



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

**License Number:** MR282587  
**Original Issued Date:** 11/20/2020  
**Issued Date:** 11/20/2020  
**Expiration Date:** 11/20/2021

## ABOUT THE MARIJUANA ESTABLISHMENT

**Business Legal Name:** Tree Market Lynn LLC

**Phone Number:** 206-601-1070  
**Email Address:** eli@treemarketmj.com

**Business Address 1:** One International Place  
**Business City:** Boston  
**Business State:** MA  
**Mailing Address 1:** 10 Fiddler Crab Lane  
**Mailing City:** Mashpee

**Business Address 2:** Suite 3700  
**Business Zip Code:** 02110  
**Mailing Address 2:**  
**Mailing State:** MA  
**Mailing Zip Code:** 02649

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

**Certified Disadvantaged Business Enterprises (DBEs):** Not a DBE

## PRIORITY APPLICANT

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

## RMD INFORMATION

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

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

**Person with Direct or Indirect Authority 1**

**Percentage Of Ownership:** 50  
**Percentage Of Control:** 50  
**Role:** Owner / Partner  
**Other Role:**

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

**Person with Direct or Indirect Authority 2**

**Percentage Of Ownership:** 50              **Percentage Of Control:** 50  
**Role:** Owner / Partner              **Other Role:**  
**First Name:** Daniel                      **Last Name:** Razore              **Suffix:**  
**Gender:** Male                                      **User Defined Gender:**  
**What is this person's race or ethnicity?:** White (German, Irish, English, Italian, Polish, French)  
**Specify Race or Ethnicity:**

**ENTITIES WITH DIRECT OR INDIRECT AUTHORITY**

**Entity with Direct or Indirect Authority 1**

**Percentage of Control:** 100                      **Percentage of Ownership:** 100  
**Entity Legal Name:** The Vault Holding LLC                      **Entity DBA:**                      **DBA City:**  
**Entity Description:** Parent Company to the Applicant Tree Market Lynn LLC  
**Foreign Subsidiary Narrative:**  
**Entity Phone:** 206-601-1070                      **Entity Email:** eli@treemarketmj.com              **Entity Website:** treemarketmj.com  
**Entity Address 1:** One International Place                      **Entity Address 2:** Suite 3700  
**Entity City:** Boston                      **Entity State:** MA                      **Entity Zip Code:** 02110  
**Entity Mailing Address 1:** 10 Fiddler Crab Lane                      **Entity Mailing Address 2:**  
**Entity Mailing City:** Mashpee                      **Entity Mailing State:** MA                      **Entity Mailing Zip Code:** 02649  
**Relationship Description:** The Vault Holdings LLC is the 100% owner of the Applicant Tree Market Lynn LLC. The Vault Holdings LLC is owned by Eli Volynsky (50%) and Danny Razore (50%).

**CLOSE ASSOCIATES AND MEMBERS**

No records found

**CAPITAL RESOURCES - INDIVIDUALS**

**Individual Contributing Capital 1**

**First Name:** Daniel                      **Last Name:** Razore              **Suffix:**  
**Types of Capital:** Monetary/Equity    **Other Type of Capital:**    **Total Value of the Capital Provided:** \$250000    **Percentage of Initial Capital:** 10  
**Capital Attestation:** Yes

**CAPITAL RESOURCES - ENTITIES**

**Entity Contributing Capital 1**

**Entity Legal Name:** The Vault Holding LLC.                      **Entity DBA:**  
**Email:** eli@treemarketmj.com              **Phone:** 206-601-1070  
**Address 1:** One International Place                      **Address 2:** Suite 3700  
**City:** Boston                      **State:** MA                      **Zip Code:** 02110  
**Types of Capital:** Monetary/Equity    **Other Type of Capital:**    **Total Value of Capital Provided:** \$15000    **Percentage of Initial Capital:** 10  
**Capital Attestation:** Yes

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

#### Individual 1

**First Name:** Eli **Last Name:** Volynsky **Suffix:**  
**Marijuana Establishment Name:** Tree Market Taunton LLC **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Taunton **Marijuana Establishment State:** MA

#### Individual 2

**First Name:** Daniel **Last Name:** Razore **Suffix:**  
**Marijuana Establishment Name:** Tree Market Taunton LLC **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Taunton **Marijuana Establishment State:** MA

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

**Establishment Address 1:** 100 Ford Street

**Establishment Address 2:**

**Establishment City:** Lynn **Establishment Zip Code:** 01904

**Approximate square footage of the establishment:** 1485 **How many abutters does this property have?:** 49

**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	HCA certification form completed REVISED.pdf	pdf	5f5231d35837b61c2f64740c	09/04/2020
Plan to Remain Compliant with Local Zoning	Tree Market - Zoning compliance attachments 1.pdf	pdf	5f527041729ffa1c158840e4	09/04/2020
Community Outreach Meeting Documentation	community outreach form with attachments (executed and reduced).pdf	pdf	5f5ae0370f99bf24895799c7	09/10/2020

**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	Positive Impact Plan (2).pdf	pdf	5f5ba57c781380244ebfa952	09/11/2020

### ADDITIONAL INFORMATION NOTIFICATION

**Notification:** I understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

**Role:** Owner / Partner **Other Role:**  
**First Name:** Eli **Last Name:** Volynsky **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

### Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Daniel

Last Name: Razore Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: The Vault Holding LLC

Entity DBA:

Entity Description: Parent Company

Phone: 206-601-1070

Email: eli@treemarketmj.com

Primary Business Address 1: 10 Fiddler Crab Lane

Primary Business Address 2:

Primary Business City: Mashpee

Primary Business State: MA

Principal Business Zip Code: 02649

Additional Information:

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Tree market Lynn - certificate of organization.pdf	pdf	5f2c6664ead5bc6434e3a8c2	08/06/2020
Department of Revenue - Certificate of Good standing	Tree Market Lynn -COGS Mass Tax.pdf	pdf	5f2c6b070754a564762843be	08/06/2020
Bylaws	Tree Market Lynn LLC Operating Agreement.pdf	pdf	5f45549d3595ff084fed5911	08/25/2020
Secretary of Commonwealth - Certificate of Good Standing	Tree Market Lynn -COGS UI Insurance.pdf	pdf	5f5adbb791bd17247e206584	09/10/2020
Department of Revenue - Certificate of Good standing	Tree Market Lynn -COGS Mass Tax.pdf	pdf	5f5adbb8bc3a3b1be23ddb10	09/10/2020
Secretary of Commonwealth - Certificate of Good Standing	Tree Market Lynn - COGS SOC.pdf	pdf	5f5adc10781380244ebfa77f	09/10/2020

No documents uploaded

Massachusetts Business Identification Number: 001339279

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 liability ins..pdf	pdf	5f2d8204aee479687ae9841b	08/07/2020

Business Plan	business plan.pdf	pdf	5f4555c9971c7c07c043630d	08/25/2020
Proposed Timeline	Timeline (2).pdf	pdf	5f5ba5ac0f99bf2489579bc9	09/11/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing procedures.pdf	pdf	5f2d8e2324445b68a61fdf89	08/07/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5f2d8e278093f4686f9c958c	08/07/2020
Restricting Access to age 21 and older	Policy to Restrict Access to Persons Age 21 and Older.pdf	pdf	5f2d8e68ca23a6644a5887dc	08/07/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5f2d8e6baee479687ae98468	08/07/2020
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5f2d8e6d0f92b46881fae6af	08/07/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5f2d8e8fca23a6644a5887e0	08/07/2020
Security plan	Security Policy.pdf	pdf	5f2d8e91f4c60d645c964848	08/07/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5f2d8e930754a564762845ac	08/07/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5f2d8e95193ee2646b47a371	08/07/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5f2d8e97a24e76648176db81	08/07/2020
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5f2d8eb930ca0a689030ebda	08/07/2020
Separating recreational from medical operations, if applicable	Policy for Separating Recreational from Medical Operations.pdf	pdf	5f2d8f93aee479687ae9847e	08/07/2020
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	5f2d8fb424445b68a61fdf9e	08/07/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5f2d8fc7aee479687ae98484	08/07/2020
Diversity plan	Diversity Plan (2).pdf	pdf	5f5addef781380244ebfa783	09/10/2020

### 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**

<b>Monday From: 8:00 AM</b>	<b>Monday To: 11:00 PM</b>
<b>Tuesday From: 8:00 AM</b>	<b>Tuesday To: 11:00 PM</b>
<b>Wednesday From: 8:00 AM</b>	<b>Wednesday To: 11:00 PM</b>
<b>Thursday From: 8:00 AM</b>	<b>Thursday To: 11:00 PM</b>
<b>Friday From: 8:00 AM</b>	<b>Friday To: 12:00 AM</b>
<b>Saturday From: 8:00 AM</b>	<b>Saturday To: 12:00 AM</b>
<b>Sunday From: 8:00 AM</b>	<b>Sunday To: 11:00 PM</b>

## 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

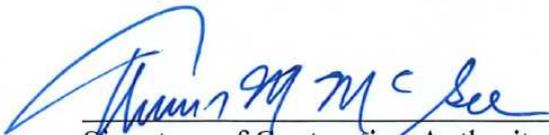
I, Eli Volynsky, (*insert name*) certify as an authorized representative of Tree Market Lynn LCC (*insert name of applicant*) that the applicant has executed a host community agreement with Lynn (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on June 11, 2020 (*insert date*).



\_\_\_\_\_  
Signature of Authorized Representative of Applicant

### Host Community

I, Thomas M. McGee, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Lynn (*insert name of host community*) to certify that the applicant and City of Lynn (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on June 11, 2020 (*insert date*).



\_\_\_\_\_  
Signature of Contracting Authority or  
Authorized Representative of Host Community

## *Tree Market Lynn LLC*

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

The City of Lynn amended its zoning code in October of 2018 to allow the dispensing of marijuana for adult-use in the Boston Street Business District Zone (BSBZ). Tree Market Lynn LLC (the “**Company**”), is proposing to develop and operate a Marijuana Establishment at 100 Ford Street, Lynn, MA 01901. This site is located in BSBZ, which permits the operation of a Marijuana Establishment, specifically a Marijuana Retailer, by Special Permit from the Lynn City Council pursuant to Section 4 of the recreational cannabis zoning amendment. A copy of the final recreational cannabis zoning amendment is attached hereto for reference.

