



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283237  
Original Issued Date: 12/07/2020  
Issued Date: 12/14/2023  
Expiration Date: 12/18/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Riverside Agriculture, LLC

Phone Number: 508-203-1435  
Email Address: COMPLIANCE@AGGALT.COM

Business Address 1: 1 Cabot Street	Business Address 2:
Business City: Holyoke	Business State: MA
	Business Zip Code: 01040
Mailing Address 1: 1 Cabot Street	Mailing Address 2:
Mailing City: Holyoke	Mailing State: MA
	Mailing Zip Code: 01040

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

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

### RMD INFORMATION

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

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 50  
Role: Executive / Officer Other Role: Chief Executive Officer of Riverside and Board Member of Agricultural Alternatives

First Name: Chung	Last Name: Wong	Suffix:
Gender:	User Defined Gender:	
What is this person's race or ethnicity?:		
Specify Race or Ethnicity:		

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership:	Percentage Of Control: 50	
Role: Board Member	Other Role: Board Member of Agricultural Alternatives	
First Name: Loukas	Last Name: Theodorou	Suffix:
Gender:	User Defined Gender:	
What is this person's race or ethnicity?:		
Specify Race or Ethnicity:		

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership:	Percentage Of Control:	
Role: Other (specify)	Other Role: >10% owner of Agricultural Alternatives and Riverside	
First Name: Jason	Last Name: Morrisette	Suffix:
Gender:	User Defined Gender:	
What is this person's race or ethnicity?:		
Specify Race or Ethnicity:		

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

#### Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 100	
Entity Legal Name: Riverside Agriculture, LLC	Entity DBA:	DBA City:
Entity Description: Owner of the license		
Foreign Subsidiary Narrative:		
Entity Phone: 860-810-5059	Entity Email: william@gbj.solutions	Entity Website:
Entity Address 1: 1 Cabot St	Entity Address 2:	
Entity City: Holyoke	Entity State: MA	Entity Zip Code: 01040
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description:		

#### Entity with Direct or Indirect Authority 2

Percentage of Control: 100	Percentage of Ownership: 100	
Entity Legal Name: Agricultural Alternatives, Inc.	Entity DBA:	DBA City:
Entity Description: Parent Company of Riverside Agriculture, LLC		
Foreign Subsidiary Narrative:		
Entity Phone: 860-810-5059	Entity Email: william@gbj.solutions	Entity Website:
Entity Address 1: 1 Cabot St	Entity Address 2:	
Entity City: Holyoke	Entity State: MA	Entity Zip Code: 01040
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description:		

CLOSE ASSOCIATES AND MEMBERS  
No records found

CAPITAL RESOURCES - INDIVIDUALS  
No records found

CAPITAL RESOURCES - ENTITIES  
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES  
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS  
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Cabot Street

Establishment Address 2:

Establishment City: HolyokeEstablishment Zip Code: 01040

Approximate square footage of the establishment: 3500How many abutters does this property have?: 14

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

HOST COMMUNITY INFORMATION  
Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning_Retail_Application_MRN283237.pdf	pdf	5e287829fe55e40432f6c712	01/22/2020
Certification of Host Community Agreement	Certification of Host Community Agreement_Four Trees Holyoke LLC.pdf	pdf	5e29ccbdfe55e40432f6ca4f	01/23/2020
Community Outreach Meeting Documentation	Community outreach meeting documentation_retail_Application_MRN283237.pdf	pdf	5f160d0e7b30b674269a7e9f	07/20/2020

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

POSITIVE IMPACT PLAN  
Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan_retail_Application_MRN283237.pdf	pdf	5eea4e332989d72512a76e4a	06/17/2020

ADDITIONAL INFORMATION NOTIFICATION  
Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION  
Individual Background Information 1

Role:

Other Role:

First Name: Chung   Last Name: Wong   Suffix:

RMD Association:

Background Question:

Individual Background Information 2

Role:

Other Role:

First Name: Loukas   Last Name: Theodorou   Suffix:

RMD Association:

Background Question:

Individual Background Information 3

Role:

Other Role:

First Name: Jason   Last Name: Morrisette   Suffix:

RMD Association:

Background Question:

ENTITY BACKGROUND CHECK INFORMATION  
Entity Background Check Information 1

Role:

Other Role:

Entity Legal Name: Riverside Agriculture, LLC   Entity DBA:

Entity Description:

Phone: 860-810-5059   Email: william@gbi.solutions

Primary Business Address 1: 1 Cabot St   Primary Business Address 2:

Primary Business City: Holyoke   Primary Business State:   Principal Business Zip Code: 01040  
MA

Additional Information:

Entity Background Check Information 2

Role:

Other Role:

Entity Legal Name: Agriculture Alternatives, Inc.   Entity DBA:

Entity Description:

Phone: 860-810-5059   Email: william@gbi.solutions

Primary Business Address 1: 1 Cabot St   Primary Business Address 2:

Primary Business City: Holyoke   Primary Business State: MA   Principal Business Zip Code: 01040

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION  
Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization Packet_Retail_Application_MRN283237.pdf	pdf	5e25d0a949a38606cba84082	01/20/2020
Secretary of Commonwealth -	Secretary of Commonwealth - Certificates of Good Standing_Retail_Application_MRN283237.pdf	pdf	5e25e365cc187d076e3cae56	01/20/2020



Certificate of Good Standing				
Bylaws	Bylaws Packet_Retail_Application_MRN283237.pdf	pdf	5e25e49e5e28f906d6c69f4b	01/20/2020
Department of Revenue - Certificate of Good standing	Department of Revenue - CERTIFICATES OF GOOD STANDING_Retail_Application_MRN283237.pdf	pdf	5e25e80c1ae58e06e1a558aa	01/20/2020
Department of Revenue - Certificate of Good standing	Unemployment Assistance_Attestation_Retail_Application_MRN283237.pdf	pdf	5eea4eb020b47424dbd88ad9	06/17/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	UA to fill (1).pdf	pdf	6541a45ad70a980008f2c359	10/31/2023
Secretary of Commonwealth - Certificate of Good Standing	SOC Certificates of Good Standing 2023.pdf	pdf	65441a1f56bf530007dde912	11/02/2023
Department of Revenue - Certificate of Good standing	DOR Certificates of Good Standing (4).pdf	pdf	655d64bba1260900088deaa8	11/21/2023
Department of Revenue - Certificate of Good standing	Four Trees Holyoke, LLC - CoGS.pdf	pdf	6567969ba126090008947128	11/29/2023

Massachusetts Business Identification Number: 001396854

Doing-Business-As Name: The Spot

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Liability Insurance_Retail_Application_MRN283237.pdf	pdf	5eea4efea7d30c17f5417896	06/17/2020
Business Plan	Business Plan Summary MRR206259 AND MCR140354.pdf	pdf	63292d658f0d7a000978fab5	09/19/2022
Proposed Timeline	Updated timeline to operation MRR206259 AND MCR140354 (1).pdf	pdf	654561f305d57d0007d86182	11/03/2023

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of diversion_Retailer_MRN283237.pdf	pdf	5e212cdcc9bb4407292ac6da	01/16/2020
Security plan	Security plan_Retailer_MRN283237.pdf	pdf	5e212cdd1ae58e06e1a55184	01/16/2020
Separating recreational from medical operations, if	Separating recreational from medical operations_Retailer_MRN283237.pdf	pdf	5e212ce4c1912d0730a5319a	01/16/2020

applicable				
Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana or marijuana products_Retailer_MRN283237.pdf	pdf	5e212ce67a1a100702175637	01/16/2020
Dispensing procedures	Dispensing procedures_Retailer_MRN283237.pdf	pdf	5e212d13c72d2d074d8e1f69	01/16/2020
Quality control and testing	Quality control and testing_Retailer_MRN283237.pdf	pdf	5e212d18b065c907635a7096	01/16/2020
Inventory procedures	Inventory procedures_Retailer_MRN283237.pdf	pdf	5e212d194121de06bd3dd3e5	01/16/2020
Transportation of marijuana	Transportation of marijuana_Retailer_MRN283237.pdf	pdf	5e212d1acc187d076e3ca724	01/16/2020
Storage of marijuana	Storage of marijuana_Retailer_MRN283237.pdf	pdf	5e212d1bb846d306c4443570	01/16/2020
Maintaining of financial records	Maintaining of financial records_Retailer_MRN283237.pdf	pdf	5e212d58a6a6c4073730f70b	01/16/2020
Record Keeping procedures	Record Keeping procedures_Retailer_MRN283237.pdf	pdf	5e212d595e28f906d6c69809	01/16/2020
Restricting Access to age 21 and older	Restricting Access to age 21 and older_Retailer_MRN283237.pdf	pdf	5eea4f462989d72512a76e5a	06/17/2020
Personnel policies including background checks	Personnel policies including background checks MRR205916 and MCR140116.pdf	pdf	615b6dc5578bf568253ba587	10/04/2021
Qualifications and training	Qualifications and Training MRR205916 AND MCR140116.pdf	pdf	615b6f82d7af776846092229	10/04/2021
Energy Compliance Plan	Energy Compliance Plan MRR205916 AND MCR140116.pdf	pdf	615b8ab14c206f685c09a643	10/04/2021
Diversity plan	Diversity Plan MRR205916 AND MCR140116 V2_1.pdf	pdf	6556d7cb0a76090008afabaa	11/16/2023

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Adequate Patient Supply Documentation MRR205916.pdf	pdf	615624aa578bf568253b9405	09/30/2021

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	REASONABLE SUBSTITUTIONS OF MARIJUANA TYPES AND STRAINS MRR205916.pdf	pdf	615624b07afdc8683b266afe	09/30/2021

### ATTESTATIONS

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

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

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

I Agree

Notification: I Understand

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

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

##### Progress or Success Goal 1

**Description of Progress or Success:** Goal 1: Annual donations of \$1,000 to One Holyoke CDC, a local organization that provides community-building services such as housing and job placement assistance for local residents.

Four Trees Holyoke ("FTH") is pre-operational and has not yet begun making annual donations as per our Positive Impact Plan.

FTH intends to carry out this goal upon final licensure, and every year thereafter. FTH will provide documentation regarding these donations as a condition of future license renewals.

Positive Impact Plan is attached here.

##### Progress or Success Goal 2

**Description of Progress or Success:** Goal 2: Developing and implementing workshops and mentorship sessions for those seeking entry into the Cannabis industry from Holyoke and surrounding areas of disproportionate impact.

