing services shall comply with 935 CMR 500.105(11). All excess cannabis must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess cannabis to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly. No cannabis product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
- 3) Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
  - Well cured and generally free of seeds and stems;
  - Free of dirt, sand, debris, and other foreign matter;
  - Free of contamination by mold, rot, other fungus, and bacterial diseases;
  - Prepared and handled on food-grade stainless steel tables; and
  - Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)
- 4) All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000
- 5) Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness; and

- Washing hands appropriately. *935 CMR 500.105(3)*
- 6) Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. *935 CMR 500.105(3)*
- 7) There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. *935 CMR 500.105(3)*
- 8) Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to *935 CMR 500.105(12)*. *935 CMR 500.105(3)*
- 9) Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. *935 CMR 500.105(3)*
- 10) All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3)*.
- 11) All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*
- 12) Water supply shall be sufficient for necessary operations. *935 CMR 500.105(3)*
- 13) Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. *935 CMR 500.105(3)*
- 14) The establishment shall provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3)*
- 15) Storage, delivery, and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. *935 CMR 500.105(3)*

## **PRIME TREE LLC**

### **QUALIFICATIONS AND INTENDED TRAININGS FOR AGENTS**

#### 1. Positions for Employment:

*Chief Executive Officer – CEO- Patrick Maloy and Jeffrey Pepi*

Qualifications: Responsible for providing business direction, creating, communicating, and implementing the organization's vision, mission, and overall direction – i.e. leading the development and implementation of the overall organization's strategy, fixing prices and signing business deals, recruitment, payment of salaries, signing checks and documents on behalf of the company, evaluates the success of the organization

*General Manager- Devon Soloniewicz*

Qualifications: Responsible for managing the daily activities in the company, responsible for recruiting, training and managing staff, responsible for processing orders, responsible for ordering, selling and controlling all inventory, managing the organizations' budgets, keeping statistical and financial records, preparation of publicity materials and displays, handles marketing services, meeting other licensed facilities representatives and interfaces with third – party providers (vendors), controls the sales floor inventory, supervises the entire sales staff and workforce, handles any other duty as assigned by the CEO

*Compliance Officer- Nicholas A. Gomes, Esq.*

Qualifications: The compliance officer will be responsible for ensuring that proper procedure is in place as well as followed to ensure compliance. They will be responsible for thoroughly understanding compliance laws, as well as providing adequate communication to managers and employees about such laws.

Requirements: Experience working with compliance issues and are well versed in the CCC compliance parameters.

*Information Technologist*

Qualifications: Manages the organization website, handles ecommerce aspect of the business, responsible for installing and maintenance of computer software and hardware for the organization, manages logistics and supply chain software, Web servers, e-commerce software and POS (point of sale) systems, manages the organization's CCTV, handles any other technological and IT related duties

*COVID-19 Manager*

Qualifications: Responsible for cleaning the store facility at all times, ensures that sanitation is upheld in the facility, with proper hand sanitization stations prepared, cleaning both the interior and exterior of the property, including high contact areas such as handles and any other duty as assigned by the General Manager.

Requirements: Continuing Training Program

#### *Cultivator*

Qualifications: The handling of all marijuana cultivation processes, systems, and procedures including tracking and reporting.

#### *Product Manufacturer*

Qualifications: The manufacturing of safe quality marijuana and marijuana products.

### 2. Agent Training:

All employees and agents of Prime Tree LLC Inc., must perform training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function the employee/agent is expected to perform. In addition to specific job function training, all employees/agents shall be required to take a Responsible Vendor Program under 935 CMR 500.105(2)(b). All employee/agents shall be required to receive at least eight hours of on-going training each year.

### 3. Responsible Vendor Training Program:

Upon licensure or renewal of licensure, as applicable, all current owners, managers, and employees of Prime Tree LLC that are involved in the handling and sale of marijuana shall attend and successfully complete a responsible vendor program, and maintain Prime Tree LLC's status as a "responsible vendor." Prime Tree LLC 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. Prime Tree LLC 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.

4. All of the Marijuana Establishment Agents shall first take the Basic Core Curriculum. 935 CMR 500.105(2)

5. Once a Marijuana Establishment is designated a Responsible Vendor, all Marijuana Establishment Agents employed by the Marijuana Establishment that are involved in the handling or sale of Marijuana for adult use shall successfully complete the Basic Core Curriculum within 90 days of hire. 935 CMR 500.105(2)

6. After successful completion of the Basic Core Curriculum, each Marijuana Establishment Agent involved in the handling or sale of Marijuana for adult use shall fulfill the four-hour RVT requirement every year thereafter for the Marijuana Establishment to maintain designation as a Responsible Vendor. 935 CMR 500.105(2).