100 Ford Street is within the BSBZ zone (see Yellow dot on attached map.) Under the City of Lynn revised zoning regulations, Cannabis retail sales storefront are allowed within zones B3, B, BSBZ, CBD, LI, HI. Section 4 (c) states, “No Cannabis establishment shall be located within a building containing residential units, except mixed use buildings in the (CBD) and (BSBZ) zones. This prohibition includes transient housing or group housing.”

The Company has discussed the Marijuana Establishment with City officials, including the building department, police department and fire department, appeared before the City Council and recently entered into a host community agreement with the City.

The Company plans to continue to work with officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and its CEO, Eli Volynsky will be responsible for ongoing compliance with local and state rules and regulations.

**Attachment A**  
**Zoning Regulations**

**IN THE YEAR TWO THOUSAND AND EIGHTEEN AN ORDINANCE AMENDING  
THE ZONE ORDINANCE OF THE CITY OF LYNN TO ESTABLISH A  
RECREATIONAL CANNABIS OVERLAY DISTRICT**

**Section 1. Purpose.** The purpose of this section is to regulate the time, place and manner of Cannabis establishments. The zoning will serve to preserve the character of the community and create a place for residents to responsibly have access to legal cannabis while mitigating community impact. This ordinance should serve as a guide that will support the citizens' right to access legal cannabis, protecting the public health and safety and expanding new growth for the tax base.

**Section 2. Scope.** This section relates only to Cannabis establishments authorized by General Laws, Chapter 94G, and not to medical Cannabis treatment centers authorized by General Laws, Chapter 941, the location and operation of which is governed elsewhere in this Ordinance, nor to Cannabis-related businesses not required to be licensed by Chapter 94G.

**Section 3. Definitions**

*For the purpose of this document the word Cannabis is used in place of Marijuana as found in MA General Laws, Chapter 94G*

- a. **Commission (CCC):** the Cannabis Control Commission.
- b. **Community Host Agreement:** an agreement, pursuant to General Laws, Chapter 94G, Section 3(d), between a Cannabis establishment and a municipality setting forth additional conditions for the operation of a Cannabis establishment, including stipulations of responsibility between the parties and a up to 3% host agreement revenue sharing.
- c. **Craft Co-Op:** a Cannabis cultivator comprised of residents of the commonwealth organized as a limited liability company or limited liability partnership under the laws of the commonwealth, or an appropriate business structure as determined by the commission, and that is licensed to cultivate, obtain, manufacture, process, package and brand Cannabis and Cannabis products to deliver Cannabis to Cannabis establishments but not to consumers.
- d. **Independent testing laboratory:** a laboratory that is licensed by the commission and is:
  - (1) Accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the commission;

- (2) Independent financially from any medical Cannabis treatment center or any licensee or Cannabis establishment for which it conducts a test; and
  - (3) Qualified to test Cannabis in compliance with regulations promulgated by commission pursuant to this chapter.
- e. **Cannabis cultivator:** an entity licensed to cultivate, process and package Cannabis, to deliver Cannabis to Cannabis establishments and to transfer Cannabis to other Cannabis establishments, but not to consumers.
  - f. **Cannabis Cultivation:** Use of land and/or buildings for planting, tending, improving, harvesting, processing and packaging, the preparation and maintenance of soil and other media and promoting the growth of cannabis by a Marijuana Cultivator, Micro-Business, Research Facility, Craft Marijuana Cultivator Cooperative, Registered Marijuana Dispensary or other entity licensed by the Commission for cannabis cultivation. Such use is not agriculturally exempt from zoning.
  - g. **Cannabis establishment:** a Cannabis cultivator, independent testing laboratory, Cannabis product manufacturer, Cannabis retailer or any other type of Cannabis business Licensed under Chapter 94G of the General Laws. The term does not include establishments whose business is related to Cannabis but does not involve the handling of Cannabis, for example, cultivation supplies and equipment.
  - h. **Cannabis product manufacturer:** an entity licensed to obtain, manufacture, process and package Cannabis and Cannabis products, to deliver Cannabis and Cannabis products to Cannabis establishments and to transfer Cannabis and Cannabis products to other Cannabis establishments, but not to consumers.
  - i. **Cannabis products:** products that have been manufactured and contain Cannabis or an extract from Cannabis, including concentrated forms of Cannabis and products composed of Cannabis and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.
  - j. **Cannabis retailer:** an entity licensed to purchase and deliver Cannabis and Cannabis products from Cannabis establishments and to deliver, sell or otherwise transfer Cannabis and Cannabis products to Cannabis establishments and to consumers.
  - k. **Micro-Business:** a cannabis establishment that is licensed to act as a: licensed cannabis cultivator in an area less than 5,000 square feet; licensed cannabis product manufacturer, and licensed cannabis delivery service in compliance with the operating procedures for each such license.

#### **Section 4. Place**

- a. No Cannabis establishment (except a cannabis retail sales storefront which has been permitted to operate as a medical cannabis treatment center, shall be located within 200 feet of pre-existing public or private school providing education in kindergarten or any of grades 1 through 12 licensed by the Department of Education. in operation at the time of application for a special permit or site plan approval as measured by a typical path of travel door to door. This exception shall not apply to cannabis retail stores who are permitted to operate as a medical cannabis treatment center within the medical cannabis treatment center overlay district.
- b. No Cannabis establishment shall be located within 500 feet of another licensed Cannabis establishment.
- c. No Cannabis establishment shall be located within a building containing residential units, except mixed use buildings in the (CBD) and (BSBZ) zones. This prohibition includes transient housing or group housing.
- d. As defined in M.G.L. c. 94G, the number of cannabis retail storefronts shall be limited to not more than 20% of the number of licenses issued within the City for the retail sale of alcoholic beverages not to be drunk on the premises where sold under M.G.L. c. 138, §15.

Business type	Zone allowed
Cannabis retail sales storefront.	B3, B, BSBZ, CBD, LI, HI <sup>1</sup>
Independent testing laboratory	B3, B, BSBZ, CBD, LI, HI
Delivery	B3, B, CBD, LI, HI
Cultivation, manufacturer	LI, HI

<sup>1</sup> Except retail cannabis sale storefronts that have also been permitted to operate a medical cannabis treatment center in any district in the City of Lynn within the medical cannabis treatment center overlay districts may be allowed in the zoning district in which there are allowed to dispense medical cannabis.

- e. All Cannabis cultivation, processing, testing, product manufacturing, retail, and other state-licensed Cannabis businesses shall operate within a fully enclosed building. For purposes of this section, a greenhouse shall be considered a "fully enclosed building." However, a partially enclosed deck that is part of a Cannabis business is allowed, as long as other provisions of this ordinance are met.
- f. A Cannabis retail sales storefront is permitted by Special Permit in the B, B3, BSBZ, CBD, LI and HI zoning district as well as those permitted within the medical cannabis treatment overlay district.
- g. An independent testing laboratory is permitted by Special Permit in the B3, B, BSBZ, CBD, LI and HI zoning districts.
- h. A craft co-opt, cannabis cultivator, cannabis product manufacturer and micro-business shall be permitted by Special Permit in the LI and HI zoning districts.

### **Section 5. Time and manner**

- a. **Odor:** No Cannabis establishment shall allow the escape of noxious odors. They shall incorporate odor control technology and provisions, and ensure that emission do not violate MGL Chapter 111, Section 31 C.
- b. **Signage:** All business signage shall be subject to the requirements of the Cannabis Control Commission, ordinances of the City of Lynn and any conditions contained in the Special Permit.
- c. **Visual Impact:** Cannabis plants, products, and paraphernalia shall not be visible from outside the building in which the cannabis establishment is located. No outside storage of any cannabis plants, products and paraphernalia is permitted.
- d. **Home Occupation.** Cannabis establishments are not permitted as a Home Occupation.
- e. **Security.** Every application for a Special Permit for the operation of a Cannabis establishment shall include a security plan describing all security measures. This should include site security, security for the transportation of Cannabis and Cannabis products. Safety plans should mitigate any potential harm to the employees and the public including ensuring all customers are 21+. These plans shall be kept private (between the city and establishment) and out of the public record for the security of the establishment.

### **Section 6 Other**

- a. **Community Host Agreement.** Any Special Permit Any Special Permit issued by the Lynn City Council shall be conditioned on the execution of a Community Host Agreement.

- b. **State Law.** Cannabis establishment operations shall conform at all times to General Laws, Chapter 94G, and regulations issued thereunder.
- c. **License requirement.** The applicant shall submit proof that the application to the Cannabis Control Commission has been deemed complete pursuant to 935 CMR 500.102. Copies of the complete application, to the extent legally allowed, shall be provided as integral component of the application to the Lynn City Council. No person shall operate a Cannabis establishment without having a license in good standing from the Commission (CCC).
- d. **Energy Use.** All cannabis cultivators shall submit an energy use plan to the Lynn City Council to demonstrate best practices for energy conservation. The plan shall include an electrical system overview, proposed energy demand, ventilation system and air quality, proposed water system and utility demand.
- e. **Line Queue Plan.** The applicant shall submit a line queue plan to ensure the that the movement of pedestrian and/or vehicular traffic along the public right of ways will not be disrupted.
- f. **Traffic Impact Statement.** Any cannabis establishment open to the general public (such as retail dispensary, or, social consumption and delivery only operations) may be required to submit a detailed Traffic Impact Statement. This is required in each case where a proposed new building, use or project will contain more than 10,000 square feet, or will include one of the following uses which generates high volumes of trips: convenience stores, drive-in restaurant, automotive service station, or bank.
- g. **Parking.** Parking shall be governed pursuant to Section 9 of this Ordinance for retail establishments.
- h. **Permitting.** The Lynn City Council shall be the Special Permit Granting Authority.
- i. **Waivers.** The Lynn City Council may waive applicability of one or more of the requirements imposed by 935 CMR 500.000. The applicant shall be required to submit the request in writing and identify whether the waiver is from a provision in state law or local law. Any waivers from the state law should only be granted if said waiver was also approved by the Cannabis Control Commission under their waiver provisions available in 935 CMR 500.700. The following criteria can be used to request a waiver:
  - (A) Compliance would cause undue hardship to the requestor;
  - (B) If applicable, the requestor's non-compliance does not jeopardize the health or safety of any patient or the public;
  - (C) If applicable, the requestor has instituted compensating features that are acceptable to the Lynn City Council; and
  - (D) The requestor provides to the Lynn City Council written documentation, in a form and manner determined by the Lynn City Council, supporting its request for a waiver.