Four Trees Holyoke ("FTH") is pre-operational and has not yet begun developing and implementing workshops and mentorship sessions as per our Positive Impact Plan. FTH intends to carry out its program goals upon final licensure.

Positive Impact Plan is attached here.

#### COMPLIANCE WITH DIVERSITY PLAN

##### Diversity Progress or Success 1

**Description of Progress or Success:** Four Trees Holyoke ("FTH") intends to fulfill the stated goals of our Diversity Plan in accordance with 935 CMR 500. However, as FTH is pre-operational, no progress towards these goals has been made yet.

Our diversity plan is attached here. A summary of its goals have been copied below:

GOAL 1: FTH intends to hire at least 50% women at its Holyoke facilities.

GOAL 2: FTH intends to hire and create a diverse workforce comprised of approximately; (i) 15% individuals who identify as Persons of Color, specifically Black, African American, Latinx and Indigenous Peoples; (ii) 5% Veterans; (iii) 5% Persons with Disabilities, and; (iv) 5% individuals who identify as LGBTQ+.

GOAL 3: FTH intends to source at least 10% of its supplies (by cost) from businesses owned or operated by either (i) Women; (ii) Minorities and Persons of Color; (iii) Veterans; (iv) Persons with Disabilities, or; (v) LGBTQ+ Individuals.

#### HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 5:00 PM

**PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**  
**CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

Four Trees Holyoke plans to operate an Adult-Use Retail Dispensary and Tier 1 Cultivation Facility, using approximately 18,000 contiguous square feet on the street-level floor of 1 Cabot Street, Holyoke, MA 01040. The proposed location is compliant with all state zoning requirements for Cannabis businesses. No educational or otherwise disqualifying neighboring facilities fall within 500 feet of our property line. The location is also compliant with local zoning requirements, situated in the City of Holyoke's General Industrial (IG) zone.

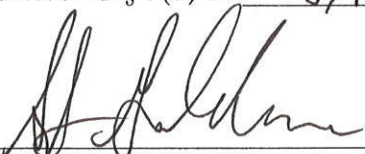
- We entered into a lease agreement for this space, with rent commencing on August 1, 2019.
- We executed our Host Community Agreement with the City of Holyoke, along with Mayor Alex Morse, on August 19, 2019.
- We received approval for our Special Permit by the Holyoke Ordinance Committee, comprised of members of the City Council, on January 14, 2020. Final approval by the entire City Council was granted on January 21, 2020.

## Host Community Agreement Certification Form

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

### Applicant

I, Steven Goldman, (insert name) certify as an authorized representative of FOUR TREES HOLYOKE LLC (insert name of applicant) that the applicant has executed a host community agreement with THE CITY OF HOLYOKE (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 8/19/19 (insert date).



Signature of Authorized Representative of Applicant

### Host Community

I, Alex Morse, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke (insert name of host community) to certify that the applicant and Holyoke (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 01-21-20 (insert date).



Signature of Contracting Authority or  
Authorized Representative of Host Community

Mayer Morse incorrectly  
put the date of 1/21/20  
instead of 8/19/19  
which was the  
actual date that  
the Host community  
Agreement was Signed.  
Please see attached!  
Thank you,  
Barbara Bou

**HOST COMMUNITY AGREEMENT  
ADULT USE MARIJUANA ESTABLISHMENT  
LICENSE CLASSES: Cultivation (Tier I) & Retail**

Upon execution by all parties, this HOST COMMUNITY AGREEMENT (the "Agreement") shall be effective as of the date signed by all parties, by and between the **CITY OF HOLYOKE** (the "CITY"), a municipal corporation with principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040, acting by and through the Mayor, and **FOUR TREES HOLYOKE LLC** whose principal office is located at 1 Cabot Street, Holyoke, MA 01040 (the "OPERATOR").

**WHEREAS**, the OPERATOR proposes to locate an Adult Use Marijuana Establishment (the "Establishment") in the CITY in accordance with regulations issued by the Massachusetts Cannabis Control Commission (the "CCC");

**WHEREAS**, the obligations of the OPERATOR set forth herein are specifically contingent on the OPERATOR being granted one or more Final Licenses from the CCC to operate the Establishment in the CITY (the "License") and on acquiring all required local permits and approvals; and

**WHEREAS**, the parties intend hereby to stipulate conditions and responsibilities between the CITY and the OPERATOR not covered by local zoning approval processes or CCC licensing requirements;

**NOW, THEREFORE**, in consideration of the above and in accordance with G.L. c. 94G, § 3(d), the Operator offers and the CITY accepts the Agreement as follows:

1. **Impact.** The purpose of this Agreement is to assist the CITY in addressing Community Impacts directly proportional and reasonably related to the OPERATOR. "Community Impacts" means, collectively, the following potential and actual impacts to the CITY directly related to or resulting from the construction and operation of the Establishment such as: (i) increased use of CITY services; (ii) increased use of CITY infrastructure; (iii) the need for additional CITY infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) increased air, noise, light and water pollution; (vi) issues related to public safety and addictive behavior; (vii) loss of CITY revenue from displacement of current businesses; (viii) issues related to education and housing; (ix) quality of life; and (x) costs related to mitigating other impacts to the CITY and its residents.
2. **Impact Fee.** In the event that the OPERATOR obtains one or more Final Licenses from the CCC and receives any and all necessary and required permits and licenses issuable by the CITY, which said permits and/or licenses allow the OPERATOR to locate, occupy, and operate one or more Adult Use Marijuana Establishments in the CITY, then the OPERATOR agrees to pay the CITY a Host Community Fee according to the following terms:
  - The OPERATOR shall pay the CITY a percentage of gross revenue from all of the OPERATOR's operations in the CITY in accordance with the following schedule:

- Three percent (**3%**) of gross revenue from all of the OPERATOR's operations in the CITY during each full Calendar Year of operations for the term of this Agreement;
  - Gross Revenue shall include the revenue from production, sales, operations, or services in the CITY pursuant to the License, to the maximum extent permitted under G.L. c. 94G, § 3(d), regardless of whether those products contain, or facilitate the use, inhalation, or ingestion of, medical marijuana.
  - The calculation of Gross Revenue shall not include: (i) revenue from operations covered under any other Host Community Agreement between the OPERATOR and the City of Holyoke, and (ii) transactions and transfers, within the City of Holyoke, between the Establishment and any other Adult Use Marijuana Establishment operated by the OPERATOR.
  - The OPERATOR shall, within sixty (60) days from the close of the calendar year, submit a report to the CITY certifying the gross revenue for the preceding calendar year, in addition to any seed-to-sale tracking records required to be reported to the CCC under 935 CMR 500.105(8)(e) & .105(9)(c). The report shall specify the Host Community Fee as calculated under this section and shall be prepared by Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP").
  - Annual payments shall be due and payable no later than ninety (90) days from the close of the calendar year.
  - In addition to the above referenced report to the CITY certifying gross revenue, the OPERATOR shall provide the CITY with an annual report detailing the following information for the preceding Calendar Year: (i) the total number of the OPERATOR's transactions in the CITY (provided same is not a privacy violation); (ii) descriptions of any incidents on-site at the Establishment operated within the CITY that required a public safety response; and (iii) other such information reasonably requested by the CITY.
3. **Impact Fund.** The CITY shall use the above-referenced payments in its sole discretion consistent with the purpose of this Agreement and in accordance with G.L. c. 94G, § 3.
  4. **Taxation.** At all times during the term of this Agreement, real property owned or operated by the OPERATOR shall be treated as taxable, and all applicable real estate and property taxes for that property shall be paid either directly by the OPERATOR or by its landlord. The OPERATOR shall not challenge the taxability of such property and shall not submit any applications for any statutory exemption from such taxes.
  5. **Abatement.** Notwithstanding Paragraph 2 above: (a) if real property owned or operated by the OPERATOR is determined to be exempt for taxation or partially exempt, or (b) if the value of such property is abated with the effect of reducing or eliminating the tax



which would otherwise be paid if assessed at full, fair market value, then the OPERATOR shall pay to the CITY an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed, fair market value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Paragraph 3 shall be in addition to the payments made by the OPERATOR under Paragraph 1 of this Agreement.

6. **Payment in Lieu of Taxation.** In the event that the OPERATOR becomes eligible for status as a charitable organization and a related decrease or elimination of real property taxes, and tax revenue from the OPERATOR's location in the CITY is reduced or eliminated, the OPERATOR will make the assessed, fair market value tax payment directly to the CITY as an additional payment under this Agreement.
7. **Hiring Commitment.** The OPERATOR commits to make good faith efforts to hire qualified Holyoke residents whenever feasible for any employment opportunities that become available. Implementation of the Commitment shall include collaborating with CareerPoint, Holyoke Works, Holyoke Community College, and other available resources within the City of Holyoke to train and/or recruit residents of Holyoke for all employment opportunities. Methods to recruit employees may include collaboration with local labor unions and other recruitment efforts, such as a neighborhood job fair, and posting of notices of opening at strategic locations, including notifying local community organizations about job opportunities. Upon commencing operations and within thirty (30) days of the start of the calendar year for each year this Agreement remains in effect, the OPERATOR will provide the CITY with an annual report for each previous year containing the following information: (1) the OPERATOR's employment level; (2) the number of Holyoke residents employed, and; (3) a description of the measures taken to fulfill this workforce hiring commitment.
8. **Public Safety Cooperation.** The OPERATOR shall comply with the conditions of any special permit issued by the City, including coordinating with the Holyoke Police Department (the "HPD") in the development and implementation of security measures, as required by the Commonwealth of Massachusetts, the CCC, and otherwise, including in determining the placement of exterior security cameras. The OPERATOR will maintain a cooperative relationship with the HPD, including but not limited to periodic meetings to review operational concerns and communication to the HPD of any suspicious activities on the site.
9. **Termination.** This Agreement shall terminate immediately at the time that any of the following occurs: the CITY notifies the OPERATOR of the CITY's termination of this Agreement for CAUSE as defined in this section; the OPERATOR or its assigns ceases to operate the Establishment in the CITY; or if the OPERATOR fails to make payments to the CITY as required under this Agreement and such failure remains uncured for ninety (90) days following written notice to the OPERATOR. CAUSE shall be defined as any instance in which the OPERATOR willfully or negligently violates any laws of the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for ninety (90) days following written notice to the OPERATOR.

