



## Massachusetts Cannabis Control Commission

### Marijuana Delivery Operator

#### General Information:

License Number: MD1316  
Original Issued Date: 03/09/2023  
Issued Date: 02/08/2024  
Expiration Date: 03/09/2025

### MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification Number: PMD5817

### ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Tradesman Exchange LLC

Phone Number: 774-722-3387	Email Address: tradesmanexchange@gmail.com	
Business Address 1: 800 Falmouth Rd	Business Address 2: Unit B-1-C	
Business City: Mashpee	Business State: MA	Business Zip Code: 02649
Mailing Address 1: 800 Falmouth Rd	Mailing Address 2: Unit B-1-C	
Mailing City: Mashpee	Mailing State: MA	Mailing Zip Code: 02649

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE303508

### ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

#### License 1

Additional Social Equity or Economic Empowerment License Numbers: EE202151

#### License 2

Additional Social Equity or Economic Empowerment License Numbers: SE303508

### PERSONS HAVING DIRECT OR INDIRECT CONTROL

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51	Percentage Of Control: 51		
Role: Board Member	Other Role: CEO		
First Name: Jeffrey	Middle Name: G.	Last Name: Pepi	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: White

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 5      Percentage Of Control: 5

Role: Owner / Partner      Other Role:

First Name: Leona      Middle Name:      Last Name: Leaver      Suffix:

Gender: Female      User Defined Gender:

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

Specify Race or Ethnicity: White

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 44      Percentage Of Control: 44

Role: Board Member      Other Role: Treasurer

First Name: John      Middle Name: P      Last Name: Marcellino      Suffix:

Gender: Male      User Defined Gender:

What is this person's race or ethnicity?: American Indian or Alaska Native, Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity: American Indian

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Jeffrey      Last Name: Pepi      Suffix:

Types of Capital: Monetary/Equity      Other Type of Capital:      Total Value of the Capital Provided: \$1000      Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jeffrey      Last Name: Pepi      Suffix: Jr

Marijuana Establishment Name: Tradesman Exchange LLC      Business Type: Other

Marijuana Establishment City: Mashpee      Marijuana Establishment State: MA

Individual 2

First Name: John      Last Name: Marcellino      Suffix:

Marijuana Establishment Name: Tradesman Exchange LLC      Business Type: Other

Marijuana Establishment City: Mashpee      Marijuana Establishment State: MA

Individual 3

First Name: Leona Last Name: Leaver Suffix:  
Marijuana Establishment Name: Tradesman Exchange LLC Business Type: Other  
Marijuana Establishment City: Mashpee Marijuana Establishment State:  
MA

#### MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 800 Falmouth Road Establishment Address 2:  
Establishment City: Mashpee Establishment Zip Code: 02649  
Approximate square footage of the establishment: 2200 How many abutters does this property have?: 30  
Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee 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 tradesman.pdf	pdf	6310c66644fa35000adf60a2	09/01/2022
Community Outreach Meeting Documentation	Tradesman Exchange Presentation.pdf	pdf	6310c69b44fa35000adf6126	09/01/2022
Certification of Host Community Agreement	Outreach certification.pdf	pdf	6310ca63d239e20007e68931	09/01/2022
Community Outreach Meeting Documentation	website.zoom link.jpg	jpeg	6310cb2dd239e20007e68a5f	09/01/2022
Community Outreach Meeting Documentation	Website.presentation.jpg	jpeg	6310cb3544fa35000adf6b6c	09/01/2022
Plan to Remain Compliant with Local Zoning	Plan to remain compliant with local zoning.pdf	pdf	6310cc6b44fa35000adf6d1b	09/01/2022
Community Outreach Meeting Documentation	Notice in Newspaper.Attachment A.pdf	pdf	631a8425d239e20007ef2bc4	09/08/2022
Community Outreach Meeting Documentation	Notice to Town.Attachment B.pdf	pdf	631a8494d239e20007ef2be4	09/08/2022
Community Outreach Meeting Documentation	Notice to Abutters.Attachment C.pdf	pdf	631a849b44fa35000ae7f45a	09/08/2022
Community Outreach Meeting Documentation	Town approval of virtual outreach meeting.town administrator.9.14.22.pdf	pdf	632b67cdd87e7d0009eabbd0	09/21/2022

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

#### POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	6310ce9544fa35000adf71ec	09/01/2022

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Date generated: 08/05/2024

Role:

Other Role:

First Name: Jeffrey

Last Name: Pepi   Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role:

Other Role:

First Name: John

Last Name: Marcellino   Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role:

Other Role:

First Name: Leona

Last Name: Leaver   Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Certificate good standing dor 1-13-24.pdf	pdf	65aa809e7252ab00087857af	01/19/2024
Secretary of Commonwealth - Certificate of Good Standing	Certificate good standing Gavin.PDF	pdf	65aa81937252ab0008785862	01/19/2024
DUA attestation if no employees	DUA Affidavit.no employees.PDF	pdf	65aa81b17252ab00087858a6	01/19/2024

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Amendment.SOS.pdf	pdf	6310d5b5d239e20007e69da8	09/01/2022
Bylaws	Operating Agreement 8.18.22.pdf	pdf	6310d64fd239e20007e69e60	09/01/2022
Bylaws	attestation as to NG.9.21.22.pdf	pdf	632b6ed48f0d7a00097bf8db	09/21/2022

Massachusetts Business Identification Number: 001453093

Doing-Business-As Name: Tribal Fire Cannabis Delivery

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Tradesman Exchange Business Plan.10.25.2021.pdf	pdf	6176f4b46155aa37c42507e9	10/25/2021
Business Plan	Attestation.NG.pdf	pdf	6176f54fbd22c2379112c7be	10/25/2021
Plan for Liability Insurance	Tradesman Exchange 2024 Liability-WC.pdf	pdf	65aa81e158452f0008991f35	01/19/2024



Proposed Timeline	Proposed Timeline.pdf	pdf	65aa822b7252ab0008785901	01/19/2024
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## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Security Plan.pdf	pdf	61719e15390c0007ff234407	10/21/2021
Dispensing procedures	Dispensing Procedures.pdf	pdf	61719e2735146307e53a4a52	10/21/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	61719e31390c0007ff23440b	10/21/2021
Storage of marijuana	Storage of Marijuana Summary.pdf	pdf	61719e3d2f57c207f8c9ecbb	10/21/2021
Transportation of marijuana	Transportation Plan.pdf	pdf	61719e4735146307e53a4a56	10/21/2021
Inventory procedures	Inventory Procedures 8.31.20.pdf	pdf	61719e8209d982080769bd3f	10/21/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivery Plan.pdf	pdf	61719e97a99f8607de9bae20	10/21/2021
Qualifications and training	Qualifications and Intended Training for Agents.pdf	pdf	61719ea9a99f8607de9bae24	10/21/2021
Quality control and testing procedures	Quality Control and Testing Procedures.pdf	pdf	61719ec5a99f8607de9bae28	10/21/2021
Record-keeping procedures	Record Keeping.pdf	pdf	61719f2be0701308246448cd	10/21/2021
Maintenance of financial records	Maintaining Financial Records.pdf	pdf	61719f48e0701308246448d1	10/21/2021
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	61719f57ebb10307d07aa6d0	10/21/2021
A plan to obtain marijuana and marijuana products	Plan to Obtain Marijuana.pdf	pdf	61719fa7e0701308246448dd	10/21/2021
A detailed plan for White Labeling	White Labeling Procedures.pdf	pdf	61719fb647037007d79ed3ba	10/21/2021
Personnel policies	Personnel.Employee Staffing.10.25.21.pdf	pdf	6176f6ac99d47637982b7080	10/25/2021

## COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

**Description of Progress or Success:** Business has not opened yet. Future employees have been interviewed. Northeast Community Services has agreed to accept donations of time and funds.

## COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

**Description of Progress or Success:** Business has not opened yet. Future employees have been interviewed.

## HOURS OF OPERATION

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

Sunday From: 9:00 AM

Sunday To: 9:00 PM

### ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.:

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.:

Notification:

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

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 Agree

I certify that all information contained within this renewal application is complete and true.: I Agree

### AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

Record 1

Owner First Name: Owner Last Name: Owner Suffix:

Provider Legal Name: Provider DBA:

Provider Description:

Provider Phone: Provider Email: Provider Website:

Provider Address 1: Provider Address 2:

Provider City: Provider State: Provider Zip Code: Provider Country:

Provider Mailing Address 1: Provider Mailing Address 2:

Provider Mailing City: Provider Mailing State: Provider Mailing Zip Code: Provider Mailing Country:

### THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

## Host Community Agreement Certification Form

### Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

### Certification

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

1. Name of applicant:

Tradesman Exchange, LLC

2. Name of applicant’s authorized representative:

John Marcellino

3. Signature of applicant’s authorized representative:



4. Name of municipality:


Town of Mashpee

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

Rodney C. Collins - Town Manager



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

 **RODNEY C. COLLINS**  
**Town Manager**

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

bos@mashpeema.gov

8. Host community agreement execution date:

7/11/22



# TRADESMAN EXCHANGE LLC

800 Falmouth Road, Mashpee, MA 02649

Prospective Licensed Adult Use Marijuana Establishment Delivery Operator and Marijuana Courier under 935

CMR 500.000 Certified Economic Empowerment and Social Equity Applicant

**TRADESMAN EXCHANGE LLC- CANNABIS DELIVERY**





# TRADESMAN EXCHANGE- CANNABIS DELIVERY

**800 Falmouth Road, Mashpee, MA 02649**

**Tradesman Exchange's mission** is to provide our customers with the most professional, fast, dependable, and technologically advanced delivery service in Massachusetts. We pride ourselves on our unique way of developing great relationships with our customers and provide them with the highest level of service.

We deliver cannabis to consumers at their homes originating from purchases from licensed Marijuana Retailers and our own clients via online and phone orders.

## Delivery



# LICENSE TYPES



## Delivery Operator

an entity licensed to purchase at wholesale and warehouse finished products acquired from a licensed entity. These products are then sold and delivered directly to Consumers.

(Warehouse to Consumer)

(Not authorized to repackage marijuana or marijuana products or operate a storefront)

## Marijuana Courier

an entity licensed to deliver finished Marijuana Products, Marijuana Accessories, and Branded Goods. These items flow directly to Consumers from a Marijuana Retailer, or directly to Registered Qualifying Patients or Caregivers from an MTC,

(Retailer to Consumer)

(Not authorized to sell directly to consumers, not authorized to Wholesale, Warehouse, Process, or Repackage)





# ESTABLISHMENT LOCATION

800 Falmouth Road, Mashpee: Delivery Operator





# ESTABLISHMENT LOCATION

800 Falmouth Road, Mashpee



# ESTABLISHMENT LOCATION

800 Falmouth Road, Mashpee

# Executives



**Nicholas A. Gomes, Esq.**

Law Office of Nicholas A. Gomes, P.C.;

Legal Counsel for licensing, permitting and  
regulatory compliance



**Jeffrey Pepi, Jr.**

Growing in Health; CBD Retail Store

Strategic Transitions - Consulting &  
3rd Party Administration

Hemp Drop Delivery Service

# Executives



**Leona Leaver**

LL Medical Transportation  
Certified Federal Women In  
The Workplace



**Chef John Marcellino**

Owner The Station Grill  
Chef for 30+ years  
Falmouth Station Master  
Peter Pan Ticketing



# Vehicle Specifications



- Plain Unmarked Vehicles  
(No Cannabis Markings)
- Multiple Vehicle Types
- Randomized Routes
- GPS
- Audio/Visual Surveillance
- Lockbox/Cargo Container affixed to vehicle and locked at all times
- Legal Window Tint
- Alarm System
- Cashless Electronic Transactions
- 1 Starting Vehicle - up to 5 considered



# Secure Hybrid Vehicle



## Lock Box:

Product is stored in a locked storage box custom fit for the vehicle secured to the vehicle in both interior and rear trunk access points.



## Tint:

Window tint will be comply with State limit.



## Security:

Audio/Visual Camera equipped in front and rear. GPS and Real Time Video Monitoring.



# Overview Of Security Procedures



## Security, Surveillance, and Alarm Components:

Tradesman Exchange will have a security surveillance system that is designed to prevent theft or an unauthorized intrusion. The surveillance feed will be monitored in accordance State law.

- Exterior + Interior CCTV
- Key-Card access for secure entry points.



## Third Party Security Audits:

Tradesman Exchange shall annually obtain at its own expense, a security system audit by a vendor approved by the Commission.



## Employee Safety:

The vehicle and facilities are designed to provide safety to our employees and they will have access to a silent alarm in the event of encountering crime or other danger.

# INDEPENDENT TESTING OF PRODUCTS FOR SAFETY AND HEALTH



## Test report: Flower #12

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

## Cannabinoid Profile

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

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

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

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

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

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



## Test report: Concentrate #6

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

## Cannabinoid Profile

Cannabinoid	%
THC	4.1%
CBD	Not detected
CBN	Not detected
THCa	92.3%
CBDa	Not detected
Δ-8 THC	Not detected
CBGa	0.4%
THCv	Not detected
CBDv	Not detected
CBC	0.3%
Total Cannabinoids	97.20%
Max THC	85.15%
Max CBD	Not detected

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

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

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

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

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# Storage Of Products



## Storage of Finished Products:

**All finished marijuana products shall be secured in a locked vault to prevent diversion, theft and loss.**

- All safes, vaults, or areas used for the storage of marijuana products shall be kept securely locked and protected from entry, except for the actual time required to remove or replace marijuana.
- All locks and security equipment shall be kept in good working order.
- Security measures, such as combination numbers, passwords or electronic or biometric security systems shall be used on the property and only shared with specifically authorized employees.

## Incident Reporting:

Tradesman Exchange shall notify appropriate authorities and the Commission of any breach of security within 24 hours following discovery of the breach.