- j. **Hemp.** Nothing in this bylaw shall be construed to regulate the cultivation of industrial hemp, as same is regulated by the Massachusetts Department of Agricultural Resources pursuant to General Laws, Chapter 128, Sections 116-123. Use of land or buildings for hemp processing and/or product manufacture shall be subject to such zoning controls as apply to other (non-cannabis) processing and product manufacture operations.

### **Section 7. Medical Marijuana Treatment Centers**

Medical Marijuana Treatment Centers is hereby deleted from Section 5 Table of Use Regulations. The following language shall appear following the word “facility.” in the definitional Section 5.4 of “Retail Stores.” “Retail stores shall also include Medical Cannabis Treatment Centers which are establishments that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses or administers cannabis or products containing cannabis and/or related supplies for ostensibly medical purposes.

### **Section 8. Severability.**

If any provision of this Section is found to be invalid by a court of competent jurisdiction, the remainder of Section shall not be affected but shall remain in full force. The invalidity of any provision of this Section shall not affect the validity of the remainder of this zoning ordinance.

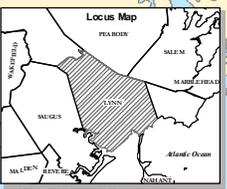
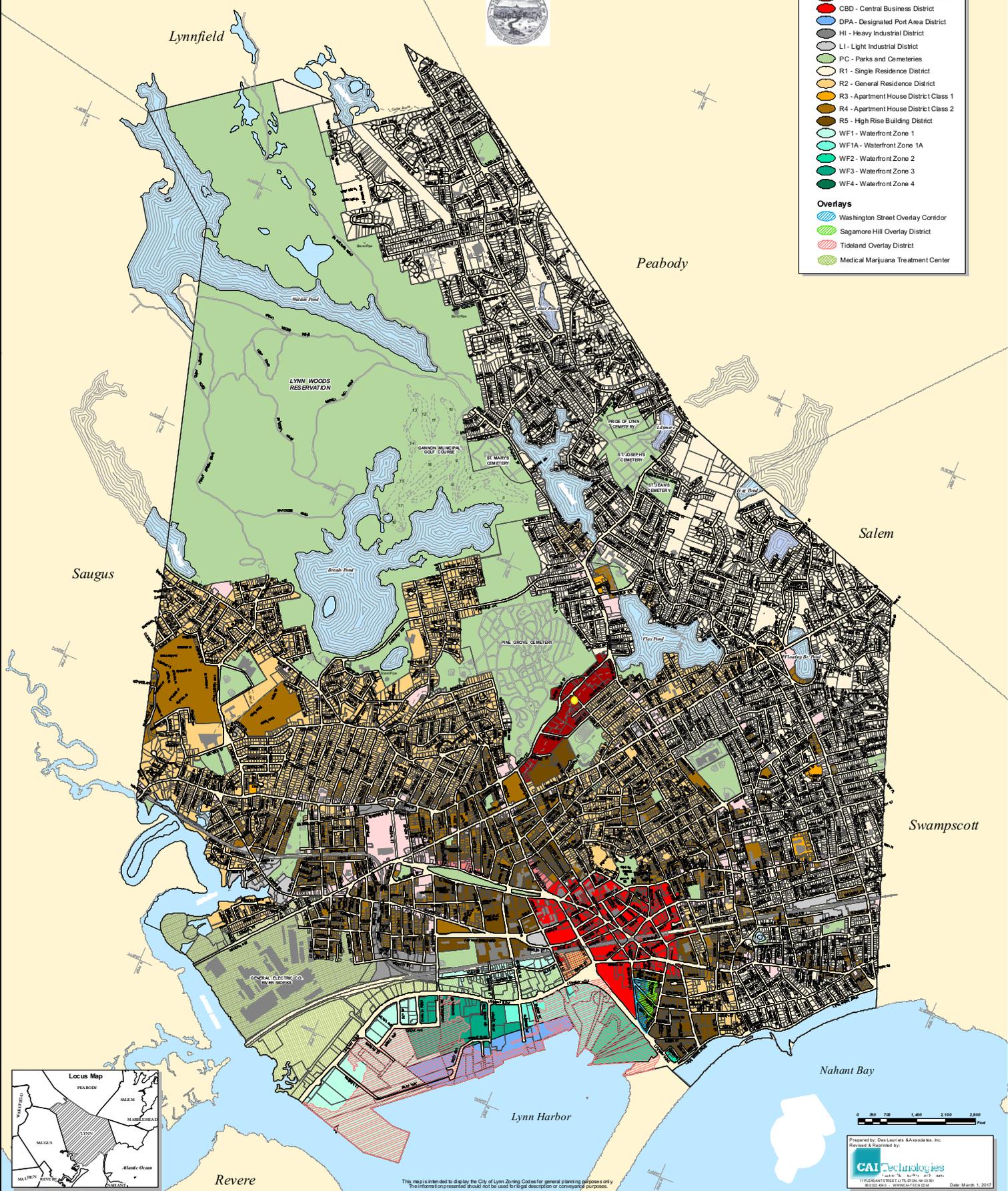
**Attachment B**  
**Zoning Map**

# ZONING MAP

## City of Lynn, Massachusetts



LEGEND	
	B - Business District
	B3 - Business District Class 3
	B3BD - Boston Street Business District
	CBD - Central Business District
	DPA - Designated Port Area District
	HI - Heavy Industrial District
	LI - Light Industrial District
	PC - Parks and Cemeteries
	R1 - Single Residence District
	R2 - General Residence District
	R3 - Apartment House District Class 1
	R4 - Apartment House District Class 2
	R5 - High Rise Building District
	WF1 - Waterfront Zone 1
	WF1A - Waterfront Zone 1A
	WF2 - Waterfront Zone 2
	WF3 - Waterfront Zone 3
	WF4 - Waterfront Zone 4
Overlays	
	Washington Street Overlay Corridor
	Sagamore Hill Overlay District
	Tideland Overlay District
	Medical Marijuana Treatment Center



0 350 700 1,400 2,100 2,800 Feet

Prepared by: DesLerres & Associates, Inc.  
 Revised & Reprinted by:  
**CAI Technologies**  
 115 PLAZA STREET SUITE 100 LYNN, MA 01901  
 (617) 552-1100 WWW.CAI-TECH.COM Date: March 1, 2017

This map is intended to display the City of Lynn Zoning Codes for general planning purposes only. The information presented should not be used for legal description or conveyance purposes.

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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

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

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



**Attachment A**  
**Newspaper Notice**

# Virus outbreak could spin 'out of control' in South Sudan

By Maura Ajak and Cara Anna ASSOCIATED PRESS

JUBA, South Sudan — It began with a dry cough, weakness and back pain. For Reagan Taban Augustino, part of South Sudan's small corps of health workers trained in treating COVID-19 patients, there was little doubt what he had.

Days later, hardly able to breathe, the 33-year-old doctor discovered just how poorly equipped his country is for the coronavirus pandemic: None of the public facilities he tried in the capital, Juba, had oxygen supplies available until he reached South Sudan's only permanent infectious disease unit, which has fewer than 100

beds for a country of 12 million people.

It took more than an hour to admit him. "I was almost dying at the gate," he told The Associated Press from the unit last week.

The pandemic is now accelerating in Africa, the World Health Organization says. While the continent had more time than Europe and the United States to prepare before its first case was confirmed on Feb. 14, experts feared many of its health systems would eventually become overwhelmed.

South Sudan, a nation with more military generals than doctors, never had a fighting chance. Five years of civil war and corruption stripped away much of its health system,



PHOTO | ASSOCIATED PRESS

An infectious disease specialist, left, takes a sample from Dr. Reagan Taban Augustino, right, now a coronavirus patient himself under quarantine.

and today nongovernmental organizations provide the majority of care. Nearly half of the population was hungry before the

pandemic. Deadly insecurity continues, and a local outbreak arrived just weeks before the virus.

When world leaders

talk about the pandemic not being over until it's over everywhere, they are talking about places like South Sudan.

The United Nations says the country's outbreak is growing rapidly, with nearly 1,900 cases, including more than 50 health workers infected, more than 30 deaths and no way to know the true number of infections. At one point several members of the COVID-19 task force tested positive, including Vice President Riek Machar.

"It can be out of control at any time," said David Gai Zakayo, a doctor with the aid group Action Against Hunger.

"The groups we are treating are malnourished," Zakayo said. "My big worry is if the virus

begins spreading to those groups we are treating, it will be a disaster."

At South Sudan's only laboratory that tests for the virus, supervisor Simon Deng Nyichar said the team of 16 works up to 16-hour days slogging through a backlog of more than 5,000 tests. Around 9,000 samples have been tested since early April, when the country became one of the last in Africa to confirm a coronavirus case.

With materials in short supply, testing is largely limited to people with symptoms of COVID-19. It can take weeks to receive results, "creating mistrust in communities and resentment toward contact tracers," the Health Ministry said last week.

## CLASSIFIED

### HOME AND BUSINESS SERVICES

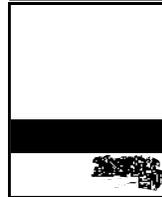
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www.johnsoil.com

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INCLUDES PLACEMENT ON

**live.com**

CALL 781-593-7700, EXT. 2

### ericzdisposal.com

#### LEGALS

##### NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Please join Tree Market Lynn LLC for a Virtual Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Retailer is anticipated to be located at 100 Ford Street in Lynn.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility. There will be an opportunity for the public to ask questions.

WHO: TREE MARKET LYNN LLC

WHAT: VIRTUAL COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA RETAILER IN LYNN.