10. **Binding Effect.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The Parties shall be prohibited from assigning, in whole or in part, any portion of this Agreement without the written consent of the other party which shall not be unreasonably withheld conditioned or delayed. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR and/or the successors, assigns, and legal representatives of the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations, unless otherwise required under the laws of the Commonwealth.
11. **Compliance.** The OPERATOR shall comply with all laws, rules, regulations and orders applicable to siting pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the OPERATOR's facility. The terms of this Agreement do not supersede ordinances, regulations, and site plan approvals nor do they constitute compliance with any particular regulatory requirement other than the requirement that the OPERATOR enter into a Host Community Agreement with the City pursuant to G.L. c. 94G, § 3.
12. **Re-opener.** Should the CITY enter into a Host Community Agreement with any other Adult Use Marijuana Establishment within the same license class as the OPERATOR, as defined under 935 CMR 500.050(1)(d), for siting in the City of Holyoke at material terms more favorable to the operator of that establishment than the terms of this Agreement are to the OPERATOR of this Establishment, then this Agreement shall be modified to reflect those terms. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations. Upon the mutual-agreement of the CITY and the OPERATOR, this Agreement may be terminated at any time.
13. **Notices.** Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by hand; by overnight delivery service; or by other reputable delivery services, to the Parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.
14. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the Parties would be substantially or materially prejudiced.
15. **Choice of Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. **Accounting.** The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard GAAP and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.
17. **Integration.** This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the Parties hereto.
18. **Term.** Except as may otherwise be provided herein, this Agreement shall be in effect for a period of FIVE (5) YEARS from the Effective Date (the "Expiration Date"), except as may otherwise be provided herein. In the event the OPERATOR does not commence operations of the Establishment within the CITY, then this Agreement shall automatically terminate, become void and be of no further force or affect as to either party. For such time as the OPERATOR continues operations within the city, the Parties agree to negotiate a successor Host Community Agreement upon expiration of this agreement. In the event the OPERATOR ceases operations in the CITY prior to Expiration Date, this Agreement shall terminate on such date the OPERATOR ceases operations. Payments due for that Calendar Year shall be prorated based on the number of days of operation during that quarter. The OPERATOR shall not be required to cease operations upon the Expiration Date of this Agreement unless for CAUSE as defined in Paragraph 10.
19. **Responding to the CCC.** If contacted by the CCC, the City shall promptly provide any information requested concerning the OPERATOR, including confirmation that the site of the Establishment is in a zoning district for which the operation is a permissible use, although a special permit shall be required before operations may commence.
20. **License Renewal.** Upon the request of the OPERATOR in connection with the renewal of its License, the City shall cooperate with and support the OPERATOR's obligation to provide an accounting of the financial benefits accruing to the CITY under this Agreement, as required by 935 CMR 500.103(4)(d).

## **XII. OPERATOR INFORMATION**

1. The Provider or vendor's Name: Four Trees Holyoke LLC
2. Contact Person: Steven Goldman
3. Telephone: 845-418-5347
4. E-mail: [steve@fourtreesMA.com](mailto:steve@fourtreesMA.com)

IN WITNESS WHEREOF, the CITY OF HOLYOKE and FOUR TREES HOLYOKE LLC, have executed this Agreement as a sealed instrument as of the day and year the same is signed by all parties hereto, on the latest date noted below.

**FOUR TREES HOLYOKE LLC:**

Printed Name: Steven Goldman  
Signature: [Signature]  
Title: Chief Operating Officer  
Date signed: 8/13/2019

**CITY OF HOLYOKE:**

[Signature: Alex B. Morse]  
Alex B. Morse, Mayor  
Date signed: 8-19-19

**APPROVED AS TO FORM:**

[Signature: Paul Payer]  
~~Paul Payer, City Solicitor~~  
Date signed: 8-16-19  
Crystal Barnes,  
Acting City Solicitor

## INTENT TO LEASE AGREEMENT

Whereas the business group known as Four Trees Management wishes to lease space of approx. 14,500sf in the building known as One Cabot Street and the building owner wishes to lease the same space the parties hereby enter into an agreement to reserve the space for a period of time that is sufficient to formulate business plans and negotiate the full lease. The tenant will have 6 months of "reserve time" to hold the space at a discounted rent rate of \$2500 per month. The rent during the "reserve time" is due and payable at the first of each month beginning august 1, 2019. After 6 months if the Lessee has not secured a provisional license and/or received sufficient funding to finance the business, he may extend the reserve period for another 3 months under the same terms. If the lessee has started buildout in the space then the 3 months option is not available. If the parties cannot agree to the terms of the full lease document then tenant has the right to terminate this agreement with no further obligation to pay rent.

A deposit of \$12,000 to be paid by July 26, 2019. Deposit will be applied to Security deposit. Deposit is refundable if Lessee is unable to achieve required funding or obtain required permits or licenses.

### GENERAL TERMS

TENANT and TENANT'S ADDRESS:	<u>Four Trees Management LLC</u> <u>30 Somerset St #3</u> <u>Worcester, MA 01609</u>
LANDLORD and LANDLORD'S ADDRESS:	Milton Hilton, LLC c/o Spaulding Ave Industrial, LLC 20 Spaulding Ave Unit A Rochester, NH 03868
SCHEDULED TERM COMMENCEMENT DATE:	Aug 1, 2019
SCHEDULED RENT COMMENCEMENT:	Aug. 1, 2019
TENANT'S SPACE:	approx.. 14,500 sf on floor two together with common area access to the space and outside parking and access. One Cabot Street Holyoke, MA
LEASE TERM/OPTIONS:	5 Years, 2- 5 year options
BASE RENT:	Year 1&2- \$170,000/year Year 3&4- \$185,000/year Year 5&6- \$200,000/year Year 7-10- \$215,000/year Year 11-15- \$230,000/year

SECURITY DEPOSIT:

ADDITIONAL RENT;

PERMITTED USES:

INSURANCE-comprehensive general liability

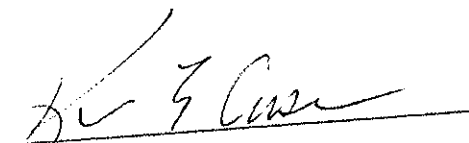
One month's rent

Insurance, taxes, maintenance

Mutli-use cannabis facility.

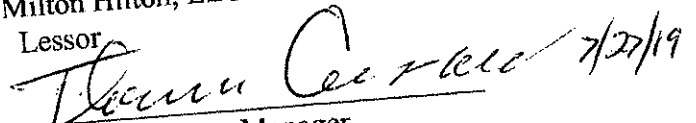
\$2,000,000 combined single limit

IN WITNESS WHEREOF the parties have set their signatures hereto for the purpose of being legally bound.

  
Witness


Milton Hilton, LLC

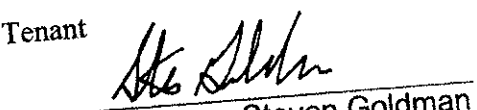
Lessor

 7/27/19  
Thomas Cusano, Manager

Four Trees Management LLC

Tenant

  
Witness

  
Manager Steven Goldman

## Community Outreach Meeting Attestation Form

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

I, Noni Goldman, (insert name) attest as an authorized representative of Four Trees Holyoke LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 12/2/2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 11/13/2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on 11/22/2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 11/22/2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).



**COMMUNITY OUTREACH MEETING DOCUMENTATION**  
**CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

Four Trees Holyoke held a Community Outreach Meeting as required for CCC licensure on December 2, 2019 at 7pm, at Capri Pizza, located at 18 Cabot Street, Holyoke, MA 01040. In addition to the attestation form on the preceding page, further documentation related to this meeting is provided in this packet, and includes the following:

Attachment A	Notice of Community Outreach Meeting, as published in a <b>newspaper</b> of local circulation ("The Republican") on Wednesday, November 13, 2019.
Attachment B	Notice of Community Outreach Meeting, as delivered to Holyoke <b>City Clerk</b> , Planning Office, and City Council Administrator on November 22, 2019, including proof of delivery.
Attachment C	Notice of Community Outreach Meeting, as sent in letters mailed to <b>abutters</b> via USPS Certified Mail on November 22, 2019, including proof of mailing.
Attachment D	Additional supporting documentation.



**ATTACHMENT A:** Notice of Community Outreach Meeting, as published in a **newspaper** of local circulation (“The Republican”) on Wednesday, November 13, 2019.



## Jobs

**Jobs**  
Jobs - Medical & Dental  
Employment Agencies & Services  
Job Information  
Instruction/Schools  
Instruction/Dramatic Arts  
Situations Wanted  
Wanted - Instruction

## Jobs

**HEAVY EQUIPMENT OPERATOR**  
TOWN OF WILBRAHAM  
Looking for a reliable Heavy Equipment Operator. For application and more information please visit [www.wilbraham-ma.gov](http://www.wilbraham-ma.gov). Application deadline 12/6/19 at 4:30 PM. EOE

Inventory Supervisor  
Directly supervise and coordinate the activities of helpers, laborers, or material movers. Lead a team of 5-7 people who will conduct cycle counts, investigate discrepancies, engage vendors, conduct analysis, monitor merchandise integrity and sales velocity. Report to: Attn: Kim Connor, Consumer Product Distributors, Inc. dA JPolpe Distribution Services, 705 Meadow St, Chicopee, MA 01013. Reference Job Code: IS19

## Legal Notices

Legal ads can be e-mailed to [classified-legals@repub.com](mailto:classified-legals@repub.com)

For more information call 413-788-1297

## Amherst, Belchertown, Ware &amp; North

Notice to Contractors  
Commonwealth of Massachusetts - University of Massachusetts  
Sealed proposals submitted on a form furnished by the University of Massachusetts, and endorsed with the name and address of the Bidder, the Project and Contract Number will be received from: General Bidders before 1:00 p.m. on November 27, 2019.  
Every General Bidder must submit with their bid a Certificate of Eligibility available from the Division of Capital Asset Management along with an Update Statement before their Bid may be considered.  
Contract No. UM20-14  
Title: Umass Amherst, Mt Ida Campus, Bldg 770, Rm 118 HVAC  
The work shall be completed on or before May 4, 2020 from the Notice to Proceed and in general the Project includes: HVAC  
A pre-bid meeting will be held on November 18, 2019 at 10:00 a.m. at Umass Mt Ida Campus, Bldg 770, Entry Lobby, 777 Dedham Street, Newton, MA 02459  
Bids will be received on the on the Bonfire website at: <http://www.bonfirehub.com> no later than the time and date specified and will forthwith be publicly opened and read aloud. Any bid submitted to the Bonfire website at: <http://www.bonfirehub.com> after the date and time specified will not be considered.  
Minimum rates of wages to be paid on the project have been determined by the Commissioner of Labor & Workforce Development under the provisions of Sections 26 & 27, Chapter 149 of the General Laws. Wage rates are listed in the Contract form portion of specification book.  
Each General Bid proposal must be secured by a cash companying deposit of 5% of the total bid. Deposits