### Notification shall occur during the following occasions:

- Discovery of discrepancies identified during inventory;
- Diversion, theft or loss of any marijuana product;
- Any criminal action involving or occurring on or in the property;
- Unauthorized destruction of marijuana;
- Any loss or unauthorized alteration of records related to marijuana;
- An alarm activation or other event that requires response by public safety personnel;
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours;

# Timeline



Community Outreach  
Meeting  
May 26 2022



June 2022  
Host Community  
Agreement



CCC Provisional  
License  
July 2022



August-September 2022  
Installation of Security  
Features and limited  
interior construction



CCC Final License  
October 2022



November 2022  
Commencement of  
Operations



# Community Partners



## **Responsible Team:**

Experienced Operators with existing CCC and Municipal approval including stringent background checks and application process



## **Community Impact Fee:**

Total allowable impact fee of 3% gross revenue



## **Economic Empowerment:**

Expedited and Priority CCC Application Review Delivery 3 Year exclusivity period



## **Positive Impact Plan:**

Plan to promote local community by working with the Chamber of Commerce to promote new cannabis business growth and training.



## **Diversity Plan:**

Plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation



## **Economic Development:**

Our investment and community partnership will collaterally affect local economy with increased job opportunities.







# TRADESMAN EXCHANGE LLC

Licensed Delivery Marijuana Establishment  
For Adult Use under 935 CMR 500.000

## 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): 5/26/2022
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

*Only 1 person from the public  
came to our meeting.*



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: 5/6/22
- b. Name of publication: MashpeeEnterpris

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: 5/5/22

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

- a. Date notice(s) mailed: 5/5/22

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
  - d. A plan by the ME or MTC to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Tradesman Exchange LLC

Name of applicant's authorized representative:

Jeffrey Pepi

Signature of applicant's authorized representative:







Click the link to enter the Zoom meeting  
05/26/2022 at 5:30 PM  
Community Outreach

5-26-22 ZOOM

<https://us02web.zoom.us/j/82889758068>





## Community Outreach Presentation

Tradesman Exchange Community Outreach meeting 5.26.22  
(pdf)

Download

Tradesman Exchange

Let me know if you have any questions!



**TRADESMAN EXCHANGE, LLC**  
**PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Tradesman Exchange, LLC (“Tradesman Exchange”), will, at all times, remain compliant with local zoning requirements set forth in the Town of Mashpee’s Zoning bylaws, ordinances and regulations, including the selection of its prospective Marijuana Establishment at 800 Falmouth Road, Mashpee, Massachusetts, which allows for the proposed use.

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

Tradesman Exchange will apply for any local permits required to operate a Marijuana Delivery establishment at the proposed location. Tradesman Exchange will comply with all conditions and standards set forth in any local permit required to operate with the intended uses at the proposed location.

Tradesman Exchange has attended all meetings to execute a Host Community Agreement with the Town of Mashpee. Tradesman Exchange will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Tradesman Exchange remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, security, operation, and licensure.

The property has an approved special permit. Tradesman Exchange will not need to obtain a new special permit.

[https://www.cape-news.net/legal\\_ads/legal-notice---may-6-2022/article\\_8239a898-c6fd-11ec-8b49-13e5a6e43c51.html](https://www.cape-news.net/legal_ads/legal-notice---may-6-2022/article_8239a898-c6fd-11ec-8b49-13e5a6e43c51.html)

## Legal Notices - May 6, 2022

May 6, 2022

Home / Legal Notices

*The legal notices that ran in the print editions of the Enterprise newspapers on May 6, 2022*

The Falmouth Enterprise The Bourne Enterprise The Mashpee Enterprise The Sandwich Enterprise

As ran in the Classified section in all four Enterprise newspapers

## From The Falmouth Enterprise

The **FALMOUTH CONSERVATION COMMISSION** will hold a public hearing under Section 40, Chapter 131 of the general laws of the Commonwealth of Massachusetts Wetlands Protection Act and/or the Town of Falmouth Wetlands Protection Bylaw on **Wednesday May 18, 2022 at 7:00 PM**.

In accordance with Chapter 22 of the Acts of 2022, relating to the 2020 novel Coronavirus outbreak, **the May 18, 2022 public meeting of the Falmouth Conservation Commission shall be physically closed to the public to avoid group congregation.**

Alternative public access to this meeting shall be provided in the following manner:

1.The meeting will be televised via Falmouth Community Television.

2.Real-time public comment can be addressed to the Conservation Commission utilizing the Zoom virtual meeting software for remote access. This application will allow users to view and participate in the meeting. Text comments submitted with the Chat function will be read into the record at the appropriate points in the meeting.

a.Zoom Login instructions:

i.Instructions and the meeting link for this specific meeting can be found at the following web address:

**<http://www.falmouthma.gov/Conservation>**

ii.Please plan on 10-15 minutes of preparation time to log in though it may be less if you have previously used Zoom on the device you will use to access this meeting.

3.Additionally public comments may be sent in advance of the meeting to **concom@falmouthma.gov** at least 5 hours prior to the beginning of the meeting. Documents and audio or video files may also be submitted via email. Submitted email comments and documents will be made a part of the meeting record and may be read into the record, summarized or displayed during the meeting at the discretion of the chair.

4.Applicants, their representatives and individuals with enforcement matters before the Conservation Commission may appear remotely and are not required to be physically present. Applicants, their representatives and individuals with enforcement matters before the Conservation Commission may contact the Conservation Department to arrange an alternative means of real time participation if unable to use the Zoom virtual meeting software. Documentary exhibits and/or visual presentations should be submitted in advance of the meeting to **concom@falmouthma.gov** so they may be displayed for remote public access viewing.

**Complete applications are available by request and will be sent via email.**

### REQUESTS FOR DETERMINATION OF APPLICABILITY

**Brian J. Cormican, 59 Grand Avenue, Falmouth, MA** – For permission to upgrade the existing sewage disposal system to meet Title V standards.

**Anthony R. Coskren, Nicholas P. Coskren, and Matthew R. Norton, 64 Thomas Lane, Falmouth, MA** – For permission to remove the existing deck and porch, to construct a new porch, and to install drywells.

**Chris Carney, 26 Loren Road, Falmouth, MA** – For permission to install a pool with a pool apron, fence, and storage area.

**Gansett Trust, c/o Jim Ware, 0 Gansett Road, Falmouth, MA** – For permission to relocate an existing, licensed pile and to add two new piles at the end of an existing, licensed float.

**Richard A. Kendall, 26 Green Harbor Road, East Falmouth, MA** – For permission to reconstruct an existing deck in the same footprint.

#### REQUESTS FOR A HEARING UNDER A NOTICE OF INTENT

**Matthew J. and Elizabeth B. Raider, 10 Meadow Neck Road, Waquoit, MA** – For after-the-fact permission to modify a set of access stairs, to remove an unpermitted platform and ramp, and to restore the salt marsh.

**Bruce and Hedy Buch, 172 Grand Avenue, Falmouth, MA** – For permission to reconstruct the existing roof, to remove an existing landing and cantilevered shelf, to construct a rinse station and landing, to install drywells and mitigation plantings, and to construct a cantilevered deck.

**Melissa T. O'Dell, George Veronis Revocable Trust, 54 Sam Turner Road, Falmouth, MA** – For permission to upgrade the existing sewage disposal system and install conduits under the existing driveway.

**Steven and Stephanie Kasok, 39 Jetty Lane, West Falmouth, MA** – For permission to raze an existing dwelling, construct a new dwelling, and upgrade the existing sewage disposal system to meet Title V standards.

#### REQUESTS TO AMEND AN EXISTING ORDER OF CONDITIONS

**AC Cape Cod LLC, 836 Palmer Avenue, Falmouth, MA** – Request to amend the Order of Conditions for MA DEP# 25-4444 to permit the originally proposed construction access and the removal of trees, and to permit the stabilization and restoration of disturbed areas.

By Order of: Jamie Mathews, Chairman

Falmouth Conservation Commission

May 6, 2022

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#### TOWN OF FALMOUTH

#### PLANNING BOARD

#### PUBLIC MEETING NOTICE

APPLICANT: Susan Perkins

Location: 41 Sidewinder Rd

Map# 22 03 001 238

PROPOSAL: Site Plan Review application to construct an attached (basement) accessory apartment

DATE & TIME: Tuesday, May 24, 2022 at 6:30pm

PLACE: Falmouth Town Hall

59 Town Hall Sq

Falmouth, MA 02540

Documents may be viewed online at: <https://www.falmouthma.gov/1327/Applications-Currently-Under-Review>

By Order of the Planning Board

Paul Dreyer

Clerk/Secretary

Publishing Date:

5.6.22

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## From The Bourne Enterprise

#### LEGAL NOTICE

#### NOTICE OF PUBLIC SALE

Notice is hereby given by Thomas Auto Body Shop, Inc. of 15 Fort Hill Street, Hingham, MA, pursuant to the provisions of Mass G.L. c. 255, Section 39A, that they will sell the following vehicles on or after May 21, 2022 beginning at 10:00 a.m. by public or private sale to satisfy their garage keeper's lien for towing, storage, and notices of sale:

1.2014 Ford Explorer VIN 1FM5K8GT0EGA35646

2.2019 Honda Accord VIN 1HGCV1F39KA033969

Signed,

John J. Thomas

Thomas Auto Body Shop, Inc.

May 6, 13, 20, 2022

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## From The Mashpee Enterprise

### **MASHPEE ZONING BOARD OF APPEALS**

#### **PUBLIC HEARINGS NOTICE**

#### **MAY 25, 2022**

The Mashpee Zoning Board of Appeals will hold Public Hearings on

Wednesday, May 25, 2022, at 6:00 p.m. Waquoit Meeting Room at the

Mashpee Town Hall,

16 Great Neck Road North, Mashpee, MA

Broadcast Live on Local Channel 18\*

Streamed Live on the Town of Mashpee Website: <https://www.mashpeeema.gov/channel-18>\*

#### **NEW HEARINGS:**

174 Captains Row: Owners, John S. Kelley and Carol D. Kelley request a Variance under §174-33 (Setbacks from wetlands) of the Zoning Bylaws to allow for construction of an in-ground pool on property located in an R-3 Zoning District, Map 96 Parcel 30, Mashpee, MA.

0 Country Club Lane: Owner, Kenneth E. Marsters, Prime Homes requests a Special Permit under §174-51 (B) (C) of the Zoning Bylaws to allow for construction of a 55 sq. ft. sign at the front entrance of the subdivision with lettering on both sides of the fence that reads; "Country Club Estates", on property located in an R-5 Zoning District, Map 59 Parcel 39, Mashpee, MA.

Plans may be viewed prior to the hearings in the ZBA office.

Per Order of: Jonathan D. Furbush, Chairman

Mashpee Zoning Board of Appeals

May 6, 13, 2022

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### **CONSERVATION COMMISSION**

#### **PUBLIC HEARING**

#### **NOTICE**

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, a public hearing will be held at the Mashpee Town Hall on May 12, 2022 at 6:03 p.m. on the application to Amend Order of Conditions 43-3139 submitted by the Town of Mashpee to repave the existing paved driveway and perform drainage improvements on property located at 664 Great Neck Road South, Assessor's Map 104 Parcel 79.

In accordance with plans on file with the Mashpee Conservation Commission.

Chad R. Smith

Chairman



**Pdfs of the application and plans are available upon request by emailing the Mashpee Conservation Department @ [sducharme@mashpeeema.gov](mailto:sducharme@mashpeeema.gov)**

**NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be posted in Town Hall not less than forty-eight (48) hours in advance.**

**May 6, 2022**

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**CONSERVATION COMMISSION**

**PUBLIC HEARING**

**NOTICE**

In accordance with the provisions of the Town of Mashpee Conservation Bylaw, Chapter 172, Rules and Regulations concerning wetlands, and Chapter 131, §40, Massachusetts General Laws, a public hearing will be held at the Mashpee Town Hall on May 12, 2022 at 6:00 p.m. on the application of a Request for Determination of Applicability submitted by Nicole & Christopher Walters, to allow for septic system upgrade on property located at 10 Alma Road. Assessor's Map 111, Parcel 199.

In accordance with plans on file with the Mashpee Conservation Commission.

Chad R. Smith

Chairman

Pdfs of the application and plans are available upon request by emailing the Mashpee Conservation Department @ [sducharme@mashpeeema.gov](mailto:sducharme@mashpeeema.gov)

NOTE: Notice of the public hearing, including date, time and place, will be published at least five (5) days in advance in the Mashpee Enterprise or Cape Cod Times. Notice will also be posted in Town Hall not less than forty-eight (48) hours in advance.

May 6, 2022

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**Commonwealth of Massachusetts**

**Executive Office of Energy and Environmental Affairs**

MEPA Office

100 Cambridge St., Suite 900

Boston, MA 02114

Telephone 617-626-1020

**PUBLIC NOTICE OF ENVIRONMENTAL REVIEW**

PROJECT: The proposed work includes dredging to regain water depth adequate for boating access to and from the existing float pier at 80 Punkhorn Point Road, Mashpee. Dredge bottom area of approximately 38,800 square feet, with a dredge limit area of approximately 61,400 square feet. Dredge volume is approximately 4,900 cubic yards in Popponesset Bay. The existing dock structure at 80 Punkhorn Point Road is licensed under No. 10333. Proposed dredging begins approximately 37 feet from the existing saltmarsh on water frontage at 80 Punkhorn Point Road and extends to the deeper waters within Popponesset Bay, approximately 740 feet further seaward.

LOCATION: 80 Punkhorn Point Road, Mashpee, MA

PROPONENT: John J. Weltman and James C. Atkins

The undersigned is submitting an Environmental Notification Form ("ENF") to the Secretary of Energy & Environmental Affairs on or before

May 6, 2022

This will initiate review of the above project pursuant to the Massachusetts Environmental Policy Act ("MEPA," M.G.L. c. 30, ss. 61-62L). Copies of the ENF may be obtained from:

Cape and Islands Engineering, Inc., 800 Falmouth Road, Suite 301C, Mashpee, MA 02649 Phone: 508-477-7272 or Fax: 508-477-9072

Electronic copies of the ENF are also being sent to the Conservation Commission and Planning Board of Town of Mashpee.

The Secretary of Energy & Environmental Affairs will publish notice of the ENF in the Environmental Monitor, receive public comments on the project, and then decide if an Environmental Impact Report is required. A site visit and/or remote consultation session on the project may also be scheduled. All persons wishing to comment on the project, or to be notified of a site visit and/or remote consultation session, should email [MEPA@mass.gov](mailto:MEPA@mass.gov) or the MEPA analyst listed in the Environmental Monitor. Requests for language translation or other accommodations should be directed to the same email address. Mail correspondence should be directed to the Secretary of Energy & Environmental Affairs, 100 Cambridge St., Suite 900, Boston, Massachusetts 02114, Attention: MEPA Office, referencing the above project.

