



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR281430  
Original Issued Date: 09/16/2020  
Issued Date: 09/16/2020  
Expiration Date: 09/16/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Green Harbor Dispensary, LLC

Phone Number: 781-974-7782 Email Address: nick@greenharbordispensary.com

Business Address 1: 29 Abbey Lane

Business Address 2:

Business City: Middleborough

Business State: MA

Business Zip Code: 02346

Mailing Address 1: 29 Abbey Lane

Mailing Address 2:

Mailing City: Middleborough

Mailing State: MA

Mailing Zip Code: 02346

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

### PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201920

### RMD INFORMATION

Name of RMD: The Green Harbor Dispensary, LLC

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 16

Percentage Of Control: 33.33

Role: Manager

Other Role: Indirect Owner Via New Dimensions Management Company, Inc.

First Name: Nick

Last Name: Patel

Suffix:

Gender: Male

User Defined Gender:

Date generated: 12/03/2020

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What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 22.9

Percentage Of Control: 33.33

Role: Manager

Other Role: Indirect Owner Via New Dimensions Management Company, Inc.

First Name: Mukesh

Last Name: Patel

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 14.8

Percentage Of Control: 33.33

Role: Manager

Other Role: Indirect Owner Via New Dimensions Management Company, Inc.

First Name: Rashmi

Last Name: Patel

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 14.8

Percentage Of Control:

Role: Other (specify)

Other Role: Indirect Owner Via New Dimensions Management Company, Inc.

First Name: Kamalesh

Last Name: Patel

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 18.5

Percentage Of Control:

Role: Other (specify)

Other Role: Indirect Owner Via New Dimensions Management Company, Inc.

First Name: Jigar

Last Name: Patel

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership: 100

Entity Legal Name: New Dimensions Management Company, Inc

Entity DBA:

DBA

City:

Entity Description: Holding Company

Foreign Subsidiary Narrative:

Entity Phone: 781-974-7782

Entity Email: nick@greenharbordispensary.com

Entity Website:

Date generated: 12/03/2020

Page: 2 of 8

Entity Address 1: 180 Main St.		Entity Address 2:
Entity City: Marshfield	Entity State: MA	Entity Zip Code: 02050
Entity Mailing Address 1: 180 Main St.		Entity Mailing Address 2:
Entity Mailing City: Marshfield	Entity Mailing State: MA	Entity Mailing Zip Code: 02050

**Relationship Description:** New Dimensions Management Company, Inc is a holding company that owns 100% of The Green Harbor Dispensary, LLC. The control of The Green Harbor Dispensary, LLC and management decisions reside with the Managers of The Green Harbor Dispensary, LLC.

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

Entity Legal Name: New Dimensions Management Company, Inc		Entity DBA:	
Email:	Phone: 781-974-7782		
nick@greenharbordispensary.com			
Address 1: 180 Main St.		Address 2:	
City: Marshfield	State: MA	Zip Code: 02050	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided:	Percentage of Initial Capital:
		\$100000	100
Capital Attestation: Yes			

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

First Name: Nick	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC		Business Type: Marijuana Retailer
Marijuana Establishment City: Abington		Marijuana Establishment State: MA

##### Individual 2

First Name: Nick	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC		Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Middleborough		Marijuana Establishment State: MA

##### Individual 3

First Name: Nick	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC		Business Type: Marijuana Cultivator
Marijuana Establishment City: Middleborough		Marijuana Establishment State: MA

##### Individual 4

First Name: Mukesh	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC		Business Type: Marijuana Retailer
Marijuana Establishment City: Abington		Marijuana Establishment State: MA

#### Individual 5

First Name: Mukesh	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Middleborough	Marijuana Establishment State: MA	

#### Individual 6

First Name: Mukesh	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Middleborough	Marijuana Establishment State: MA	

#### Individual 7

First Name: Rashmi	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Abington	Marijuana Establishment State: MA	

#### Individual 8

First Name: Rashmi	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Middleborough	Marijuana Establishment State: MA	

#### Individual 9

First Name: Rashmi	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Middleborough	Marijuana Establishment State: MA	

#### Individual 10

First Name: Jigar	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Middleborough	Marijuana Establishment State: MA	

#### Individual 11

First Name: Jigar	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Middleborough	Marijuana Establishment State: MA	

#### Individual 12

First Name: Jigar	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Abington	Marijuana Establishment State: MA	

#### Individual 13

First Name: Kamalesh	Last Name: Patel	Suffix:
Marijuana Establishment Name: The Green Harbor Dispensary, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Middleborough	Marijuana Establishment State: MA	

#### Individual 14

First Name: Kamalesh	Last Name: Patel	Suffix:
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**Marijuana Establishment Name:** The Green Harbor Dispensary, LLC **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Middleborough **Marijuana Establishment State:** MA

#### Individual 15

**First Name:** Kamalesh **Last Name:** Patel **Suffix:**  
**Marijuana Establishment Name:** The Green Harbor Dispensary, LLC **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Abington **Marijuana Establishment State:** MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

**Establishment Address 1:** 79 Shank Painter Rd.  
**Establishment Address 2:**  
**Establishment City:** Provincetown **Establishment Zip Code:** 02657  
**Approximate square footage of the establishment:** 1995 **How many abutters does this property have?:** 76  
**Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?:** Yes

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Agreement Certification Form - Provincetown.jpg	jpeg	5dd49aef26aa77532085c04a	11/19/2019
Community Outreach Meeting Documentation	Community Outreach - Provincetown.pdf	pdf	5e5ff0bbd2a4e44405838f60	03/04/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning - Provincetown.pdf	pdf	5efcc56eb9c15e6c26b8f7d7	07/01/2020

**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	Plan for Positive Impact.pdf	pdf	5efcc60311b1427aed09a12f	07/01/2020

#### ADDITIONAL INFORMATION NOTIFICATION

**Notification:** I understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

**Role:** Manager **Other Role:** Indirect Owner Via New Dimensions Management Company, Inc  
**First Name:** Nick **Last Name:** Patel **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

##### Individual Background Information 2

**Role:** Manager **Other Role:** Indirect Owner Via New Dimensions Management Company, Inc  
**First Name:** Mukesh **Last Name:** Patel **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

#### Individual Background Information 3

**Role:** Manager **Other Role:** Indirect Owner Via New Dimensions Management Company, Inc  
**First Name:** Rashmi **Last Name:** Patel **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

#### Individual Background Information 4

**Role:** Other (specify) **Other Role:** Indirect Owner Via New Dimensions Management Company, Inc  
**First Name:** Jigar **Last Name:** Patel **Suffix:**  
**RMD Association:** RMD Owner  
**Background Question:** no

#### Individual Background Information 5

**Role:** Other (specify) **Other Role:** Indirect Owner Via New Dimensions Management Company, Inc  
**First Name:** Kamalesh **Last Name:** Patel **Suffix:**  
**RMD Association:** RMD Owner  
**Background Question:** no

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

**Role:** Other (specify) **Other Role:** Holding Company  
**Entity Legal Name:** New Dimensions Management Company, Inc **Entity DBA:**  
**Entity Description:** Holding Company  
**Phone:** 781-974-7782 **Email:** nick@greenharbordispensary.com  
**Primary Business Address 1:** 180 Main St. **Primary Business Address 2:**  
**Primary Business City:** Marshfield **Primary Business State:** MA **Principal Business Zip Code:** 02050  
**Additional Information:** Holding Company that owns 100% of The Green Harbor Dispensary, LLC.

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Green Harbor Certificate of Organization.pdf	pdf	5e13fb63b7ff09534ba02910	01/06/2020
Bylaws	The Green Harbor Dispensary Operating Agreement.pdf	pdf	5e18e737bb37d053183e116d	01/10/2020
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing.pdf	pdf	5e18e77cef24345344e51798	01/10/2020
Department of Revenue - Certificate of Good standing	DOR Certificate of Good Standing.pdf	pdf	5e8cd2ea1cdd2e3910a53990	04/07/2020
Department of Revenue - Certificate of Good standing	DUA Certificate of Good Standing.pdf	pdf	5e8cd2f69a385038d9d8b531	04/07/2020

No documents uploaded

Massachusetts Business Identification Number: 001303108

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5e18ef08f76dd253236e48db	01/10/2020
Proposed Timeline	Proposed Timeline_Provincetown.pdf	pdf	5e18ef435e2d54535a9c4869	01/10/2020
Business Plan	GHD Business Plan_Provincetown.pdf	pdf	5e18f67738f8ab571d6e4ebf	01/10/2020

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	Plan For Maintaining Financial Records.pdf	pdf	5e18efc7541f65570b949ab3	01/10/2020
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana OR Marijuana Products.pdf	pdf	5e18f2ccb7ff09534ba0355c	01/10/2020
Inventory procedures	Inventory Procedures_CMO.pdf	pdf	5e18f381cb8cc6573ebd3cab	01/10/2020
Prevention of diversion	Prevention of Diversion Plan_CMO.pdf	pdf	5e18f460bb37d053183e11da	01/10/2020
Storage of marijuana	Plan For Storage of Marijuana_CMO.pdf	pdf	5e18f48a00f72d57285f0cfe	01/10/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5e18f4bdd74bf6532ea02de1	01/10/2020
Record Keeping procedures	Policy - Recordkeeping.pdf	pdf	5e18f584cb8cc6573ebd3cb4	01/10/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5e18f5d4b7ff09534ba03574	01/10/2020
Security plan	Security Plan.pdf	pdf	5e8cd4621cdd2e3910a539a7	04/07/2020
Transportation of marijuana	Policy - Transportation.pdf	pdf	5e8cd6a5961ad539052beb99	04/07/2020
Restricting Access to age 21 and older	Plan for Restricting Access to 21 Only.pdf	pdf	5e8cd6dcf0445c357cb08186	04/07/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5e8cd708b014bf38e46ceb63	04/07/2020
Separating recreational from medical operations, if applicable	Seperating Rec from Medical Ops.pdf	pdf	5e8cd75c1cdd2e3910a539d3	04/07/2020
Personnel policies including background checks	Policy - Personnel Records including Background Checks.pdf	pdf	5e8d17615f1da0353e2b3cbb	04/07/2020
Diversity plan	Diversity Plan.pdf	pdf	5efcd4166dc9337ae20f5022	07/01/2020

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

### ATTESTATIONS

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

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

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

Notification: I Understand

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

I 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: I Understand

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM

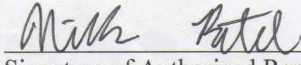


## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

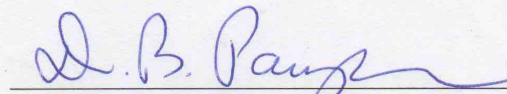
### Applicant

I, NICK PATEL, (insert name) certify as an authorized representative of GREEN HARBOR DISPENSARY (insert name of applicant) that the applicant has executed a host community agreement with TOWN OF PROVINCETOWN (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 11.30.2018 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, DAVID PANAGORE, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for TOWN OF PROVINCETOWN (insert name of host community) to certify that the applicant and TOWN OF PROVINCETOWN (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 11.30.2018 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

## Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Nick Patel, (*insert name*) attest as an authorized representative of The Green Harbor Dispensary, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 20, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 9, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 9, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 13, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.



# CLASSIFIEDS

TOWN.WICKEDLOCAL.COM/LOCAL/CLASSIFIEDS

premises located at 7 Kings Way, Provincetown, MA 02657 will be sold at a Public Auction at 3:00 PM on May 22, 2019, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

All that certain parcel of land situated in Provincetown, County of Barnstable and State of Massachusetts, being known and designated as Lot 2 on a plan of land in Provincetown, MA, as surveyed for Kings Way Realty Trust, November, 1999 and recorded in Barnstable County Registry of Deeds as Book 553, Page 71.

Being the same property as conveyed from Bethany Tasha-Edwards, Trustee of Kings Way Real Estate Trust, u/d/t dated recorded in Barnstable Registry of Deeds, in Book 9661, Page 204 to Thomas Edwards, individually, as described in Deal Book 13796, Page 293, Dated 04/03/2001, Recorded 05/03/2001 in BARNSTABLE County Records.

For mortgagor's title see deed recorded with the Barnstable County Registry of Deeds in Book 20694, Page 88.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of \$10,000.00 as a deposit must be shown at the time and place of the sale in

Other terms to be announced at the sale.

The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificateholders, CWALT, Inc., Alternative Loan Trust 2006-ET1 Mortgage Pass-Through Certificates, Series 2006-9T1

Korde & Associates, P.C.  
900 Chelmsford Street  
Suite 3102  
Lowell, MA 01851  
(978) 256-1500  
Edwards, Bethany T., 16-027849

PTown Banner 4/25, 5/2 & 5/9, 2019  
CN13790858

## PROVINCETOWN

### NOTICE FOR THE GREEN HARBOR DISPENSARY, LLC COMMUNITY OUTREACH

Notice is hereby given that The Green Harbor Dispensary, LLC. will hold a Community Outreach Meeting on **May 20, 2019** at Pilgrim House, 336 Commercial St., Provincetown from 5:00 pm to 6:00 pm to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Provincetown. The Green Harbor Dispensary, LLC. intends to apply for a license to operate for an Adult-use Marijuana Establishment license as a Marijuana Retailer to be located at 79 Shank Painter Rd., Provincetown in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Topics to be discussed at the meeting will include, but not be

representatives about Green Harbor Dispensary, LLC's proposed facility and operations.