**Amherst, Belchertown, Ware & North**  
shall be in the form of a BID BOND. CERTIFIED CHECK payable to the University of Massachusetts. Deposits shall be returned in accordance with law. All bids for this project are subject to the provisions of either or both Massachusetts General Laws, Chapter 30, Section 39M as amended and Massachusetts General Laws, Chapter 149, Sections 44A - 44I inclusive.  
The Awarding Authority reserves the right to waive any informalities in or to reject any and all bids if it be in the public interest to do so.  
Messenger and other type of pickup and delivery services are the agent of the bidder and the university assumes no responsibility for delivery or receipt of the documents.  
Documents may be obtained at the Physical Plant Building, 360 Campus Center Way, Amherst, MA 01003 by depositing a Company Check, Treasurer's Check, Cashier's Check or Money Order in the sum of \$50.00 per set payable to the University of Massachusetts. No personal checks or cash will be accepted as deposits. Refunds will be made to those returning the documents in satisfactory condition on or before 12/11/2019 otherwise the deposit shall be the property of the University.  
Sealed bids will be available on the Bonfire website: <https://umass.bonfirehub.com>  
The documents may also be seen but not removed or taken out of the following locations:  
University of Massachusetts  
255 Padgett Street  
2nd floor Plant Room  
360 Campus Center Way  
Amherst, MA 01003-0248  
Designer: UNIVERSITY OF MASSACHUSETTS - FACILITIES PLANNING  
Director/Procurement (November 13)

**Chicopee**  
ground of noncompliance with the Act.  
Witness, GORDON H. PIPER, Chief Justice of this Court on October 28, 2019.  
Attest:  
Deborah J. Patterson, Recorder  
(19-008799 Orleans)  
(November 13)

**SECTION 00 02 00**  
The Westover Metropolitan Development Corporation (WMDC) invites sealed bids for AIP Project No. 3-25-0601-035-2019. Rehabilitation of Hangar 13 Phase 3: Electrical and Miscellaneous Improvements, at Westover Metropolitan Airport, in accordance with Contract Documents prepared by Stantec Consulting Services Inc. Bidding procedures shall be in accordance with the provisions of MGL, Chapter 149, Section 44A through 44I, inclusive, and Chapter 30, Section 39M as amended. The estimated construction cost is \$450,000. General Bidders shall be General Contractors certified in general building and renovation work. The work includes but is not necessarily limited to: existing electrical and lighting design, electrical service installation, building electrical and lighting, and miscellaneous structural and improvements. All work shall be completed within 50 calendar days from the date of the Notice to Proceed. Sealed bids for the following categories shall be filed with the Awarding Authority (WMDC) and be received at the Office of the Director of Civil Aviation, Westover Metropolitan Airport, 255 Padgett Street, Chicopee, MA 01022 until 11:00 A.M. (EST) Wednesday, November 27, 2019.  
Electrical Work  
The envelope containing the bid shall be labeled with the section number and the name of the sub-bid category. Sub-bids will be publicly opened and read forthwith thereafter at the place specified.  
Sealed bids for the General Contract will be received at the Office of the Director of Civil Aviation, Westover Metropolitan Airport, 255 Padgett Street, Chicopee, MA 01022 until 11:00 A.M. (EST) Wednesday, December 4, 2019.  
Prospective bidders are encouraged to attend a pre-bid conference at the Westover Metropolitan Airport, 255 Padgett Street, Chicopee, MA 01022 on Tuesday, November 19, 2019.  
Hard copy/paper bid documents shall not be issued or mailed to bidders for this project. Prospective bidders may request to be added to the bidders list. The email must contain the following information: Project name in subject line, name of firm, address of firm, point of contact email address and telephone number. Bidders who have provided the required contact information will then receive a return email from Stantec providing instructions/password to access a dedicated Stantec FTP site. PDF files containing the bid documents including project drawings, specifications, and bid proposal forms, plan holders list, and any addenda will be posted at the FTP site for download by the bidders. Plans and specifications will be available for download on the FTP site after 11:00 A.M. on Wednesday, November 13, 2019. There is no charge for accessing the FTP site or downloading the bid documents. A hard copy of the bid documents will also be available for review at the Office of the Director of Civil Aviation, Westover Metropolitan Airport, 255 Padgett Street, Chicopee, MA 01022 starting at 11:00 A.M. on Wednesday, November 13, 2019, and continuing daily from Monday through Friday between 8:30 A.M. and

**Chicopee**  
4:00 P.M. tel: 413-593-5543. All questions or requests for clarification regarding bid documents or the project are to be submitted by email to airport.bids@stantec.com. The deadline for submission of questions is 7 calendar days prior to each bid opening. For filed sub-bid related items, questions are due by 11:00 A.M. Wednesday, November 20, 2019; for General Contract related items, questions are due by 11:00 A.M. Wednesday, November 27, 2019. Answers to significant questions or clarifications will be provided to all bidders through addenda posted on the FTP site. It is the bidders' responsibility to check the FTP site frequently for addenda.  
Work under this contract will be funded by grant from the Federal Aviation Administration (FAA), Massachusetts Department of Transportation (MassDOT) Aeronautics Division, and by the WMDC.  
The contractor must comply with certain Federal Contract Provisions shown in the bid documents, including but not limited to Buy American Preference, Civil Rights - Title VI Assurance, Davis-Bacon Requirements, Certification of Offeror/Bidder Regarding Business Enterprise, Certification Regarding Recovered Materials, and Trade Restriction Certification. The contractor shall pay wages to employees in compliance with the minimum wages established by the latest U.S. Department of Labor Wage Determination and the Massachusetts Department of Labor Standards Prevailing Wage Rates. The contractor must comply with WMDC Disadvantaged Business Enterprise (DBE) program for airport improvement projects in accordance with 49 CFR Part 26. A copy of WMDC's entire DBE program may be reviewed at the City Manager's Office during normal business hours. The WMDC has established a goal of 3.5% for Disadvantaged Business Enterprise (DBE) participation in airport construction contracts.  
(November 13)

**Holyoke**  
NOTICE OF COMMUNITY OUTREACH MEETING. Notice is hereby given that the Holyoke Community Outreach Meeting for proposed Marijuana Retailer and Cultivator is scheduled for Dec. 2, 2019, at 7:00 P.M., at Capri Pizzeria, 48 Cabot St., Holyoke, MA 01040. The proposed Marijuana Establishments will be located at 1 Cabot St. and 1 Cabot St. The public is invited to attend and provide input on the proposed Establishments.  
(November 13, 2019)

**Holyoke**  
COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
ORDER OF NOTICE  
19 SM 004376  
To: Isidro Roman and Carmel Roman  
and to all persons entitled to the benefit of the Service-members Civil Relief Act, 50 U.S.C. § 50 83901 (et seq.)  
Wilmington Savings Fund Society, FSB, as Trustee of Stanwick Mortgage Loan Trust D claiming to have an interest in a Mortgage covering real property in Holyoke, numbered 29-31 Brown Avenue #29, given by Isidro Roman and Carmel Roman to Mortgage Electronic Registration Systems, Inc. as nominee for GMAC Bank, dated April 23, 2008, and recorded in Holyoke County Registry of Deeds in Book 2021, and held by Plaintiff by an Assignment of Mortgage, have filed with the court a complaint for determination of Defendants' Serv-

**Holyoke**  
icemembers 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 Service-members 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 December 20, 2019. 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 OCT 28 2019.  
Attest:  
Deborah J. Patterson, Recorder  
(November 13)

**Longmeadow**  
NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE  
Premises: 83 Longmeadow Drive, Longmeadow, Massachusetts  
By virtue and in execution of the Power of Sale contained in a certain mortgage given by Christina A. Knybel and Michael E. Knybel to Mortgage Electronic Registration Systems, Inc., as Nominee for Embrace Home Loans, Inc. and noted in Book 2228 at Page 218, of which mortgage dated December 30, 2015, and recorded in the Holyoke County Registry of Deeds, in Book 21521 at Page 462, as affected by an Assignment of Mortgage dated June 19, 2018, and recorded with said Deed in Book 2228 at Page 218, of which mortgage the undersigned is the mortgagee, in violation of the terms of the mortgage, the mortgagee has breached the conditions in said mortgage and for the purpose of foreclosing the same, has filed with the court a complaint for determination of 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 Service-members 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 December 20, 2019. 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 October 28, 2019.  
Attest:  
Deborah J. Patterson, Recorder  
(18-010916 Orleans)  
(November 13)

**Holyoke**  
COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
ORDER OF NOTICE  
19 SM 005089  
To: A. Coelho  
Tiffany C. Coelho aka a Tiffany Cecile Pereira  
and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. § 50 83901 (et seq.)  
Nationstar Mortgage LLC d/b/a Mr. Cooper, Inc. claiming to have an interest in a Mortgage covering real property in Ludlow, numbered 6 Quincy Street, given by Jose A. Coelho and Tiffany C. Coelho to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Freedom Mortgage Corporation d/b/a Jefferson Home Mortgage and Loan, dated September 2009, and recorded in Holyoke County Registry of Deeds in Book 18012, Page 49, as affected by a Loan Modification Agreement dated September 1, 2012, and recorded in said Registry of Deeds in Book 19518, Page 108, and further affected by a Loan Modification Agreement dated July 27, 2015, and recorded in said Registry of Deeds in Book 20827, Page 259, and now held by the Plaintiff by assignment, has filed with this court a complaint for determination of Defendant's 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 December

**Ludlow**  
COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
ORDER OF NOTICE  
19 SM 004987  
To: Donna M. Loto AKA Donna Loto  
and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. § 50 83901 (et seq.)  
HSBC Bank USA, National Association as Trustee for Renaissance Home Equity Loan Asset-Backed Certificates, Series 2007-3, claiming to have an interest in a Mortgage covering real property in Ludlow, numbered 530 Chapin Street, given by Donna M. Loto and Allan R. Loto to Mortgage Electronic Registration Systems, Inc., as nominee for Delta Funding Corporation, its successors and assigns, dated April 18, 2007, and recorded in the Holyoke County Registry of Deeds in Book 16675, Page 260, and now held by Plaintiff by assignment, has filed with this court a complaint for determination of Defendant's 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 December 20, 2019. 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 October 28, 2019.  
Attest:  
Deborah J. Patterson, Recorder  
(18-010916 Orleans)  
(November 13)