By John Weltman and James Atkins c/o Cape & Islands Engineering, Inc.

May 6, 2022

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## From The Sandwich Enterprise

**A public hearing will be held at the Sandhill School, 16 Dewey Ave, Sandwich, MA on Wednesday, May 18, at 7:00 PM as required under the Chapter 7, Town of Sandwich Bylaws and Massachusetts General Law, Chapter 131, Section 40. Plans are available for viewing at 16 Jan Sebastian Dr. Sandwich, MA.**

### TOWN OF SANDWICH

#### CONSERVATION COMMISSION

##### Notice of Public Hearing

1. Notice is hereby given Jeffries Wyman c/o Coastal Engineering has filed a Notice of Intent for proposed shorefront protection and associated site work at Map 85- Parcel 001 located at 116 Salt Marsh Road, East Sandwich, MA.

2. Notice is hereby given Eileen Holland c/o David Lawler has filed a Notice of Intent for the proposed reconstruction of two decks at Map 77 – Parcel 91 located at 84 Roos Road, East Sandwich, MA.

Kimberly Walsh, Chairman

Sandwich Conservation Commission

May 6, 2022

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### TOWN OF SANDWICH

#### PUBLIC HEARING NOTICE

##### PLANNING BOARD

The Sandwich Planning Board will hold a Public Hearing on the application of ASD Cotuit MA Solar LLC, Applicant and Property Owner, for a Special Permit Amendment for property located at 180 Cotuit Road, Map #13 Parcel #44, Sandwich, MA, for the purpose of amending construction hours. The Public Hearing will be held on May 17, 2022, at the Sand Hill School Community Center, 16 Dewey Avenue, Sandwich, MA at 7:00 p.m. The public record information can be viewed at the Planning & Development office, 16 Jan Sebastian Drive, Sandwich, MA during normal business hours, Monday – Friday, 8:30 a.m. to 4:30 p.m.

Jeffrey R. Picard, Chair,

Sandwich Planning Board

April 29, 2022

May 6, 2022

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### TOWN OF SANDWICH

#### PUBLIC HEARING NOTICE

##### BOARD OF APPEALS

The Sandwich Board of Appeals will hold a Public Hearing on the application of Samuel and Elisa Battles, Applicants and Property Owners, for a Special Permit under Section 3560 of the Sandwich Protective Zoning By-Law for property located at 3 Grace Lane, Forestdale, MA Assessor's Map #6, Parcel #203, for the purpose of installing a fence exceeding six feet. The Public Hearing will be held on May 24, 2022 at the Sand Hill School Community Center, 16 Dewey Ave, Sandwich, MA at 6:00 p.m. The public record information can be viewed at the Planning & Development office, 16 Jan Sebastian Drive, Sandwich, MA, Monday-Friday 8:30 a.m. to 4:30 p.m.

Erik Van Buskirk, Chair

Sandwich Board of Appeals

Publication: Sandwich Enterprise

Publication Dates: May 6 and May 13, 2022

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## **TOWN OF SANDWICH**

### **INVITATION FOR BIDS**

#### **MOBILE FOOD AND SOUVENIR**

##### **CONCESSIONS**

Mobile Food Concessions – Wakeby Pond, Sandwich Marina, Snake Pond

The Town of Sandwich is accepting bids for one mobile food concession at each of the following locations for the 2022 Summer Season. The Town will award the concession license to whoever bids the highest lump sum dollar amount, based on a \$150.00 minimum bid for the entire 2022 Summer Season at each location.

1)Wakeby Pond Beach, Off South Sandwich Road, South Sandwich

2)Sandwich Marina, Ed Moffitt Drive, Sandwich

3)Snake Pond, Snake Pond Road, Forestdale

One Souvenir Concession at Boardwalk Parking Lot

The Town of Sandwich is accepting bids for one mobile souvenir concession at the Boardwalk Parking lot for the 2022 Summer Season. The Town will award the bid to whoever bids the highest lump sum dollar amount for a souvenir concession, based on a \$150.00 minimum bid for the entire season. When awarding the license, the Town will take into consideration the types of articles to be sold and presentation appropriate for the area. Items that will be prohibited for sale include swimming items (e.g., 'boggie' boards, noodles, etc.) kites, balloons, and items that have a significant amount of wrapping producing roadside trash.

One Mobile Food Concession at Town Neck Beach

The Town of Sandwich is accepting bids for a mobile food concession at Town Neck Beach. The Town will award the contract to whomever offers the highest lump sum bid based on a \$750 minimum bid for the entire 2022 Summer Season.

##### **All Proposals**

The Town will plan to award concessions to operate effective Wednesday June 15, 2022 through Tuesday October 11, 2022. The concessioner understands that if public safety requires, the Town may close public beaches and concession sites. The Town will not offer any refunds if public safety closures are required. The Concession will be awarded in the best interest of the Town. All vendor staff must have a beach sticker or parking pass. Vendor employee vehicles can only take up one parking spot at a time. All vendor employees must be respectful to all Town full time and seasonal staff. The Town reserves the right in its sole discretion to cancel the contract if these terms are not met.

All proposers must be willing to sign the Town's standard contract for concession operations which includes such provisions as required insurance, waivers of liability, and proper approvals from state and local health departments, as appropriate. Copies of the standard contract are available for viewing in the Office of the Board of Selectmen, 130 Main Street, Sandwich, MA and may be emailed by calling 508-888-4910.

Letters of interest and the price proposal must be submitted by Friday May 27, 2022 at 4:30 P.M. to Sandwich Town Hall, Attn.: 2022 Concession Letters of Interest, 130 Main Street, Sandwich, MA 02563.

George H. Dunham

Town Manager

May 6, 2022

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## **From All Four Enterprise Newspapers**

### **COMMONWEALTH OF MASSACHUSETTS**

#### **THE TRIAL COURT**

**PROBATE AND FAMILY COURT**

**Docket No. BA20P1402EA**

**Estate of: Linda H. Worrest**

**Date of Death: 05/01/2020**

Barnstable Probate and Family Court

3195 Main Street

P.O. BOX 346

Barnstable, MA 02360

508-375-6710

**INFORMAL PROBATE PUBLICATION NOTICE**

To all persons interested in the above captioned estate, by Petition of

Petitioner

**Jennifer S. Barth of Cotuit MA**

a Will has been admitted to informal probate.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

May 6, 2022

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**COMMONWEALTH OF MASSACHUSETTS**

**LAND COURT**

**DEPARTMENT OF THE TRIAL COURT**

**Docket No. 22 SM 001222**

**ORDER OF NOTICE**

To:

**The Heirs, Devisees and Legal Representatives of the Estate of Albert J. Cochrane, Albert J. Cochrane, Jr., Stephen Cochrane, David Cochrane aka Dave Cochrane, Laura Cabral, Barbara Duffey**

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

**GITSIT Solutions, LLC**

claiming to have an interest in a Mortgage covering real property in Bourne numbered 49 Saint Margarets Street, given by Albert J. Cochrane and Geraldine A. Cochrane to MetLife Home Loans, a Division of MetLife, N.A., dated June 24, 2009, and recorded in Barnstable County Registry of Deeds in Book 23848, Page 292, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before 6/13/2022 or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness, GORDON H. PIPER Chief Justice of this Court on 4/29/2022.

Attest: Deborah J. Patterson, Recorder

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by Susan S. Garvey to Rockland Trust Company, a banking institution duly organized under the laws of the Commonwealth of Massachusetts, said mortgage being dated October 30, 2013 and recorded with the Barnstable County Registry of Deeds in Book 27802, Page 207, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 A.M. on the 9th day of June, 2022 upon the mortgaged premises located at 63 Rosemary Lane, (East) Falmouth, Barnstable County, Massachusetts, all and singular being the premises described in said mortgage, to wit:

A certain parcel of land with the buildings thereon situated in that part of Falmouth, called Davisville, Barnstable County, Massachusetts, being shown as LOT 9 on a "Subdivision Plan of Land in Falmouth-Mass. for Ellmont Corp. Scale 1" – 50' June 8, 1973" which said plan is duly filed with the Barnstable County Registry of Deeds in Plan Book 282, Page 32. Said lot containing 15,000 square feet, more or less.

Subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions and layouts, and takings of record, insofar as they are in force and applicable.

For Mortgagor's Title see deed recorded with the Barnstable County Registry of Deeds in Book 8414, Page 209.

Said premises are to be sold and conveyed subject to and with the benefit of all mortgages, restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, federal and state tax liens, other liens and existing encumbrances of record created prior to the mortgage, if there be any, outstanding water and/or sewer charges, to covenants, rights, reservations, conditions and/or other enforceable encumbrances of record created prior to the mortgage, to all tenancies and/or rights of parties in possession, and to rights or claims in personal property installed by tenants, former tenants, or others now located upon the premises, and to rights or claims of others now located upon the premises, if any of the aforesaid there be.

Said premises will also be sold subject to all laws and ordinances, including but not limited to zoning, applicable Massachusetts or local building and/or sanitary codes, and statutory requirements with respect to smoke detectors, lead paint, and rent control, as the same may be applicable. No representations express or implied, are made with respect to any matter concerning the mortgaged premises, which shall be sold "as is".

Together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters.

### TERMS OF SALE:

Fifteen Thousand and No/100 (\$15,000.00) Dollars in cash or certified or bank treasurer's or cashier's check at the time and place of the sale by the purchaser and the balance of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale and shall be deposited in escrow with Jack J. Mikels, Esq., Jack Mikels & Associates, LLP, 1 Batterymarch Park, Suite 309, Quincy, MA 02169. The deed shall be delivered within thirty (30) days of receipt of the balance of the purchase price, said receipt being the only condition of escrow. The successful bidder shall be required to sign a Memorandum of Sale containing the above terms at Auction Sale. In the event of a typographical error or omission contained in this publication, the description of the premises set forth and contained in said Mortgage shall control.

### OTHER TERMS TO BE ANNOUNCED AT THE SALE.

Rockland Trust Company,

By its Attorney-In-Fact

Jack J. Mikels

Jack Mikels & Associates, LLP

1 Batterymarch Park, Suite 309

Quincy, MA 02169

(617) 472-5600

Daniel P. McLaughlin & Co. 31 New Chardon Street

Boston, MA 02671

(617) 646-1019

Auctioneer

May 6,13,20,2022

**COMMONWEALTH OF MASSACHUSETTS**

**LAND COURT**

**DEPARTMENT OF THE TRIAL COURT**

**22 SM 000953**

**ORDER OF NOTICE**

TO:

Christopher D. Jaquello; Brooke E. Jaquello

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act: 50 U.S.C. c. 50 § 3901 (et seq):

Isanthes, LLC

claiming to have an interest in a Mortgage covering real property in East Falmouth (Falmouth), numbered 15 Crofton Lane, given by Christopher D. Jaquello and Brooke E. Jaquello to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Freedom Mortgage Corporation, dated July 23, 2008, and recorded at Barnstable County Registry of Deeds in Book 23059, Page 242, and now held by the plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before May 16, 2022\_ or you may lose the opportunity to challenge the foreclosure on the grounds of noncompliance with the Act.

Witness, GORDON H. PIPER, Chief Justice of said Court on March 31, 2022.

Attest:

Deborah J. Patterson

Recorder

May 6, 2022

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**COMMONWEALTH OF MASSACHUSETTS**

**THE TRIAL COURT**

**PROBATE AND FAMILY COURT**

Docket No. BA22P0632EA

Estate of: Ronald J. Souza Sr.

Also know as Ronald J. Souza

Date of Death: 02/12/2022

Barnstable Division

3195 Main Street

P.O. BOX 346

Barnstable, MA 02360

508-375-6710

**INFORMAL PROBATE PUBLICATION NOTICE**

To all persons interested in the above captioned estate, by Petition of

Petitioner

Ellen Curtin of Falmouth, MA

a Will has been admitted to informal probate.

Ellen Curtin of Falmouth, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

May 6, 2022

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## **DEPARTMENT OF ENVIRONMENTAL PROTECTION**

### **WATERWAYS REGULATION PROGRAM**

Notice of License Application Pursuant to M. G. L. Chapter 91

Waterways License Application Number 22-WW01-0029-APP

Simon and Irina Streltsov

NOTIFICATION DATE: May 13, 2022

Public notice is hereby given of the waterways application by Simon and Irina Streltsov

to construct and maintain a pier, ramp and float at 8 Edgewater Drive East, in the

municipality of Falmouth, in and over the waters of Childs River. The proposed project has

been determined to be water-dependent.

The Department will consider all written comments on this Waterways application received

within 30 days subsequent to the "Notification Date". Failure of any aggrieved person or

group of ten citizens or more, with at least five of the ten residents residing in the

municipality(s) in which the license or permitted activity is located, to submit written

comments to the Waterways Regulation Program by the Public Comments Deadline will

result in the waiver of any right to an adjudicatory hearing in accordance with 310 CMR

9.13(4)(c).

Project plans and documents for the Waterways application are on file for public viewing

electronically at: <https://eeaonline.eea.state.ma.us/EEA/PublicApp/> (enter "8 Edgewater

Drive East" in the Search Page as the Location Address). If you need assistance, please

contact [cally.harper@mass.gov](mailto:cally.harper@mass.gov) or if you do not have access to email, please leave a

voicemail at (508) 946-2815 and you will be contacted with information on alternative

options.

Written comments must be addressed to: Cally Harper, Environmental Analyst, DEP Waterways Regulation Program, 20 Riverside Drive, Lakeville, MA 02347.

May 6, 2022

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## **COMMONWEALTH OF MASSACHUSETTS**

### **THE TRIAL COURT**

### **PROBATE AND FAMILY COURT**

Docket No. BA22P0684EA

Estate of: Manuel P. Romiza



**Date of Death: 02/15/2022**

Barnstable Division

3195 Main Street

PO Box 346

Barnstable, MA 02630

508-375-6710

**CITATION ON PETITION FOR FORMAL ADJUDICATION**

To all interested persons:

A Petition for Formal probate of Will with Appointment of Personal Representative has been filed by:

**Donna L. Walker of Falmouth MA and Joseph L. Pires of Calabash NC**

requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that:

**Donna L. Walker of Falmouth MA and Joseph L. Pires of Calabash NC**

be appointed as Personal Representative(s) of said estate to serve WITHOUT SURETY on the bond in an unsupervised administration.