P/T Banner 5/9/19  
CN13796470

IFB/Muni Airport

### PROVINCETOWN MUNICIPAL AIRPORT (PVC) PROVINCETOWN, MASSACHUSETTS INVITATION FOR BIDS

The Town of Provincetown, acting through the Provincetown Municipal Airport Commission, invites sealed bid proposals for furnishing all labor and materials and performing all work in connection with a construction contract at the Provincetown Municipal Airport, Provincetown, Massachusetts as follows:

"REALIGN TAXIWAY 'B' AND OTHER AIRPORT IMPROVEMENTS" AIP No. 3-25-0043-04X-2019

The sealed bid proposals will be received until 11:00 a.m. prevailing time, Friday, May 17, 2019, at the Provincetown Town Hall, Office of the Town Manager, Provincetown Town Hall, 260 Commercial Street, Provincetown, Massachusetts 02657 and at that time they will be publicly opened and read.

A Pre-bid conference will be held at the office of the Airport Manager at the Provincetown Municipal Airport, 176 Race Point Road, Provincetown, Massachusetts 02657, at 1:00 p.m. Tuesday, May 7, 2019. Contractor attendance is highly recommended but not mandatory.

A certified check or bid bond in an amount not less than 5% of the bid price for the Contract work will be required from each bidder. The bid security made

242-9222).

Drawings and Specifications may only be obtained from the office of Jacobs, at 120 St. James Avenue, Boston, Massachusetts 02116, (617) 242-9222.

Drawings and Specifications will be available starting April 12, 2019, and may only be obtained at the office of Jacobs, at 120 St. James Avenue, Boston, Massachusetts 02116, (617) 242-9222.

When physical copies of Drawings and Specifications are taken out, a deposit of \$50.00 will be required for each complete set of Drawings and Specifications. Check shall be made payable to the Provincetown Municipal Airport Commission. This deposit will be refunded in full upon the return of the complete set of drawings and specifications in good condition to the office of Jacobs, at the bid opening, or within ten calendar days thereafter. No refund will be made for documents received after this period. Requests to mail copies of drawings and specifications will be honored only upon receipt, for each set, of an additional \$30.00 mailing fee (separate check made payable to Jacobs) which is non-returnable. Requests to mail copies should be sent to Jacobs, 120 St. James Avenue, Boston, Massachusetts 02116.

Requests to express mail (overnight, etc.) copies of drawings and specifications will be honored only after receiving the \$50.00 deposit and the express mail account number from the party requesting each set of drawings and specifications. The \$30.00 mailing fee is not required if express mail service is requested.

The proposed development to be accomplished under this Contract will be subject

Assurance and or Certification statements of the Bidder as provided in the bid documents must be executed (signed) and submitted at the time of the bid opening. These certifications are intended to satisfy the Federal Aviation Administration (FAA), Massachusetts DOT Aeronautics Division (MassDOT/AD), and Town laws relative to the non-segregation, non-discrimination, and DBE practices.

Attention of bidders, is particularly called to the requirements as to conditions of employment, the minimum wage rates to be paid under this contract and to procedures under the appropriate sections, as amended, of the General Laws of Massachusetts and the Federal Government.

The Provincetown Municipal Airport Commission reserves the right to waive any informalities or to reject any or all bids, or to accept any other than the lowest bidder, should it be deemed to be in the best interest of the Town or the Commission to do so.

Postmarked submissions will not be accepted. If using a commercial carrier such as FedEx, please allow two days for delivery, as deliveries are normally received after 2:00 p.m. each day.

No bidder may withdraw his/her bid within one hundred eighty (180) days after actual date of the bid opening.

Awarding Authority  
Provincetown Municipal Airport Commission  
Provincetown Municipal Airport  
Provincetown, Massachusetts

Banner 5/2 & 9, 2019  
CN13793576

Provincetown



Attachment B and C are the same because the same notice was crafted for both filing with the town and mailing the abutters.

NOTICE FOR THE GREEN HARBOR DISPENSARY, LLC COMMUNITY OUTREACH

Notice is hereby given that The Green Harbor Dispensary, LLC. will hold a Community Outreach Meeting on May 20, 2019 at Pilgrim House, 336 Commercial St., Provincetown from 5:00 pm to 6:00 pm to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Provincetown. The Green Harbor Dispensary, LLC. intends to apply for a license to operate for an Adult-use Marijuana Establishment license as a Marijuana Retailer to be located at 79 Shank Painter Rd., Provincetown in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Topics to be discussed at the meeting will include, but not be limited to: the type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address; plans for maintaining a secure facility; plans to prevent diversion to minors; plans to positively impact the community; and plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from The Green Harbor Dispensary, LLC.'s representatives about Green Harbor Dispensary, LLC.'s proposed facility and operations.

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Interested members of the community are encouraged to ask questions and receive answers from The Green Harbor Dispensary, LLC.'s representatives about Green Harbor Dispensary, LLC.'s proposed facility and operations.

# The Green Harbor Dispensary, LLC

## **Plan to Remain Compliant with Local Zoning**

The Green Harbor Dispensary, LLC (“GHD”) will remain compliant at all times with the local zoning requirements set forth in the Provincetown Zoning By-Laws. In accordance with the Provincetown Zoning By-Laws, GHD’s proposed Marijuana Retailer establishment is located in the General Commercial Zoning District, which permits Marijuana Retailers by Special Permit. In compliance with Provincetown Zoning By-Laws, the property is not located within 100 feet of a pre-existing school or daycare.

As requested in the RFI, below are the local licensing requirements for Provincetown. The local licensing requirements are special permit (not by right), building permit, certificate of occupancy, and finally a local marijuana retail license issued by the Licensing Board in Provincetown. The local retail license can only be applied for and issued after receiving Final License from the CCC. GHD has completed and received special permit from the town on Nov 14, 2019 which was filed with the local county. There is no expiration or renewal needed on the special permit for Provincetown. There are no other requirements or zoning approvals needed as this is an interior renovation of less than 2000 sq ft.

We will remain compliant by receiving all the approvals listed above and adhering to Provincetown By-Laws and the processes imposed by the town. Special Permit has been completed and the building permit has been applied for and the certificate of occupancy will be received when the buildout is complete.



# The Green Harbor Dispensary, LLC

## Positive Impact Plan

### Overview:

The Green Harbor Dispensary, LLC (“GHD”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified

1. 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. The designation of these areas will be re-evaluated periodically;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

### Goals:

To positively impact the aforementioned area of disproportionate impact, GHD has established the following goals:

- Ensuring that at least 10% of the GHD team consists of past or present residents of areas of disproportionate impact by providing annual staffing audit;
- Participate in community “clean-up” initiatives in areas of disproportionate impact annually

### Programs:

GHD has developed specific programs to effectuate its stated goals to positively impact the Target Community. Such programs will include the following:

- When there are job openings/availability between GHD’s multiple locations, local advertisement of jobs or a job fair will be made at least once per year on a rotating basis between the following cities: Fall River, Wareham, Abington, Taunton
- Volunteer for 40 hours of community service clean-up initiatives in Wareham, Taunton, or another area of disproportionate impact on an annual basis

### Measurements:

The CEO/COO will administer the Plan and will be responsible for developing measurable outcomes to ensure GHD continues to meet its commitments. Such measurable outcomes, in accordance with GHD goals and programs described above, include:

- Total number of GHD team members that are past or present residents of areas of disproportionate impact/Total number of GHD team members across its locations.
- Auditing GHD financials to ensure that GHD can make its above-mentioned donation

- Number of volunteer hours given by each GHD team member will be documented and tracked along with date/time and location. The sum of all volunteer hours by GHD team shall be greater than or equal to 40 hours on an annual basis

At a minimum, GHD will document the progress or success of its plan upon renewal (one year from provisional licensure, and each year thereafter)

Acknowledgements:

GHD will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

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

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# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

FORM MUST

The Green Harbor Dispensary, Inc. is a registrant  
with the Department of Public Health  
in accordance with 105 CMR 725.100(C)  
as of November 17, 2017.

Bryan Harter

Director

Medical Use of Marijuana Program  
Bureau of Healthcare Safety and Quality  
Massachusetts Department of Public Health

(1) Exact name of corporation prior to conversion: THE GREEN HARBOR DISPENSARY, INC.

001299254

(2) Registered office address: 120 HANNAH NILES WAY, BRAINTREE, MA 02184

(number, street, city or town, state, zip code)

(3) New name after conversion, which shall satisfy the organic law of the surviving entity:

THE GREEN HARBOR DISPENSARY, LLC

(4) New type of entity: Limited Liability Company

(5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.

(6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.

(7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: 01/02/2018

Signed by: mms h?u

(signature of authorized individual)

(Please check appropriate box)

- ☐ Chairman of the board of directors,  
☒ President,  
☐ Other officer,  
☐ Court-appointed fiduciary,

on this 28<sup>th</sup> day of OCTOBER, 2017

P.C.

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PC

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

- (1) Exact name of corporation prior to conversion: THE GREEN HARBOR DISPENSARY, INC.
- (2) Registered office address: 120 HANNAH NILES WAY, BRAINTREE, MA 02184  
(number, street, city or town, state, zip code)
- (3) New name after conversion, which shall satisfy the organic law of the surviving entity:  
THE GREEN HARBOR DISPENSARY, LLC
- (4) New type of entity: Limited Liability Company
- (5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.
- (6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.
- (7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: 01/02/2018

Signed by:   
(signature of authorized individual)

(Please check appropriate box)

- ☐ Chairman of the board of directors,  
☒ President,  
☐ Other officer,  
☐ Court-appointed fiduciary,

on this 28<sup>th</sup> day of OCTOBER, 2017

(6) Information required to be set forth in the public organic document of the surviving entity.

**THE GREEN HARBOR DISPENSARY LLC**

**CERTIFICATE OF ORGANIZATION**

Pursuant to Chapter 156C of the Laws of the Commonwealth of Massachusetts (hereinafter the "Act") the undersigned hereby certifies as follows:

1. **Name.** The name of the limited liability company is The Green Harbor Dispensary LLC (hereinafter the "LLC").
- 2a. **Principal Office.** The street address of the office of the LLC for purposes of the Act is:  
120 Hannah Niles Way, Braintree, MA 02184.
- 2b. **Keeper of Records.** The street address where the records of the LLC are maintained is:  
120 Hannah Niles Way, Braintree, MA 02184
3. **Business of the LLC.** The general character of the business of the LLC shall be the cultivation, transportation and distribution of cannabis, to the extent permitted and in accordance with Massachusetts law, and any other business in which a Massachusetts limited liability company is authorized to engage.
4. **Date of Dissolution.** The LLC has no specific date of dissolution.
5. **Resident Agent.** As of the date hereof, the following person has been appointed and has agreed to act as resident agent of the LLC:

Mukesh H. Patel  
120 Hannah Niles Way  
Braintree, MA 02184

6. **Managers.** As of the date hereof, the following persons have been appointed and have agreed to act as Managers of the LLC:

Mukesh H. Patel	Jigar G. Patel	Pravinchandra Patel
120 Hannah Niles Way	312 Rebecca Road	29 Howard Avenue
Braintree, MA 02184	Whitinsville, MA 01588	Randolph, MA 02368

7. **Execution of Documents.** The Manager is authorized to execute any document to be filed with the office of the Secretary of State of the Commonwealth of Massachusetts, to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court, and to execute, acknowledge, deliver and file or record any instrument, document or certificate, which execution, acknowledgment, delivery, filing and/or recording shall bind the LLC, without further action.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**Articles of Entity Conversion of a  
Domestic Business Corporation to a  
Domestic Other Entity**  
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$700 having been paid, said articles are deemed to have been filed with me this 13<sup>th</sup> day of December, 2017, at 11:22 a.m. time p.m.

Effective date: 2<sup>nd</sup> of January 2018  
(must be within 90 days of date submitted)



WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

  
Examiner

  
Name approval

2017 AR filed

C

M

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION  
Contact Information:

JOHN F. BRADLEY

PRINCE LOBEL TYE LLP - 1 INTERNATIONAL PLACE

SUITE 3700, BOSTON, MA 02110

Telephone: (617) 456-8000

Email: JBRADLEY@PRINCELOBEL.COM

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SECRETARY OF THE  
COMMONWEALTH  
2017 DEC 13 AM 11:22  
CORPORATIONS DIVISION

1301870

**OPERATING AGREEMENT**

**OF**

**THE GREEN HARBOR DISPENSARY LLC**

Dated as of January 2, 2019

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**OPERATING AGREEMENT**  
**of**  
**THE GREEN HARBOR DISPENSARY LLC**

THIS OPERATING AGREEMENT (this “Agreement”) of The Green Harbor Dispensary LLC, a Massachusetts limited liability company (the “Company”), is made as of January 2, 2019, by and among the Company, the Persons identified on the signature page hereto as “Members” and the Persons identified on the signature page hereto as the “Manager(s)”.

**RECITALS**

WHEREAS, the Company was converted from a corporation and organized as a limited liability company under the laws of the Commonwealth of Massachusetts effective as January 2, 2018 in accordance with the provisions of the Massachusetts Limited Liability Company Act by the filing of Articles of Conversion and a Certificate of Organization (the “Certificate”) in the Office of the Secretary of State of the Commonwealth of Massachusetts.

WHEREAS, the Company, the Members and the Manager wish to set out fully their respective rights, obligations and duties regarding the Company and its affairs, assets, liabilities and the conduct of its business;

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge, the Company, the Members and the Manager hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Agreement, capitalized terms used, and not otherwise defined, herein shall have the meanings set forth below:

“Act” shall mean the Massachusetts Limited Liability Company Act and any successor statute, as amended from time to time.

“Affiliate” shall mean, as to any Member, any Person that (i) directly or indirectly Controls, is Controlled by or is under common Control with such Member; (ii) directly or indirectly owns a beneficial interest of ten percent (10%) or more in such Member or (iii) is a Family Member.