7. In addition to the Basic Core Curriculum, all Marijuana Establishment Agents acting as delivery employees of a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall have attended and successfully completed Delivery Core Curriculum 935 CMR 500.105(2).

## **PRIME TREE LLC**

### **DIVERSITY PLAN**

1. **General:** Prime Tree LLC is committed to a diverse and inclusive workforce in the operation of its cannabis establishment. Prime Tree's diversity plan was created to enrich our community members and level the playing field for all individuals after years of oppression, discrimination, and inequality for minorities in society and the workforce. Prime Tree strives to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+ (hereinafter "equitable demographic group"). Prime Tree intends to promote equity by providing the equitable demographic group of individuals with tools and opportunities they need to achieve social and economic self-sustainability. Our company is seeking to create an inclusive work environment welcoming and respecting all people based on merit and skill regardless of race, creed, colors, national origins, disabilities, gender, age, sexuality and orientation. Our diversity will make our company stronger and improve our ability to empower our community.

2. **Compliance:** Prime Tree shall adhere to all laws in fulfilling its diversity plan, including, but not limited to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. This plan, and all actions taken by Prime Tree, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. The progress or success of this plan will be demonstrated upon each license renewal period, commencing one year from provisional licensure.

3. **Plan Goals:** The equitable demographic group this diversity plan seeks to benefit shall be specifically defined in our goals:

#### **I. Increasing the number of individuals from the equitable demographic group working in the company and providing tools to ensure their success.**

The company shall hire, at a minimum, one person of each category of the equitable demographic group being one woman, one individual that is a racial minority, one member of the LGBTQ+ community, one military veteran and one individual with a physical or mental disability. The individuals will be made a written offer of employment or shall already be on the company's active roster of active workforce within the first year of being licensed for operations.

#### **II. Increasing the number of individuals from the equitable demographic group working in the company in a managerial or executive position.**

The company shall hire, at a minimum, one person from the equitable demographic group in a managerial or executive position. The individuals will be made a written offer of employment or shall already be on the company's active roster of active workforce within the first year of being licensed for operations.

#### 4. Programs to achieve Goals:

I. Prime Tree's original owners support the company's perpetual commitment to an inclusive environment and economic opportunities for all based upon merit regardless of their own race, sex, status, gender identities, and sexual orientation. Prime Tree intends to increase the workforce of individuals of the equitable demographic group by offering any future offers of employment and sales of any ownership interest in the company in a non-discriminatory manner. Prime Tree intends to increase its future workforce and ownership interest of individuals of the equitable demographic group by publicizing future public offerings as needed, but no less than one per year, with a focus of interest for persons of the equitable demographic group in the local newspaper in our area being Salem News and indeed.com. Prime Tree will prioritize offers to individuals from the equitable demographic group. Recruiting efforts and interviews will increase in intensity if the diversity plan is not met, being hiring at a minimum, one woman, one individual that is a racial minority, one member of the LGBTQ+ community, one military veteran and one individual with a physical or mental disability.

Prime Tree seeks to increase the opportunities for individuals from the equitable demographic group to enter the adult-use cannabis industry. Prime Tree will provide informational sessions to 10-25 persons per session to learn about employment opportunities at its facility and will be conducted at a suitable location in Salem depending on the demand at least once a year. The events will be published in the local Salem News and marketed to individuals in the equitable demographic group specifically in the publication- "we are specifically looking for women, minorities, veterans, LGBTQ+, and persons with disabilities to join us."

Prime Tree seeks to partner with as many individuals from the equitable demographic group that can contract with Prime Tree to render services and products. Prime Tree intends to further seek partners from the equitable demographic group that own small businesses in the cities in which we operate. Prime Tree utilizes a non-discriminatory hiring practice for third party vendors and hire third-party vendors from the demographic groups comprising at least 10% of the company's overall annual independent contractor or third-party service contracting. Prime Tree will source its 10% of independent contractors from the demographic groups as follows: (2%) minorities, (2%) women, (2%) veterans, (2%) people with disabilities, and (2%) LGBTQ+.

#### 5. Reconciliation of Plan Success through Metrics:

Prime Tree will reconcile the success of its diversity plan by performing quarterly reviews of company statistics, third-party publications, and personnel reports relative to all actions taken to reach the seven goals. The progress or success of this plan will be demonstrated upon each license renewal period, commencing one year from provisional licensure. In an effort to fully understand the impact of Prime Tree's success, quality reporting from employees involved in effectuating the diversity plan will be reviewed and recommendations implemented. Prime Tree's measurement metrics seek to identify individuals from the equitable demographic group who were hired, retained and promoted;

2. the number of new positions created for individuals from the equitable demographic group since initial licensure;

3. the number and type of trainings, community outreach events, informational sessions,
4. the number of and type of community outreach events, information sessions, and third-party sponsorships; and
5. the number of postings in diverse publications and general publications.