**IMPORTANT NOTICE**

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before:

10:00 a.m. on the return day of 05/25/2022.

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

**UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)**

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

WITNESS, Hon. Susan Sard Tierney, First Justice of this Court.

Date: April 27, 2022

Anastasia Welsh Perrino

Register of Probate

May 6, 2022

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**COMMONWEALTH OF MASSACHUSETTS**

**THE TRIAL COURT**

**PROBATE AND FAMILY COURT**

**Docket No. BA22P0645EA**

**Estate of: Frederick S. Looney**

**Also Known As: Frederick Stanton Looney**

**Date of Death: 3/25/2022**

Barnstable Division

3195 Main Street

PO Box 346

Barnstable, MA 02630

508-375-6600

INFORMAL PROBATE PUBLICATION NOTICE

To all persons interested in the above-captioned estate, by Petition of

Petitioner

**William M Looney of South Yarmouth MA**

a Will has been admitted to informal probate.

**William M Looney of South Yarmouth MA**

has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

May 6, 2022

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Notice is given by Tradesman Exchange LLC that a Virtual Community Outreach Meeting is scheduled virtually via Zoom on Thursday, May 26, 2022, at 5:30p.m., for a proposed Marijuana Establishment at 800 Falmouth Road, Unit 104E, Mashpee, Massachusetts 02649. The company seeks licensure as a Marijuana Delivery Operator and a Marijuana Courier. The company will provide a presentation and answer questions from the public. Direct all questions by email to [ngomes@ngomeslaw.com](mailto:ngomes@ngomeslaw.com). The meeting will be recorded and can be accessed with the Zoom Meeting information below by phone or computer as follows:

Join Zoom Meeting:

Link: <https://us02web.zoom.us/j/82889758068>

Meeting ID: 828 8975 8068

Phone: Call 9292056099 and enter Meeting ID

May 6, 2022



**Tradesman Exchange, LLC**

Licensed Delivery Operator Marijuana Establishment for Adult Use under 935 CMR 500.000  
Cannabis Control Commission Application Pending  
800 Falmouth Road, Unit 104-E, Mashpee, MA 02649

May 5, 2022

Town of Mashpee  
Carol A. Sherman, Selectboard Chair  
Rodney C. Collins, Town Manager  
Evan Lehrer, Town Planner  
Deborah Kaye, Town Clerk  
16 Great Neck Road  
North Mashpee, MA 02649

Abutters within 300' of 800 Falmouth Road  
Mashpee, MA 02649

**Re: Notice of Community Outreach Meeting for Delivery Marijuana Establishment at  
800 Falmouth Road, Unit 104-E, to be held virtually**

Dear Town of Mashpee Officials and Abutters to our project:

Please find this correspondence as Tradesman Exchange LLC's public notice of a Community Outreach Meeting for a proposed licensed Marijuana Establishment for delivery purposes at 800 Falmouth Road, Mashpee, MA 02649. The public will not come to our location and we will not cultivate or manufacture cannabis on site. Tradesman Exchange seeks licenses from the Cannabis Control Commission as a Marijuana Courier and a Delivery Operator. A Marijuana Courier can contract with third party Marijuana Retailers and make deliveries to their clients. A Delivery Operator can warehouse wholesale products and deliver to consumers directly. We seek both low-impact license types to fit a need in the existing cannabis economy as a Marijuana Courier while building our own brand as a Delivery Operator.

Please post this notice in the regular course of your duties as a public notice and consider attending the meeting. As a safety precaution, we are hosting our outreach event virtually through Zoom on Thursday, May 26, 2022, at 5:30p.m. Information on the project and access to the meeting can be found on the company website [www.tradesmanexchange.net](http://www.tradesmanexchange.net). Notice is being sent to all abutters within 300 feet of the location and published in the Mashpee Enterprise. The following notice and access instructions will be published in the Mashpee Enterprise:

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Sincerely,

Tradesman Exchange LLC.



By: Nicholas A. Gomes, Esq.

Title: Legal Officer

Phone: 508-264-2530





**Tradesman Exchange, LLC**

Licensed Delivery Operator Marijuana Establishment for Adult Use under 935 CMR 500.000  
Cannabis Control Commission Application Pending  
800 Falmouth Road, Unit 104-E, Mashpee, MA 02649

May 5, 2022

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Sincerely,

Tradesman Exchange LLC.



By: Nicholas A. Gomes, Esq.

Title: Legal Officer

Phone: 508-264-2530



Nicholas Gomes &lt;nick@colemanandgomes.com&gt;

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**Approval of Second Virtual Outreach Meeting**

8 messages

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**Nicholas Gomes** <nick@colemanandgomes.com>  
To: Eric Smith <esmith@townofathol.org>  
Cc: Sean Coleman <sean@colemanandgomes.com>

Tue, Aug 23, 2022 at 5:11 PM

Hello Eric:

Sean and I overcame the CCC hurdle presented by the misclassification of that rental property as a school. Unfortunately, because of this loss of time, our community outreach meeting validity lapsed by a mere few days.

Now, we must schedule a new Community Outreach meeting virtually on Tuesday, September 13, 2022, at 5:30pm, via zoom.

Like the last time, we must gain approval from the municipality.

Can you confirm it is satisfactory for Green Speed Inc., to perform the virtual outreach meeting?

Thank you!

--

Best,  
Nicholas A. Gomes, Esq.  
Attorney at Law  
Coleman & Gomes, P.A.  
226 South Main Street  
Fall River, MA 02721  
[www.colemanandgomes.com](http://www.colemanandgomes.com)



**NOTICE:** Nicholas A. Gomes is licensed to practice law in Massachusetts.

Statement of Confidentiality: The information contained in this communication may be confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and delete the original message and any copy of it from your computer system.

Legal Advice: Unless and until an attorney client relationship has been established between you, your agents, or your representatives and Coleman & Gomes, P.A., no communication will be construed as legal advice. This email does not purport to provide legal advice and does not create an attorney-client relationship

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**Eric Smith** <esmith@townofathol.org>  
To: Nicholas Gomes <nick@colemanandgomes.com>  
Cc: Sean Coleman <sean@colemanandgomes.com>, Shaun Suhoski <ssuhoski@townofathol.org>

Tue, Aug 23, 2022 at 5:25 PM

Hello Nicholas.

Good news on the CCC hurdle you jumped for their misclassification of that rental property of school  
Sorry though to hear you lost that timeframe of the community outreach meeting validity.



I cc'd the Town Manager, Shaun Suhoski. As like last time, it would be in his Town Manager authority, to give OK from the Town of Athol for the virtual community meeting. I do know the State extended the state law allowing virtual meetings, so I don't see why he can't provide that approval once again.

Shaun, can you please follow up with Nicholas and Shaun, confirming that approval for their additional community outreach meeting?

Thank you, Eric

---

**From:** Nicholas Gomes <[nick@colemanandgomes.com](mailto:nick@colemanandgomes.com)>

**Sent:** Tuesday, August 23, 2022 5:11 PM

**To:** Eric Smith <[esmith@townofathol.org](mailto:esmith@townofathol.org)>

**Cc:** Sean Coleman <[sean@colemanandgomes.com](mailto:sean@colemanandgomes.com)>

**Subject:** Approval of Second Virtual Outreach Meeting

[Quoted text hidden]

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**Shaun Suhoski** <[ssuhoski@townofathol.org](mailto:ssuhoski@townofathol.org)>

Wed, Aug 24, 2022 at 12:46 PM

To: Eric Smith <[esmith@townofathol.org](mailto:esmith@townofathol.org)>, Nicholas Gomes <[nick@colemanandgomes.com](mailto:nick@colemanandgomes.com)>

Cc: Sean Coleman <[sean@colemanandgomes.com](mailto:sean@colemanandgomes.com)>

The Athol Board of Selectmen has long returned to "in person" meetings.

Besides the travel inconvenience can you offer a reason why the virtual meeting is more beneficial to the community? Or, could we book a room in the Town Hall or Library for your use?

Shaun

---

**From:** Eric Smith <[esmith@townofathol.org](mailto:esmith@townofathol.org)>

**Sent:** Tuesday, August 23, 2022 5:25 PM

**To:** Nicholas Gomes <[nick@colemanandgomes.com](mailto:nick@colemanandgomes.com)>

**Cc:** Sean Coleman <[sean@colemanandgomes.com](mailto:sean@colemanandgomes.com)>; Shaun Suhoski <[ssuhoski@townofathol.org](mailto:ssuhoski@townofathol.org)>

**Subject:** Re: Approval of Second Virtual Outreach Meeting

[Quoted text hidden]

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**Nicholas Gomes** <[nick@colemanandgomes.com](mailto:nick@colemanandgomes.com)>

Wed, Aug 24, 2022 at 1:00 PM

To: Shaun Suhoski <[ssuhoski@townofathol.org](mailto:ssuhoski@townofathol.org)>

Cc: Eric Smith <[esmith@townofathol.org](mailto:esmith@townofathol.org)>, Sean Coleman <[sean@colemanandgomes.com](mailto:sean@colemanandgomes.com)>

I understand the municipal meetings returning to in person and we did appear in person at the important meetings for the HCA and permitting.

My reasoning for requesting the use of the virtual meetings are multifaceted. Foremost, the CCC extended the allowance of such virtual meetings because of the effectiveness and efficiency of such meetings. I also have found them very effective for reaching out to the community and presenting information. The information is easily accessible on our website and zoom. More individuals are able to attend virtually without having to leave their home or wherever they are with a telephone. With the passage of time, the stigma associated with cannabis has reduced and the overall public's education has increased. We had only a few members of the community appear at our first meeting. We are not expecting a large turn out and I do not reasonably see how in person will yield a larger group. This is based on the fact we already performed one outreach meeting and a second meeting will not draw much attention.

This is a matter of fixing the lapse of time caused by the CCC's mistake regarding a residential property next door having a "google tag" as a public school.

With the totality of the circumstances, including the efficiencies and equity mentioned, I request the allowance of a virtual outreach.

Thank you for your time and consideration.

[Quoted text hidden]

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**Shaun Suhoski** <ssuhoski@townofathol.org>  
To: Nicholas Gomes <nick@colemanandgomes.com>  
Cc: Eric Smith <esmith@townofathol.org>, Sean Coleman <sean@colemanandgomes.com>

Wed, Aug 24, 2022 at 1:09 PM

Nicholas,

Thank you for the more detailed explanation which is compelling.

Please provide the appropriate form / sign-off required by the CCC for the virtual meeting and I'll approve.

Shaun\

---

**From:** Nicholas Gomes <nick@colemanandgomes.com>  
**Sent:** Wednesday, August 24, 2022 1:00 PM  
**To:** Shaun Suhoski <ssuhoski@townofathol.org>  
**Cc:** Eric Smith <esmith@townofathol.org>; Sean Coleman <sean@colemanandgomes.com>

[Quoted text hidden]

[Quoted text hidden]

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**Nicholas Gomes** <nick@colemanandgomes.com>  
To: Shaun Suhoski <ssuhoski@townofathol.org>  
Cc: Eric Smith <esmith@townofathol.org>, Sean Coleman <sean@colemanandgomes.com>

Wed, Aug 24, 2022 at 2:19 PM

Thank you Shaun, a response to the email saying you approve of the virtual format will be sufficient. I forgot to add, but I also already put in motion the newspaper publication so I greatly do appreciate it!

Thank you again and have a great week.

Best,

Nicholas

[Quoted text hidden]

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**Nicholas Gomes** <nick@colemanandgomes.com>  
To: Shaun Suhoski <ssuhoski@townofathol.org>  
Cc: Eric Smith <esmith@townofathol.org>, Sean Coleman <sean@colemanandgomes.com>

Wed, Sep 14, 2022 at 11:12 AM

Hello Shaun:

I want to complete this email thread for the CCC application and seek a response approving the virtual community outreach. There is no particular form required. Can you respond here approving the meeting?

Thank you.

Best,

Nicholas Gomes, Esq.  
508-264-2530

[Quoted text hidden]

---

**Shaun Suhoski** <ssuhoski@townofathol.org>

Wed, Sep 14, 2022 at 12:56 PM

To: Nicholas Gomes <nick@colemanandgomes.com>

Cc: Eric Smith <esmith@townofathol.org>, Sean Coleman <sean@colemanandgomes.com>

Nicholas,

Based upon your prior explanation and the received notification for the proposed virtual hearing please let this email confirm the Town's approval of same.

Best regards,  
Shaun

Shaun A. Suhoski  
Athol Town Manager

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**From:** Nicholas Gomes <[nick@colemanandgomes.com](mailto:nick@colemanandgomes.com)>

**Sent:** Wednesday, September 14, 2022 11:12 AM

[Quoted text hidden]

[Quoted text hidden]

## **TRADESMAN EXCHANGE LLC. PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT**

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

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

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

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

3. Goals:

**I. Creating economic opportunity for individuals from areas disproportionately impacted by hiring employees from these areas.**

**II. Creating economic opportunity for individuals from areas disproportionately impacted by hiring third party vendors from these areas.**

**III. Assisting individuals impacted directly and indirectly by past drug convictions.**

4. Programs:

**I. Creating economic opportunity for individuals from areas disproportionately impacted by hiring employees from these areas.**

Tradesman Exchange will create economic opportunity for the community directly through its hiring practices for employees with a focus on hiring local residents and businesses from the areas indicated as disproportionately impacted with a preference for Wareham, Fall River, and New Bedford. Tradesman Exchange seeks to hire at least three of its employees from areas indicated as disproportionately impacted with a preference for Wareham, Fall River, and New Bedford. Tradesman Exchange promotes full participation in the cannabis industry and intends to benefit the local community and economy of those areas disproportionately impacted and closest to our facility. Tradesman Exchange will keep statistical data to ensure its efforts of hiring employees in accordance to this Positive Impact Plan are met.