“Assumed Tax Rate” shall mean the highest effective marginal statutory combined federal, state, municipal and local income tax rate for any Fiscal Year prescribed for an individual residing in Boston, Massachusetts, taking into account the character (e.g., long-term or short-term capital gain, ordinary or exempt) of the applicable income (but without taking into account any deductibility of state and local income taxes for federal income tax purposes).

“Agreement” shall have the meaning set forth in the Preamble.

“Capital Account” shall have the meaning set forth in Section 5.1(b) hereof.

“Capital Contributions” shall have the meaning set forth in Section 3.1 hereof.

“Capital Event Proceeds” means: (a) the net amount of cash received by the Company from a Capital Transaction, after (i) the deduction of all associated fees, expenses and costs paid or payable by the Company, and (ii) such other reserves as the Manager may establish in its discretion. Capital Event Proceeds shall include: (a) all principal and interest payments with respect to any note or other obligation received by the Company in connection with a Capital Transaction; and (b) amounts distributed to the Company as an owner of another entity to the extent that the amount distributed, in the hands of the distributing entity, is in the nature of Capital Event Proceeds. Amounts released from a reserve of Capital Event Proceeds shall be treated as Capital Event Proceeds.

“Capital Transaction” means: (i) any liquidation (as defined in Treasury Regulation 1.704-1(b)(2)(iv)(g)) or dissolution; of the Company; (ii) a merger, conversion into a corporation, consolidation or other combination of the Company with or into any Person; or (iii) a sale or other disposition of all or substantially all of the Company’s assets in a single transaction or in a series of related transactions; (iv) any refinancing of the indebtedness secured by Company Property.

“Certificate” shall have the meaning set forth in the Recitals above.

“Claim” shall have the meaning set forth in Section 10.2.

“Code” shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time (or any corresponding provisions of succeeding law).

“Company” has the meaning given that term in the opening paragraph.

“Company Property” shall mean and include all property owned by the Company, whether real or personal and tangible or intangible.

“Control” and “Controlling” means either ownership of a majority of the outstanding voting interests with full right to vote the same and/or the capacity (whether or not exercised) to manage or direct the management of the business or affairs of the relevant Person.

“Depreciation” shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

“Economic Interest” shall mean an interest in the Company’s Profits, Losses and distributions of the Company’s assets pursuant to this Operating Agreement and the Act arising from the transfer of Units (together with the appropriate portion of the transferor’s Capital Contribution and Percentage Interest) which has not received any consent required hereunder, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members.

“Economic Interest Owner” shall mean the owner of an Economic Interest who is not a Member.

“Event of Withdrawal” shall mean (i) the bankruptcy or insolvency of any Member, a general assignment for the benefit of creditors of a Member, or the occurrence of any event causing the termination of a Member’s interest in the Company; or (ii) the assumption by a legal representative or successor in interest of control over the rights of a Member due to the death or incompetence of an individual Member, or dissolution or termination of any entity which is a Member or (iii) the failure of any Member at any time to qualify as a party under all applicable law allowed to hold an interest in a Registered Marijuana Dispensary Certificate of Registration issued pursuant to Mass. General Laws Ch. 94G or Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012 and its implementing regulations 105 CMR 725.000, et seq.

“Fair Market Value” shall mean, as of any date and as to any asset, the price which a knowledgeable, willing buyer would pay to a knowledgeable, willing seller for such asset, neither buyer nor seller being under any obligation to engage in such transaction.

“Family Member” shall mean and include a Member’s spouse, parent, child, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece or in-law (whether naturally or by marriage or adoption) of such Member or the spouse of such Person; and trusts for the benefit of each of the foregoing.

“Fiscal Year” shall have the meaning set forth in Section 2.9 hereof.

“Gross Asset Value” shall mean with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Manager, provided, that if the contributing Member is a member of the Manager, the determination of fair market value of a contributed asset shall be made by independent appraisal;

(ii) The Gross Asset Value of all Company assets shall be adjusted from time to time to reflect their respective gross fair market values, as determined by the Manager taking into account: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company Property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided, however, that the adjustments pursuant to clauses (A) and (B) above shall only be made if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Manager provided, that if the distributee is a member of the Manager, the determination of fair market value of such distributed asset shall be made by independent appraisal; and

(iv) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Value shall not be adjusted pursuant to this subparagraph (iv) to the extent the Manager determines that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever.

“Majority of Members” shall mean, as of any date, the holders of the Units constituting a majority of all issued and outstanding Units.

“Manager” shall have the meaning set forth in the introductory paragraph, as from time to time replaced in accordance herewith, and may refer to both the singular and the plural, as the context does so admit.

“Member” shall have the meaning set forth in the Recitals. For the avoidance of doubt, “Member” shall mean and include all holders of any Units of Membership Interest and each Economic Interest Owner except that the Economic Interest Owner shall not have any rights to participate in the management of the Company, or the right to vote on, consent to or otherwise participate in any decision of the Members or the Manager.

“Member Bankruptcy” shall have the meaning set forth in Section 9.5 hereof.

“Operating Proceeds” shall have the meaning set forth in Section 5.5 hereof.

“Percentage Interest” shall mean, with respect to any Member, as of any date, the ratio (expressed as a percentage) of all of such Member’s Units on such date to the aggregate Units of all Members on such date. In the event that all or any portion of a Member’s Units are transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor to the extent it relates to the transferred Units.

“Person” shall mean a natural person or any corporation, association, joint venture, limited liability company, general or limited partnership, trust or other legal person or entity.

“Profits” and “Losses” shall mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such Fiscal Year or other period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this definition of “Profits and “Losses” shall be added to such taxable income or loss;

(ii) Any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits and Losses pursuant to this definition of “Profits and Losses” shall be subtracted from such taxable income or loss;

(iii) In the event that the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(iv) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of “Depreciation”;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s interest in the Company, the amount of such adjustment shall be treated as an item of gain (if such item increases the basis of such asset) or loss (if the adjustment decreases the basis of such asset) from the disposition of the asset and shall be taken into account for purposes of computing Profit or Loss;

“Regulations” shall mean the rules and regulations promulgated by the Internal Revenue Service pursuant to the Code.

“Taxing Jurisdiction” shall have the meaning set forth in Section 5.4 hereof.

“Transfer” shall mean any offer, sale, conveyance, assignment, hypothecation, pledge, encumbrance, grant of a security interest in, transfer, or other disposition (including any gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy)) of any Unit or any rights therein.

“Transferee” shall mean and include any recipient of a Transfer pursuant to Article VII hereof.

“Units” and “Units of Membership Interests” shall represent the Members’ interests in the Company’s Profits and Losses, distributions of the Company’s assets pursuant to this Operating Agreement and the Act, holder’s Capital Contribution and Percentage Interest and all rights granted to Members to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or the Manager. Units shall include any Class of Units created hereunder.

“Withdrawing Member” shall have the meaning set forth in Section 7.5 hereof.

## ARTICLE II THE LIMITED LIABILITY COMPANY

2.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Act, and the Certificate was filed in the Office of the Secretary of State of the Commonwealth of Massachusetts as of the date set forth in the Recitals in conformity with the Act.

2.2 Name. The business of the Company shall be carried on in the name of the Company with such variations and changes as the Manager shall determine or deem necessary to comply with the requirements of the jurisdictions in which the Company's operations are conducted.

2.3 Registered Office; Registered Agent. The name and address of the Company's registered agent in the Commonwealth of Massachusetts is Mukesh H. Patel, 120 Hannah Niles Way, Braintree, Massachusetts 02184.

2.4 Principal Place of Business. The principal place of business of the Company shall be at 120 Hannah Niles Way, Braintree, Massachusetts 02184 or such other location as the Manager may select from time to time.

2.5 Business Purpose of the Company. The Company is organized for the purposes of directly or indirectly engaging in the acquisition, development, construction, finance and transfer of real estate and interests therein, and engaging in all other lawful business that a limited liability company may conduct in accordance with the Act.

2.6 Powers. The Company shall have all the powers necessary or convenient to carry out its purposes including, without limitation, all powers granted by the Act. In furtherance, and not in limitation, of the foregoing, the Company shall have the power to engage in the following activities:

(a) to enter into and perform its obligations under any ground lease, residential or commercial lease, loan, mortgage, and/or security, other agreements contemplated by any of the foregoing and contracts, instruments and agreements incidental to the operation of the Property;

(b) to enter into and perform its obligations under such contracts, agreements, instruments and arrangements as the Manager may deem necessary or appropriate in connection with the management and operation of the Company including, without limitation, contracts, agreements and arrangements with vendors, consultants, advisers, accountants, attorneys and other service providers;

(c) to enter into any contract, agreement or arrangement with any member, Manager, principal or guarantor of the obligations of the Company, or any Affiliate of any of the foregoing, provided that the terms and conditions of any such contract, agreement or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party;

(d) to admit members and to accept capital contributions from time to time from the Members;

(e) to distribute to the Members all available cash to the extent that such distributions of other available cash are not prohibited by applicable law and are otherwise in accordance with the terms and provisions of this Agreement;

(f) to pay (or to reimburse one or more Affiliates for) (i) the organizational, start-up and routine transactional and maintenance expenses of the Company, including the creation, assumption or incurrence of obligations to pay service providers to the Company and other ordinary course expenses of maintaining its existence and carrying out its various purposes under this Agreement and (ii) the fees, costs and expenses incurred in connection with the issuance and sale of Units ; and

(g) to engage in any other lawful activities which are necessary to accomplish the foregoing or are incidental thereto or necessary in connection therewith.

2.7 LLC Formalities; Financial Statements. The Company shall abide by all limited liability company formalities, including the maintenance of current minute books, and the Company shall cause its financial statements to be prepared in accordance with generally accepted accounting principles in a manner that indicates the separate existence of the Company and its assets and liabilities and not permit its assets to be listed on the financial statements of any other entity, except that the assets and liabilities of the Company may be consolidated with one or more Affiliates in accordance with generally accepted accounting principles. The Company shall not assume the liabilities of any Member or any Affiliate of any Member and shall not guarantee the liabilities of any Member or any Affiliate of any Member thereof.

2.8 Continuation. Subject to the provisions of Article IX, the Company shall have perpetual existence.

2.9 Fiscal Year. The fiscal year (the “Fiscal Year”) of the Company for financial statement and accounting purposes shall end on the 31st day of December in each year.

### ARTICLE III MEMBERS

3.1 Members. No Person may become a Member unless he, she or it is admitted in accordance with this Agreement, and also qualifies as a Person allowed to hold an interest in all licenses and registrations held by the Company, including to the extent applicable: (a) a Registered Marijuana Dispensary Certificate of Registration issued pursuant to the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012, or Mass. General Laws Ch. 94I and their implementing regulations 105 CMR 725.000, et seq. as applicable; and (b) any Final License(s) for a Marijuana Establishment pursuant to Ch. 55 of the Acts of 2017, Mass. General Laws Ch. 94G and its implementing regulations 935 CMR 500.000, et seq., and 935 CMR 502.000, et seq., each as applicable to the Company’s business.

3.2 Roster. The Company shall maintain a roster of the Members and the number of Units and amounts or other property contributed to the initial capital of the Company (the “Capital Contribution”), as well as all Additional Capital Contributions, of each.

3.3 Actions Requiring the Consent of Members. Except as provided in Sections 3.8 no Member shall, or shall have any right to, participate in the management of the Company merely by virtue of such Member’s status as a Member. All authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company’s business is, and shall be vested in the Manager.

3.4 Meetings of Members. At any time and from time to time, the Manager may, but shall not have any obligation to, call meetings of the Members. Written notice of any such meeting shall be given to all Members not less than five (5) days and not more than sixty (60) days prior to the date of such meeting. A Majority of the Members shall constitute quorum for all purposes at any such meeting. Each meeting shall be conducted by the Manager or a designee of the Manager. Each Member may authorize any other Person (regardless of whether such Person is a Member) to act on its behalf with respect to all matters on which such Member is entitled to consent or otherwise participate. Any proxy must be signed by the Member giving such proxy or by such Member's attorney-in-fact.

3.5 Liability of the Members.

(a) No Liability for Company Obligations. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall have any obligation with respect to for any such debt, obligation or liability of the Company solely by reason of being the Member.

(b) Limitation on Liability. Except as otherwise expressly required by law, no Member shall have any liability in excess of: (i) the amount of its capital contribution to the Company, (ii) its share of any assets and undistributed profits of the Company, and (iii) the amount of any distributions wrongfully distributed to it.

3.6 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the Company and to each other Member and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that it has no right to withdraw and have its Units of Membership Interest repurchased by the Company, (c) it is acquiring its Units of Membership Interest in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof and (d) it understands that the Units of Membership Interests have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with.

3.7 Power to Bind the Company. No Member, in its capacity as a Member, shall take part in the management or control of the business of the Company, transact any business in the name of the Company, have the power or authority to bind the Company or to sign any agreement or document in the name of the Company, or have any power or authority with respect to the Company except (i) as expressly provided in this Agreement, (ii) as directed by the Manager or (iii) as provided in the Certificate of Formation, as the same may be amended from time to time.