WHEN: MONDAY, JULY 9, 2020 at 6pm

ZOOM:

Join Zoom Meeting  
https://zoom.us/j/99753309046

Meeting ID: 997 5330 9046  
One tap mobile  
+1 920 560 99, 997 5330 9046# US (New York)  
+1 301 715 8592, 997 5330 9046# US (Germany)

Dial by your location  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Germany)  
+1 312 626 6799 US (Chicago)  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)

Meeting ID: 997 5330 9046  
Find your local number:  
https://zoom.us/j/99753309046

Please feel free to submit questions to [info@tree-market.com](mailto:info@tree-market.com) in advance of the meeting.

Presentation materials can be found on [tree-market.com](http://tree-market.com).

Item: June 23, 2020

#### NOTICES

#### PAY CALLS

(900, 976 and 550)  
Advertiser telephone numbers with 900, 976 and 550 prefixes MUST disclose the price of the telephone call. When a number is published within the advertisement the per minute and/or flat charge must be included. If you dial a pay per call number from an advertisement appearing in the classified section and it DOES NOT disclose this information, please notify the Item classified department immediately. Response to any pay per call numbers will be charged to your telephone bill and anyone under 18 years of age must have parent's consent.  
**Please call immediately for further details or information.**

#### CLASSIFIED

#### (781) 593-7700

#### MISC.

#### Caregiver Needed

\$22 an hour  
5 hours a day  
Monday-Friday  
Email: [bestmarkresrou@p01@gmail.com](mailto:bestmarkresrou@p01@gmail.com)

**BONUS**  
\$1000 + \$1000

#### HELP WANTED

#### JOB INFORMATION SERVICES

For more information and assistance regarding the reliability of business opportunities, work-at-home opportunities, employment services and financing, the Daily Item urges its readers to contact the Better Business Bureau Inc., 290 Donald Lynch Blvd., Suite 102, Marlborough, MA 01752-4705 or call 508-652-4800.

Don't pay to find work before you get the job. Legitimate job placement firms that work to fill specific positions cannot charge an upfront fee. For free information about avoiding employment service scams, write the Federal Trade Commission at Washington, D.C., 20580 or call the National Fraud Information Center.

#### 1-800-876-7060

All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968, the Massachusetts Anti-Discrimination Act and the Boston and Cambridge Fair Housing Ordinances, which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, national origin, ancestry, age, children, marital status, sexual orientation, or gender. Advertiser's intent to make any such preference, limitation or discrimination.

This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all practices in the newspaper are available on an equal opportunity basis. To complete an advertisement, please call 800-876-7060 or 1-800-876-7060. For the N.E. area, call 800-876-7060. The toll number for the hearing-impaired is 1-800-927-9275.



## Does your company need employees?



Placing a help wanted ad is great for finding the skilled workers you need.



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781-593-7700, ext.2

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**Attachment B**  
**Municipal Notice**



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<https://zoom.us/j/99753309046>

Meeting ID: 997 5330 9046  
 One tap mobile  
 +19292056099,,99753309046# US (New York)  
 +13017158592,,99753309046# US (Germantown)

Dial by your location  
 +1 929 205 6099 US (New York)  
 +1 301 715 8592 US (Germantown)  
 +1 312 626 6799 US (Chicago)  
 +1 669 900 6833 US (San Jose)  
 +1 253 215 8782 US (Tacoma)  
 +1 346 248 7799 US (Houston)

Meeting ID: 997 5330 9046  
 Find your local number: <https://zoom.us/u/aUgip3Cj3>

Please feel free to submit questions to [eli@treemarketmj.com](mailto:eli@treemarketmj.com) in advance of the meeting

Presentation materials can be found on [treemarketmj.com](http://treemarketmj.com).

# City of Lynn



City Hall, Room 306  
Lynn, MA 01901

Phone: 781-586-6850  
Fax: 781-599-8875  
thomas.mcgee@lynnma.gov

*Thomas M. McGee*  
Mayor

June 12, 2020

Shawn Collins, Executive Director  
Cannabis Control Commission  
101 Federal St 13th floor  
Boston, MA 02110

Re: Tree Market, LLC – 100 Ford Street – Virtual Community Meeting

Dear Executive Director Collins:

Please be advised that I am the duly elected Mayor and Chief Executive Officer for the City of Lynn. ~~Tree Market, LLC is seeking a special permit and license for retail cannabis at 100 Ford Street, Lynn, Massachusetts.~~ As you are aware, an applicant for retail cannabis licenses must conduct a community outreach meeting prior to submitting its application. As a result of the State of Emergency in the Commonwealth of Massachusetts, gatherings of ten or more individuals are not permitted. The Cannabis Control Commission has established guidelines to allow applicants to conduct virtual community outreach meetings via Zoom or other virtual platforms. As Mayor of the City of Lynn, I hereby approve of and authorize Tree Market, LLC to conduct a virtual community meeting in accordance with the Cannabis Control Commission Guidelines.

Should you have any further questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,

Thomas M. McGee, Mayor

**Attachment C**

**Abutter Notice**



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**Attachment D**  
**Virtual Meeting Link**

ATTACHMENT D

Link to virtual community outreach meeting:

<https://zoom.us/rec/share/f1HBJji719OW7f1whDzXq4GJK36X6a8higf8qdYyRl2T0B9NbgZj2whkyBTPDMY>

Password: 9a%\$K9oE

**Attachment E**  
**Virtual Meeting Handouts**



**Tree**  
**MARKET**

# Community Outreach Meeting

July 9, 2020



# INTRODUCTION

Tree Market Lynn LLC (Tree Market) is proposing to open an adult-use marijuana retailer at 100 Ford Street in the City of Lynn.

The property meets all current zoning requirements with the City of Lynn.

The proposed marijuana retailer must still receive initial approval from the Site Plan Review Committee of the Lynn City Council and complete the Special Permit Process through the Lynn City Council.

Tree Market will go through the State licensing process conducted by the Cannabis Control Commission (CCC).



# INTRODUCTION

Tree Market's proposed location is not within any City established buffer zones.

Tree Market plans to replace the existing building with a new building. The new building will allow for better parking and will comply with all the security requirements of 935 CMR 500.

As retail store only, the location will not constitute a nuisance to the community. There will not be any outside equipment beyond a normal retail store, so there will not be any more noise than any of the other retailers in the area. Additionally because it is only retail, there will not be any additional odor coming from the facility that could be detected from an adjacent property.



# LOCATION- 100 Ford Street





# LOCATION- 100 Ford Street





# SECURITY

Security is an important matter for Tree Market. Security goes well beyond the placement of cameras and other physical security measures. Security includes engagement with the community, the Police and Fire departments and most importantly, engagement with our team members.

Tree Market has incorporated security into many of the company policies, in one way or another. Tree Market is committed to our physical security, our security policies, including team member engagement and the Company's engagement with the community and local law enforcement.



# SECURITY

Tree Market has incorporated the following policies into the operation of our facility, in order to address security and the prevention of diversion.

- Security
- Prevention of diversion of marijuana to minors or the illicit market
- Restricting Access to Age 21 and Older
- Retail dispensing procedures
- Personnel policies
- Marijuana storage
- Transportation and onsite deliveries both to and from the Marijuana Establishment



# DIVERSION PREVENTION

## egregation

Policies and procedures will be implemented to reflect a segregation of duties where there are overlapping processes for diversion risk and ensure that the chain of custody and individual accountability are always maintained and verifiable .

## Marketing

Per CMR 500.105 (4)(a)(5), we will engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited, 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.

## Access Control

Per CMR 500.110 (1)(f), we will store all product in a secure, locked safe or vault in such a manner as to prevent diversion, theft or loss. If diversion is detected, we will secure all product and conduct an assessment to determine whether additional safeguards are necessary.

## Reporting

Per CMR 500.105 (13)(b), Tree Market will document and report any unusual discrepancy in inventory to the Commission and law enforcement authorities not more than 24 hours after discovery.

## Training

Per CMR 500.105 (2)(b)(7)(b), Tree Market will require employees to complete annual trainings on all aspects of their jobs including diversion prevention, prevention of sales to minors, and best practices to detect and respond to incidents of possible diversion.



# COMMUNITY IMPACT

Our goal is to be a good partner to the community, working with local government, law enforcement and the area businesses to enhance the neighborhood. We intend to create a positive economic impact beneficial to the City of Lynn and the neighborhood through the local sales tax and by off setting costs incurred by the City through Tree Market's Community Impact Fee.

## Partnership

Through our own security measures we will prevent on-site diversion and working with the Lynn Police Department and area businesses, utilize our existing security measures to provide enhanced benefits to the neighborhood where possible.

## Security

We are committed to a continued dialogue with the City of Lynn and the neighborhood to foster a mutually beneficial, healthy, and safe partnership. Further as a Marijuana Establishment, we will provide information and education about our products.

## Dialogue



**QUESTIONS ?**

## *Tree Market Lynn LLC*

### **Plan for Positive Impact**

Tree Market Lynn LLC (the “**Company**”) is proposing to site a Marijuana Establishment in Taunton, MA and its sibling corporation, Tree Market Taunton LLC is proposing to site a Marijuana Establishment in Taunton, MA, both of which are areas that have been identified by the Commission as areas of disproportionate impact (the “**Target Areas**”). Accordingly, the Company intends to focus its efforts in Lynn, Taunton and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

The Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

#### **Goals:**

The Company’s goals for this Positive Impact Plan are as follows:

1. Initially hire, in a legal and non-discriminatory manner, ***at least 25% of its employees*** from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
2. Provide educational programs and informational sessions geared towards individuals interested in the cannabis industry, with specific focuses on marijuana retailers and entrepreneurship, at least ***twice*** a year. These educational events will be open to ***15 people*** per event, and will specifically include, but not be limited to, information on **licensing workshops (i.e. guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview, and METRC best practices.**

#### **Programs:**

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas and/or Massachusetts residents who have past drug convictions it shall post ***monthly notices*** at least two months ***two (2) months*** prior to opening in newspapers of general circulation in Taunton and Lynn (as applicable to the Company’s respective operational location) including but not limited to, ***the Taunton Daily Gazette and the Lynn Daily Item***, and these notices will state, among other things, that the Company is specifically looking to hire Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Cannabis Control Commission; or (ii) have past drug convictions. Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.
2. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its

## *Tree Market Lynn LLC*

educational events the Company shall post **monthly notices** at least two months **two (2) months** prior to hosting said educational programs or informational sessions in newspapers of general circulation in Taunton and Lynn (as applicable to the Company's respective operational location) including but not limited to, **the Taunton Daily Gazette and the Lynn Daily Item**, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Cannabis Control Commission; or (ii) have past drug convictions to attend these events.