Tradesman Exchange will focus its advertisements of employment opportunities in Wareham, Fall River, and New Bedford. Tradesman Exchange will advertise in the local newspaper four times a year as necessary to meet the program goals of hiring at least three employees from areas indicated as disproportionately impacted. The local newspapers are the Wareham Week, Fall River Herald, and the New Bedford Standard Times.

## **II. Creating economic opportunity for individuals from areas disproportionately impacted by hiring third party vendors from these areas.**

Tradesman Exchange will create economic opportunity for the community directly through its hiring practices for third party vendors from local residents and businesses who operate in areas indicated as disproportionately impacted with a preference for Wareham, Fall River, and New Bedford. Tradesman Exchange seeks to hire at least three of its third party vendors annually from areas indicated as disproportionately impacted with a preference for Wareham, Fall River, and New Bedford. Tradesman Exchange promotes full participation in the cannabis industry and intends to benefit the local community and economy of those areas disproportionately impacted and closest to our facility. Tradesman Exchange will keep statistical data to ensure its efforts of hiring third-party vendors in accordance to this Positive Impact Plan are met.

Tradesman Exchange will focus its attention on sourcing third party vendor opportunities in Wareham, Fall River, and New Bedford. Tradesman Exchange will seek the third party vendors locally through business directories for those areas including, online research, yellow pages, chamber of commerce directory, and rotary directory. In the event Tradesman Exchange is unable to meet its requirement of hiring three third party vendors annually from the areas of disproportionate impact, then Tradesman Exchange will advertise in the local newspaper four times a year as necessary to meet the program goals of hiring at least three third party vendors from areas indicated as disproportionately impacted. The local newspapers are the Wareham Week, Fall River Herald, and New Bedford Standard Times

## **III. Assisting individuals impacted directly and indirectly with past drug convictions.**

Tradesman Exchange intends to assist individuals who have direct past drug convictions and their friends and families who are indirectly dealing with the collateral effects of those charges. Tradesman Exchange will create economic opportunity for individuals with a drug

conviction or individuals with direct family members affected by a drug conviction by hiring at least two employees who meet this criteria. In the event Tradesman Exchange is unable to hire two employees who meet this criteria, then Tradesman Exchange will advertise at least four times annually as necessary to meet the program goal of hiring at least two employees who either have had a past drug conviction or are a family member of a person with a drug conviction. The local newspapers for publishing advertisements for the employment opportunity are the Wareham Week, Fall River Herald, and the New Bedford Standard Times.

5. Reconciliation of Plan Success through Metrics:

Tradesman Exchange will reconcile the success of its positive impact plan by performing quarterly reviews of company statistics, third-party publications, and personnel reports relative to all actions taken to reach the three goals. In an effort to fully understand the impact of Tradesman Exchange's success, quality reporting from employees involved in effectuating the positive impact plan will be reviewed and recommendations implemented. The progress or success of its plan shall be documented upon renewal of its license each year, commencing upon one year from a provisional licensure. Tradesman Exchange will secure letters from the organization detailing the donations made and volunteer hours spent a part of its metric of compliance and success of the Positive Impact Plan. Tradesman Exchange's measurement metrics seek to identify the:

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



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

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001453093

The date of filing of the original certificate of organization: 8/12/2020

1.a. Exact name of the limited liability company: TRADESMAN EXCHANGE LLC

1.b. The exact name of the limited liability company *as amended*, is: TRADESMAN EXCHANGE LLC

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

No. and Street: 170 ELM ST

City or Town: NEW BEDFORD

State: MA

Zip: 02740

Country: USA

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

4. The latest date of dissolution, if specified:

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

Name: NICHOLAS GOMES

No. and Street: 382 MAIN ST

City or Town: ACUSHNET

State: MA

Zip: 02743

Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JEFFREY PEPI	170 ELM ST NEW BEDFORD, MA 02740 USA
MANAGER	LEONA LEAVER	170 ELM STREET NEW BEDFORD, MA 02740 USA
MANAGER	JOHN MARCELLINO	170 ELM STREET NEW BEDFORD, MA 02740 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	JEFFREY PEPI	170 ELM ST NEW BEDFORD, MA 02740 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	JEFFREY PEPI	170 ELM ST NEW BEDFORD, MA 02740 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

ADDITION OF MANAGER

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of July, 2022,**  
NICHOLAS A. GOMES , Signature of Authorized Signatory.

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:

July 01, 2022 08:56 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## **OPERATING AGREEMENT OF TRADESMAN EXCHANGE LLC**

This Operating Agreement ("Operating Agreement") of Tradesman Exchange LLC, ("Company") is entered into on August 18, 2022, among the company and the persons executing this Agreement as Members.

### **Recitals**

A. The Members desire to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act, G.L. c. 156C, as amended, or any successor statute ("LLCA");

B. The Members desire to establish their respective rights and obligations in connection with forming the limited liability company;

In consideration of the mutual covenants and provisions contained in this Operating Agreement, the Members agree as follows:

### **1. Definitions**

For purposes of this Agreement, the following terms have the following meanings:

"Affiliate" of a subject Person means a Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the subject Person.

"Agreement" means this Operating Agreement, as amended, restated or supplemented.

"Articles of Organization" means the Company's Articles of Organization filed on August 12, 2020, with the Secretary of State of Massachusetts pursuant to the LLCA, as amended or restated.

"Business Day" means any day except Saturday, Sunday or a day that banking institutions in Massachusetts are obligated by law, regulation or governmental order to close.

"Capital Account" means each capital account maintained for a Member pursuant to Section 4.3 of this Agreement.

"Certificate" means a nonnegotiable certificate used by the Company evidencing ownership of one or more Interests substantially in the form of Annex 1 to this Agreement

"Certified Public Accountant" has the meaning specified in Section 8.1 of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor statute.

"Company Year" means the taxable year of the Company as determined pursuant to Section 8.01 of this Agreement.

"Control," "Controls" or "Controlled" means 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, through contract, or otherwise.

"Courier" has the meaning specified in Section 15.1 of this Agreement.

"Indemnatee" has the meaning specified in Section 6.3(a) of this Agreement.

"Initial Capital" means, for any Member, the capital contributed by such Member as of the date of this Agreement.

"Member" means each of the Persons listed from time to time on this Agreement, and its amendments, and any transferee of a Member who is admitted to the Company as a Member in accordance with Article 9 of this Agreement; and "Members" means two or more such Persons.

"Membership Interest" means a Member's aggregate rights in the Company, including, without limitation, the Member's share of the Company's profits and losses, the right to receive distributions from the Company and the right to vote and participate in the management of the Company.

"Percentage Interest" means a Member's Membership Interest in the Company as shown on Schedule 1 of this Agreement, as changed from time to time pursuant to a Transfer of all or any portion of the Member's Membership Interest in accordance with Articles 9 and 10 of this Agreement; and "Percentage Interests" means the total Percentage Interests of all Company Members.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or other entity or organization, including any government or political subdivision or any agency or instrumentality of any entity.

"Surplus Cash" means the Company's cash on hand less any amount reasonably determined by the Company's Members to be necessary to satisfy planned capital expenditures and working capital requirements.

"Transaction Documents" has the meaning set forth in Section 3.2 of this Agreement.

"Transfer" means any sale, assignment, exchange, gift, or other disposition of any kind, voluntary or involuntary, but excluding the creation or existence of any liens, whether direct or indirect, voluntary or involuntary.

## **2. Organizational and Other Matters**

### **2.1 Formation; Admission**

The Members formed a limited liability company under the provisions of the LLCA by filing on August 12, 2020, the Articles of Organization with the Secretary of State of Massachusetts. The Articles of Organization shall be amended to include new members added after the date of organization. Each of the Members listed on Schedule A of this Agreement has been admitted to the Company as a Member. The rights and liabilities of the Members are as provided in the LLCA, except as otherwise expressly provided in this Agreement.

### **2.2 Name**

The name of the Company is, Tradesman Exchange LLC, and the Company's business will be conducted under the name of Tradesman Exchange. On the Members' prior written consent, (a)

the Company's business may be conducted under any other name or names, and (b) the Company's name may be changed at any time.

## **2.3 Principal Office**

The Company's principal office location and storage of records will be at the Law Office of Nicholas A. Gomes, P.C., 226 South Main Street, Fall River, MA 02721, or another place in Massachusetts as the Members may determine. The Company may maintain offices at other places as the Members deem advisable. The Company's resident agent for service of process in Massachusetts shall be Nicholas A. Gomes, 226 South Main Street, Fall River, MA 02721.

## **2.4 Term**

The Company commences on the date of this Agreement, and the Company's term continues until the close of business, if any, or until the earlier dissolution of the Company in accordance with the provisions of Article 12 of this Agreement or as otherwise provided by law.

## **3. Purpose and Powers**

### **3.1 General Company Purpose**

The Company's purpose and business is to invest in real property and engage in the retail sale, cultivation, manufacture, delivery, and transport of recreational *cannabis sativa* and all legal business of a limited liability company.

### **3.2 Company Powers**

The Company has the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes and business described above and for the Company's protection and benefit.

## **4. Capital Contributions**

### **4.1 Current Capital Contributions**

The Members have contributed in cash to the Company the amount of Initial Capital set forth in Schedule A of this Agreement.

### **4.2 Additional Capital Contributions**

Members shall not be required to make any Additional Capital Contribution to the Company.

### **4.3 Capital Accounts**

The Company must maintain a Capital Account or allocation thereof for each Member. The term "Capital Account" means as to any Member the Member's amount of the Initial Capital in the Company, that is (a) increased by any additional capital contributions made by the Member, and income and gain allocated to the Member pursuant to Section 5.1(c) of this Agreement and (b) decreased by distributions to the Member pursuant to Sections 5.1(b) and 12.2 and losses and deductions allocated to such Member pursuant to Section 5.1(c). The fair market value of any

property contributed to the Company by a Member or distributed to a Member by the Company will be credited or debited to the Member's Capital Account.

#### **4.4 No Interest**

Except as otherwise expressly provided in this Agreement, no interest will be paid by the Company on capital contributions, balances in Member's Capital Accounts or any other funds contributed to the Company or distributed or distributable by the Company under this Agreement.

#### **4.5 No Withdrawal**

Except as provided in Section 11.1 of this Agreement, no Member has the right to withdraw any portion of the Member's Capital Account without the consent of all the other Members. In accordance with the LLCA, a Member may, under certain circumstances, be required to return to the Company, for the benefit of the Company or the Company's creditors, amounts previously wrongfully distributed to the Member.

### **5. Allocations and Distributions**

#### **5.1 Allocations and Distributions**

(a) Each decision as to the timing, form and amount of distributions must be made by all the Members; provided, however, that (1) the Company must distribute in respect of each Company Year, a percentage of the Company's net income for the year as determined for United States federal income tax purposes (collectively, "Mandatory Tax Distributions") and (2) after accounting for Mandatory Tax Distributions, must be distributed to the Members as of the date of the determination and must be made each year upon certification of a Certified Public Accountant

(b) All distributions to Members will be made in accordance with their Percentage Interests as of the dates of the Distributions, respectively.

(c) The Company's income, deductions, gains, losses and credits for a Company Year will be allocated among the Persons who were Members during the Company Year in accordance with the Percentage Interests of the Members as of the end of the Company Year.

(d) Except as required by Code Sections 704(b) and 704(c), the allocation among the Members of items of Company's income, deduction, gain, loss and credits for income tax purposes will be determined in accordance with the allocations provided in Section 5.1(c) of this Agreement.

(e) If the fair market value of any Company asset is to be determined for the purpose of making distributions or allocations pursuant to this Agreement or for any other purpose, the determination will be made by the Members.

#### **5.2 Return of Contribution**

No Member is personally liable for the return of its capital contributions, or any portion of them, or the return of any additions to the Capital Accounts of the other Members, or any portion of

them. Any return of capital as may be made at any time, or from time to time, will be made solely from the assets of the Company, and only in accordance with the terms of this Agreement.

## **6. Management and Operation of Business**

### **6.1 Management**

(a) The Company's management of the Company is vested in the Members. For purposes of this Agreement, unless otherwise expressly stated, the vote or consent of the Members means the vote or consent of holders of a majority of the Membership Interests. A formal meeting and written consent of the Members is required to make decisions or to take actions on behalf of the Company.

(b) The Members agree that during the term of this Agreement, and subject to all its terms and provisions hereof, the Company will not, and will not cause any of its Subsidiaries, if any, except for those actions approved by a Majority of the Company's members under Provision 6.1(a) to:

(1) Incur capital expenditures in respect of any one item in excess of \$100.00 or, together with capital expenditures of Company and its Subsidiaries, in excess of \$100 in the aggregate in any fiscal year;

(2) Enter into any real property leases or other contracts where the aggregate value of payments required to be made by the Company over the lease's term exceeds \$100.00;

(3) Enter into any partnership or joint venture with any person, firm or corporation;

(4) Purchase or lease personal property and grant security interests in personal property to secure performance of the lease obligations or payment of the purchase price in excess of \$100.00 in respect of any one item and \$100.00 in the aggregate in any fiscal year;

(5) Allot, issue, purchase, redeem or cancel any Membership Interests or shares of the Company's Subsidiaries, or grant any options of similar rights in respect of Membership Interests or any shares of the Company's Subsidiaries;

(6) Encumber or mortgage any of its assets or properties other than as contemplated under this Agreement;

(7) Dispose of any of its material assets other than in the ordinary course of business;

(8) Make distributions other than as provided under this Agreement;

(9) Obtain any financing or incur any borrowing except as provided under this Agreement;

(10) Make any loans to any person, firm or corporation, including loans to Members and Subsidiaries of the Company and advances to employees or consultants in the ordinary course of business;

(11) Guarantee the obligations of any person;

(12) Merge or consolidate with another business entity;



- (13) Commence legal proceedings before any court, tribunal or agency where the amount claimed is in excess of \$100.00 or injunctive relief is claimed;
  - (14) Authorize the sale of products by the Company under any trade name;
  - (15) Change external independent auditors of the Company;
  - (16) Hire any employee or independent contractor;
  - (17) Establish or amend, any general policies or procedures relating to severance payable to employees in excess of amounts required by applicable law; or
  - (18) Enter into arrangements with retailers for the distribution and sale of the Company's products or otherwise develop new locations or products.
  - (19) Authorize the creation or acquisition of any the Company's Subsidiaries that are not Subsidiaries as of the date of this Agreement or sell, transfer, assign or otherwise dispose all or any part of the Company's interest in any of its Subsidiaries.
- (c) Each of the parties to this Agreement covenants with the others that it will at all times execute documents, consents and other instruments and act and cast, or cause or direct the casting of votes, and cause its nominee or nominees to so act and/or vote, to the extent permitted by law, as may be necessary or desirable to give full and proper effect to all the terms and provisions and the intentions of this Agreement and in particular, without limiting the generality of the foregoing, to enable any transfers of Membership Interests permitted or required under this Agreement to be made. Each of the parties to this Agreement agrees that violation on its part of this covenant entitles any of the Members to the remedy of specific performance and to an injunction from any court of competent jurisdiction to prevent any breach of this covenant or any other covenant contained in this Agreement and to restrain any further violation of the covenant.