3.8 New Units. After the date hereof, new units may be issued by the Company only with the prior written consent of the Managers and a Majority of the Members

## ARTICLE IV MANAGEMENT OF THE COMPANY



4.1 Management by the Manager(s). Except as specified in Section 4.3, all management and other responsibilities shall be vested solely in the Manager and the Members shall have no voting rights with respect thereto. The powers of the Company shall be exercised by or under the authority of, and the daily business and affairs of the Company shall be managed under the direction of, the Manager, which shall make all decisions and take all actions for the Company. All services to be furnished by the Manager may be delegated to and furnished by an officer or employee of the Manager, an officer or employee of a Member of the Manager, or any other Person or agent designated or retained by the Manager. Decisions or actions taken by the Manager in accordance with this Agreement shall constitute decisions or actions by the Company and shall be binding on the Company. In connection with the management of the business and affairs of the Company, without limiting the foregoing, the Managers for and in the name of, and on behalf of Company, without any approval by or Consent of the Members, are hereby authorized:

(a) to execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, financing, management, maintenance, operation and disposition of any Company asset;

(b) to borrow money from other Managers, the Members or third parties, to issue evidences of such indebtedness as is necessary, convenient or incidental to the accomplishment of the purposes of Company, and to secure the same by mortgage, pledge or other Lien on any Company asset;

(c) to prepay in whole or in part, renew, refinance, recast, consolidate, increase, modify or extend any debt of Company, and in connection therewith to execute and record any documents relating thereto;

(d) to enter into agreements to employ agents, attorneys, accountants, engineers, appraisers, or other consultants or contractors who may be Affiliates of, or otherwise affiliated with, any one or more of the Managers or Members, and to enter into agreements to employ any Member, Manager, or other Person to provide management or other goods and/or services to Company; *provided, that* any employment of such Member, Manager or Person is on terms not less favorable to Company than those offered by Persons who are not Affiliates of a Manager or Member for comparable good or services;

(e) to pay out of Company funds any and all fees and make any and all expenditures which the Manager, in its sole discretion, deems necessary or appropriate in connection with the organization of Company, the management of the affairs of Company, and the carrying out of the Manager's obligations and responsibilities under this Agreement and the Act;

(f) except as otherwise directed by the Tax Matters Partner with respect to those matters within the powers of the Tax Matters Partner, to make and revoke any election permitted to Company by any taxing authority in such manner as the Manager may decide, and to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of Company, unless the same are contested by the Tax Matters Partner, which the Tax Matters Partner is hereby expressly authorized to do; and

(g) except as otherwise provided herein, to engage in any kind of activity and perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of Company as may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts (including, without limitation, the Act) and in each jurisdiction where Company has qualified or is doing business (including, without limitation, their respective limited liability company acts or analogs thereof).

For the avoidance of doubt, the Company may enter into any contract, agreement or arrangement (whether for the provision of services or otherwise) with any Affiliate of the Company or of any member of the Manager provided that the terms and conditions of any such contract, agreement or arrangement shall be commercially reasonable, shall reflect competitive market rate pricing and shall otherwise be substantially similar to those that would be available on an arm's length basis with an unaffiliated third party.

4.2 Manager. The Company may have one or more persons serving as Managers from time to time. Initially, the Manager shall mean the Managers initially signing below. The Manager(s) shall act by majority vote. For clarification, any right, power or authority granted herein to a "Manager" in the singular shall require the consent of a majority of the Managers then in office. Meetings of the Manager shall be held at such places and times and with such frequency as is determined by the Manager. Accurate minutes of any meeting of the Manager shall be maintained by the Manager.

4.3 Removal or Replacement of the Manager. Each Manager shall serve until such Manager: dies, or resigns upon giving sixty (60) days written notice to the Members, or (B) is removed by the unanimous vote of the remaining Managers and by the affirmative vote of the Members holding 80% of the Units by a consent in writing or at a properly scheduled meeting of the Members. Additional or replacement Manager shall be appointed by (i) the then existing Managers or (ii) if there is no Manager then serving as such, by a Majority of Members.

4.4 Manager(s) Have No Exclusive Duty to Company. The Manager(s) shall devote to the Company such time as it may deem necessary to manage the affairs of the Company. Each Manager may engage or have an interest in other business ventures which are similar to or competitive with the business of the Company, including but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage or development of ventures competitive with ventures owned by the Company and the pursuit of such ventures shall not be deemed wrongful or improper or give the Company or the Members any rights with respect thereto. Neither the Manager nor any Member shall be obligated to present an investment opportunity to the Company even if such investment opportunity is similar to or consistent with the business of the Company, and any such Person shall have a right to take for its own account or recommend to others any such investment opportunity.

4.5 Bank Accounts; Company Books. The Manager may from time to time open bank accounts in the name of the Company. In accordance with Section 2.6 hereof, the Manager shall maintain and preserve, during the term of the Company, and for six (6) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

4.6 Officers. The Manager may appoint individuals as officers of the Company with such titles as the Manager may select, including the titles of Chairman, President, Vice President, Treasurer and Secretary, to act on behalf of the Company, with such power and authority as the Manager may delegate to any such individual.

4.7 Elimination of Fiduciary Duties. The fiduciary duties of the Members to the Company and of the Manager and the Officers to the Company and the Members are hereby eliminated except to the limited extent expressly provided in this Agreement or as required by law.

ARTICLE V  
ADDITIONAL CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNT;  
PROFITS, LOSSES AND DISTRIBUTIONS

5.1 Additional Capital Contributions; Capital Account.

(a) Additional Capital Contributions. The Manager may, from time to time, cause the Company to raise additional capital. In connection with any such capital-raising, the Manager may cause the Company to issue and sell additional Classes of Units in the Company which may be pari passu with, or senior in right to, any class of Units.

(b) Capital Accounts. A Capital Account shall be maintained on the books and records of the Company for each Member (each, a "Capital Account") in accordance with the provisions of this Section 5.1:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and the amount of any Company liabilities assumed by such Member or that are secured by any Company Property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and the amount of any liabilities of the Company assumed by such Member or that are secured by any property contributed by such Member to the Company.

(iii) In the event that all or a portion of any interest in the Company is Transferred in accordance with this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred interest.

The foregoing provisions, and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members) are computed in order to comply with such Regulations, the Manager may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 9.3 hereof upon the dissolution and liquidation of the Company. The Manager shall also (i) make any adjustments necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(c) Loans. No Member shall have any obligation to loan funds to the Company; provided, however, that subject to the provisions at Section 15(d), the Company may borrow funds or enter into other similar financial accommodations with any Member or any Affiliate of any Member. Loans to the Company by any Member shall not be considered Capital Contributions.

5.2 Calculation of Profits and Losses. For financial accounting purposes, the Profits and Losses of the Company shall be determined on an annual basis in accordance with this Agreement.

5.3 Allocation of Profits, Losses, Credits and Other Items.

(a) Profits and Losses. Any Profits and Losses (or items thereof), for each period, shall be allocated among the Members so as to, as nearly as possible increase or decrease, as the case may be, each Member's Capital Account balance to the extent necessary such that each such Member's Capital Account is equal to the amount that such Member would receive if the Company were dissolved, its assets sold for their respective Book Values, its liabilities satisfied in accordance with their terms and all remaining amounts were distributed to the Members in accordance with Section 5.5, immediately after making such allocations. The intent of the foregoing allocations is to comply with Regulation Section 1.704-1(b) and to ensure that the Members receive allocations of Profits and Losses (and items thereof) pursuant to this Section 5.3(a) in accordance with their relative economic interests in the Company.

(b) Alternative Allocations. It is the intent of the Members that each Member's distributive share of Profit or Losses (or item thereof) be determined and allocated consistently with the provisions of the Code, including, without limitation, Code Section 704(b) and Code Section 704(c). If in connection with the issuance of Units pursuant to the provisions of this Agreement, or for any other reason, the Manager deem it necessary in order to comply with the Code, the Manager may, and hereby are authorized, to allocate Profit or Losses (or items thereof) arising in any year differently than as provided for in this Article V if, and to the extent, that (i) allocating Profit or Losses (or item thereof) would cause the determinations and allocations of each Member's distributive share of Profit or Losses (or item thereof) not to be permitted by the Code or (ii) such allocation would be inconsistent with a Member's interest in the Company taking into consideration all facts and circumstances. Any allocation made pursuant to this Section 5.3(b) shall be deemed to be a complete substitute for any allocation otherwise provided for in this Agreement, and no further amendment of this Agreement or approval by any Member shall be required to effectuate such allocation. In making any such allocations under this Section 5.3(b) (the "New Allocations"), the Manager are authorized to act in reliance upon advice of counsel to the Company or the Company's regular accountant that, in his or her opinion after examining the relevant provisions of the Code, the New Allocation is necessary in order to ensure that, in either the then-current year or in any preceding year, each Member's distributive share of Profit or Losses (or items thereof) are determined and allocated in accordance with the Code and the Member's interests in the Company. New Allocations made by the Manager in reliance upon the advice of counsel or accountant as described above shall be deemed to be made in the best interests of the Company and all of the Members, and no Member shall have the right to make any claim or cause of action against the Company, any Manager, or any other Member as a result thereof.

5.4 Non-Federal Taxes.

(a) Elections. The Company may make any tax elections allowed under the tax laws of any state or other local jurisdiction having taxing jurisdiction over the Company ("Taxing Jurisdiction").

(b) Taxes of Taxing Jurisdictions. As determined by the Manager, to the extent that the laws of any Taxing Jurisdiction require, each Member requested to do so will submit to the Taxing Jurisdiction an agreement indicating that the Member will timely file all returns and make all income tax payments to the Taxing Jurisdiction or that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's

income, and interest and penalties assessed on such income or such other agreement as the Taxing Jurisdiction provides. If the Member fails to provide such agreement, to file such returns, or to make such tax payments, the Company may, and if required by the Taxing Jurisdiction shall, withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined as due under the laws of the Taxing Jurisdiction. Any such payments with respect to a Member shall be treated as an advance of a distribution to such Member, provided that if the Member was not entitled to such a distribution, without notice or demand the Member shall pay to the Company the amount the Company paid to the Taxing Jurisdiction. The Company may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid and such amounts shall be also treated as such an advance distribution and be subject to repayment.

#### 5.5 Distributions.

(a) Generally. Distributions of income from operations (the “Operating Proceeds”) hereunder shall be made to the Members in accordance with Section 5.5(b) hereof at such time and in such amounts as may be determined by the Manager. The Manager shall have sole discretion to determine the amounts and time for any such distributions. In this regard, the Manager may take into account such matters as the repayment of obligations to creditors and the setting aside of amounts to be retained by the Company for any purpose, including the conduct of the Company’s business affairs. Distributions may be made in cash or in other property, as reasonably determined by the Manager. Distributions other than in cash shall be valued as reasonably determined by the Manager.

(b) Pro Rata Distributions. Subject to Section 5.5(d), all distributions of the Operating Proceeds shall be made to Members simultaneously in proportion to their Percentage Interests.

(c) Distributions of Capital Event Proceeds. Distributions of Capital Event Proceeds may be made to the Members, at such times and in such amounts as the Manager may approve, and in cash or in other property as reasonably determined by the Manager. Distributions other than in cash shall be valued as reasonably determined by the Manager. Capital Event Proceeds shall be distributed to all Members simultaneously in proportion to their Percentage Interests.

(d) Prohibited Distributions. Notwithstanding anything to the contrary contained herein, the Company shall not make any distribution to the Member if such distribution would violate the Act or other applicable law.

5.6 Withholding Taxes. The Company is authorized to withhold from distributions to the Members, and to pay over to a federal, state or local government, any amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any other provisions of any other federal, state, local or foreign law. Any amounts so withheld shall be treated as having been distributed to the Members pursuant to Section 5.3 for all purposes of this Agreement.

5.7 Condition to Distributions. At any time or from time to time, and prior to making any distributions, the Manager may request from any Member or other Person receiving a distribution an affidavit or other evidence that such Person is not a “foreign person” within the meaning of Code Section 1445 or Code Section 1446. If such Person does not provide such affidavit or other evidence in form and content reasonably satisfactory to the Members within 30 days after such request, the Manager may withhold and pay over to the IRS such portion of such Person’s

distribution as may be necessary to comply with Code Section 1445 or Code Section 1446, and any amount so withheld and paid over shall be treated as a distribution to such Person at the time it is paid over to the IRS.

5.8 Creditor Status. No Member shall have the status of, or be entitled to any remedies available to, a creditor of the Company with respect to any distribution to which such Member may become entitled.

## ARTICLE VI TRANSFERABILITY

### 7.1 Transfers Generally.

(a) No Member shall have the right to Transfer all or any of its Units except with the written approval of the Managers and in accordance with this Article VII.

(b) In the event that Sections 7.2 - 7.6, below are satisfied, regarding the transfer of a Member's Units to a third party, the Company, as a condition to recognizing the effectiveness and binding nature of any such transfers against the Company or otherwise, and substitution of a new Member, the Manager may require the Transferring Member and the proposed Transferee to execute, acknowledge and deliver to the Manager such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Manager may deem necessary or desirable to:

(i) constitute such Transferee as a Member;

(ii) assure that the Transferee is qualified as a Member under the requirements of Section 3.1, and obtain all required governmental approvals;

(iii) confirm that the Transferee has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member);

(iv) preserve the Company after the completion of such Transfer or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(v) maintain the status of the Company as a partnership for federal tax purposes; and

(vi) assure compliance with any applicable state and federal laws including securities laws and regulations.

(c) Any Transfer of a Unit or admission of a Member in compliance with this Article VII shall be deemed effective as of the last day of the calendar month in which the Manager consent thereto was given.

(d) The Transferring Member hereby indemnifies the Company, the Manager and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax

liabilities or loss of tax benefits and reasonable accounting and legal expense) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article VII.