3. The Company will track progress with the proposed program on an annual basis, and document progress or success annually upon renewal (see Annual Review, below).

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4) with respect to accomplishing the foregoing goals. The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

### **Annual Review:**

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Cannabis Control Commission; or (ii) have past drug convictions;
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities have (or will) accepted donations from the Company; (2) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001432125

1. The exact name of the limited liability company is: TREE MARKET LYNN LLC.

2a. Location of its principal office:

No. and Street: PRINCE LOBEL TYE LLP ONE INTERNATIONAL PLACE  
 City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

No. and Street: PRINCE LOBEL TYE LLP ONE INTERNATIONAL PLACE  
 City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOHN F. BRADLEY  
 No. and Street: PRINCE LOBEL TYE LLP ONE INTERNATIONAL PLACE  
 City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DANNY RAZORE	ONE INTERNATIONAL PLACE BOSTON, MA 02110 USA
MANAGER	ELI VOLYNSKY	ONE INTERNATIONAL PLACE BOSTON, MA 02110 USA

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

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

SOC SIGNATORY	DANNY RAZORE	ONE INTERNATIONAL PLACE BOSTON, MA 02110 USA
SOC SIGNATORY	ELI VOLYNSKY	ONE INTERNATIONAL PLACE BOSTON, MA 02110 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ELI VOLYNSKY	ONE INTERNATIONAL PLACE BOSTON, MA 02110 USA
REAL PROPERTY	DANIEL RAZORE	ONE INTERNATIONAL PLACE BOSTON, MA 02110 USA

**9. Additional matters:**

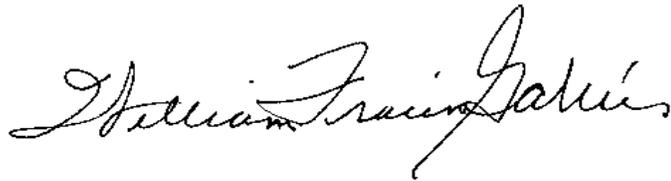
**SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of March, 2020,**  
**ELI VOLYNSKY**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

March 27, 2020 03:55 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TREE MARKET LYNN LLC  
1 INTERNATIONAL PL STE 3700  
BOSTON MA 02110-3214

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

The Commissioner of Revenue certifies that, as of the date of this certificate, TREE MARKET LYNN 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



000018

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
TREE MARKET LYNN LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “**Agreement**”) of TREE MARKET LYNN LLC, a Massachusetts limited liability company (the “**Company**”), is entered into as of March 25th, 2020 by and between the Company and THE VAULT HOLDING, LLC (“**Member**”) and shall be entered into by any other Persons or entities that may hereafter become Members or successors to interests in the Company.

**WHEREAS**, the Company was formed on March 25th, 2020 as TREE MARKET LYNN, LLC under the Massachusetts Limited Liability Company Act by filing a Certificate of Formation with the Secretary of State of the State of Massachusetts; and

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

**ARTICLE 1  
DEFINITIONS**

Capitalized terms used in this Agreement are defined in this Article or elsewhere in this Agreement:

**1.1 “Act”** means the Massachusetts Limited Liability Company Act, MGLL ch. 156C.

**1.2 “Affiliate”** means, with respect to any Person, (i) any other Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling fifty percent (50%) or more of the outstanding voting interests of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of fifty percent (50%) or more of the voting interests of any Person described in clauses (i) through (iii). For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of **voting** securities, by contract or otherwise.

**1.3 “Capital Account”** means, with respect to any Member, the account maintained for such Member determined as provided in **Section 8.3**.

**1.4 “Capital Contribution”** means, with respect to each Member, the amount of money and the gross fair market value of any property other than money contributed to the Company by such.

**1.5 “Certificate of Formation”** means the certificate of formation pursuant to which the Company was formed, as originally filed with the office of the Secretary of State on July 31, 2018, and as amended from time to time.

**1.6 “Code”** means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

**1.7 “Distributable Cash”** means all cash received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and other sums paid or payable to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company’s business; and (iii) Reserves.

**1.8 “Economic Interest”** means a Unit Holder’s share of Profits, Losses, and other tax items of the Company and distributions of the Company’s assets pursuant to this Agreement and the Act, 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.

**1.9 “Economic Interest Owner”** means the owner of an Economic Interest who is not a Member.

**1.10 “Effective Date”** means March 25, 2020.

**1.11 “Entity”** means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any other organization that is not a natural person.

**1.12 “Manager(s)”** means **ELI VOLYNSKY** and **DANNY RAZORE** and any other Person who may become a substitute or additional Manager as provided in **Article 5**.

**1.13 “Member”** means each of the parties who executes a counterpart of this Agreement and any permitted successors or assigns. At inception, the LLC has s single member.

**1.14 “Membership Interest”** means all of a Member’s share in the Profits, Losses, and other tax items of the Company and distributions of the Company’s assets pursuant to this Agreement and the Act and all of a Member’s rights 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.

**1.15 “Percentage Interest”** means with respect to any Unit Holder the percentage determined based upon the ratio that the number of Units held by such Unit Holder bears to the total number of outstanding Units.

**1.16 “Permitted Transferee”** means a person who acquires Units of the Company pursuant to **Section 12.5**.

**1.17 “Person”** means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

**1.18 “Profits” and “Losses”** means, 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).

**1.19 “Regulations”** means the Treasury Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

**1.20 “Reserves”** means, with respect to any fiscal period funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager for working capital (including capital to fund any planned or proposed acquisition of Company assets) and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company’s business. For purposes of this Section, any of the Company assets which are contributed to the Company by the Members, any borrowed funds, and any cash generated upon the sale of any of the Company assets, including Company assets which are purchased with borrowed funds and including the cash attributable to appreciation in value, shall be considered as being necessary reserves for investment purposes.

**1.21 “Unit Holder”** means a Person who is a Member or who holds an Economic Interest but is not a Member.

**1.22 “Units”** means ownership interests in the capital, income, gain, loss, deduction and credits of the Company expressed as a number of units in the Company. There shall be only one (1) class of Units. The voting rights of each Units are further set forth in **Section 7.4**. Each Unit owned by a Member shall carry one vote. Units owned by a person who has not been admitted as a Member shall not entitle such person to vote or otherwise exercise any right or benefit of a Member; provided, however such a person shall be entitled to the same interest in the capital, income, gain, loss, deduction and credits of the Company represented by the Units owned by such person as a Member would be. The relative rights to profits, losses and distributions of each Class are as set forth in **Section 9.2.2**.

## ARTICLE 2

### FORMATION OF COMPANY

**2.1 Formation.** The Company was formed on July 31, 2018, when the Certificate of Formation was executed and filed with the office of the Secretary of State in accordance with and pursuant to the Act.

**2.2 Name.** The name of the Company is “**Tree Market Lynn LLC.**”

**2.3 Principal Place of Business.** The principal place of business of the Company shall be located at Prince Lobel Tye LLP, One International Place, Suite 3700, Boston MA 02110 or such other place or places as the Member may from time to time designate.

**2.4 Registered Office and Registered Agent.** The name and address of the initial registered agent for service of process on the Company shall be:

John F. Bradley Esq.  
Prince Lobel Tye LLP  
One International Place, Suite 3700  
Boston MA 02110

The registered office and registered agent of the Company may be changed by a Manager from time to time by filing an amendment to the Certificate in accordance with the Act.

**2.5 Term.** The term of the Company shall be as set forth in the Certificate of Formation, if any, unless the Company is earlier dissolved in accordance with either this Agreement or the Act.

**2.6 Tax Classification.** The Company shall be taxed as a disregarded entity for federal income tax purposes.

### ARTICLE 3

#### BUSINESS OF COMPANY

The business of the Company (“**Business**”) shall be:

**3.1** To acquire, develop and operate certain marijuana businesses in Massachusetts;

**3.2** To carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act; and

**3.3** To exercise all other powers necessary to or reasonably connected with the Company’s business which may be legally exercised by limited liability companies under the Act.

### ARTICLE 4

#### NAMES AND ADDRESSES OF MEMBERS

The names, addresses, number of units and percentage interests of the Members are set forth on attached **Schedule 1**, as amended or restated from time to time.

## ARTICLE 5

### MANAGER / RIGHTS AND DUTIES

**5.1 Management.** The business and affairs of the Company shall be managed by the Managers, who initially shall be **ELI VOLYNSKY** and **DANNY RAZORE**. Except as otherwise expressly provided in this Agreement, the Managers shall have full and complete 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. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required by this Agreement or the Act. Actions requiring the approval of the Managers shall require the approval of a majority of the Managers. The Managers shall have power and authority, on behalf of the Company:

5.1.1 To acquire property from any Person as the Manager may determine, and the fact that a Manager or a Member is an Affiliate of such Person shall not prohibit the Manager from dealing with that Person;

5.1.2 To purchase liability and other insurance to protect the Company's property and business;

5.1.3 To acquire, improve, manage, charter, operate, sell, transfer, exchange, encumber, pledge or dispose of any real or personal property of the Company;

5.1.4 To invest Company funds temporarily in time deposits, short-term governmental obligations, commercial paper or other short-term investments;

5.1.5 To execute instruments and documents, including without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

5.1.6 To appoint and fix compensation for officers and other agents for the Company, and to delegate any duties that may be undertaken by the Manager to any officer or agent of the Company;

5.1.7 To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

5.1.8 To enter into all other agreements with any other Person for any purpose, in such form as the Manager may approve;

5.1.9 From time to time open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless the Manager determines otherwise; and

5.1.10 To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business in the ordinary course of business.

Unless authorized to do so by this Agreement or by a Manager, a Member who is not a Manager shall take no part whatever in the control, management, direction or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company.

**5.2 Compensation.** The Member shall be reimbursed by the Company for reasonable out-of-pocket expenses approved by a Manager and incurred in connection with the Company's business, including without limitation expenses incurred in the organization of the Company. Compensation to be paid to the Persons who are also Members shall be determined by the Manager and by the approval of all of the Member and shall be documented by a Compensation Agreement executed by the Manager and each such Member. Such compensation shall be treated as a guaranteed payment as defined in Section 707(a)(2) of the Code and Regulations Section 1.707-1(c).