## **6.2 Outside Activities.**

Any Member, or any Affiliate of any Member, is allowed to have business interests and engage in business activities in addition to those relating to the Company, and may engage in the ownership, operation and management of businesses and activities, for its own account and for the account of others, and may own interests in the same properties as those in which the Company or the other Members own an interest, but all Members must act in good faith and in a manner they reasonably believe to be in, or not opposed to, the Company's interest. The Members shall not engage in self-dealing of business opportunities, shall not directly compete with the Company, and shall not act so as to cause the loss of business opportunities introduced or available to the Company. The parties recognize Nicholas Gomes holds ownership interests in several marijuana establishments and the parties agree this outside activity will not be considered self-dealing or acting in bad-faith. Nicholas Gomes will use all best efforts to avoid direct competition and will not conduct delivery or cannabis related services in Mashpee or Cape Cod. The parties agree Nicholas Gomes can seek new licenses and business opportunities and not violate this provision.

### **6.3 Indemnification of Members and Certain Other Persons**

(a) No Member is liable, in damages or otherwise, to the Company or any Member for any act or omission on its part pursuant to the authority granted by this Agreement, except if the act or omission results from such Member's own bad faith, fraud, gross negligence or willful or wanton misconduct. To the fullest extent permitted by law, the Company indemnifies and holds harmless each Member from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements, and other amounts ("Damages ") arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which an Indemnatee may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to the Company's business, regardless of whether an Indemnatee continues to be a Member or an officer, director, shareholder, member or partner of the Member at the time any such liability or expense is paid or incurred, if (1) the Indemnatee acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the Company's interests, and, with respect to any criminal proceeding, had no reason to believe its conduct was unlawful; and (2) the Indemnatee's conduct did not constitute bad faith, fraud, gross negligence, or willful or wanton misconduct. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere, or its equivalent, does not, in and of itself, create a presumption or otherwise constitute evidence that the Indemnatee acted in a manner contrary to that specified in (1) or (2) above.

(b) Notwithstanding anything contained in this Section 6.3, the Company does not, pursuant to the LLCA, indemnify and hold harmless an Indemnatee if a judgment or other final adjudication adverse to the Indemnatee establishes (1) that the Indemnatee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action adjudicated or (2) that the Indemnatee personally gained financial profit or other advantage to which it was not legally entitled. Neither of the Members shall have any liability to the LLC or to any other Member for any loss suffered by the LLC that arises out of any action or inaction of such Member, if such Member in good faith, determined that such course of conduct was in the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Member. Each Member shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by them with respect to actions taken by them on behalf of the LLC, provided that the same were not the result of gross negligence or willful misconduct on the part of such Member. Any indemnity under this Section shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof.

(c) Expenses (including reasonable attorneys' fees and disbursements) incurred in defending any claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, subject to Section 6.3(a) will be paid by the Company in advance of the final disposition of such claim, demand, action, suit or proceeding on receipt of an undertaking by or on behalf of the Indemnatee to repay the amount if it is ultimately determined, by a court of

competent jurisdiction from which no further appeal may be taken or the time for any appeal has lapsed unless that Indemnitee is not entitled to be indemnified by the Company as authorized.

(d) The indemnification provided by this Section 6.3 is in addition to any other rights to which each Indemnitee may be entitled under any agreement or vote of the Members, as a matter of law or otherwise, both (1) as to action in the Indemnitee's capacity as a Member, and (2) as to action in another capacity, and continues as to an Indemnitee who has ceased to serve in such capacity and inures to the benefit of the heirs, successors, assigns, administrators and personal representatives of the Indemnitee.

(e) The Company may purchase and maintain insurance on behalf of one or more Indemnites and other Persons against any liability that may be asserted against, or expense that may be incurred by, any such Person in connection with the Company's activities, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(f) Any indemnification under these provisions will be satisfied only out of Company assets, and the Members will not be subject to personal liability by reason of these indemnification provisions.

(g) An Indemnitee will not be denied indemnification in whole or in part under this Section 6.3 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 6.3 are for the benefit of each Indemnitee and its successors, assigns, administrators and representatives and do create any rights for the benefit of any other Persons.

#### **6.4 Other Matters Concerning Members**

(a) Each Member may rely on and is protected in acting or refraining from acting on any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document that it reasonably believed to be genuine and to have been signed or presented by the proper party or parties.

(b) For purposes of this Agreement, each Member may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, other consultants and advisers it selects, any one or more of the Company's agents or employees; The Persons advice or opinion on matters that the Member reasonably believes to be within the Person's professional or expert competence, and any act or omission, if done or omitted to be done in reliance on any the advice or opinion, is conclusively presumed to have been done or omitted to be done in good faith and not to constitute fraud, gross negligence or willful or wanton misconduct.

(c) Each Member severally represents and warrants to each other Member and to the Company that it is acquiring its interest in the Company for its own account for investment and not with a

view to the distribution of it or with any present intention of distributing the interest, in each case, in violation of applicable securities laws.

(d) New Members

(e) Members may seek Resignation

## **7. Books, Records, Accounting and Other Information**

### **7.1 Records and Accounting**

The Company must keep appropriate books and records in accordance with the LLCA with respect to the Company's business. These books and records must at all times be kept at the principal office of the Company or other location as the Members determine in writing.

### **7.2 Other Information**

For any purpose reasonably related to its Membership Interest, each Member has free access during normal business hours to discuss the Company operations and business with the Company's employees or agents, and to inspect, audit or make copies of all books, records and other information relative to Company operations and business at its own expense; provided, however, that each Member must preserve the confidentiality of such information.

## **8. Tax Matters**

### **8.1 Preparation of Tax Returns**

The Company must arrange for the preparation and timely filing, and prior review by a tax professional, of all returns of Company income, gains, deductions, losses and other items necessary for federal, state, local and foreign income tax purposes and must use all reasonable efforts to furnish to the Members, within thirty days after the close of the taxable year, the tax information reasonably required for federal, state, local and foreign income tax reporting purposes. The taxable year of the Company is the calendar year unless another year is required by the Code.

### **8.2 Tax Controversies**

The Company and any appointed tax partnership representative, if any, must not, without the Members' prior consent, (1) extend the statute of limitations on any taxable period of the Company, (2) file suit on the Company's behalf with respect to any tax matter; or (3) enter into a settlement agreement on the Company's behalf with any taxing authority concerning any Company tax matter. The Company and any tax partnership representative must inform each other Member of all significant tax matters that come to its attention and must forward to each other Member copies of all written communications from taxing authorities which it receives. The Company and any tax partnership representative will permit each Member to participate in any conferences or meetings with any taxing authority relating to any Company tax audit and

any subsequent administrative or judicial proceedings. Nothing in this Section 8.2 limits any Member's ability to take any action in its individual capacity with respect to tax audit matters to the extent permitted by Code Sections 6221 through 6233 or any similar state or local provision of law.

### **8.3 Withholding**

Each Member authorizes the Company to withhold and pay over any taxes payable by the Company as a result of the Member's participation in the Company.

## **9. Transfers of Membership Interests**

### **9.1 Permitted Transfers**

No Member may make a Transfer of its Membership Interest or the economic rights attributable to it to any Person, unless the Transfer is made in accordance with the terms and conditions of this Operating Agreement.

### **9.2 Substitution and Assignment of Member's Interest**

(a) No Member may sell, transfer, assign, pledge, hypothecate or otherwise dispose of all or any part of its interest in the LLC (whether voluntarily, involuntarily or by operation of law) unless a Majority in Interest of the other Members previously consented to such assignment in writing, the granting or denying of which consent shall be in the other Members' absolute discretion. The provisions of this Section shall not be applicable to (i) any transfer of an interest to a Permitted Transferee (as hereinafter defined).

“Permitted Transferee” means (A) any Member; (B) any spouse, parent, lineal descendant, brother, sister, spouse of a brother or sister, nephew or niece of a Member; (C) any trust, corporation or partnership or other entity in which a Member or one of the persons designated in clause (B) is a principal, beneficiary, majority stockholder, member or limited or general partner with an interest in profits and losses of greater than [one-third]; (D) any grantor or beneficiary of a trust that is (or of which the trustees thereof are, in their capacities as trustees) a Member; or (E) any charitable foundation created or primarily endowed by a Member, or a member of his or her family.

(b) No assignment of the interest of a Member shall be made if, in the opinion of counsel to the LLC, such assignment (i) may not be effected without registration under the Securities Act; (ii) would result in the violation of any applicable state securities laws; or (iii) unless consented to by the Members, would result in the treatment of the LLC as an association taxable as a corporation or as a “publicly traded limited partnership” for tax purposes. The LLC shall not be required to recognize any assignment until the instrument conveying such interest has been delivered to the LLC for recordation on the books of the LLC.

(c) An assignee of the interest or any portion thereof of a Member shall become a substituted Member entitled to all the rights of a Member, if and only if the following occurs:

(i) the assignor gives the assignee such rights;

- (ii) all other Members (by action of a Majority in Interest thereof) consent to such substitution, the granting or denying of which consent shall be in the other Members' absolute discretion;
  - (iii) the assignee or the assignor pays to the LLC all costs and expenses incurred in connection with such substitution, including, specifically and without limitation, costs incurred in reviewing and processing the assignment and amending this Agreement; and
  - (iv) the assignee executes and delivers such instruments in form and substance satisfactory to the LLC, as may be necessary or desirable to effect such substitution, and to confirm the agreement of the assignee to be bound by all of the terms and provisions of this Agreement.
- (d) The LLC and the Members shall be entitled to treat the record owner of any interest in the LLC as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner, until such time as a written assignment of such interest has been received and accepted by the Members and recorded on the books of the LLC. The Members may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any interest in the LLC or any portion thereof be sold, transferred or assigned to a minor or incompetent; and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the LLC.
- (e) If a Member who is an individual dies, or if a court of competent jurisdiction adjudges him or her to be incompetent to manage his or her person or property, the Member's executor, administrator, guardian, conservator or other legal representative may exercise all of the Member's rights hereunder solely for the purpose of settling his or her estate or administering his or her property. In no event shall such executor, administrator, guardian, conservator or legal representative participate in any way in the conduct of the business of the LLC, or in making any decision or taking any action provided for any other purpose. If a Member is a corporation, trust or other entity that is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

**9.3 Additional Members.** Members may be admitted to the LLC only upon the written consent of Members who hold, in the aggregate, at least 75 percent of the total Percentage Interests held by all Members ("75 percent in Interest of the Members"); and any such consent shall specify the capital contribution, Percentage Interest and any other rights and obligations of such additional Member. Such approval shall bind all Members. In connection with any such admission, this Agreement, including Schedule A, shall be amended to reflect the additional Member; its capital contribution, if any; its Percentage Interest; and any other rights and obligations of the additional Member.

In connection with any such admission of additional Members, the Percentage Interests of the Members shall be diluted proportionately, based on their respective Percentage Interests immediately prior to any such dilution. Without in any way limiting the foregoing, the interest of any third party admitted to the LLC, in the Net Profits, Net Losses and distributions of cash or property of any nature, may have such priority or priorities in relationship to the interests therein of the Members, as 75 percent in Interest of the Members may in their sole discretion determine, provided that the relative priorities of the Members in the Net Profits, Net Losses and cash

distributions of any nature of the LLC shall not be altered as a result of the admission of any such new member.

Each Member and each person who is hereinafter admitted to the LLC as a Member hereby (i) consents to the admission of any such third party on such terms as 75 percent in Interest of the Members may determine, and to any amendment to this Agreement that may be necessary or appropriate to reflect the admission of any such third party and the terms on which it invests in the LLC; and (ii) acknowledges that, in connection with admission of any such person, such Member's interest in allocations of Net Profits and Net Losses, and distributions of cash and property of the LLC, and net proceeds upon liquidation of the LLC, may be diluted or otherwise altered. Any amendment to this Agreement that shall be made to effectuate the provisions shall be executed by not less than 75 percent in Interest of the Members, and any such amendment shall be binding upon all of the Members.

#### **9.4 Transfers by Operation of Law for Divorce, Death, Bankruptcy etc.**

In the event that the Member (a) is a party to divorce or separation proceedings, (b) files a voluntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver or makes an assignment for the benefit of creditors, or (c) is subjected involuntarily to any such petition or assignment or to an attachment or other legal or equitable interest with respect to his or her shares of Stock, and such involuntary petition, assignment, attachment or other interest is not discharged within 60 days after commencement, or (d) is subject to a transfer of his ownership interest by operation of law, other than such a transfer occurring as a result of the Member's death, the Company shall have the right, but not an obligation, to elect to purchase, at the time of the transfer or at any time thereafter and at a price determined by negotiation within a thirty (30) day period, and failing agreement on price, at 100% of the price determined under the Ownership Interest Appraisal provision below, all of the Ownership Interest of the Member. The Company shall have the right to purchase the Ownership Interest in the form of a promissory note with interest at the rate of 3%.