**Ludlow**  
COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
COMPLAINT TO FORECLOSE TAX LIEN  
[Seal]  
No. 19TL000114  
TO ALL WHOM IT MAY CONCERN, and to Nicola DaPonte, also known as Nicholas DaPonte, Anthony M. DaPonte, Carmela Sarnelli, Joseph A. DaPonte, Thomas F. DaPonte, Pasqualina L. Fitzgerald, also known as Paul Fitzgerald, Jr., Keagle, Nicoletta Gonyea, Nicholas C. DaPonte, Patsy Sarnelli, Richard E. Fitzgerald, John H. Keagle, Robert E. Gonyea, Sr., all deceased, all formerly of Springfield, in the County of Hampden, said Commonwealth; Rose Marie Battista, deceased, formerly of Largo, in the State of Florida; Diane M. Asselin, deceased, formerly of Ludlow, Hampden County, said Commonwealth; Hassan Ali, John J. DaPonte, Douglas A. DaPonte, Sandra A. Bell, Marilyn Louquide, Katherine DaPonte, Patricia DaPonte, all now or formerly of Springfield, in the State of Florida; said Commonwealth; Mary E. Dearing and John E. DePace, both now or formerly of Chicopee, Hampden County, said Commonwealth; Nicholas A. DaPonte, now or formerly of Manchester, in the State of New Hampshire; Michael A. DaPonte and Lawrence A. Gonyea, both now or formerly of Agawam, Hampden County, said Commonwealth; Richard J. Diodati, III, now or formerly of Westfield, Hampden County, said Commonwealth; Thomas E. DaPonte, now or formerly of Hatfield, Hampshire County, said Commonwealth; Richard E. Fitzgerald, II, now or formerly of Manchester, in the State of Connecticut; Philip Asselin, now or formerly of Agawam, Hampden County, said Commonwealth; Jeffrey Asselin, now or formerly of Granby, Hampshire County, said Commonwealth; Robert E. Gonyea, Jr., now or formerly of East Longmeadow, Hampden County, said Commonwealth; Mark A. Gonyea, now or formerly of Cranston, in the State of Rhode Island; Nikki DaPonte, now or formerly of Deltona, in the State of Florida; Joseph Battista, now or formerly of Clearwater, in the State of Florida; Mary Rose Battista, now or formerly of Largo, in the State of Florida; Michael DaPonte, now or formerly of Belchertown, Hampshire County, said Commonwealth; Thomas DaPonte, now or formerly of Monson, Hampden County, said Commonwealth; City of Springfield (Code Enforcement Department Building Department and Housing Department), both located in Springfield, Hampden County, said Commonwealth; United States of America (Department of Internal Revenue), located in Cincinnati, in the State of Ohio; United States of America (Office of the U.S. Attorney), located in Boston, Suffolk County, said Commonwealth; United States of America (Office of the U.S. Attorney General), located in Washington, D.C., or their heirs, devisees, legal representatives, successors and assigns.  
Whereas, a complaint has been presented to said Court by the City of Springfield, in the County of

**Ludlow**  
Hamden, and said Commonwealth; to foreclose all rights of redemption from the tax lien proceedings described in said complaint and in concern- ing a certain parcel of land situated in said Springfield, in the County of Hampden, and in said Commonwealth, wealth, bounded and described in said complaint as follows:  
Property Address: N 5 Central Street a/k/a N 5 Central Street  
Containing: 9035.00 SF (more or less)  
Location: N 5 Central Street Parcel ID: 02560090  
Registry: 18408/105  
Recorded at: Hampden County Registry of Deeds.  
If you desire to make any objection or defense to said complaint you or your attorney must appear in person or by counsel at the office of the Recorder of said Court in Boston (at the Court House located on Three Pemberton Square, Room 507 in Boston, MA 02108), on or before the eighth day of October in the year two thousand and nineteen.  
In witness whereof, the undersigned, in the office of the Recorder of said Court in Boston, at the Court House located on Three Pemberton Square, Room 507 in Boston, MA 02108, on or before the eighth day of October in the year two thousand and nineteen.  
Witness, GORDON H. PIPER, Chief Justice of this Court, this twenty-first day of September in the year two thousand and nineteen.  
Attest:  
Deborah J. Patterson, Recorder  
(18-010916 Orleans)  
(November 13)

**Springfield**  
COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
COMPLAINT TO FORECLOSE TAX LIEN  
[Seal]  
No. 19TL000114  
TO ALL WHOM IT MAY CONCERN, and to Nicola DaPonte, also known as Nicholas DaPonte, Anthony M. DaPonte, Carmela Sarnelli, Joseph A. DaPonte, Thomas F. DaPonte, Pasqualina L. Fitzgerald, also known as Paul Fitzgerald, Jr., Keagle, Nicoletta Gonyea, Nicholas C. DaPonte, Patsy Sarnelli, Richard E. Fitzgerald, John H. Keagle, Robert E. Gonyea, Sr., all deceased, all formerly of Springfield, in the County of Hampden, said Commonwealth; Rose Marie Battista, deceased, formerly of Largo, in the State of Florida; Diane M. Asselin, deceased, formerly of Ludlow, Hampden County, said Commonwealth; Hassan Ali, John J. DaPonte, Douglas A. DaPonte, Sandra A. Bell, Marilyn Louquide, Katherine DaPonte, Patricia DaPonte, all now or formerly of Springfield, in the State of Florida; said Commonwealth; Mary E. Dearing and John E. DePace, both now or formerly of Chicopee, Hampden County, said Commonwealth; Nicholas A. DaPonte, now or formerly of Manchester, in the State of New Hampshire; Michael A. DaPonte and Lawrence A. Gonyea, both now or formerly of Agawam, Hampden County, said Commonwealth; Richard J. Diodati, III, now or formerly of Westfield, Hampden County, said Commonwealth; Thomas E. DaPonte, now or formerly of Hatfield, Hampshire County, said Commonwealth; Richard E. Fitzgerald, II, now or formerly of Manchester, in the State of Connecticut; Philip Asselin, now or formerly of Agawam, Hampden County, said Commonwealth; Jeffrey Asselin, now or formerly of Granby, Hampshire County, said Commonwealth; Robert E. Gonyea, Jr., now or formerly of East Longmeadow, Hampden County, said Commonwealth; Mark A. Gonyea, now or formerly of Cranston, in the State of Rhode Island; Nikki DaPonte, now or formerly of Deltona, in the State of Florida; Joseph Battista, now or formerly of Clearwater, in the State of Florida; Mary Rose Battista, now or formerly of Largo, in the State of Florida; Michael DaPonte, now or formerly of Belchertown, Hampshire County, said Commonwealth; Thomas DaPonte, now or formerly of Monson, Hampden County, said Commonwealth; City of Springfield (Code Enforcement Department Building Department and Housing Department), both located in Springfield, Hampden County, said Commonwealth; United States of America (Department of Internal Revenue), located in Cincinnati, in the State of Ohio; United States of America (Office of the U.S. Attorney), located in Boston, Suffolk County, said Commonwealth; United States of America (Office of the U.S. Attorney General), located in Washington, D.C., or their heirs, devisees, legal representatives, successors and assigns.  
Whereas, a complaint has been presented to said Court by the City of Springfield, in the County of

**Springfield**  
Hamden, and said Commonwealth; to foreclose all rights of redemption from the tax lien proceedings described in said complaint and in concern- ing a certain parcel of land situated in said Springfield, in the County of Hampden, and in said Commonwealth, wealth, bounded and described in said complaint as follows:  
Property Address: N 5 Central Street a/k/a N 5 Central Street  
Containing: 9035.00 SF (more or less)  
Location: N 5 Central Street Parcel ID: 02560090  
Registry: 18408/105  
Recorded at: Hampden County Registry of Deeds.  
If you desire to make any objection or defense to said complaint you or your attorney must appear in person or by counsel at the office of the Recorder of said Court in Boston (at the Court House located on Three Pemberton Square, Room 507 in Boston, MA 02108), on or before the eighth day of October in the year two thousand and nineteen.  
In witness whereof, the undersigned, in the office of the Recorder of said Court in Boston, at the Court House located on Three Pemberton Square, Room 507 in Boston, MA 02108, on or before the eighth day of October in the year two thousand and nineteen.  
Witness, GORDON H. PIPER, Chief Justice of this Court, this twenty-first day of September in the year two thousand and nineteen.  
Attest:  
Deborah J. Patterson, Recorder  
(18-010916 Orleans)  
(November 13)

**Springfield**  
COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
COMPLAINT TO FORECLOSE TAX LIEN  
[Seal]  
No. 19TL000114  
TO ALL WHOM IT MAY CONCERN, and to Nicola DaPonte, also known as Nicholas DaPonte, Anthony M. DaPonte, Carmela Sarnelli, Joseph A. DaPonte, Thomas F. DaPonte, Pasqualina L. Fitzgerald, also known as Paul Fitzgerald, Jr., Keagle, Nicoletta Gonyea, Nicholas C. DaPonte, Patsy Sarnelli, Richard E. Fitzgerald, John H. Keagle, Robert E. Gonyea, Sr., all deceased, all formerly of Springfield, in the County of Hampden, said Commonwealth; Rose Marie Battista, deceased, formerly of Largo, in the State of Florida; Diane M. Asselin, deceased, formerly of Ludlow, Hampden County, said Commonwealth; Hassan Ali, John J. DaPonte, Douglas A. DaPonte, Sandra A. Bell, Marilyn Louquide, Katherine DaPonte, Patricia DaPonte, all now or formerly of Springfield, in the State of Florida; said Commonwealth; Mary E. Dearing and John E. DePace, both now or formerly of Chicopee, Hampden County, said Commonwealth; Nicholas A. DaPonte, now or formerly of Manchester, in the State of New Hampshire; Michael A. DaPonte and Lawrence A. Gonyea, both now or formerly of Agawam, Hampden County, said Commonwealth; Richard J. Diodati, III, now or formerly of Westfield, Hampden County, said Commonwealth; Thomas E. DaPonte, now or formerly of Hatfield, Hampshire County, said Commonwealth; Richard E. Fitzgerald, II, now or formerly of Manchester, in the State of Connecticut; Philip Asselin, now or formerly of Agawam, Hampden County, said Commonwealth; Jeffrey Asselin, now or formerly of Granby, Hampshire County, said Commonwealth; Robert E. Gonyea, Jr., now or formerly of East Longmeadow, Hampden County, said Commonwealth; Mark A. Gonyea, now or formerly of Cranston, in the State of Rhode Island; Nikki DaPonte, now or formerly of Deltona, in the State of Florida; Joseph Battista, now or formerly of Clearwater, in the State of Florida; Mary Rose Battista, now or formerly of Largo, in the State of Florida; Michael DaPonte, now or formerly of Belchertown, Hampshire County, said Commonwealth; Thomas DaPonte, now or formerly of Monson, Hampden County, said Commonwealth; City of Springfield (Code Enforcement Department Building Department and Housing Department), both located in Springfield, Hampden County, said Commonwealth; United States of America (Department of Internal Revenue), located in Cincinnati, in the State of Ohio; United States of America (Office of the U.S. Attorney), located in Boston, Suffolk County, said Commonwealth; United States of America (Office of the U.S. Attorney General), located in Washington, D.C., or their heirs, devisees, legal representatives, successors and assigns.  
Whereas, a complaint has been presented to said Court by the City of Springfield, in the County of