## 7.2 Transferee Not Member in Absence of Consent of Manager.

(a) Notwithstanding anything contained herein to the contrary, if the Manager does/do not approve by the proposed Transfer of any Unit to a Transferee which is not a Member immediately prior to such Transfer, then the proposed Transferee shall have no right to become a Member or otherwise to participate in the management of the business and affairs of the Company. No Transfer of a Member's Interest in the Company (including any transfer of the Economic Interest or any other Transfer which has not been approved by the Manager shall be effective unless and until written notice (including the name and address of the proposed Transferee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) Upon and contemporaneously with any Transfer of a Transferring Member's Economic Interest in the Company which does not at the same time Transfer the balance of the rights associated with the Economic Interest transferred by such Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of \$100.00, all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

## 7.3 Right of First Refusal Upon Sale of Units.

(a) In the event that any Member (a "Selling Party") shall at any time desire to sell some or all of his Units to any Person then, in addition to other requirements and limitations set forth in this Agreement, such Selling Party shall first receive a bona fide written offer (the "Offer") from an offeror (the "Offeror") to purchase such Units. The Selling Party shall then give written notice (the "Offer Notice") to the other Members of his intention to so sell. The Offer Notice shall:

- (i) include a copy of the Offer;
- (ii) state the intention to Transfer the Units and the amount to be transferred (the "Offered Units");
- (iii) state the name, business, and address of the Offeror; and
- (iv) state the amount of the consideration and the other terms of the Offer.

(b) The non-Selling Members shall have an option to Purchase ("Purchase Option") on the same terms and conditions as set forth in the Offer Notice, all, or any portion, of the Offered Units; provided that such Purchase Option shall be exercisable only.

(c) The Purchase Option granted in this must be exercised by non-Selling Members wishing to do so (the "Purchasers"), by notice given by each (the "Purchase Notice") during the period ending fifteen (15) Business Days after the receipt by all the Members of the Offer Notice. The Purchasers may purchase all or any portion of the Offered Units within one hundred eighty (180) days of the date of the Offer Notice, and the Purchase Notice shall recite what Units the Purchaser wishes to purchase and the proposed closing date of the purchase. If a Purchase

Notice is not timely given, or if timely given, the Purchaser does not timely close the Purchase, it shall be deemed that the Purchase Option was rejected.

(d) If and to the extent that the non-Selling Members do not exercise their right to purchase all of the Offered Units in its entirety, the Selling Party shall then have the right to transfer that portion of the Offered Units which the non-Selling Members have not elected to purchase in accordance with the Offer Notice within a period of thirty (30) days next following the expiration of the Purchase Option. In the event the Selling Party has not transferred the Offered Units in accordance with the Offer Notice or the Manager does not approve the transferee then any transfer shall be null and void, and the Offered Units will continue to be subject to this Agreement.

#### 7.4 Right of First Refusal Upon Involuntary Withdrawal.

(a) In the event that any Member (a "Withdrawing Member") shall suffer an Event of Withdrawal, then in addition to the other requirements and limitations set forth in this Agreement, the legal representatives of the Withdrawing Member ("Representatives") shall give written notice within ninety (90) days of the occurrence of such event (the "Withdrawal Notice") to the other Members of the withdrawal of the Withdrawing Member.

(b) For a period of ninety (90) days after the receipt by the Members of the Withdrawal Notice, the Members shall have an option to purchase ("Option") all, but not less than all, of the Withdrawing Member's Units in the Company ("Abandoned Interest"), on the terms and conditions set forth below in subparagraphs (c) and (d).

(c) The Option granted in this Section to the Members must be exercised by notice within said ninety (90) day period. If and to the extent that the Members do not exercise their right to purchase the Abandoned Interest in its entirety, the Economic Interest represented by the Abandoned Interest and right to request admission as a substitute Member shall pass to the authorized legal representative(s) of the Withdrawing Member by operation of law, but subject, nevertheless, to the provisions of Section 7.1 hereof.

(d) The purchase price for the Abandoned Interest ("Abandoned Interest Purchase Price") shall be the Fair Market Value of the Abandoned Interest as determined by an appraiser selected by the Manager. The value of the Abandoned Interest shall be determined as of the date of the Event of Withdrawal, unless otherwise mutually agreed by the Company and the legal representatives of the Withdrawing Member. The cost of the appraisal shall be paid by the Company. The Abandoned Interest Purchase Price shall be paid in cash by wire transfer of immediately available funds or by certified or bank treasurer's check upon the transfer of the Abandoned Interest.

7.5 Permitted Transfers. Notwithstanding anything in the Agreement to the contrary, but subject to the requirements of Section 7.1(b), all transfers of Units or Economic Interests to the current Member, an Affiliate or to a Family Member can be undertaken without restriction. Notwithstanding anything in this Section 7.5 to the contrary, the Transferring Member shall maintain all voting rights attached to his Units during his lifetime in regard to any Transfer to an Affiliate or a Family Member.

7.6 Tax Limitation. Notwithstanding anything to the contrary contained herein, no Transfer of, or Lien on, any interest in the Company shall be permitted if such Transfer or Lien would cause the Company to be treated as an association taxable as a corporation for U.S. federal income tax purposes, including pursuant to Section 7704 of the Internal Revenue Code of 1986, as amended.



7.7 Holder of Record. The Company shall be entitled to treat the record owner of Units as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as (i) a written assignment of such Units has been received and accepted by the Company in accordance with the terms and conditions set forth in this Agreement and (ii) the transferee has been admitted as a Member of the Company and has fulfilled the terms and conditions of Section 7.1(b) of this Agreement. In the absence of the substitution (as provided herein) of a Member for an assigning or transferring Member, any payment to a Member or any trustee in bankruptcy in accordance with the terms of this Agreement shall acquit the Company and any other Member of all liability to any other persons or entities who may be interested in such payment by reason of any purported assignment or transfer of such Member. In addition to and not in limitation of any other legal or equitable remedies which it may have, the Company and any of its Members may enforce its rights hereunder by actions for specific performance.

## ARTICLE VIII BOOKS, ACCOUNTING AND TAX TREATMENT

8.1 Books and Records; Accounting. The Manager shall keep or cause to be kept at the address of the Company (or at such other place as the Manager shall determine in its discretion) true and complete books and records regarding the status of the business and financial condition of the Company. At a minimum, the Company shall keep (and, at the request of a Member, shall deliver to such Member by U.S. or electronic mail, as requested by the Member) the following records:

(a) A copy of the Certificate of Organization of the Company and all amendments thereto, together with executed copies;

(b) Copies of the Company's federal, state, and local income tax returns and financial statements for the six (6) most recent years, or, if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period. Tax returns and financial statements shall be prepared by an accountant selected by the Board;

(c) Copies of the Company's current effective written Agreement and all amendments thereto and copies of any written operating agreements no longer in effect;

(f) Other writings, if any, prepared pursuant to a requirement in this Agreement or prepared according to requirements of the Act.

8.2 Accounting Period. The Company's accounting period shall be the calendar year.

8.3 Tax Treatment. The Members intend for the Company to be considered a partnership for Federal income tax purposes and agree that the Company will be governed by the provisions of Subchapter K of the Code and the applicable Treasury Regulations promulgated thereunder. The Members are aware of the income tax consequences of the allocations made by Article V and hereby agree to be bound by the provisions of Article V in reporting their shares of Company Profit and Losses for income tax purposes. The Manager will undertake any and all actions necessary under the Code and the Regulations to ensure that the Company will be classified as a partnership for Federal income tax purposes and will file or cause to be filed any elections that may be required

(but only if required) under the Code and the Regulations in order to ensure that the Company will be classified as a partnership for Federal income tax purposes.

8.4 Tax Returns; Preparation and Filing. The Manager shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the each Member as soon as practical after the end of the Company's fiscal year but in any event not more than 90 days after the end of each Fiscal Year. The tax information provided to each Member shall include, without limitation, such Member's federal tax Schedule K-1.

#### 8.5 Partnership Representative.

(a) Nick Patel, or such other Person designated by the Managers in accordance with the Code and any similar provisions of state and local law, shall be the "partnership representative" of the Company within the meaning of Code Section 6223 or any successor provision or similar provision of state or local tax law (the "Partnership Representative"). Each Member hereby consents to such designation and agrees that, upon the request of the Partnership Representative, such Member shall execute, certify, acknowledge, deliver, swear to, file and record such documents as may be necessary or appropriate to evidence such consent.

(b) The Partnership Representative shall have the right to take all actions authorized, permitted or required by the Code (or any similar provision of state or local tax law) for such a "partnership representative," but subject to the restrictions and limitations set forth in this Agreement and subject to approval of the Managers. Without limiting the generality of the foregoing, the Partnership Representative shall have the discretion to determine all matters, and shall be authorized to take any actions necessary, with respect to any audit, examination or investigation (including any judicial or administrative proceedings) of the Company by any taxing authority and whether to make any available election under Code Sections 6221 through 6241 (or any successor provision or similar provision of state or local tax law) with respect to any audit or other examination of the Company relating to taxes; *provided, however*, that the Partnership Representative shall make any tax election requested by the Members holding a Majority Interest if such election does not materially increase the tax obligations of any other Member. If there is a deadlock between the Managers regarding any tax election or other material duty to be performed by the Partnership Representative, the Partnership Representative shall present the issue to the Company's accountants and follow the recommendation of such accountants. In making any recommendation hereunder, the Company's accountants shall consider the interests of the Company and all of the Members.

(c) Each Member shall promptly, upon request, furnish to the Partnership Representative any information that the Partnership Representative may reasonably request in connection with (A) any tax election of the Company (and the Company's and such Member's compliance with any such election) or (B) any audit, examination or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority. Without limiting the foregoing, at the request of the Partnership Representative in connection with an adjustment of any item of income, gain, loss, deduction or credit of the Company or any partnership in which the Company invests, directly or indirectly, each Member shall promptly file one or more amended returns in the manner contemplated by Code Section 6225(c) (or any successor provision or similar provision of state or local tax law) and pay any tax due with respect to such returns. If the Partnership Representative makes an election pursuant to Code Section 6226 (or any successor

provision or similar provision of state or local tax law) with respect to an “imputed underpayment,” each Member shall comply with the applicable requirements under the Code and applicable Regulations.

(d) At the request of the Partnership Representative, each Member shall provide the Partnership Representative and the Company with any information available to such Member and with such representations, certificates or forms relating to such Member (or its direct or indirect owners or account holders) and any other documentation, in each case, that the Partnership Representative determines are necessary to make an election under Code Section 6221(b)(1) (or any successor provision or similar provision of state or local tax law), to modify an “imputed underpayment” under Code Section 6225(c) (or any successor provision or similar provision of state or local tax law), or to take any other actions or make any elections allowed to be taken or made under Code Sections 6221 through 6241 (or any successor provision or similar provision of state or local tax law). Notwithstanding anything to the contrary in this Agreement, any information, representations, certificates, forms or documentation so provided may be disclosed to any applicable taxing authority.

(e) In the event that the Company is responsible for the payment of any “imputed underpayment” in respect of an administrative adjustment pursuant to Code Section 6225(a) (or any successor provision or similar provision of state or local tax law), the Partnership Representative shall determine the treatment of, including the relative obligations of the Members with respect to any amounts paid by the Company to any taxing authority with respect to, such “imputed underpayment,” and each Member hereby agrees to satisfy in full such obligations as so determined. Notwithstanding anything to the contrary in this Agreement, the Partnership Representative may cause each Member (including any former Member) to return amounts distributed to such Member pursuant to this Agreement in order to satisfy in full any such obligation of such Member. Any distributions returned pursuant to this provision shall not be treated as Capital Contributions, but shall be treated as returns of distributions for all purposes of this Agreement.

(f) The Partnership Representative shall have the right to retain professional assistance in respect of any audit of the Company, and all reasonable out-of-pocket expenses and fees incurred by the Partnership Representative on behalf of the Company shall be reimbursed by the Company.

(g) The provisions of this Section 7.5(b) shall apply to all actions taken by the Partnership Representative in its capacity as such. The provisions of, and each Member’s obligations to comply with, the requirements of this Section 7.5(b) shall survive the Member’s ceasing to be a Member of the Company and/or the termination, dissolution and winding up of the Company.

## ARTICLE IX DISSOLUTION

9.1 Duration and Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

- (a) the sale of all or substantially all of the assets of the Company;

- (b) the determination by the Manager(s) to dissolve the Company; and
- (c) the entry of a decree of judicial dissolution under Section 44 of the Act.

The Company shall not be dissolved or otherwise terminated by reason of any Member Bankruptcy, and the Company shall continue its existence as a limited liability company upon, during and following any Member Bankruptcy.

9.2 Winding Up. Subject to the provisions of the Act and, unless otherwise required by law, the Manager shall have the right to wind up the Company's affairs in accordance with Section 45 of the Act (and shall promptly do so upon dissolution of the Company in accordance with Section 43 or 44 of the Act) and shall also have the right to act as or appoint a liquidating trustee in connection therewith.

9.3 Distribution of Assets. Upon the winding up of the Company, once the Company has made payment of, or adequate provisions for, the debts, expenses and obligations of the Company, the remaining assets of the Company shall be distributed to the Members in accordance with their Percentage Interests.

9.4 Cancellation of Certificate. Upon the completion of the winding up of the Company and the distribution of the Company's assets, the Company shall be terminated and the Manager shall cause the Company to execute and file a Certificate of Cancellation in accordance with Section 14 of the Act.

9.5 Member Resignation. Except in the case of a Transfer of its Units to a new Member in accordance herewith, a Member may not resign from the Company or otherwise disassociate itself from the Company without the consent of the Manager.

## ARTICLE X EXCULPATION AND INDEMNIFICATION

10.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or obligation or duty at law or in equity, none of (i) the Manager, (ii) the Members or (iii) any of their respective officers, directors, stockholders, partners, members, employees, representatives or agents, or (iii) any director, officer, employee, or representative, or any agent of the Company or any of its affiliates (each individually, an "Indemnified Person" and collectively, the "Indemnified Persons") shall be liable to the Company or any other Person for any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted in good faith by an Indemnified Person and in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Indemnified Person by this Agreement, provided that such act or omission does not constitute fraud, willful misconduct, bad faith or gross negligence.