#### **Share Appraisal**

Until the Company and the Member have unanimously reached agreement on another formula to be used to value the Ownership Interest, a valuation of the Company shall be determined as follows:

The Company and the Selling Member or the Selling Member's representative shall each appoint a business appraiser having at least ten years' experience in appraising businesses and who is a member of the Massachusetts Appraisers Institute. The two appraisers shall render a report setting out the fair market value of the Company's value and the extent of its equity therein, taking into account liabilities reflected on the Company's then most recent balance sheet prepared in accordance with generally accepted accounting principles. The valuation so determined shall be reduced by the Selling Member balance in the Company's accumulated adjustments account which shall be payable to the Selling Member. If the higher valuation reported by the two appraisers is not more than ten percent (10%) above the lower of the two, the two valuations shall be averaged to determine the value of the business. If the higher of the two

valuations is more than ten percent (10%) above the lower of the two, the two appraisers shall select a third appraiser meeting the foregoing qualifications whose duty shall be to value the Company's business as provided in this paragraph and whose decision on valuation shall be final and binding on the parties to the transaction; provided that the third appraiser may not determine value higher than the highest of the first two valuations or lower than the lower of the first two valuations. The Company and the Selling Member shall each bear the fees of their chosen appraisers. If a third appraiser is chosen, the Company and the Selling Member shall share equally in payment of the fee of the third appraiser.

### **9.5 Right of First Refusal.**

(a) Grant. Each Member hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all or any portion of their Ownership Interest that such Member may propose to transfer in a Proposed Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(b) Notice. Each Member proposing to make a Proposed Transfer must deliver a Proposed Transfer Notice to the Company and each other Member not later than forty-five (45) days prior to the consummation of such Proposed Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Transfer and the identity of the Prospective Transferee. To exercise its Right of First Refusal under this Section, the Company must deliver a Company Notice to the selling Member within thirty (30) days after delivery of the Proposed Transfer Notice.

(c) Grant of Secondary Refusal Right to Members. Each Member hereby unconditionally and irrevocably grants to the Members a Secondary Refusal Right to purchase all or any portion of the Ownership Interest not purchased by the Company pursuant to the Right of First Refusal, as provided in this Section. If the Company does not exercise its Right of First Refusal with respect to all Ownership Interest subject to a Proposed Transfer within the time period required, the Company must deliver a Secondary Notice to the selling Member and to each Member to that effect no later than thirty (30) days after the selling Member delivers the Proposed Transfer Notice to the Company. To exercise its Secondary Refusal Right, a Member must deliver a Member Notice to the selling Member and the Company within ten (10) days after the Company's deadline for its delivery of the Secondary Notice as provided in the preceding sentence, which notice shall state the maximum number of Ownership Interest such Member wishes to purchase.

(d) Undersubscription of Ownership Interest. If options to purchase have been exercised by the Company and the Members with respect to some but not all of the Ownership by the end of the 10-day period specified in the second to the last sentence of Section 9.5(c) (the "Member Notice Period"), then the Company shall, immediately after the expiration of the Member Notice Period, send written notice (the "Company Undersubscription Notice") to those Members who exercised their Secondary Refusal Right within the Member Notice Period (the "Exercising Members"). Each Exercising Member shall, subject to the provisions of this Section 9.5 (d), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed Ownership Interest on the terms and conditions set forth in the Proposed Transfer Notice. To exercise such option, an Exercising Member shall deliver an Undersubscription Notice to the selling Member and the Company within ten (10) days after the expiration of the Member Notice Period. In the



event there are two or more such Exercising Members that choose to exercise the last-mentioned option for a total number of remaining shares in excess of the number available, the remaining shares available for purchase under this Section 9.5 (d) shall be allocated to such Exercising Members pro rata based on the number of shares of Ownership Interest such Exercising Members have elected to purchase pursuant to the Secondary Refusal Right (without giving effect to any shares of Ownership Interest that any such Exercising Member has elected to purchase pursuant to the Company Undersubscription Notice). If the options to purchase the remaining shares are exercised in full by the Exercising Members, the Company shall immediately notify all of the Exercising Members and the selling Member of that fact.

(e) Consideration; Closing. If the consideration proposed to be paid for the Ownership Interest is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Board and as set forth in the Company Notice. If the Company or any Member cannot for any reason pay for the Ownership Interest in the same form of non-cash consideration, the Company or such Member may pay the cash value equivalent thereof, as determined in good faith by the Company. The closing of the purchase of Transfer Stock by the Company and the Members shall take place, and all payments from the Company and the Members shall have been delivered to the selling Member, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice.

## **9.6. Unauthorized Transfers**

(a) Transfer Void; Equitable Relief. Any Proposed Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity.

## **9.7 Compliance With This Agreement and Applicable Securities Laws**

To the fullest extent permitted by law, any Transfer of, or creation or existence of a lien on, whether voluntary or involuntary, or by operation of law, any Membership Interest or portion of it (or any beneficial interest in it), that affects record or beneficial ownership in or possession of any Membership Interest or portion of it, in violation of any of the provisions of this Article 9 is null and void, and the purported transferee is not entitled to (a) receive any distributions or profits in respect to it, (b) participate in any solicitation for, or otherwise participate in any vote, consent or approval with respect to any event set forth or referred to in this Agreement requiring the vote, consent or approval of any of the Members, or (c) become a substitute or additional Member of the Company. Any Transfer of or creation or existence of a lien on any Membership Interest or portion of it (or any beneficial interest in it) that is otherwise in accordance with this Article 9 must also be in compliance with all applicable federal and state securities laws.

**9.8. Special Interest** The parties agree and understand that Nicholas Gomes holds several marijuana establishment license types. The parties grant the right to Nicholas Gomes to determine, in his sole and exclusive discretion, whether he should hold an ownership interest in Tradesman Exchange. In the event the Cannabis Control Commission determines Nicholas Gomes to hold too many license types, then Nicholas Gomes has the right to divest himself of ownership interest and transfer the interest to a person of his choosing without having to comply with the provisions of article 9 relative to transfer of membership interest. To remove all doubt, in the event Nicholas Gomes seeks to transfer his membership interest, he need not comply with the rules relative to membership transfer including obtaining an appraisal and offering a right of first refusal to other members.

#### **10. Admission of Additional or Substitute Members**

The transferee of a Transfer of a Member's Membership Interests or portion of it made pursuant to Article 9 must be admitted to the Company as an additional or a substitute Member.

#### **11. Withdrawal of Members**

No Member has the right to withdraw from the Company unless the Member has Transferred all of its Membership Interests in compliance with the applicable provisions of Article 9

#### **12. Dissolution and Liquidation**

##### **12.1 Dissolution**

The LLC is for perpetual growth of assets and income and shall have no fixed date upon which it shall dissolve. The Company shall be dissolved and its affairs must be wound up on the first to occur of any of the following events:

- (a) The expiration of the Company's term as provided in Section 2.4 of this Agreement;
- (b) The Bankruptcy of the Company; provided, however, that on any Bankruptcy, the Company is deemed dissolved, but the dissolution will not cause the Company's termination if, on the dissolution, all the remaining Members vote to continue to carry on the Company business pursuant to, and subject to, all of the terms and provisions of this Agreement
- (c) The sale of all or substantially all of the Company assets;
- (d) The Members' written consent.

##### **12.2 Liquidation**

The proceeds of the Company's liquidation will be applied in the following order of priority, unless otherwise required by applicable law:

- (a) First, to the Company's creditors including creditors who are Members, in order of priority provided by law, in satisfaction of all the Company's liabilities and obligations (of any nature whatsoever, including, without limitation, fixed or contingent, matured or unmatured, legal or equitable, secured or unsecured), whether by payment or the making of reasonable provision for payment; and

(b) Thereafter, in accordance with the provisions of Section 5.01 of this Agreement.

### **12.3 Waiver of Partition**

Each Member waives any rights to partition of Company property and no part of the assets of the company shall be treated as real property.

### **13. Amendment of Operating Agreement**

Amendments to this Agreement may be proposed by any Member. Any proposed amendment to this Agreement is effective only if adopted by the vote, consent or approval of all Members.

### **14. Issuance of Membership Interest Certificates**

#### **14.1 Issuance of Interest Certificates**

On the issuance of the Membership Interests, the Company must issue one or more Certificates registered in the Member's name evidencing the number of Membership Interests issued to the Member. Each Certificate must be denominated in terms of the number of Membership Interests evidenced by the Certificate. On the Transfer of a Membership Interest in accordance with Article 9, the Company must issue replacement Certificates, in accordance with the procedures as the Members may establish. No Certificate representing a fraction of a Membership Interest may be issued.

#### **14.2 Registration of Transfer and Exchange**

(a) The Company must keep a register in that, subject to reasonable regulations as it prescribes and subject to the provisions of Section 14.2(b), provides for the registration of the Membership Interests and the Transfer of such Membership Interests. The Members may designate by majority vote a Member as registrar for the purpose of registering the Membership Interests and the Transfers of the Membership Interests. The initial registrar will be Jeffrey G. Pepi, Jr., and Nicholas A. Gomes until the initial registrar(s) are no longer a Member. On surrender of any Certificate for registration of Transfer or exchange, and subject to the provisions of Section 14.2(b), the transferee must execute, and the registrar must countersign and deliver in the name of the holder or the transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number of the Membership Interests as did the Certificate surrendered. The registrar must promptly notify the other Members of each issuance of a new Certificate.

(b) Every Certificate surrendered for registration of Transfer must be duly accepted on the reverse side or be accompanied by a written instrument of acceptance to the same effect in form satisfactory to the registrar, (a "Transfer Application"), duly executed, in either case, by the transferee. The transferee who executes a Transfer Application will, among other things, be deemed to have agreed to be bound by the terms and conditions of this Agreement. As a condition to the issuance of any new Certificate under this Section 14.2, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect to it.

### **14.3 Mutilated, Lost, Stolen or Destroyed Certificates**

The Company must issue a new Certificate in place of any mutilated, lost, stolen or destroyed Certificate previously issued if the registered owner of the Certificate:

- (a) In the case of a mutilated Certificate, surrenders the certificate to the Company or, in the case of a lost, stolen or destroyed Certificate, makes proof by affidavit, in form and substance satisfactory to the other Members, that the Certificate has been lost, stolen or destroyed;
- (b) In the case of a lost, stolen or destroyed Certificate (1) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim and (2) if requested by the Company, delivers to the Company security that may be required to indemnify the Company against any claim that may be made because of the alleged loss, theft or destruction of the Certificate; and
- (c) Satisfies any other reasonable requirements imposed by the Company.

### **14.4 Record Holder**

The Company is entitled to treat the record holder as owner of any Membership Interests and, accordingly, is not bound to recognize any equitable or other claim to or interest in the Membership Interests on the part of any other Person, whether or not the Company has actual or other notice of the claim or interest. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing) is acting as a nominee, agent or in some other representative capacity for another Person in acquiring and/or holding Membership Interests, as between the Company the other Person, the representative Person (a) must be the Member, (b) must execute and deliver a Transfer Application in order to Transfer the Membership Interests and (c) is bound by this Agreement and has the obligations of a Member as provided in this Agreement.

### **14.5 Legends**

All Certificates issued or to be issued by the Company must be endorsed with a memorandum as follows: "Notice is given that this certificate is issued and held and the membership interests represented by it are held subject to the terms of the Operating Agreement, dated \_\_\_\_\_, among the members who executed said Operating Agreement, and the Transaction Documents (as defined in the Operating Agreement)".

## **15. General Provisions**

### **15.1 Notices**

All notices, requests, demands and other communications required or permitted in this Agreement must be in writing, must refer to this Agreement and, unless otherwise expressly provided elsewhere in this Agreement, may be delivered personally or sent by certified mail, return receipt requested, or by overnight air courier guaranteeing delivery within two business

days ("Courier "), or by telecopy, to the party at its address or telecopy number set forth on Schedule A of this Agreement.

## **15.2 Specific Performance**

The parties to this Agreement agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. The parties agree that they are entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions in any United States court or any state having jurisdiction, in addition to any other remedy to which they are entitled at law or in equity.

## **15.3 No Third-Party Beneficiaries**

The parties agree that this Agreement and the covenants made in it are made expressly and solely for the benefit of the parties (including any Person who agrees in writing to become a party to the Agreement as provided in Articles 9, 10 and 12), and that no other Person, other than an Indemnitee under Section 6.3 of this Agreement is entitled or deemed to be entitled to any benefits or rights under this Agreement, nor be authorized or entitled to enforce any rights, claims or remedies under or by reason of this Agreement.

## **15.4 Successors and Assigns**

All of the terms and provisions of this Agreement inure to the benefit of and are binding on each of the parties to this Agreement and their respective transferees, if any; provided that, except as expressly provided elsewhere in this Agreement, no party may Transfer (or cause or permit to be created or existing any lien on) or assign its Membership Interest (or any portion of or any beneficial interest in it) or this Agreement or its rights, interests or obligations under this Agreement except in accordance with the terms of this Agreement.

## **15.5 Entire Agreement**

This Agreement and the Transactions Documents to which any of the parties to this Agreement are parties contain the entire agreement among the parties with respect to the subject matter and supersedes all prior agreements, proposals, representations, arrangements or understandings, written or oral, with respect to the subject matter.

## **15.6 Severability**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, in such jurisdiction, is ineffective to the extent of the prohibition or unenforceability, and any prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable the provision in any other jurisdiction. If any provision of this Agreement is held or deemed to be or is inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions of this Agreement or any law, statute, ordinance, rule, regulation, order, writ, decree or injunction, or for any other reason, the circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions in this Agreement invalid, inoperative or

unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement does not affect the remaining portions.

**15.7 Attorneys' Fees** In any action or proceeding brought to enforce any provision of this Agreement, or where any provision is validly asserted as a defense, each party shall be responsible for their own attorneys' fees.

**15.8 Headings** All section headings in this Agreement are for convenience of reference only and are not part of this Agreement, and no construction or inference may be derived from them.

**15.9 Applicable Law**

This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within the state, without regard to principles of conflict of laws.

**15.10 Counterparts**

This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, but all of which together constitute one and the same instrument.

**15.11 Currency** All references in this Agreement to dollars (\$) are to lawful money of the United States of America.

IN WITNESS, WHEREOF the parties have entered into this Agreement as of the date first above written as a sealed instrument.

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Jeffrey G. Pepi, Jr.

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Nicholas A. Gomes, Esquire

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John Marcellino

# SCHEDULE A

Member	Address	Interest	Capital Contribution
Jeffrey G. Pepi, Jr.,	170 Elm Street, New Bedford, MA 02740	30%	\$500.00
Nicholas A. Gomes, Esq.,	382 Main Street, Acushnet, MA 02743	30%*	\$500.00
John Marcellino	379 Monomoscov Road, Mashpee, MA 02649	30%	\$0.00
Leona Leaver	61 Coggeshal Street, North Dartmouth, MA 02747	10%	\$0.00

Attorney Gomes' 30% interest is only applicable to the Retailer license and ownership/and or control of all other license types are conditional upon (1) CCC approval and (2) potential divestiture of Attorney Gomes' interest in Green Speed Inc.