**Springfield**  
Hamden, and said Commonwealth; to foreclose all rights of redemption from the tax lien proceedings described in said complaint and in concern- ing a certain parcel of land situated in said Springfield, in the County of Hampden, and in said Commonwealth, wealth, bounded and described in said complaint as follows:  
Property Address: N 5 Central Street a/k/a N 5 Central Street  
Containing: 9035.00 SF (more or less)  
Location: N 5 Central Street Parcel ID: 02560090  
Registry: 18408/105  
Recorded at: Hampden County Registry of Deeds.  
If you desire to make any objection or defense to said complaint you or your attorney must appear in person or by counsel at the office of the Recorder of said Court in Boston (at the Court House located on Three Pemberton Square, Room 507 in Boston, MA 02108), on or before the eighth day of October in the year two thousand and nineteen.  
In witness whereof, the undersigned, in the office of the Recorder of said Court in Boston, at the Court House located on Three Pemberton Square, Room 507 in Boston, MA 02108, on or before the eighth day of October in the year two thousand and nineteen.  
Witness, GORDON H. PIPER, Chief Justice of this Court, this twenty-first day of September in the year two thousand and nineteen.  
Attest:  
Deborah J. Patterson, Recorder  
(18-010916 Orleans)  
(November 13)



# The Republican.



WEDNESDAY, NOVEMBER 13, 2019

MASS LIVE

©2019 THE REPUBLICAN CO. | \$1.00



## VERDICT: GUILTY

David Njuguna has been found guilty of involuntary manslaughter in the death of State Trooper Thomas Clardy. Page A2



### TODAY'S MUST-READS

#### BOSTON Funding bill seeks review of Prop 2½

The chief goal of a new legislative conference committee is to do the 's and cross the 't's on how the state will invest \$1.5 billion more into public education over the next seven years.

But negotiators also have to decide whether to retain an amendment that requires an analysis of the state law that limits increases in property taxes, the main source of local funding for K-12 education.

Full story on Page A5

#### SUFFIELD Police: Woman died from dog bites, not fall

The 95-year-old Enfield woman attacked by a pit bull while visiting her friend in town Nov. 6 died as a result of the attack — not from a fall, as the owner of the dog, Annie Homish, the state director of the Humane Society and a former state representative, believed was likely, according to police.

Full story on Page A10

#### BOSTON House votes today on flavored tobacco

Public health advocates yesterday cheered the emergence of a House bill that would ban the sale of flavored tobacco products and tax e-cigarettes, despite warnings by some with ties to the industry that a ban could lead to a larger black market. Today the Massachusetts House plans to vote on a bill that would ban the sale of all flavored tobacco products.

Full story on Page A2

### WEATHER

Windy and colder.  
High: 28°; Low: 10°  
EXPANDED WEATHER, A10

**Reputation Means Everything**

**Rick's**

543-DENT  
375 Peace Road, Springfield, MA

### INDEX

Business B6  
Classified B6  
Comics C2  
Dear Abby C4  
Health H1  
Local A4

Obituaries A6  
Opinion A6  
Puzzles C4  
Sports B1  
Television B4  
Weather A10



### WILBRAHAM

## Bankruptcy imperils Friendly's Ice Cream

Dean Foods bought local plant in 2016

By JIM KINNEY  
jkinney@repub.com

Dean Foods, owner of the Friendly's Ice Cream manufacturing business and retail distribution operation on Boston Road, declared bankruptcy yesterday.

It announced plans to sell all its assets — including the Friendly's plant — to the

cooperative Dairy Farmers of America.

Dean Foods bought Friendly's ice cream manufacturing and retail distribution business in 2016 for \$155 million. The company, America's largest provider of fluid milk for the table, has been victimized in recent

SEE FRIENDLY'S, PAGE A10



Workers package ice cream at the Friendly's plant in Wilbraham in 2012. Dean Foods, owner of Friendly's Ice Cream, declared bankruptcy yesterday. THE REPUBLICAN PHOTO



### WEST SPRINGFIELD

## All dressed up for a history lesson

Third-graders from Stony Hill School in Wilbraham listen to their lesson during a 19th-century class in the Schoolhouse at Storowton Village on the grounds of the Eastern States Exposition yesterday. They were taking part in the half-day "Look Back" program offered at the village. JON TREGLER / THE REPUBLICAN

### SPRINGFIELD

## Rep. Neal: Impeachment will educate the public



Congressman hails ruling in tax case

By JIM KINNEY  
jkinney@repub.com

The secret "grand jury" portion of the impeachment inquiry against President Donald Trump is over and now it's time for public testimony, U.S. Rep. Richard E. Neal, said yesterday.

Neal also said a recent federal court ruling — one made by a Trump-appointed judge — strengthens his efforts as chair of the House Ways and Means Committee to get Trump's tax returns.

SEE NEAL, PAGE A2



Then-Gov. Deval Patrick speaks at Springfield Technical Community College in 2014. THE REPUBLICAN FILE PHOTO

### ELECTION 2020

## Too late for Deval Patrick?

Observers handicap potential presidential bid

By SHIRA SCHOENBERG  
schoenberg@repub.com

Kate Donaghue, a Democratic National Committee member, was one of Deval Patrick's earliest supporters in his successful 2006 and 2010 campaigns for governor. She later helped Patrick's political action committee. But Donaghue committed to sup-

SEE DEVAL, PAGE A2

## Holyoke

**NOTICE OF COMMUNITY OUTREACH MEETING.** Notice is hereby given that a Community Outreach Meeting for proposed Marijuana Establishment(s) is scheduled for Dec. 2, 2019, at 7:00 P.M., at Capri Pizza, 18 Cabot St., Holyoke, MA 01040. The proposed Marijuana Establishments will be located at 1 Cabot St., Holyoke, MA, and are seeking governmental approval to be a Marijuana Retailer and Cultivator. Community members and the public are welcome. There will be an opportunity for the public to ask questions and receive answers from representatives of the proposed Establishments.

(November 13, 2019)

Fig 1. Cover of local newspaper on day of publication of Notice of Community Outreach Meeting.

Fig 2. Close-up of Notice of Community Outreach Meeting as published in newspaper.

**ATTACHMENT B:** Notice of Community Outreach Meeting, as delivered to Holyoke **City Clerk**, Planning Office, and City Council Administrator on November 22, 2019, including proof of delivery.



FOUR TREES HOLYOKE  
1 CABOT STREET  
HOLYOKE, MA 01040  
NOVEMBER 22, 2019

---

**Dear Neighbor,**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, December 2 at 7pm until 9pm at Capri Pizza, located at 18 Cabot Street, Holyoke, MA 01040.

The proposed Adult-Use Dispensary (Recreational Marijuana Retail Establishment, or "RMRE") and Cultivation Facility (Marijuana Manufacturing Establishment, or "MME") is anticipated to be located at 1 Cabot Street, Holyoke, MA 01040. There will be an opportunity for the public to ask questions and receive answers from representatives of the proposed establishment(s).