### **5.3 Limitation on Liability; Indemnification.**

5.3.1 To the fullest extent permitted by the Act and to such further and other extent as is permitted by law, any and all duties (including fiduciary duties) that a Member, Manager, officer of the Company appointed by a Manager, and their Affiliates, and their respective stockholders, members, managers, directors, officers, partners, agents and employees (individually and collectively, an "**Indemnitee**") may otherwise have at law or in equity to the Company, to a direct or indirect subsidiary, to the Member, to any other Indemnitee or to anyone else, are hereby eliminated; *provided*, that to the extent necessary to give maximum effect to the exculpation of Indemnitee set forth herein, nothing in this Agreement is intended to eliminate the duties of loyalty and care as set forth in the Act. To the fullest extent permitted by the Act and to such further and other extent as is permitted by law, no Indemnitee shall be liable to the Company, to a direct or indirect subsidiary of the Company, to a Member, to any other Indemnitee or to anyone else, for any breach of contract or breach of duties (including fiduciary duties) or for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnitee in their capacity as such, except for acts or omissions that constitute a bad faith violation of the duties of loyalty and care as set forth in the Act.

5.3.2 To the fullest extent allowable by law, the Company shall indemnify, defend and hold harmless each Indemnitee from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which a Member or Manager may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while that Member was a Member or that Manager was a Manager, as the case may be,

regardless of whether the Member or Manager continues to be a Member or Manager of the Company at the time any such liability or expense is paid or incurred. No Member shall have any personal liability beyond their respective Capital Contributions with respect to the satisfaction of any required indemnification of the persons mentioned in this **Article 5**.

5.3.3 Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a Person claiming indemnification under this **Section 5.3** for legal expenses and other costs incurred as a result of a legal action brought against such Person only if (i) the legal action relates to the performance of duties or services by the Person on behalf of the Company, and (ii) such Person undertakes to repay the advanced funds to the Company if it is determined that such Person is not entitled to indemnification pursuant to the terms of this Agreement.

5.3.4 The indemnification provided by this **Section 5.3** shall be in addition to any other rights to which the Indemnitee may be entitled under any agreement or vote of the Members, as a matter of law or equity, or otherwise, and shall continue as to an Indemnitee who has ceased to serve in their capacity, and shall inure to the benefit of the heirs, successors, assigns and administrators of those so indemnified.

**5.4 Right to Rely on the Manager.** Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to the identity and authority of any Manager or other Person to act on behalf of the Company or any Member.

## ARTICLE 6

### RIGHTS AND OBLIGATIONS OF MEMBERS

**6.1 Limitation of Liability.** Each Member's liability shall be limited as set forth in this Agreement and the Act.

**6.2 Liability for Company Obligations.** Members shall not be personally liable for any debts, obligations or liabilities of the Company beyond their respective Capital Contributions and any obligation of the Members under **Section 8.1** or **8.2** to make Capital Contributions, except as otherwise provided by law.

**6.3 Inspection of Records.** Upon reasonable request, each Member shall have the right to inspect and copy at such Member's expense, during ordinary business hours the records required to be maintained by the Company pursuant to **Section 11.5**.

**6.4 Other Business.** The Member and Managers may engage in business ventures and activities of any nature and description, independently or with others. Neither the Company nor any of the Members shall by reason of their acquisition of an interest in the Company or their status as Members have any rights in or to the independent ventures and activities of the other Members, or the income or profits derived therefrom.

## ARTICLE 7

### ACTION BY THE MEMBER

**7.1 Meetings.** At inception, the LLC has a single Member. If in the future additional members exist, such Members and the Managers shall amend this Agreement to set forth procedures necessary for the meetings of the Members, including without limitation, who may call such meetings and the notice requirements therefore.

**7.2 Action by Member.** Action required or permitted to be taken by the Member may be taken by written consent signed by the Member.

**7.3 Formalities.** A failure to observe any of the formalities or requirements of this Agreement, the Certificate of Formation or the Act shall not be grounds for imposing personal liability on the Member or Managers for liabilities of the Company.

## ARTICLE 8

### CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

**8.1 Member's Capital Contribution.** The Member shall contribute such amount as is set forth in attached **Schedule 1** as such Member's Initial Capital Contribution.

**8.2 Additional Contributions.** The Member shall not be required to make any additional Capital Contributions. If the Managers determine, in their collective discretion, that additional funds are required by the Company, the Managers shall notify the Member, and the Member may, in its sole discretion: (a) make additional Capital Contributions; or (b) make loans to the Company ("**Extraordinary Member Loans**"). The Member shall not be required to make an Extraordinary Member Loan. Each Extraordinary Member Loan shall bear interest at a rate not to exceed twelve percent (12%) per annum and shall be repaid in full with interest prior to the repayment of any other Member loans and prior to any Distributions of Distributable Cash to Member or distributions pursuant to **Section 10.1.2** to the Member. Nothing contained in this **Section 8.2** is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such person or entity shall under any circumstances have any right to compel any actions or payments by the Member.

### **8.3 Capital Accounts.**

**8.3.1 Establishment and Maintenance.** The Company shall establish and maintain Capital Accounts with respect to each Member in accordance with Code Section 704 (b) and Regulations promulgated thereunder, including Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent therewith. In the event of a Transfer of Units in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Units. If in the opinion of the Company's legal counsel or accountants the manner in which Capital Accounts are to be maintained should be modified in order to comply with Code Section 704(b) and the Regulations thereunder, then notwithstanding anything to the contrary contained in the Agreement, the

method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

#### **8.4 Company Capital.**

A creditor who makes a nonrecourse loan to the Company shall not, as a result of making such a loan, have or acquire at any time any direct or indirect interest in the Profits, capital or property of the Company, except that, if security is given for such a loan, then the creditor may be a secured creditor.

**8.5 Withdrawal or Reduction of Members' Contributions to Capital.** The Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Member on account of its Capital Contributions, have been paid or there remains property of the Company sufficient to pay them. The Member, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

### **ARTICLE 9**

#### **ALLOCATIONS OF PROFITS AND LOSSES**

**9.1 Profits and Losses.** Profits and Losses for any fiscal year shall be allocated among the Members and any other persons owning Units in accordance with the number of Units.

### **ARTICLE 10**

#### **DISTRIBUTIONS**

##### **10.1 Cash Distributions.**

**10.1.1 Nonliquidating Distributions.** Distributions of Distributable Cash, other than distributions in liquidation pursuant to **Section 10.1.2**, shall be made to the Unit Holder at the times and in the amounts determined by the Manager.

**10.1.2 Distributions in Liquidation.** Notwithstanding **Section 10.1.1**, distributions in liquidation of the Company shall be made to the Unit Holder in the manner set forth in **Section 14.3.3**.

**10.2 Tax Distributions.** Notwithstanding anything to the contrary in **Section 10.1.1**, to the extent Distributable Cash is available as determined by the Manager, and to the extent that the amount distributed to (or withheld on behalf of) the Member in respect of a fiscal year of the Company is less than the Member's Assumed Tax Liability, the Manager shall distribute cash equal to such shortfall to the Member, at such times as to permit the Member to timely satisfy estimated tax or other tax payment requirements. The Member's "**Assumed Tax Liability**" shall equal the expected aggregate federal, state, and local tax liability of such Member attributable to items of income, gain, loss, and deduction allocated to such Member for income tax purposes (excluding allocations under Section 704(c) principles), assuming the highest marginal income tax rates applicable to the Member, taking into account the character of the relevant income or loss to

the Member and the deductibility, if any, of any state or local tax in computing any state or federal tax liability. Any amounts paid to the Member under this **Section 10.2** shall be treated as advances on distributions otherwise payable under this Agreement.

**10.3 Distributions in Kind.** Non-cash assets, if any, shall be distributed in a manner that reflects how cash proceeds from the sale of such assets for fair market value would have been distributed.

**10.4 Withholding; Amounts Withheld Treated as Distributions.** The Manager is authorized to withhold from distributions, or with respect to allocations or payments, to the Unit Holder and to pay over to the appropriate federal, state or local governmental authority any amounts required to be withheld pursuant to the Code or provisions of applicable state or local law. All amounts withheld pursuant to the preceding sentence in connection with any payment, distribution or allocation to any Unit Holder shall be treated as amounts distributed to the Unit Holder pursuant to this **Article 10** for all purposes of this Agreement.

**10.5 Limitation Upon Distributions.** No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to the Member on account of its contributions.

## ARTICLE 11

### ACCOUNTING, BOOKS, AND RECORDS

**11.1 Accounting Principles.** The Company's books and records shall be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Managers determine is in the best interest of the Company and its Member.

**11.2 Interest on and Return of Capital Contributions.** The Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

**11.3 Loans to Company.** Nothing in this Agreement shall prevent the Member from making secured or unsecured loans to the Company.

**11.4 Accounting Period.** The Company's accounting period and fiscal year shall be the calendar year.

**11.5 Records, Audits and Reports.** At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

11.5.1 A current list and past list, setting forth the full name and last known mailing address of each Member, Economic Interest Owner and Manager;

11.5.2 A copy of the Certificate of Formation and all amendments thereto;

11.5.3 Copies of this Agreement and all amendments hereto;

11.5.4 Copies of the Company's federal, state, and local tax returns and reports, if any, for the three most recent years;

11.5.5 A copy of the three most recent annual reports delivered by the limited liability company to the secretary of state pursuant to the Act.

11.5.6 Minutes of every meeting of the Members and any written consents obtained from Members for actions taken by Members without a meeting for the three most recent years; and

11.5.7 Copies of the Company's financial statements for the three most recent years.

## ARTICLE 12

### DISSOLUTION AND TERMINATION

**12.1 Dissolution.** The Company shall be dissolved upon the occurrence of any of the following events:

14.1.1 Upon expiration of the term specified in **Section 2.5**, if any; or

14.1.2 By the written agreement of the Member.

**12.2 Winding Up, Liquidation and Distribution of Assets.** Upon dissolution, the Managers shall immediately proceed to wind up the affairs of the Company. The Managers shall sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Unit Holders in kind) and shall apply the proceeds of such sale and the remaining Company assets in the following order of priority:

12.2.1 Payment of creditors, including the Member and Managers who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company, other than liabilities for distributions to the Member;

12.2.2 To establish any reserves that the Managers deem reasonably necessary for contingent or unforeseen obligations of the Company and, at the expiration of such period as the Managers shall deem advisable, the balance then remaining in the manner provided below;

12.2.3 By the end of the taxable year in which the liquidation occurs (or, if later, within ninety (90) days after the date of such liquidation), to the Member.