I, Nicholas A. Gomes, hereby depose and state under oath:

1. I am not a Person with Direct or Indirect Control of Tradesman Exchange LLC, as that term is defined by the Cannabis Control Commission, as it relates to the delivery operator and marijuana courier licenses.
2. I no longer am associated with the business as an owner or executive with control and direction rights and have revoked all rights in the company relative to the delivery operator and marijuana courier licenses.
3. I am seeking delivery operator and marijuana courier licenses under my own social equity status under the company Green Speed Delivery Inc., in Athol.
4. I represent Tradesman Exchange LLC, in the capacity of attorney-at-law for purposes of licensing and permitting before the State and municipalities it seeks to conduct business in.
5. In the event Tradesman Exchange LLC has an opportunity to obtain a retail license, then I will seek to have an ownership and control interest in the retail license only after confirmation of my ability to do so by the Cannabis Control Commission.

Signed under the penalties of perjury this 21<sup>st</sup> day of September, 2022.

**s/Nicholas A. Gomes**  
*Nicholas A. Gomes, Esq.*  
*Counsel for Tradesman Exchange LLC*



# TRADESMAN EXCHANGE LLC

Licensed Delivery Operator Marijuana Establishment

For Adult Use under 935 CMR 500.000





# TRADESMAN EXCHANGE LLC

Licensed Delivery Marijuana Establishment  
For Adult Use under 935 CMR 500.000



# Proposed Locations



## 800 Falmouth Road, Mashpee, MA

**Delivery's mission** is to provide our customers with the most professional, fast, dependable, and technologically advanced delivery service in MA. We pride ourselves on our unique way of developing great relationships with our customers and provide them with the highest level of service.



### Delivery





## Legal Counsel



**Nicholas A. Gomes, Esq.**

Law Office of Nicholas A. Gomes, P.C.;

General counsel for Licensing,  
Permitting, Regulatory Compliance

## Social Equity Executive



**Jeffrey Pepi, Jr.**

Growing in Health; CBD Retail Store

Strategic Transitions - Consulting &  
3rd Party Administration

Hemp Drop Delivery Service

# Executives



**Leona Leaver**

LL Medical Transportation

Certified Federal Women In  
The Workplace



**Chef John Marcellino**

Owner The Station Grill  
Chef for + years  
Falmouth Station Master  
Peter Pan Ticketing  
59 Depot Ave.  
Falmouth, MA 02540



# Vehicle Specifications



- Plain Unmarked Vehicles (No Cannabis Markings)
- Multiple Vehicle Types
- Randomized Routes
- GPS
- Audio/Visual Surveillance
- Lockbox/Cargo Container affixed to vehicle and locked at all times
- Legal Window Tint
- Alarm System



# Secure Hybrid Vehicle



## Lock Box:

Product is stored in a locked storage box custom fit for the vehicle secured to the vehicle in both interior and rear trunk access points.



## Tint:

Window tint will be comply with State limit.



## Security:

Audio/Visual Camera equipped in front and rear. GPS and Real Time Video Monitoring.



# Overview Of Security Procedures



## Security, Surveillance, and Alarm Components:

Tradesman Exchange will have a security surveillance system that is designed to prevent theft or an unauthorized intrusion. The surveillance feed will be monitored in accordance State law.

- Exterior + Interior CCTV
- Key-Card access for secure entry points.



## Third Party Security Audits:

Tradesman Exchange shall annually obtain at its own expense, a security system audit by a vendor approved by the Commission.



## Employee Safety:

The vehicle and facilities are designed to provide safety to our employees and they will have access to a silent alarm in the event of encountering crime or other danger.





# Storage Of Products



## Storage of Finished Products:

**All finished marijuana products shall be secured in a locked vault to prevent diversion, theft and loss.**

- All safes, vaults, or areas used for the storage of marijuana products shall be kept securely locked and protected from entry, except for the actual time required to remove or replace marijuana.
- All locks and security equipment shall be kept in good working order.
- Security measures, such as combination numbers, passwords or electronic or biometric security systems shall be used on the property and only shared with specifically authorized employees.

## Incident Reporting:

Tradesman Exchange shall notify appropriate authorities and the Commission of any breach of security within 24 hours following discovery of the breach.

### Notification shall occur during the following occasions:

- Discovery of discrepancies identified during inventory;
- Diversion, theft or loss of any marijuana product;
- Any criminal action involving or occurring on or in the property;
- Unauthorized destruction of marijuana;
- Any loss or unauthorized alteration of records related to marijuana;
- An alarm activation or other event that requires response by public safety personnel;
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours;

# Community Partners



## Responsible Team:

Experienced Operators with existing CCC and Municipal approval including stringent background checks and application process



## Community Impact Fee:

Total allowable impact fee of 3% gross revenue



## Economic Empowerment:

Expedited and Priority CCC Application Review Delivery 3 Year exclusivity period



## Positive Impact Plan:

Plan to promote local community by working with the Chamber of Commerce to promote new cannabis business growth and training.



## Diversity Plan:

Plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation



## Economic Development:

Our investment and community partnership will collaterally affect local economy with increased job opportunities.



# Timeline



Community Outreach  
Meeting  
November 2021



CCC Provisional  
License  
February 2022



CCC Final License  
May 2022



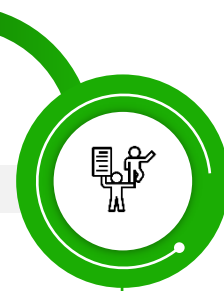
December 2021  
Host Community  
Agreement



February-April 2022  
Installation of Security  
Features and limited  
interior construction



May 2022  
Commencement of  
Operations



I, Nicholas A. Gomes, hereby depose and state under oath:

1. I am not a Person with Direct or Indirect Control of Tradesman Exchange LLC, as that term is defined by the Cannabis Control Commission.

2. I no longer am associated with the business as an owner or executive with control and directional rights and have revoked all rights in the company.

3. I represent Tradesman Exchange LLC, in the capacity of attorney-at-law for purposes of licensing and permitting before the State and municipalities it seeks to conduct business in.

Signed under the penalties of perjury this 25<sup>th</sup> day of October, 2021.

**s/Nicholas A. Gomes**

*Nicholas A. Gomes, Esq.*

*Counsel for Tradesman Exchange LLC*





TRADEXC-01

PPATALANO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DeSanctis Insurance Agency, Inc. 100 Unicorn Park Drive Woburn, MA 01801	CONTACT NAME: <b>Paul Patalano</b>	
	PHONE (A/C, No, Ext): <b>(781) 569-0146</b> FAX (A/C, No):	
	E-MAIL ADDRESS: <b>ppatalano@desanctisins.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Summit Specialty Insurance Company</b>	<b>16889</b>
INSURED  <b>Tradesman Exchange LLC 800 Falmouth RD, Unit B-1-C Mashpee, MA 02649</b>	INSURER B : <b>WCRIBMA</b>	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CANMA1222B3192	1/3/2024	1/3/2025	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> Y	N / A	TBA	1/08/2024	1/08/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>500,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

Town of Mashpee, Massachusetts 16 Great Neck Road North Mashpee, MA 02649	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## **TRADESMAN EXCHANGE, LLC**

### **RECORD KEEPING**

1. General: Tradesman Exchange, LLC shall keep an office for the purpose of keeping its business records for inspection by the Cannabis Control Commission (“Cannabis Control Commission”) upon request.
2. Maintenance: The records of a Marijuana Establishment shall be maintained in a secure location within the facility and in accordance with generally accepted accounting principles.
3. Confidentiality: All records shall be kept in a locked area within a secured location within the facility not accessible to the public nor easily accessible to an unauthorized individual. Access to confidential records shall be limited to only those reasonably necessary for the operation of the business.
4. Closure: Following closure of the company, all records must be kept for at least two years at its own expense in a form and location acceptable to the CCC.
5. Required Records: All records shall be kept as required by 935 CMR 500.000, including, but not limited to:
  - (a) Written operating procedures as required by 935 CMR 500.105(1);
  - (b) Inventory records as required by 935 CMR 500.105(8);
  - (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
  - (d) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - (e) Personnel policies and procedures;
  - (f) Waste disposal records as required under 935 CMR 500.105(12)
  - (g) Business records, which shall include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
  - (h) The following personnel records:
    1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
    2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

- a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. documentation of verification of references;
  - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. documentation of periodic performance evaluations;
  - f. a record of any disciplinary action taken; and
  - g. notice of completed responsible vendor and eight-hour related duty training.
6. All background check reports obtained in accordance with 935 CMR 500.030.



**TRADESMAN EXCHANGE LLC**  
**MAINTAINING FINANCIAL RECORDS**

1. General: TRADESMAN EXCHANGE LLC will ensure that there is a locked office for the purpose of keeping its business records, including financial records, for inspection by the Cannabis Control Commission upon request.
2. Maintenance: TRADESMAN EXCHANGE LLC will ensure that all records of a Marijuana Establishment shall be maintained in a secure location within the facility and in accordance with generally accepted accounting principles.
3. Confidentiality: TRADESMAN EXCHANGE LLC will ensure that all records will be kept in a locked area within a secured location within the facility not accessible to the public nor easily accessible to an unauthorized individual. Access to confidential records shall be limited to only those reasonably necessary for the operation of the business.
4. Closure: Following closure of TRADESMAN EXCHANGE LLC all records will be kept for at least two years at its own expense in a form and location acceptable to the CCC.
5. Accounting and Auditing: All of TRADESMAN EXCHANGE LLC's financial records shall be reviewed by an accountant or other tax professional for accuracy. Independent audits on the financial records shall be conducted annually.
6. Financial Records: All financial records of TRADESMAN EXCHANGE LLC shall be kept as required by 935 CMR 500.000, including, but not limited to:
  - (a) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
  - (b) Sales receipts from all license types;
  - (c) Bank statements;
  - (d) Employee payroll;
  - (e) Tax returns;
  - (f) Balance statements;
  - (g) Loan agreements;
  - (h) Assets and Liabilities;
  - (i) Monetary Transactions;
  - (j) Books of Accounts;
  - (k) Sale records;
  - (l) Salary and wages paid to each employee. 935 CMR 500.105(9).

## **TRADESMAN EXCHANGE LLC**

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

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

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

3. Qualifications: Tradesman Exchange LLC hiring practices is focused on obtaining and maintaining a skilled and diverse workforce. Our policies include seeking to hire over 51% of employees from New Bedford residents and other areas of disproportionate impact, veteran incentive hiring, affirmative action, equal employment opportunity, a zero tolerance policy for violence, discrimination, sexual harassment, and stalking, a drug-free workplace, and Americans with Disabilities Act and Family Medical Leave Act compliance. Tradesman Exchange LLC is creating an inclusive work environment welcoming and respecting all people based on merit and skill regardless of race, creed, colors, national origins, disabilities, gender, age, sexuality and orientation. Our diversity will make our company stronger and improve our ability to empower our community.

4. Employment Positions: Tradesman Exchange LLC will have the following positions:

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

II. Cannabis Consultant: A cannabis consultant provides retail assistance and processing to customers to effectuate an informed purchase of marijuana or marijuana products to fit the unique needs of the client. The cannabis consultant will be focused on providing information and advising clients so they obtain the safest and best experience through our various products and methods of consumption.

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

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

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

VI. Executives: The executives of the company are Nicholas A. Gomes and Jeffrey Pepi Jr. The executives shall operate and manage the company while fulfilling numerous positions within the company.

VII. Director of Delivery/Transportation: The directors of Delivery and Transportation shall direct and manage the scheduling, logistics, and auditing of our delivery and transportation services. They shall be directly responsible for overseeing the delivery and transportation of marijuana and marijuana products from the marijuana establishment.

VIII. Deliverer/Transporter: The delivery and transportation agents shall be responsible for the delivery and transportation of marijuana products to either an eligible consumer or a licensed marijuana establishment. The agents shall follow all delivery and transportation specific protocols to ensure the safe and efficient delivery and transport of marijuana.

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

6. Records: Employee records shall be kept orderly and maintained in a secured location in accordance to the company's record policy.

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

I. diverting marijuana or marijuana products;

II. engaging in unsafe practices with regard to operation of the company; and  
III. any conviction or guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

8. Cash: Cash: Employees shall use all care and reason for the safe handling of cash at the establishment and during transit for deliveries. Sales will be limited to small quantities of products to prevent an influx of cash in an unsafe manner. Cash will be maintained during hours of operation in three locations including a cash vault in the delivery vehicles, a cash vault at the establishment, and with a marijuana agent during transit from one secure vault to another.

9. Training: Employees will undergo quarterly industry trainings that are required of a registered agent.

10. Record Keeping: Records of the Marijuana Establishment will be available for inspection by the Cannabis Control Commission upon request. Our records are maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following: (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) 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 which shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following: a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2); b. documentation of verification of references; c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; e. documentation of periodic performance evaluations; f. a record of any disciplinary action taken; and g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

11. Business Hours: The Company shall hold business hours in accordance to state and municipal law.

12. Personnel record: A personnel record for each Marijuana Establishment Agent shall be kept. Such records shall be maintained for at least 12 months after termination 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. *935 CMR 500.105(9)*.

13. Training: The Company shall keep 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. *935 CMR 500.105(9)*.

14. Evaluations: The Company shall keep documentation of periodic performance evaluations; and a record of any disciplinary action taken. *935 CMR 500.105(9)*.

15. Notice: The Company shall keep notices of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2). *935 CMR 500.105(9)*.

16. Personnel Policies: The Company shall keep and make available personnel policies and procedures, including, at a minimum, the following:

- a. Code of ethics;
- b. Whistle-blower policy; and
- c. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; *935 CMR 500.105(9)*

17. Requirements: The Company shall maintain:

- 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). *935 CMR 500.105(9)*
- A staffing plan and records in compliance with 935 CMR 500.105(9). *935 CMR 500.105(1)*
- A plan describing how confidential information will be maintained. *935 CMR 500.105(1)*