10.2 Indemnification. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless each of the Indemnified Persons from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnified Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs (a "Claim"). An Indemnified Person

shall not be entitled to indemnification under this Section 10.2 with respect to any claim, issue or matter in which it has engaged in fraud, willful misconduct, bad faith or gross negligence. The Company shall advance to any Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any such Claim if the Indemnified Person agrees in writing before any such advancement that he will reimburse the Company for such fees, costs and expenses to the extent that it is determined that he was not entitled to indemnification under this Section 10.2.

10.3 Exclusions. The Company will not be liable to pay any Covered Loss or Covered Expense (an "Excluded Claim"):

(a) For which payment is actually made to or on behalf of the Indemnified Person under such Members' and Manager(s)' liability insurance policy as may be maintained by the Company (except for any deductible under, or excess beyond the amount covered by, such insurance);

(b) For which the Indemnified Person is otherwise indemnified or reimbursed;

(c) With respect to a Proceeding in which a final judgment or other final adjudication determines that the Indemnified Person is liable to the Company for breach of fiduciary duty by such person; or

(d) If a final judgment or other final adjudication determines that such payment is unlawful.

10.4 Notice to Company; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Company under this Article X, notify the Company of the commencement thereof. If, at the time of the receipt of such notice, the Company has any Members' and/or Manager(s)' liability insurance in effect, the Company will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Company will thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, any and all Covered Loss and Covered Expense payable as a result of such Proceeding in accordance with the terms of such policies.

10.5 Indemnification Procedures.

(a) Payments on account of the Company's indemnity against Covered Loss will be subject to the Company's first determining that the Covered Loss results from a claim which is not an Excluded Claim. Such a determination will be made by a majority vote of the Manager(s) not at the time parties to the Proceeding. The determination required by this Section 10.5(a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss, and if it is determined that the Covered Loss is not an Excluded Claim payment will be made forthwith thereafter.

(b) Payment of an Indemnified Person's Covered Expenses in advance of the final disposition of any Proceeding will be made within 20 days of the Indemnified Person's written request therefor. From time to time prior to the payment of Covered Expenses the Company may, but is not required to, determine (in accordance with Section 10.5(a)) whether the Covered Expenses claimed may reasonably be expected, upon final disposition of the Proceeding, to constitute an Excluded Claim. If such a determination is pending, payment of the Indemnified Person's Covered Expenses may be delayed up to 60 days after the Indemnified Person's written

request therefor, and if it is determined that the Covered Expenses are not an Excluded Claim, payment will be made forthwith thereafter.

10.6 Settlement. The Company will have no obligation to indemnify the Indemnified Person under this Article X for any amounts paid in settlement of any Proceeding effected without the Company's prior written consent. The Company will not unreasonably withhold or delay its consent to any proposed settlement. The Company may consent to a settlement subject to the requirement that a determination thereafter will be made as to whether the Proceeding involved an Excluded Claim or not.

10.7 Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under the Act, any agreement, vote of Members or of the disinterested Manager(s) or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such position or office, and shall continue after the Indemnified Person ceases to serve the Company in an official capacity.

10.8 Enforcement.

(a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 10.5.

(b) In the event that any action is instituted by the Indemnified Person under this Article X to enforce or interpret any of the terms of this Article X, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

10.9 Successors and Assigns. This Article X will be (a) binding upon all successors and assigns of the Company (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person. If the Company sells or otherwise transfers all or substantially all of its assets to a third party, the Company will, as a condition of such sale or other transfer, require such third party to assume and perform the obligations of the Company under this Article X.

10.10 Amendment. No amendment of this Article X will be effective as to an Indemnified Person without such Indemnified Person's written consent.

10.11 Acceptance by Indemnified Person. This Article X will apply, and the benefits hereof will be available, to each Member and Manager(s), of the Company who by accepting a respective position and serving on behalf of the Company will be deemed to have accepted the provisions of this Article X and to have agreed to abide by the terms contained herein.

## ARTICLE XI MISCELLANEOUS

11.1 Power of Attorney. Each Member does hereby irrevocably constitute and appoint the Manager and any Person which becomes an additional or substituted Manager, and any of the foregoing acting alone, in each case with full power of substitution, its true and lawful agent and attorney-in-fact, with full power and authority in its name, place, and stead, to make, execute,

acknowledge, swear to, attest, seal, deliver, file, register, and record such documents and instruments as may be necessary, convenient, or advisable, in the sole discretion of any such attorney-in-fact, to carry out the provisions of this Agreement, including (a) such amendments to this Agreement and the Certificate as are necessary, convenient, or advisable as are described below or to admit to the Company any additional or substituted Member or an additional or substituted Manager in accordance with the terms and provisions of this Agreement, (b) such documents and instruments as are necessary to cancel the Certificate, (c) an amended Certificate reflecting the terms of this Agreement, (d) all certificates and other instruments deemed necessary, convenient, or advisable by the Manager to permit the Company to become or to continue as a limited liability company wherein the Members have limited liability in the jurisdictions where the Company may be doing business, (e) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company, and (f) all other instruments which may be required or permitted by law to be filed on behalf of the Company. The foregoing power of attorney is coupled with an interest and shall be irrevocable and survive the death, dissolution, bankruptcy, or incapacity of any Member.

**11.2 Title to Company Property.** All Company Property shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts, corporations, individuals or other entities. Any property held by a nominee trust for the benefit of the Company shall, for purposes of this Agreement, be treated as if such property were directly owned by the Company.

**11.3 Amendments of the Agreement.** Amendments to this Agreement may be made from time to time upon the approval of the Managers without the approval of the Members for any purpose, including to (i) reflect changes validly made in the ownership of Units or Economic Interests and the Capital Contributions of the Member, (ii) reflect a change in the name of the Company, (iii) make any change that is necessary to cure any ambiguity, to correct or supplement any provision of this Agreement that would be inconsistent with any other provision contained herein, in each case so long as such change does not adversely affect any Members in any material respect, (iv) make a change that is necessary or desirable to satisfy any requirements, conditions, or guidelines in any opinion, directive, order, statute, ruling or regulation of any federal, state or local governmental entity so long as such change is made in a manner which minimizes any adverse effect on the Members and (v) make any other amendments that in the opinion of the Manager may be necessary or advisable provided that such amendments do not adversely affect the Members in any material respect.

**11.4 Successors, Counterparts.** This Agreement (i) shall be a legal, valid and binding agreement of the Company and the Members enforceable against the Company and each Member in accordance with its terms and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

**11.5 Waiver of Action for Partition.** Each Member irrevocably waives during the term of the Company any right that such Member has or may have to maintain any action for partition with respect to the property of the Company.

**11.6 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflict of laws thereof. In particular, this Agreement shall be construed to the maximum extent possible to comply with all the terms and conditions of the Act. Each Member hereby irrevocably consents to the exclusive jurisdiction of the state and

federal courts sitting in Boston, Massachusetts in connection with any matter or dispute relating to or arising under this Agreement or relating to the affairs of the Company. Further, each of the parties to this Agreement hereby waives any and all rights such party may have to a trial by jury in connection with any such matter or dispute.

11.7 Severability. If it shall be determined by a court of competent jurisdiction that any provisions or wording of this Agreement shall be invalid or unenforceable under the Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and, in the event such term or provisions cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable terms or provisions. If it shall be determined by a court of competent jurisdiction that any provision relating to the distributions and allocations of the Company or to any expenses payable by the Company is invalid or unenforceable, this Agreement shall be construed or interpreted so as (i) to make it enforceable or valid and (ii) to make the distributions and allocations as closely equivalent to those set forth in this Agreement as is permissible under applicable law.

11.8 Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understanding pertaining thereto. No covenant shall affect or be deemed to interpret, change or restrict the express provisions hereof.

11.9 Filings. Following the execution and delivery of this Agreement, the Manager shall promptly prepare or cause to be prepared any documents required to be filed and recorded under the Act and shall promptly cause each such document to be filed and recorded in accordance with the Act and, to the extent required by applicable law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Company may hereafter establish a place of business. The Manager shall also promptly cause to be filed, recorded and published such statements of fictitious business name and any other notices, certificates, statements or other instruments required by any provision of any applicable law of the United States or any state or other jurisdiction which governs the conduct of its business from time to time.

11.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

11.11 Additional Documents. The Members agree to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11.12 Notices. All notices, requests and other communications shall be in writing (including facsimile or similar writing) and shall be given to the Members (and any other Person designated by any Member) at its address or facsimile number set forth in his, her or its Subscription for the Units or such other address or facsimile number as such Member may hereafter specify for the purpose by notice. Each such notice, request or other communication shall be effective (a) if given by facsimile, when transmitted to the number specified pursuant to this Section 11.12 and the appropriate confirmation is received, (b) if given by mail, 72 hours after such communication is deposited in the mails with first-class postage prepaid, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified pursuant to this Section 11.12.



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

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

11.15 Separate Counsel. Each Member has been represented by legal counsel chosen by such Member in connection with the negotiation, documentation, execution and delivery of this Agreement.

*[Signatures are on the following pages]*

IN WITNESS WHEREOF, the undersigned have duly executed this Operating Agreement of The Green Harbor Dispensary LLC as of the date first above written.

Managers:

Mukesh H. Patel  
Mukesh H. Patel

Nick Patel  
Nick Patel

Rashmi Patel  
Rashmi Patel

Member:

New Dimensions Management Company, Inc.

Kamalesh Patel  
Kamalesh Patel, its President

**EXHIBIT A**  
**The Green Harbor Dispensary LLC**

**List of Members**

Member's Name(s)	Units	Percentage
New Dimensions Management Company, Inc.	1,000	100%



William Francis Galvin  
Secretary of the  
Commonwealth

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

December 31, 2019

TO WHOM IT MAY CONCERN:

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

**THE GREEN HARBOR DISPENSARY, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 2, 2018.**

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: **NICK PATEL, MUKESH H. PATEL, RASHMI PATEL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **NICK PATEL, MUKESH H. PATEL, RASHMI PATEL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NICK PATEL, MUKESH H. PATEL, RASHMI PATEL**



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



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NICK PATEL  
GREEN HARBOR DISPENSARY, LLC  
29 ABBEY LN  
MIDDLEBORO MA 02346-3230

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

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

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

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

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



180410638

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

GREEN HARBOR DISPENSARY LLC  
29 ABBEY LN  
MIDDLEBORO, MA 02346-3230

EAN: 22149016  
March 24, 2020

Certificate Id:36365

The Department of Unemployment Assistance certifies that as of 3/24/2020 ,GREEN HARBOR DISPENSARY LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

# The Green Harbor Dispensary, LLC

## **Plan for Obtaining Liability Insurance**

The Green Harbor Dispensary (“GHD”) plans to contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable, GHD will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. GHD will keep reports documenting compliance with 935 CMR 500.105(10).

# **The Green Harbor Dispensary Business Plan**

## **1. EXECUTIVE SUMMARY**

### **1.1 Mission**

The Green Harbor Dispensary. (“GHD”) is a cannabis company dedicated to providing consistent, premium cannabis products to consumers who are 21 years of age or older and patients in a welcoming environment.

### **1.2 Licenses**

The Green Harbor Dispensary, LLC is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “CCC”) to operate a Marijuana Retailer in Abington, Massachusetts and a co-located facility (MTC and Marijuana Retailer) in Provincetown, Massachusetts. It is also seeking licensure to operate an adult-use cultivation/manufacturing license for its RMD in Middleboro, MA.

### **1.3 Product**

GHD plans to offer a full menu of cannabis flower, edibles, oils, and topical products that will all meet the guidelines and standards as set forth by the CCC and the respective municipality. The menu will offer customers different ratios THC:CBD that are accurate and consistent. All products will be third party lab tested as required by statute, and will be compliant with the guidelines and regulations set forth by CCC;

GHD will offer a wide range of products and services that will include, but will not be limited to:

1. Flower
2. Edibles
3. Creams/lotions
4. Patches
5. Oral/sublingual
6. Tinctures
7. Oils
8. Beverages
9. Capsules

### **1.4 Customers**

GHD’s target customers include adults 21 years of age and older and registered qualifying patients. The location in Provincetown, MA will be a co-located medical and adult-use dispensary.

### **1.5 Goals**

GHD's goals include:

1. Serving customers 21 years of age or older and registered qualifying patients with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Hiring employees and contractors from within the communities served;
3. Hiring employees and contractors from communities that have been particularly harmed by the war on drugs;
4. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within GHD;
5. Having a diverse and socially representative pool of employees;
6. Running an environmentally friendly RMD/ME in the Commonwealth of Massachusetts; and
7. Creating branded marijuana products that are effective, consistent, and high quality.

## **2. COMPANY DESCRIPTION**

### **2.1 Structure**

GHD is a Massachusetts domestic for-profit LLC interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a ME in the Commonwealth.

GHD will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

### **2.2 Operations**

GHD will be located in Provincetown, MA and has leased a location in this area. The facility encompasses a total of approximately 1995 square feet.

GHD will establish inventory controls and procedures for reviewing comprehensive inventories of finished and stored marijuana and marijuana products; conduct a monthly inventory of finished and stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

GHD will track all marijuana products using METRC/Leaflogix in a form and manner approved by the Commission. Adult-use inventory will be separated from medical marijuana inventory

GHD plans on hiring approximately 6-10 FTE positions to operate the dispensary and secure the premises to operate smoothly. Operate during normal business hours (8 AM – 9 PM), 7 days a week depends on town approval. Express Lines for Online Ordering;

On-Site Consumption will not be allowed.