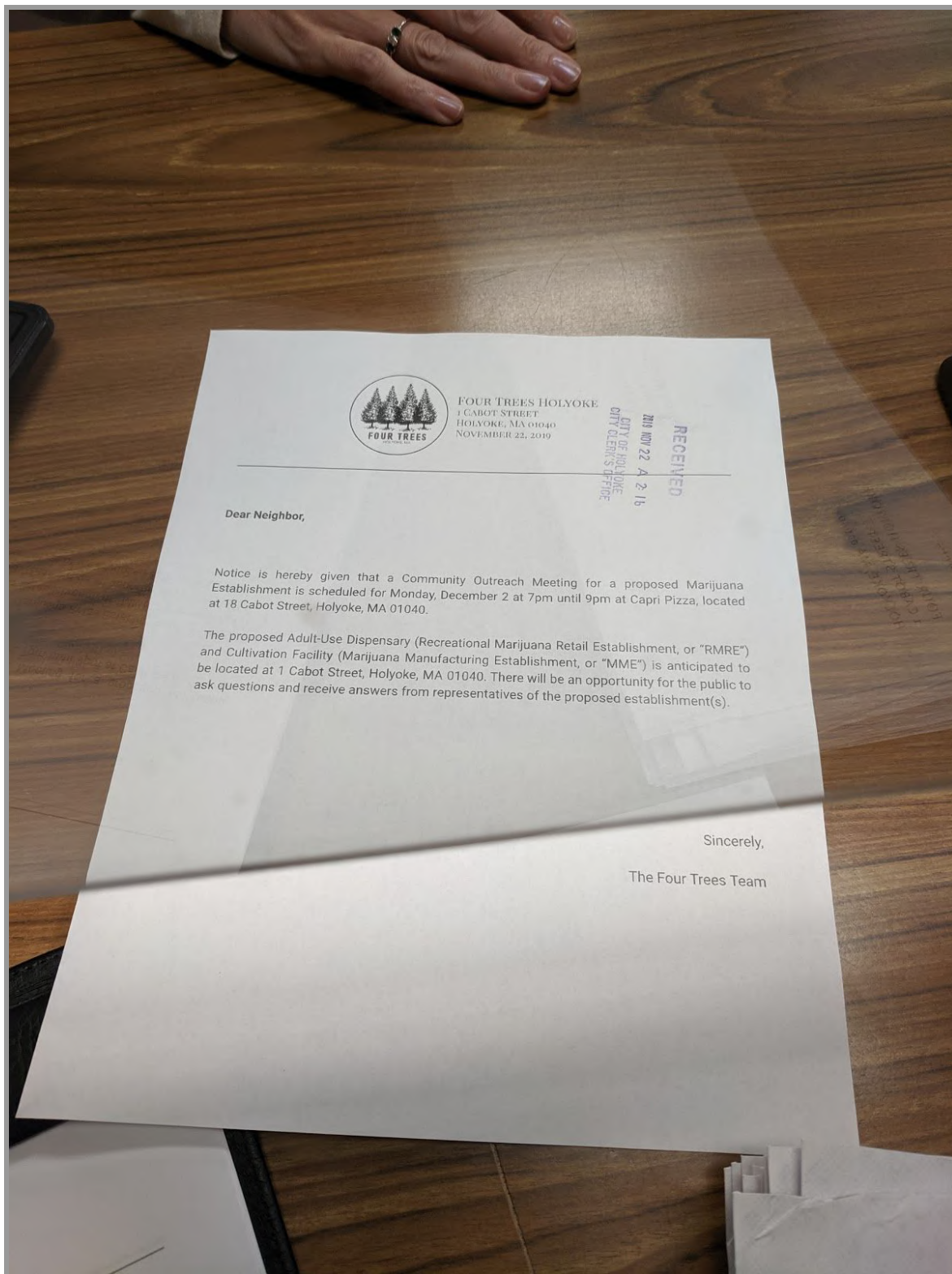
Sincerely,

The Four Trees Team

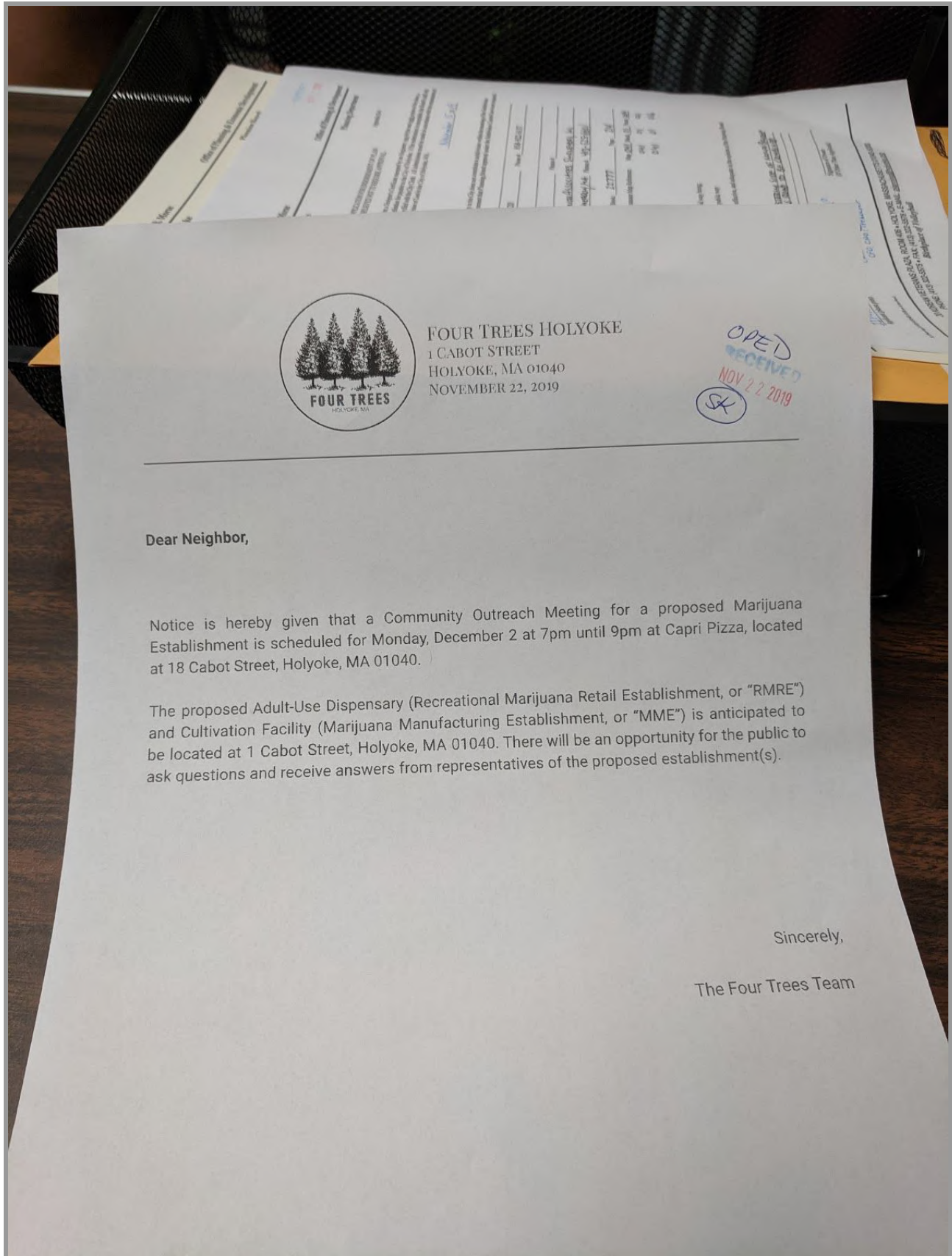
Above, find a copy of the Notice letter delivered to the Holyoke City Clerk, Planning Dept, and City Council Liason on 11/22/19.



Below, find a photograph of the notice letter as received by the Holyoke City Clerk on 11/22/19:



Below, find a photograph of the notice as received by the Planning Department Office on 11/22/19:





Below, find a photograph of the notice as received by Ryan Allen, the Holyoke City Council Administrator / Liason on 11/22/19:





Below, find a photograph of the notice as posted in City Hall outside the Clerk's office on 11/22/19:



**ATTACHMENT C:** Notice of Community Outreach Meeting, as sent in letters mailed to **abutters** via USPS Certified Mail on November 22, 2019, including proof of mailing.



FOUR TREES HOLYOKE  
1 CABOT STREET  
HOLYOKE, MA 01040  
NOVEMBER 22, 2019

---

**Dear Neighbor,**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, December 2 at 7pm until 9pm at Capri Pizza, located at 18 Cabot Street, Holyoke, MA 01040.

The proposed Adult-Use Dispensary (Recreational Marijuana Retail Establishment, or "RMRE") and Cultivation Facility (Marijuana Manufacturing Establishment, or "MME") is anticipated to be located at 1 Cabot Street, Holyoke, MA 01040. There will be an opportunity for the public to ask questions and receive answers from representatives of the proposed establishment(s).

Sincerely,

The Four Trees Team

Above, find a copy of the Notice letter mailed to abutters on 11/22/19.

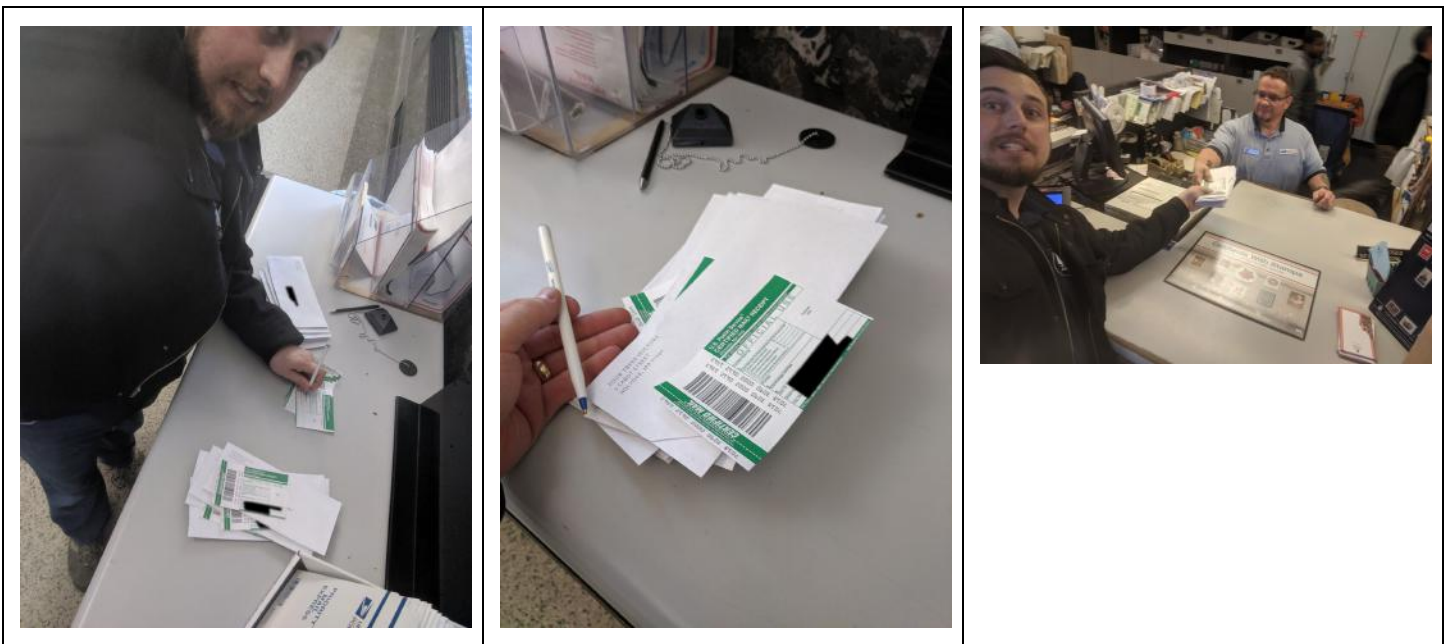




Below, find a spreadsheet of all abutters with unique mailing addresses within 300 feet of the property line (Names and addresses redacted):

RECIPIENT	MAILING ADDRESS(ES)	USPS TRACKING NUMBER
[REDACTED]	[REDACTED]	70183090000206121594
[REDACTED]	[REDACTED]	70183090000206121617
[REDACTED]	[REDACTED]	70183090000206121624
[REDACTED]	[REDACTED]	70183090000206121648
[REDACTED]	[REDACTED]	70183090000206121631
[REDACTED]	[REDACTED]	70183090000206121655
[REDACTED]	[REDACTED]	70183090000206121600
[REDACTED]	[REDACTED]	70183090000206121525
[REDACTED]	[REDACTED]	70183090000206121570
[REDACTED]	[REDACTED]	70183090000206121532
[REDACTED]	[REDACTED]	70183090000206121549
[REDACTED]	[REDACTED]	70183090000206121587
[REDACTED]	[REDACTED]	70183090000206121556
[REDACTED]	[REDACTED]	70183090000206121563

Below, find pictures of a Four Trees representative mailing all letters:



**ATTACHMENT D:** Additional supporting documentation.



Below, find the sign-in sheet collected at the Community Outreach Meeting on December 2, 2019;