**12.3 Deficit Capital Accounts.** Except as may otherwise be required by law or any other agreement to the contrary, notwithstanding anything to the contrary contained in this Agreement, to the extent that the Member has a deficit Capital Account balance upon dissolution of the Company, that deficit shall not be an asset of the Company and the Member shall not be obligated to contribute that amount to the Company to bring the balance of that Member's Capital Account to zero.

**12.4 Termination.** The Managers shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

**12.5 Certificate of Cancellation.** When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Member, the Managers shall file a certificate of cancellation as required by the Act. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

**13.1 Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Massachusetts.

**13.2 Entire Agreement; Amendments.** This Agreement represents the entire understanding of the parties with respect to its subject matter. There are no other prior or contemporaneous agreements, either written or oral, among the parties with respect to this subject. This Agreement may be amended, restated or modified from time to time only by a written amendment or restatement that has been approved by the Member.

**13.3 Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.

**13.4 Waiver.** The failure of any Person to seek redress for violation of or to insist upon the 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.

**13.5 Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy 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.

**13.6 Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

*[Signature page follows]*

IN WITNESS WHEREOF, the Member has executed this Limited Liability Operating Company Agreement effective as of the date first set forth above.

**MEMBER:**

**THE VAULT HOLDING LLC**

By *Eli Volynsky*  
Eli Volynsky, Manager

By *Danny Razore*  
Danny Razore, Manager

**TREE MARKET LYNN LLC**

By *Eli Volynsky*  
Eli Volynsky, Manager

By *Danny Razore*  
Danny Razore, Manager

## SCHEDULE 1

	<u>Units</u>	<u>Contributions</u>
The Vault Holdings LLC PRINCE LOBEL TYE LLP One International Place, Suite 3700 Boston MA 02110	100	\$1,000



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

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



245552783

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

Tree Market Lynn LLC.  
1 INTERNATIONAL PLACE  
#3700  
BOSTON, MA 02110

EAN: 22169962  
July 30, 2020

Certificate Id:39791

The Department of Unemployment Assistance certifies that as of 7/30/2020 ,Tree Market Lynn 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



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TREE MARKET LYNN LLC  
1 INTERNATIONAL PL STE 3700  
BOSTON MA 02110-3214

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

The Commissioner of Revenue certifies that, as of the date of this certificate, TREE MARKET LYNN 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



000018



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

William Francis Galvin  
Secretary of the  
Commonwealth

September 3, 2020

TO WHOM IT MAY CONCERN:

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

**TREE MARKET LYNN LLC.**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 27, 2020.**

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: **DANNY RAZORE, ELI VOLYNSKY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DANNY RAZORE, ELI VOLYNSKY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DANNY RAZORE, ELI VOLYNSKY**



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

## *Tree Market Lynn LLC*

### **Plan for Obtaining Liability Insurance:**

Tree Market Lynn LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall 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, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

## **EXECUTIVE SUMMARY:**

This Business Plan relates to Tree Market Lynn LLC (the “Company”) plan to open a Marijuana Retailer pursuant to the State of Massachusetts’ Adult-Use of Marijuana laws. The Company's main goal is to provide industry leading customer service and well-priced, state-verified marijuana products at our retail business located at 100 Ford Street, Lynn, Massachusetts. We will be able to maintain relatively moderate to low prices by carefully maintaining efficiencies in our operations, developing strong relationships with suppliers and focusing on growing the lifetime value of each customer. By focusing on these segments, we'll be provided with additional efficiencies such as, we avoid disruptions in projected cash flow often associated with sporadic customer purchasing and, we also reduce the risk of working with unreliable suppliers.

The Company will operate from our desired location that will serve in person customers and also in person customers who have pre-ordered their desired items via our online ordering platform. We will thrive by employing knowledgeable and friendly personnel, which, along with our fair prices, quality product offerings, longtail growth tools, and warm store environment will drive the repeat business and steady-consistent growth that we will rely upon.

Our advertising, mainly through word of mouth and direct to customer marketing will serve as a tailwind to the ongoing growth of our business.

Costs will be minimized by diligent inventory purchasing based on customer purchasing data and trends.

The Company will be led by Eli Volynsky, an accomplished entrepreneur and Danny Razore, an accomplished entrepreneur specifically in the recreational marijuana industry

### **1.1 Objectives**

The objectives for the first three years include:

1. Exceed customer expectations with knowledgeable staff and a consistent shopping and consumption experience.
2. Increase the number of customers by more than 30% per year
3. Develop a business that survives off its own cash flow

### **1.2 Mission**

The Company's mission is to provide industry leading customer service and well-priced, state-verified marijuana products to our customers. We also aim to be a partner in local growth initiatives for the city of Lynn.

### **1.3 Keys to Success**

The keys to success are:

- Satisfy our customers so they will return again and again
- Maintain low overhead and operating costs

- Continually improve our relationship with suppliers.

## **2.1 Company Ownership**

The Company is a Massachusetts limited liability corporation. The company is owned 50/50 by each of its owners, Eli Volynsky and Danny Razore.

## **2.2 Start-up Summary**

The Company will incur the following start-up equipment costs:

- Office equipment including chairs, file cabinets, and desks.
- Refrigerator, microwave, employee rest area necessities.
- Front counter, storage bins, cash register.
- Four computer terminals.
- Four smart tablets, either ipad or Microsoft Surface.
- Main computer server with a laser printer, and back-up system.
- Software: QuickBooks Pro, Metrc seed-to-sale tracking software, additional retail analytics software.
- Assorted bottles, boxes, envelopes, etc. for dispensing.
- State approved security system.
- Storefront build-out.
- Start-up inventory.
- Rent, utilities, insurance.
- Ultra secure safe for cash storage.

Please note that some of these items will be used for more than one year and will therefore be labeled long-term assets, depreciated using G.A.A.P. approved straight-line depreciation.

## **2.3 Products**

The Company offers a wide range of state-approved marijuana products to adults 21 and older.

The Company will only service customers who self pay. The self pay customers will be attracted to the Company because of its knowledgeable and friendly staff along with fair prices of quality products.

The Company will be able to survive on lower margins due to operating efficiencies gained through superior long-term value per customer and consistent expenses. If a customer has a question regarding a product, our knowledgeable staff will make their best attempt to answer it.

This model of saving costs by not providing unlimited access to the staff will be successful because the majority of customers will be customers who have been purchasing the desired product for a while, as opposed to a new customer, and will not require their hand to be held during the transaction. They are interested in our store as an inexpensive source for their desired marijuana product(s).

With each order, an insert and/or visible label will accompany the purchased products providing the most common risks associated with consumer marijuana products. A customer's purchased items will be placed in a state-approved, child proof bag prior to the customer leaving the store.

## **2.4 Market Analysis**

### **a. Market Trends**

Cannabis industry analysts see major potential for the Massachusetts marijuana market. Adult-Use Marijuana sales, which began on November 20, 2018, are projected to reach \$1.2 billion statewide by 2021, bringing in approximately \$240 million in state and local tax revenue, according to multiple analyses.

New Frontier Data, a cannabis industry analytics firm based in Washington, D.C., forecasts \$450 million in Massachusetts marijuana sales in 2018 (based on proposed open dispensaries), with sales figures gradually climbing each year as the fledgling industry gains traction. Under that projection, legal pot sales in Massachusetts would generate \$90 million in taxes the first year.

The Department of Revenue issued an analysis in March of 2017 examining potential sales and tax revenue scenarios, including potential outcomes under the effective 12 percent tax rate that was still on the table at that time. Under the 12 percent tax, the DOR projected first year sales could range from \$375 million to \$696 million, and by fiscal 2020 would reach a range of \$747 million to \$1.38 billion.

Tom Adams, of ArcView Market Research, said that in addition to seeing \$1.2 billion in sales by 2021, his organization projects that the legal cannabis industry will generate \$2.3 billion in total economic activity in Massachusetts, including nearly 17,400 pot industry jobs statewide.

Existing marijuana retail stores are now making use of technology to effectively manage their business by plugging financial leakages which happens to be one of the biggest challenges that retail businesses face. The use of technology, i.e. CRM software is very effective in helping retail businesses manage their clientele base.

## b. Our Target Market

It should come as no surprise that the majority of respondents are between the ages of 21-35. What is significant is that a combined 32.52% of adults 45 years or older consume Cannabis. This signifies that Cannabis consumers are professional adults and not those types that are stereotypically portrayed as misguided and unmotivated young adults. When adding in the 36-45-year-old group, a total of 58.27% of cannabis consumers are in the age group of professional adults. Another important thing to consider is that baby boomers, those born between 1946 and 1964, are reaching retirement age and by 2030, all of them will be over the age of 65. According to analysts, combined, people between the ages of 46 – 65 make up 28.76% of Cannabis consumers. In fact, baby boomers are the fastest growing Cannabis consumers with a NYU study reporting a 71% increase in usage by those over the age of 50 during 2006 – 2013.

## c. Our Competitive Advantage

In every business there is competition, however, we believe we possess several strengths that will allow us to be successful.

In this industry, the competitive dynamics center around the quality of cannabis dispensed, the service offered, the location, discounts offered for the products, and the branding, as this plays a significant role in positive perception.

It is through our customer service that we can secure a fair share of the available market. We will ensure that all patients are educated, and that each order is properly dispensed under the State's guidelines with informational printouts. The printouts accompanying the products will provide directions on how customers can safely and effectively consume.

## 2.5 Financial Projections

The projections for our store sales listed below are based on empirical data from other states that have recreational cannabis sales.