There will be a separate patient consultation room.

GHD shall ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 935 CMR 501.000: Medical Use of Marijuana. For a period of less than six months, GHD shall reserve 35% of the RMD's marijuana products. Once GHD has been operating its CMO facility for a period of six months or longer, GHD shall maintain a quantity and variety of marijuana products for patients registered under 935 CMR 501.000: Medical Use of Marijuana, sufficient to meet the demand indicated by an analysis of sales data collected by the licensee during the preceding six months in accordance with 935 CMR 500.140(6)Recording Sales. Marijuana products reserved for patient supply shall, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. If a substitution must be made, the substitution shall reflect as closely as possible the type and strain no longer available.

On a quarterly basis, GHD shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical-use products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, GHD shall submit a report to the Commission in a form determined by the Commission. Marijuana products reserved for patient supply will be easily accessible at another location operated by GHD and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. CMOs shall perform audits of patient supply available on a weekly basis and retain those records for a period of six months.

Products will be cultivated, manufactured, and packaged at cultivation site in Middleborough, MA and will be transported to the retail site and wholesalers will deliver to retail facility.

Employees undergo independent training programs mandated by the CCC. An independent security audit is performed on an annual basis

If necessary, implement ticketing system/customer flow application to manage number of customers that can enter dispensary at a single time to mitigate traffic

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

GHD will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with the regulations.

GHD will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

GHD will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

GHD and its agents will comply with all local rules, regulations, ordinances, and bylaws.

GHD has successfully completed the following:

1. Host Community Agreement
2. Successful Community Outreach Meeting
3. Lease
4. Special Permit approved

## **2.3 Security**

We have a bank account with Century Bank and will NOT be operating as cash only. All cash and product will be stored in a secure and monitored vault accessible only by management. Cash will be cleared from vault and deposited frequently.

GHD will contract with a security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

GHD's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Provincetown Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only GHD's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and GHD will maintain a current list of individuals with access.

On-site consumption of marijuana by GHD's employees and visitors will be prohibited. GHD will have security personnel on-site during business hours.

## **2.4 Benefits to the Municipality**

A retail facility will add a number of full-time jobs, in addition to preference for hiring qualified, local contractors and vendors. Our employees will be paid a minimum of \$15 an hour.

Annual Community Impact Fee of 3% of Gross Sales along with 3% of Local Sales Tax will go to the town.

## **2.5 Zoning**

GHD will remain compliant at all times with the local zoning requirements set forth in the Provincetown's Zoning By-Laws.

In accordance with Provincetown's Zoning By-Laws, GHD's proposed RMD/Marijuana Retailer is located in the GC zone, which permits Marijuana Retailers and RMDs.

In compliance with Provincetown's Zoning By-Law, the property is not located within 100 feet of a school or daycare center

# **3. MARKET RESEARCH**

## **3.1 Industry**

GHD's proposed location is located in Provincetown, MA. Provincetown is a seasonal town with a smaller population during the "winter" months and beginning May, the population swells up to 30,000 and above with tourists coming in regularly.

## **3.2 Customers**

In Massachusetts, sales have reached approximately \$420 million in 2019 and is expected to continue growing as more retail outlets are opened each year. Each customer on average is projected to spend \$50-\$75 dollars per visit. Customers will begin seeking high quality product for the best prices. Provincetown will be a seasonal location catering mostly to tourists.

## **3.3 Competitors**

GHD's competitors in Provincetown include six other proposed marijuana retailers within the town of all different sizes.

## **3.4 Competitive Advantage**

GHD possesses several strengths which will separate GHD from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and the branding of the business.

GHD's competitive advantages over their competition are that we will be able to supply our own products, which will give the ability to maintain high quality standards and control pricing. We will have operational experience from operating an MTC in Middleboro and will be able to leverage that to build a strong experience when opening a Marijuana Retailer establishment in Provincetown.

Brand development and recognition takes time and GHD will have more time in the market to establish its brand. GHD's attention to product quality will differentiate it from the market.

### **3.5 Regulations**

GHD is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

GHD will be registered to do business in the Commonwealth as a LLC. GHD will maintain the LLC in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

GHD will apply for all state and local permits and approvals required to build and operate the facility.

GHD will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, build, operation, and security.

## **4. PRODUCT / SERVICE**

### **4.1 Product & Service**

GHD plans to be open 7 days a week and expand our hours to 8AM to 9PM. IDs will be verified at the door by security personnel. No one under 21 will be allowed into the facility. After being checked in, customers will be guided to the retail area and given menus to review before purchase. All products will be sold in child proof compliant packaging. We will seek out companies that have recyclable or biodegradable packaging to ease our impact on environment. After the sale, customers will leave with products in a compliant exit bag through a separate secure exit. Any returned products will be disposed of in compliance with CCC regulations.

GHD plans to carry products from its own cultivation/manufacturing facility as well as other cannabis companies within its network to provide a varied selection.

Our primary product as a retail license holder will be marijuana and marijuana infused products, which will come in a variety of strains and product types.

## **4.2 Pricing Structure**

GHD's pricing structure will vary based on market conditions. GHD plans to sell products of the highest quality and will price its products accordingly.

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

GHD's growth strategy includes:

1. Strong and consistent branding;
2. Providing the highest quality products
3. Targeted and compliant marketing programs;
4. A compelling loyalty program;
5. An exemplary customer in-store experience;
6. A caring and thoughtful staff made of consummate professionals; and
7. Ongoing community outreach programs.

### **5.2 Communication**

GHD will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of GHD will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a1/2)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. **KEEP THIS PRODUCT AWAY FROM CHILDREN.** There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

GHD will communicate with customers through:

1. A company run website;
2. Popular cannabis platforms such as WeedMaps and Leafly;
3. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
4. Opt-in direct communications.

GHD will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

### **5.3 Sales**

GHD will sell its products and service by engaging customers with knowledgeable in- store staff.

GHD will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, GHD will market its products and services to reach a wide range of qualified consumers.

GHD will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers and patients will follow the guidelines set in Packaging of Marijuana and Marijuana Products for adult-use sales and 935 CMR 501.105(5): Packaging and Labeling for medical-use sales.

Registered qualifying patients do not have these limitations and are restricted by the allotted amount that they have remaining from the 60 day supply of ten ounces granted. At the POS, medical and adult-use marijuana are separated. Financial records will differentiate the sales between the two licenses at the store.

### **5.4 Logo**

GHD has the below logo to be used in labeling, signage, and other materials such as letterhead and distributed materials. All logos will remain compliant with regulations.



## **6. FINANCIAL PROJECTIONS**

Provincetown	Year 1	Year 2	Year 3
Revenue	4000000	4500000	5000000
Expenses	3700000	4000000	4200000
Net Pre-tax	300000	500000	800000
Number of Customers	5000	5000	6000
Purchase/Visit	75	75	75
Total FTE in staffing	10	10	10
Projected Marijuana Inventory (in lbs)	500	600	700

## 6.1 Financial Assumptions

The construction cost of the location will be approximately \$300,000.

## 7. TEAM

### 7.1 General

GHD has put together a team to implement the operations of the RMD/ME. GHD intends to create 6-10 full-time staff positions within the first three years of operations in Provincetown. This team has over 20 years of retail experience in various industries including the liquor industry. Comprised of a group of minority small business owners and a diverse set of professionals that are both thoughtful and deliberate in their business dealings and community involvement. Strong team with legal, retail, RMD and cultivation experience with demonstrated competence in internal controls and compliance. GHD has worked hard to maintain positive relationships in the communities that we are involved in. No individual on the GHD team is a controlling person with over more than three licenses in a particular class of license.

### 7.2 Founders

**Mukesh Patel, CEO/President** – a serial entrepreneur who owns and operates several successful businesses in different industries around the state. Mukesh has extensive experience in financial operations, both in the profit and non-profit sectors, with particular emphasis on cash management, cash controls, financial planning and reporting. Mr. Patel also holds a Master's in Agriculture.

**Nick Patel, COO/CFO** – has experience in marketing technology solutions, data analysis, and reviewing financials. He has previously worked as a consultant for clients such as Merrill Lynch

and Cox Communications. He has received 1 year of training inside a local Massachusetts cultivation/dispensary facility to learn policies/procedures and deep insights into every aspect of operating a facility that is in compliance with the state law. The role will involve helping develop standard operating procedures, branding strategy, market research, and customer engagement strategies/tech solutions. Nick holds a Bachelors in Business Administration with a concentration in Finance and Management Information Systems from Boston University.

**Rashmi Patel, Director of Security** – Trained in a variety of security monitoring systems during tenure in the liquor industry. Spent 1 year in training at a dispensary/cultivation facility learning successful security protocols/procedures specific to the marijuana industry and systems such as Exacqvision and Avigilon. Proven track record in training and supervising employees to run successful retail operations. Rashmi is a graduate in Computer Science & Management.

### **7.3 Security Manager**

Security Manager: Under the supervision of the Chief Operations Officer, the Security Manager is responsible for the development and overall management of the Security Policies and Procedures for GHD, implementing, administering, and revising the policies as needed. In addition, the Security Manager will perform the following duties:

- Provide general training to GHD agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the GHD facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the GHD facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, Head of Security, Head of Cultivation, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of GHD agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the municipality Police and Fire Department.

### **8. Staffing Plan**

The COO on a regular basis will determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. GHD's personnel



practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

1. State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
2. GHD's Diversity Plan and Community Initiatives;
3. GHD's Plan to Positively Impact Areas of Disproportionate Impact;
4. Background Checks and References;
5. Mandatory reporting of criminal convictions (and termination if necessary);
6. State and Federal Family Leave Act;
7. Workplace Safety Laws;
8. Workers' Compensation;
9. State and Federal Minimum Wage Requirements;
10. Non-Disclosure and Non-Complete Agreements; and
11. Any other applicable local, state, or federal employment laws, rules, or regulations.

For the staffing of the Provincetown location for a marijuana retail store, we anticipate hiring a retail store manager, security manager, security agents, retail store associates.

## **9. Closing Remarks**

In Massachusetts, cannabis-related sales hit \$420 million in 2019 and are expected to grow to \$1.4 billion by 2025. GHD is positioned to succeed in this market and contribute to the industry through an experienced and thoughtful team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, GHD looks forward to working cooperatively with the City of Provincetown.

GHD is comprised of a group of minority small business owners and a diverse set of professionals that are both thoughtful and deliberate in their business dealings and community involvement. A strong team with proven healthcare, legal, retail, RMD and cultivation experience with demonstrated competence in internal controls and compliance. Recognition that we will **NOT** be successful unless the community is satisfied with our program, people, approach and final product/service.

# The Green Harbor Dispensary, LLC

## Maintaining of Financial Records

The Green Harbor Dispensary, LLC (“GHD”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission’s Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products;
    - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
  - If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.
- For CMO locations, the sales, inventories will be kept separate and are easily identifiable through METRC/Leaflogix. Financial records will differentiate the sales associated with medical vs adult-use marijuana.

# The Green Harbor Dispensary, LLC

## Quality Control And Testing

The Green Harbor Dispensary, LLC (“GHD”) will comply with the following sanitary requirements:

1. Any GHD agent whose job includes contact with marijuana or nonedible marijuana products, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
3. GHD’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
4. GHD will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
5. GHD’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
6. GHD’s facility will have adequate safety lighting in all storage areas, as well as areas where equipment or utensils are cleaned;
7. GHD’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
8. GHD will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
9. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
10. GHD will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
11. GHD’s plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment.
13. GHD will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

GHD will ensure that GHD's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

GHD will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by GHD to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

### **Testing**

GHD will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will 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. Testing of GHD's marijuana products will 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 GHD's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries.

GHD's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

GHD will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of GHD's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to GHD for disposal or by the Independent Testing Laboratory disposing of it directly.

# The Green Harbor Dispensary, LLC

## Record Retention

### POLICY

The Green Harbor Dispensary (“GHD”) retains business and clinical records for a period of time no less than required by law and in accordance with 935 CMR 500. The GHD Executive Management team is responsible for the proper retention, storage and disposal of records that GHD generates, maintains and/or receives in the course of doing business.

### PROCEDURE

1. GHD protects the security, privacy and confidentiality of records as required by law, contract, or regulatory body, including those records containing confidential information. This includes Registered Qualifying Patient, Personal Caregiver and employee records containing such information.
2. All records subject to confidentiality restrictions are stored securely, whether electronically or in hard copy.
3. GHD conducts an annual review of the records it maintains to determine whether they have reached their disposal date.
4. All records that may substantially affect the rights and obligations of GHD are retained for a period of time and in a manner that will allow for the availability of those records when needed.
5. GHD records shall be made available for inspection by the Cannabis Control Commission (“CCC”) upon request.
6. GHD shall maintain all records that are required by any section of 935 CMR 500.000, in addition to the specific records described in the Record Retention Schedule attached hereto as Appendix A. See also 935 CMR 500. The Record Retention Schedule also sets forth required retention periods for specific types of records and is used to determine the appropriate retention period for certain GHD records.
7. Following any closure of GHD, all records will be securely maintained for at least two (2) years at the expense of GHD and in a form and location acceptable to CCC in accordance with 935 CMR 500.