<b>FULL CAPACITY MONTHLY PROJECTION</b>				<b>PRODUCT TYPE</b>	<b>COST</b>
<b>PROJ TRANSACTIONS PER MONTH</b>	<b>10,000</b>				
<b>PROJ AVG TICKET (\$)</b>	<b>\$50</b>			<b>FLOWER</b>	
<b>PROJ MONTHLY REVENUE (\$)</b>	<b>500,000</b>			PRICE PER GRAM (Wholesale)	\$9.00
				PRICE PER GRAM (Retail)	\$22.50
<b>PROJ MONTHLY COGS (\$) (-)</b>	<b>-\$233,400</b>			PROJECTED % OF SALES	65%
<b>PROJ MONTHLY HOST FEE</b>	<b>-\$15,000</b>			PROJ MONTHLY REVENUE	\$325,000

<b>PROJ MONTHLY GROSS PROFIT (\$)</b>	<b>\$252,600</b>			<b>PROJ MONTHLY COST</b>	<b>-\$130,000</b>
<b>PROJ MONTHLY NET PROFIT</b>	<b>\$95,584</b>			<b>PROJ MONTHLY +/-</b>	<b>\$195,000</b>
<b>FULL CAP MONTHLY INCOME PROJECTION</b>				<b>WAX/OIL</b>	
<b>REVENUES</b>				<b>PRICE PER GRAM (W)</b>	<b>\$20.00</b>
FLOWER	\$325,000			<b>PRICE PER GRAM (R)</b>	<b>\$50.00</b>
WAX/OIL	\$100,000			<b>PROJECTED % OF SALES</b>	<b>20%</b>
EDIBLES	\$50,000			<b>PROJ MONTHLY REVENUE</b>	<b>\$100,000</b>
VAPORIZERS	\$25,000			<b>PROJ MONTHLY COST</b>	<b>-\$40,000</b>
<b>TOTAL REVENUES</b>	<b>\$500,000</b>			<b>PROJ MONTHLY +/-</b>	<b>\$60,000</b>
				<b>EDIBLES</b>	
<b>COST OF GOODS SOLD</b>				<b>PRICE PER 10 SERVINGS (W)</b>	<b>\$20.00</b>
MJ Inventory	-\$233,400			<b>PRICE PER 10 SERVINGS (R)</b>	<b>\$50.00</b>
Payroll	-\$15,000			<b>PROJECTED % OF SALES</b>	<b>10%</b>
Other Direct Costs	-\$5,675			<b>PROJ MONTHLY REVENUE</b>	<b>\$50,000</b>
Host Fee	-\$15,000			<b>PROJ MONTHLY COST</b>	<b>-\$20,000</b>
<b>TOTAL</b>	<b>-\$269,075</b>			<b>PROJ MONTHLY +/-</b>	<b>\$30,000</b>
<b>GROSS PROFIT</b>	<b>\$230,925</b>				
				<b>VAPORIZERS</b>	
<b>OPERATING EXPENSES</b>				<b>PRICE PER UNIT (W)</b>	<b>\$20.00</b>
Advertising and Promotion	\$2,000			<b>PRICE PER UNIT (R)</b>	<b>\$50.00</b>
Transportation/Security	\$10,000			<b>PROJECTED % OF SALES</b>	<b>5%</b>
Tablet/POS	\$1,000			<b>PROJ MONTHLY REVENUE</b>	<b>\$25,000</b>
Software	\$1,500			<b>PROJ MONTHLY COST</b>	<b>-\$10,000</b>
Salaries	\$30,000			<b>PROJ MONTHLY +/-</b>	<b>\$15,000</b>
Insurance	\$2,000				

Meals and Entertainment	\$1,000				
Misc Expense	\$2,866				
Office Supplies	\$300				
Professional Services	\$1,000				
Rental Payments	\$5,834				
Subcontractor	\$1,000				
Travel	\$1,000				
Website Development	\$500				
<b>TOTAL OPERATING EXPENSES</b>	<b>-\$60,000</b>				
<b>OPERATING PROFIT</b>	<b>\$170,925</b>				
<b>TAXES - PAID ON REV-COGS = \$269,075</b>					
FEDERAL CORPORATE TAX (20%)	\$53,815				
STATE CORP INCOME TAX (8%)	\$21,526				
<b>TOTAL TAX PAID</b>	<b>\$75,341</b>				
<b>NET PROFIT</b>	<b>\$95,584</b>				
<b>NET PROFIT MARGIN (+/-)</b>	<b>19%</b>				

## *Tree Market Lynn LLC*

### **Restricting Access to Age 21 and Older:**

Tree Market Lynn LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

## Tree Market Lynn LLC

### **Record Keeping Procedures:**

Tree Market Lynn LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - 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. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor and eight (8) hour related duty training.

## *Tree Market Lynn LLC*

- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  - d. Personnel policies and procedures; 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)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

## *Tree Market Lynn LLC*

### **Employee Qualifications and Training:**

Tree Market Lynn LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a three (3) hour Responsible Vendor Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. All owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training program.
2. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor training program within ninety (90) days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
5. The Company shall maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training shall include:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and
  - d. Recognizing the signs of impairment.

## *Tree Market Lynn LLC*

- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
  - a. How to check identification;
  - b. Spotting false identification;
  - c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission;
  - d. Provisions for confiscating fraudulent identifications; and
  - e. Common mistakes made in verification.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - a. Local and state licensing and enforcement;
  - b. Incident and notification requirements;
  - c. Administrative and criminal liability;
  - d. License sanctions;
  - e. Waste disposal;
  - f. Health and safety standards;
  - g. Patrons prohibited from bringing marijuana onto licensed premises;
  - h. Permitted hours of sale;
  - i. Conduct of the Marijuana Establishment;
  - j. Permitting inspections by state and local licensing and enforcement authorities;
  - k. Licensee responsibilities for activities occurring within licensed premises;
  - l. Maintenance of records;
  - m. Privacy issues; and

*Tree Market Lynn LLC*

- n. Prohibited purchases and practices.
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

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

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

## *Tree Market Lynn LLC*

### **Quality Control and Testing for Contaminants:**

#### Testing of Marijuana

Tree Market Lynn LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

The Company is not proposing to cultivate or produce its own products at this time. The Company intends to obtain all of its products from other duly licensed Marijuana Establishments.

The Company shall ensure that all marijuana and marijuana products sold at its Marijuana Establishment have been tested by an Independent Testing Laboratory that tests the marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of the Company’s environmental media (*e.g.*, soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission, as applicable.

The Company shall ensure that all marijuana and marijuana products have been tested for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company’s *Transportation Policy* and 935 CMR 500.105(13).

## *Tree Market Lynn LLC*

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

### Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies (as applicable to its Marijuana Retail License):

- (a) To the extent applicable the Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
  1. Well cured and generally free of seeds and stems;
  2. Free of dirt, sand, debris, and other foreign matter;
  3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
  4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
  5. Packaged in a secure area.
  
- (b) The Company shall comply with the following sanitary requirements:
  1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
  2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
    - i. Maintaining adequate personal cleanliness; and

## *Tree Market Lynn LLC*

- ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, 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 shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall 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 shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

## *Tree Market Lynn LLC*

12. Plumbing shall 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 shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
  13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
  14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
  15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
  16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

## *Tree Market Lynn LLC*

### **Separating Recreational from Medical Operations:**

This policy is not applicable, Tree Market Lynn LLC (the “**Company**”) is only applying for a Marijuana Retailer license at this location.

This policy may also be referred to by the Company as the “**Policy for Separating Recreational from Medical Operations**”.

## *Tree Market Lynn LLC*

### **Personnel Policies Including Background Checks;**

Tree Market Lynn LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

1. The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
2. The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
3. The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
4. It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
5. The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
6. The Company shall immediately dismiss any Marijuana Establishment agent who has:
  - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
  - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).
7. The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.
8. The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.

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9. The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
  - a. be 21 years of age or older;
  - b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
  - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
  
10. An application for registration of a marijuana establishment agent shall include:
  - a. the full name, date of birth, and address of the individual;
  - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
  - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
  - d. an attestation that the individual will not engage in the diversion of marijuana products;
  - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
  - f. background information, including, as applicable:
    1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
    2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

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3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
  - (c) any other information required by the Commission.
11. An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“CORI”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
  - a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
  - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).
12. The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
13. The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
14. After obtaining a registration card for a marijuana establishment agent, the Company shall notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

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15. The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
16. Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
17. The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

### **Personnel Record Keeping**

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;

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- f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  4. Personnel policies and procedures; and
  5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

### **Staffing Plan:**

#### Executive Level:

- CEO;
- CFO; and
- COO.

#### Management Level:

- Sales Manager; and
- Security Manager.

#### Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;

#### Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

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### Maintaining of Financial Records:

Tree Market Lynn LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it shall immediately disclose the information to the Commission;
  - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

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- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

## Tree Market Lynn LLC

### **Diversity Plan:**

Tree Market Lynn LLC (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

### **Goals:**

- (1) The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force Essex County is as follows: Women 49.1% and Minorities 19.9%<sup>1</sup>.**
- (2) It shall be a goal of the Company to offer **100% of the Company’s opportunities for advancement to management and executive positions internally**, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- (3) It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity**.

### **Programs:**

To the extent reasonably practicable, the Company shall Implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** during the hiring process for any of its Marijuana Establishments in newspapers of general circulation such as **the Lynn Daily Item**, and post a notice at the municipal offices in **Lynn** for **three (3) months** during the hiring process. The aforementioned notices will state that the Company is specifically looking for women, minorities, or persons with disabilities to work for the Company. The Company also intends to advertise its job openings through **MassHire**.

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<sup>1</sup> <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

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- In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer **100% of the Company's opportunities for** advancement internally.

In furtherance of this goal, the Company shall offer **a management training day once a quarter**. This management training day shall be made available to all employees and will allow employees to shadow management and learn how to perform additional duties and responsibilities of management. Additional duties may include, but are not limited to, opening and closing the facility, reviewing inventory and placing orders, staff scheduling requirements and the implementation of certain security and emergency protocols.

All opportunities for management level employment will first be offered internally via notices sent electronically to employees and posted in employee common areas.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet **quarterly** to review and assess the Company's hires and hiring practices. **Meeting Minutes** will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that **one hundred percent (100%)** of its employees receive education on diversity, implicit biases and sensitivity within the **first ninety (90) days of employment and once annually thereafter**. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;

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- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it has reached out to MassHire to confirm that it can post job offers through that organization; (2) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the “**Diversity Plan**”.