## APPENDIX A

### RECORD RETENTION SCHEDULE

#### General Records

Record Type	GHD Retention Period
Operating procedures required by 935 CMR 500	Duration of Business Plus 2 Years
Inventory records required by 935 CMR 500	Duration of Business Plus 2 Years
Seed-to-sale tracking records for marijuana and marijuana-infused products required by 935 CMR 500	Duration of Business Plus 2 Years
Video recordings from GHD security system, as required by 935 CMR 500.	90 calendar days, unless GHD is aware of a pending criminal, civil or administrative investigation, or legal proceeding for which the recording may contain relevant information
Incident reports submitted to CCC and local law enforcement, as required by 935 CMR 500	Duration of Business Plus 2 Years
Waste disposal records required under 935 CMR 500	3 years
Shipping manifests and transportation logs required under 935 CMR 500	1 year
Marijuana and MIP testing results required under 935 CMR 500	1 year
Records pertaining to Registered Qualifying Patients and Personal Caregivers	Duration of Business Plus 2 Years

#### Business Records

Record Type	GHD Retention Period
Assets and liabilities, as required by regulations	5 years
Monetary transactions, as required by regulations	5 years
Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers, as required by 935 CMR 500	5 years
Sales records indicating the Registered Qualifying Patient or Personal Caregiver name, quantity of marijuana dispensed, its form and cost, as required by 935 CMR 500	5 years
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 GHD, including members of the GHD corporation, if any, as required by 935 CMR 500	5 years

#### Personnel Records

Record Type	GHD Retention Period
Job descriptions for all employees and volunteers, as required by 935 CMR 500	Duration of Business Plus 2 years
Organizational charts consistent with job descriptions, as required by 935 CMR 500	Duration of Business Plus 2 years

Staffing plan(s) demonstrating accessible business hours and safe cultivation conditions, as required by 935 CMR 500	Duration of Business plus 2 years
Personnel policies and procedures, as required by 935 CMR 500	Duration of Business plus 2 years
CORI reports obtained in accordance with 935 CMR, MGL c. 6, § 172 and 803 CMR 2.00	Duration of employment plus 2 years
<p>Individual personnel file for each Dispensary Agent, as required by 935 CMR 500, including:</p> <ol style="list-style-type: none"> <li>1) All materials submitted to CCC pursuant to 935 CMR 500</li> <li>2) Documentation of verification of references;</li> <li>3) Job description or employee contract that includes duties, authority, responsibilities, qualifications, and supervision;</li> <li>4) Documentation of required employee trainings;</li> <li>5) A copy of the application GHD submitted to CCC on behalf of any prospective Dispensary Agent;</li> <li>6) Periodic performance evaluations; and</li> <li>7) Disciplinary actions taken.</li> </ol>	Duration of employment plus 2 years



# The Green Harbor Dispensary, LLC

## Qualifications And Training

Green Harbor will ensure that all employees hired to work at a Green Harbor facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

### **Qualifications**

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

Green Harbor will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Green Harbor discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Green Harbor will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

### **Training**

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Green Harbor's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

Green Harbor's managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Green Harbor's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Green Harbor's owners, managers, and employees will then successfully complete the program once every year thereafter. Green Harbor will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Green Harbor's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Green Harbor's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment

2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability and license sanctions and court sanctions;
  - Waste disposal and health and safety standards;
  - Customers prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale and conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records and privacy issues; and
  - Prohibited purchases and practices.

# The Green Harbor Dispensary, LLC

## Plan for Restricting Access To Age 21 And Older

Pursuant to 935 CMR 500.050(5)(b), The Green Harbor Dispensary (“GHD”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. All visitors must be 21 years of age or older 935 CMR 500.002. Upon entry into the premises of the marijuana establishment by an individual, a GHD agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

If co-located and the individual is younger than 21 years old but 18 years of age or older, they shall not be admitted unless they produce an active medical registration card issued by the DPH. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification 935 CMR 500.140(3) (*co-located retailer*).

In the event GHD discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). GHD will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), GHD will not have any marketing, advertising or branding practices that are targeted to, deemed to appeal to minors under the age of 21. GHD will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. GHD will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include warnings. Pursuant to 935 CMR 500.105(6)(b), GHD packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. GHD’s website will require visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

# The Green Harbor Dispensary, LLC

## Separating Recreational from Medical Operations Plan

### Security

Security for employees at our facilities will be established through perimeter and interior monitoring, a restrictive ID/badge system, and designating limited access area, professional security staff, and rigorous personal safety training. Both 21+ individuals and registered qualifying patients will have access to the facility. ID will be verified for adult-use consumers and for medical patients, a medical card will be used to verify if the patient is active and has a remaining supply to enter into the sales floor. GHD shall use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area. *935 CMR 502.140*

### Transportation

GHD at its CMO facility can transport adult-use and medical-use marijuana, MIPs and marijuana products if it is appropriately registered and licensed to do so. GHD is prohibited from delivering adult-use marijuana for purposes other than commercial use by a licensed Marijuana Establishment. Any vehicle authorized to transport medical-use marijuana for delivery to a private residence cannot transport adult-use marijuana at the same time.

### Sales/Inventory

At GHD's co-located facilities, medical marijuana and adult-use marijuana will be tracked and the inventory separated through METRC and POS system. A retailer that is co-located shall provide for physical separation between medical and adult-use sales areas *935 CMR 502.140*. A retailer that is co-located shall provide a separate area for confidential patient consultation. The signage shall state, "Consultation Area" *935 CMR 502.140*.

GHD shall ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 935 CMR 501.000: Medical Use of Marijuana. GHD shall perform audits of patient supply available at the establishment on a weekly basis and retain those records for a period of six months. *935 CMR 502.140* For a period of less than six months, GHD shall reserve 35% of the RMD's marijuana products. Once GHD has been operating its CMO facility for a period of six months or longer, GHD shall maintain a quantity and variety of marijuana products for patients registered under 935 CMR 501.000: Medical Use of Marijuana, sufficient to meet the demand indicated by an analysis of sales data collected by the licensee during the preceding six months in accordance with 935 CMR 500.140(6). GHD shall maintain and provide biannual basis accurate sales data collected during the six months for the purpose of ensuring an adequate supply of marijuana under 935 CMR 500.140(10) *935 CMR 502.140* Recording Sales. Marijuana products reserved for patient supply shall, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. If a substitution must be made, the substitution shall reflect as closely as possible the type and strain no longer available.

On a quarterly basis, GHD shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical-use products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, GHD shall submit a report to the Commission in a form determined by the Commission. Marijuana products reserved for patient supply will be easily accessible at another location operated by GHD and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. CMOs shall perform audits of patient supply available on a weekly basis and retain those records for a period of six months.

### **Financial Recordkeeping**

Financial recordkeeping will be kept in place for both adult-use and medical sales to comply with tax and host community requirements. Sales are tracked through METRC/POS system which is able to distinguish sales for each.

# **The Green Harbor Dispensary, LLC**

## **Personnel Records & Procedures**

### **POLICY**

The Green Harbor Dispensary (“GHD”) maintains confidential personnel records in accordance with 935 CMR 500. Access to personnel records is limited to the GHD Executive Management Team and the applicable employee or his/her designated representative(s).

### **PROCEDURE**

1. GHD shall maintain the following personnel records:
  - a) Job descriptions for each employee and volunteer position, as well as organizational charts;
  - b) A personnel record for each dispensary agent. Such records shall be maintained for at least twelve (12) months after termination of the individual’s affiliation with GHD and shall include, at a minimum, the following:
    - i) All materials submitted to the Department pursuant to 935 CMR 500;
    - ii) Documentation of verification of references;
    - iii) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - iv) 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;
    - v) A copy of the application that GHD submitted to the Department on behalf of any prospective dispensary agent;
    - vi) Documentation of periodic performance evaluations; and
    - vii) A record of any disciplinary action taken.
  - c) A staffing plan that will demonstrate accessible business hours;
  - d) Personnel policies and procedures, as further described in the GHD Employee Handbook; and
  - e) All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI). Background checks are conducted annually on all agents of the establishment.
2. All CORI reports obtained by GHD will be kept separate from general personnel records. Copies of any additional, ongoing CORI reports obtained by GHD concerning its dispensary agents after initial hire will be submitted to the Cannabis Control Commission.

3. GHD employees may inspect and/or receive copies of the documents in their personnel file upon request. The procedure for receiving such copies is further outlined in the GHD Employee Handbook.
4. GHD personnel records will be made available to the CCC for inspection upon request.
5. Any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor will be immediately dismissed. 935 CMR 500.105(1)
6. Confidential information including personnel records will be kept in a secure location to maintain confidentiality and will only be accessible to the agent's manager, appropriate agents to perform their duties on a need to know basis, or members of the executive management team. 935 CMR 500.105(1)

## **Staffing Plan and Business Hours**

### *Hiring and Recruitment*

GHD's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. GHD's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- GHD's Diversity Plan and Community Initiatives;
- GHD's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

### *Jobs*

- Security Manager
- Security Agent
- Retail Manager
- Sales Associates
- Inventory Associate

### *Standards of Conduct*

GHD is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is GHD's mission to provide a professional workplace free from harassment and discrimination for employees. GHD will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender

identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to GHD's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at GHD employees or customers is also condemned and will be promptly addressed.

#### *Violence and Weapons in the Workplace*

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on GHD premises will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

#### *At-Will Employment*

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

#### *Workplace Attire*

The required attire for registered agents varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Retailer  
Monday - Sunday: 8am – 9pm

#### **Alcohol and Controlled Substances Policy**

It has been established that the abuse of alcohol and controlled substances (drugs) can constitute a real threat to those who abuse these substances, to those who work with such individuals, and to the organizations for which they work.

It is GHD's policy to maintain a workplace that is free from the effects of illegal drugs and the misuse of alcohol.

Employees who possess, sell, transfer or offer to buy or sell illegal drugs or controlled substances during working or non-working hours will be subject to disciplinary action, up to and including termination of employment.



Under no circumstances is an employee of GHD to report to work or operate a company-owned vehicle/equipment under the influence of alcohol or controlled substances. When there is reasonable suspicion that an employee has violated this policy, GHD management reserves the right to require drug and/or alcohol testing and/or impose discipline up to and including termination. Refusal to submit to a drug and/or alcohol test will subject the employee to discipline, up to and including termination.

This policy is not intended to interfere with the regular business operations of the GHD registered marijuana dispensary and the dispensing of medical marijuana to qualified registered patients and caregivers to the extent permitted by law.

### **Tobacco Policy**

GHD has a tobacco-free policy inside the building in order to provide a clean, healthy, productive, and safe environment for all. The prohibition will apply to all employees, Patients and visitors.

This policy is in effect during and after work hours and will apply to:

- All GHD employees on all shifts;
- Patients, visitors, vendors, consultants, contractors, and
- Members of committees, including our Board of Directors.

Smoking and tobacco use of any kind will be prohibited on all GHD owned and/or leased locations/premises; all internal areas; entrances and exits; and all company owned and/or leased vehicles.

Employees shall not use tobacco products during their paid work time within the buildings or space, including paid breaks, and are strongly encouraged not to use tobacco products during their unpaid work time (meal break). Employees who choose to use tobacco products during their unpaid meal breaks are reminded they must punch the time clock when leaving the property. The use of tobacco will only be permitted in the exterior areas of the premises shared with GHD's shared tenant.

Copies of this policy shall be distributed to all current and future employees and vendors, posted on the premises, and available for inspection upon request.

# The Green Harbor Dispensary, LLC

## Diversity Plan

### Overview

The Green Harbor Dispensary, LLC (“GHD”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. LGBTQ+

To support such populations, GHD has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in GHD’s operations.

### Goals

In order for GHD to promote equity for the above-listed groups in its operations, GHD has established the following goals:

1. Hiring and maintaining a staff of individuals with diverse backgrounds and encouraging inclusion in the workplace; and maintaining a team where no less than 20% of all team members are comprised of minorities, women, veterans, people with disabilities, and LGBTQ+.

### Programs

GHD has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

#### 1. Hiring and Recruitment Program

1. Advertisements for career opportunities in publications (The Rainbow Times and The Bay State Banner) with diverse reader demographics as positions become available (but not less than annually);
2. Hosting (1) job fair per year, as positions become available, to recruit qualified minorities, women, veterans, people with disabilities, and LGTBQ+;
3. Hosting (1) company-sponsored cultural sensitivity training per year for all employees.
4. Workforce diversity initiatives that include the distribution of quarterly interoffice newsletters to employees to encourage the recruitment of members of diverse populations and the posting of employment opportunities in career center(s) serving diverse populations as positions become available (but not less than annually);

## Measurements

GHD's Chief Operations Officer ("COO") will administer the Plan and will be responsible for developing measurable outcomes to ensure GHD continues to meet its commitments. Such measurable outcomes, in accordance with GHD's goals and programs described above, include:

1. Maintain a team constructed of no less than 10% minorities, 5% women, and 5% LGBTQ+ individuals; Total number of GHD staff across its locations that identify with one of the demographics listed above/Total number of GHD staff across its locations. This calculation is done for each demographic (minorities, women, and LGBTQ+)
2. GHD, in order to evaluate the diversity of its staff, specifically with regard to minorities and women, will ask employees to complete a voluntary questionnaire that includes self-identification of whether these individuals fall within these groups;
3. Placing employment ads in publications (The Rainbow Times and The Bay State Banner) with diverse readership demographics once a year and keeping a copy for records
4. Documenting the hosting of at least one job fair per year to recruit qualified minorities, women, veterans, people with disabilities, and LGBTQ+;
5. Documenting the hosting of one company-sponsored cultural sensitivity trainings per year and maintaining records of employee attendance.

Beginning upon receipt of GHD's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, GHD will utilize proposed measurements to assess its Plan and will account for demonstrating proof of success of progress of the Plan upon the yearly renewal of the license. The COO will review and evaluate GHD's measurable outcomes no less than twice annually to ensure that GHD is meeting its commitments.

## Acknowledgements

GHD will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

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