# Welcome!

Four Trees Holyoke Community Outreach Meeting  
Held 12/2/2019 at 7:00pm  
18 Cabot Street, Holyoke MA

Please sign in below

	Name	Email	Address	Contact me about quarterly newsletters & employment opportunities
1	Steven Goldman	steve@fourtreesma.com	30 Somerset St Worcester, MA	<input checked="" type="checkbox"/>
2	Arthur Brannsey	arthur@fourtreesma.com	1001 Tully Rd Middletown NY 10840	<input checked="" type="checkbox"/>
3	Noni Goldman	noni@fourtreesma.com	Worcester	<input checked="" type="checkbox"/>
4	Will Luzzar	will@todesir.com	26 Riverdale St Attleboro MA 02437	<input checked="" type="checkbox"/>
5	Bob Saunders	RSANDERS75408MIL	13 Roland Rd Ridgefield, CT 06877	<input checked="" type="checkbox"/>
6	Tim Stoddart	Tim@FourTreesMA.com	32 Concord Rd Ridgefield, CT 06877	<input checked="" type="checkbox"/>
7	Joe Feigen	JFEIGEN@WALTERDRIVE.COM	475 N. Canal	<input type="checkbox"/>
8				<input type="checkbox"/>
9				<input type="checkbox"/>
10				<input type="checkbox"/>
11				<input type="checkbox"/>
12				<input type="checkbox"/>
13				<input type="checkbox"/>
14				<input type="checkbox"/>
15				<input type="checkbox"/>
16				<input type="checkbox"/>
17				<input type="checkbox"/>
18				<input type="checkbox"/>
19				<input type="checkbox"/>
20				<input type="checkbox"/>
21				<input type="checkbox"/>
22				<input type="checkbox"/>
23				<input type="checkbox"/>
24				<input type="checkbox"/>

Below, find a photo from the Community Outreach Meeting held on December 2, 2019;





---

## MJ Establishment License Renewal Documentation Request

1 message

---

**Steven Goldman** <stevenjacobgoldman@gmail.com>

Fri, Nov 3, 2023 at 12:00 PM

To: "dyjachj@holyoke.org" <dyjachj@holyoke.org>

Cc: Ed McNamara <ed@aggalt.com>, Simon Ransom-Joyce <simon@aggalt.com>, William Wong <william@aggalt.com>

Dear John,

I am writing to you because we are in the process of renewing our CCC provisional licenses at 1 Cabot Street (Adult Use Cultivation license #MC282497 and Adult Use Retail license #MR283237). Our licenses were recently approved for change of ownership with the CCC, wherein Riverside Agriculture will take over their control and operation. However the actual change will not be completed until shortly after our license renewal application is required to be submitted.

Although our establishment(s) are not yet operational, as part of this process the commission requires that we contact the city to **formally request the following documentation** of HCA-related costs:

*"the records of any costs imposed on the city or town that are reasonably related to the operation of the ME or MTC. The licensee's request shall state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a ME or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26. Documentation shall include the request and the substantive response from the city or town that includes the actual and anticipated expenses resulting from the operation. If the city or town does not submit a substantive response, the licensee shall provide an attestation to that effect."*

Thank you for your timely attention to this matter. I can be reached at this email (my old email, [steve@fourtreesma.com](mailto:steve@fourtreesma.com), is inactive), and you may also contact the Riverside team who have been included in cc.

Best Regards,

Steve Goldman  
Four Trees Holyoke  
[1 Cabot Street](#)



Mayor Joshua A. Garcia

Lisa A. Ball, Esq.

City of Holyoke

City Solicitor

Kathleen E. Degnan, Esq.  
Jane L. Mantolesky, Esq.  
Michael D. Bissonnette, Esq.  
Jeanne A. Liddy, Esq.  
Mary E. Gotham, Paralegal

November 6, 2023

SENT VIA E-MAIL & REGULAR MAIL  
FOUR TREES HOLYOKE, LLC  
ATTN: Steve Goldman, Owner/Partner  
1 Cabot Street  
Holyoke, MA 01040

**Subject: Request for records of costs related to Four Trees Holyoke, LLC's operations in Holyoke MA for annual State License Renewal**

Dear Mr. Goldman:

Please accept this letter as the City of Holyoke's (the "City's") response to your public records request, on behalf of Four Trees Holyoke, LLC for records of any costs incurred by the City related to the Company's marijuana establishment at 1 Cabot Street, in Holyoke, (the "Establishment").

Holyoke is in the process of updating all renewal and impact documentation for license holders in the city.

As you know, Holyoke is reviewing and continuing to document impact costs that have been realized, and will continue to be realized including, not limited to, potential public health consequences and related requirements for educational programming, potential public use and underage user enforcement, and infrastructure costs. Accordingly, this present assessment of costs is understood to be preliminary and is likely an incomplete accounting of potential impact areas that would be reasonably related to the Four Trees Holyoke, LLC's operations at 1 Cabot Street, Holyoke, which the City anticipates includes the following:

1. Municipal inspection costs.
2. Executive, planning, legal, and inspection staff time spent involving comprehensive business plan review, community outreach and other assistance.

3. Executive and Administrative time associated with Host Community Agreement (“HCA”) negotiations.
4. Planning staff time to facilitate permitting; other staff time related to public hearings/meetings on permits/licenses for Establishment operations.
5. Traffic studies and/or mitigation review and implementation, including the implementation of new traffic signs and signals.
6. Increased law enforcement services and public safety personnel, including overtime costs where higher congestion or crowds are anticipated and/or where criminal activity has been reported.
7. Legal fees and costs associated with drafting, negotiating, and/or reviewing the HCA, operational plans and local permitting applications; legal fees and costs associated with public hearings/meetings on permits/licenses for Establishment licensing, including costs of publishing public hearing notices.
8. Executive/administrative/staff time assisting the Establishment implement its community impact/engagement plan (including facility costs if community engagement meeting(s) held on municipal property).
9. Executive and Administrative time spent on developing re-opening rules during the COVID-19 pandemic and addressing Establishment operations during the pandemic.
10. Time spent reviewing and responding to federal subpoenas related to marijuana establishment licensing, permitting, or operations.
11. Studies or improvements to address increased impact on municipal utilities (water/electricity).
12. Time spent developing community awareness of responsible approaches to cannabis use and avoidance of substance abuse.
13. Costs associated with the increase in substance abuse, including but not limited to such items as increased demand on local health care clinics and facilities; need for increased counseling and/or intervention programs.
14. Costs related to increased fire protection services.
15. Costs related to road and other infrastructure systems and improvements.
16. Costs associated with record keeping, including but not limited to documentation of costs reasonably related to community impacts.
17. Potential public use and underage user enforcement costs.

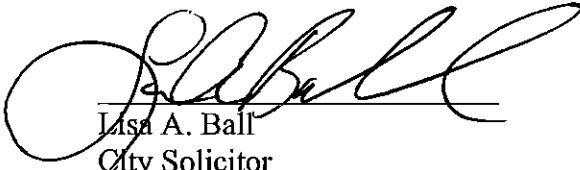
18. Costs to address potential public health consequences of marijuana use.
19. Educational programming costs including public health classes and DARE resource costs.
20. Infrastructure studies.
21. Municipal review of future operational issues.
22. Costs of drug recognition experts and advanced roadside impairment driving enforcement training programs for local police officers.
23. Other specialized training for local law enforcement officers.
24. Executive/administrative/staff/public safety/legal time spent responding to complaints or inquiries about the Establishment or its operations.
25. Any other City costs incurred in relation to the Establishment or its operations, including impacts on real estate and commercial development.
26. Studies to determine relative increases in substance abuse problems in the community
27. Legal fees associated with agreements other than the HCA, such as parking licenses; leases, easements or sale of City property, etc.
28. Police/Fire time associated with security plan review.
29. Executive and Administrative time associated with budget development to address community impacts.
30. Time spent responding to Public Records Requests related to the Establishment or its operations.
31. School specific programming and services.
32. Increased funding/provision of public health services.
33. Impacts on businesses and activities in the vicinity of the Establishment.

Four Trees Holyoke, LLC's impacts on the community are still emerging especially as the cannabis industry continues to grow in Holyoke and throughout the Commonwealth. They also have been further accentuated by the unusual circumstance of the coronavirus pandemic and its associated requirements and restrictions, including municipal closures and staffing shortages. It should therefore be understood that this analysis is both evolving and ongoing.



The City of Holyoke has established a process that includes an open discussion with the industry, an application to utilize impact fee funds, a Citizens Review Committee, mayoral and legal department review, and finally a City Council vote of at least 2/3 majority to approve the spending request. The City anticipates that it will be able to more fully realize and analyze the impacts related to Four Trees Holyoke, LLC as it continues to engage in operations.

Respectfully,

A handwritten signature in black ink, appearing to read 'Lisa A. Ball', is written over a horizontal line.

Lisa A. Ball  
City Solicitor  
City of Holyoke

# Plan to Positively Impact Area of Disproportionate Impact

Four Trees Holyoke and One Holyoke CDC

## 1. Introduction.

The Commission has identified Holyoke, MA as an area of disproportionate impact. Accordingly, Four Trees Holyoke will exert its best efforts to contribute to and uplift the community, so that it directly benefits from the growth of the Commonwealth's nascent adult-use cannabis industry. In pursuit of that objective, we will invest our time and money into select charitable organizations that provide valuable services and resources to the most needy residents of Holyoke.

Initially, we will partner with One Holyoke CDC based out of Holyoke, MA. One Holyoke CDC hosts a network of community improvement activities like housing assistance and job placement opportunities. One Holyoke CDC has issued a letter to us confirming their interest in working with us and willingness to expand the relationship over time. A copy of this letter is provided in Exhibit A.

## 2. Goals.

Four Trees Holyoke will work with One Holyoke CDC to provide knowledge, education, and practical skills about the cannabis industry to disproportionately harmed people.

Specifically, we will work to create opportunities for:

1. Past or present residents of Holyoke;
2. Massachusetts residents with past drug convictions;
3. Massachusetts residents with parents or spouses who have drug convictions;
4. Economic Empowerment Priority Applicants; and
5. Social Equity Program Participants

There are two ways that we will be seeking to make a significant impact:

1. Donate funds to support One Holyoke CDC's ongoing work with the community of Holyoke.
2. Partner with One Holyoke CDC to structure monthly workshops for Holyoke residents and disproportionately impacted individuals in the area, and participate in mentoring services. We will work with One Holyoke CDC to administer enrollment drives in order to build a participant base. The founders of Four Trees Holyoke have significant commercial cultivation expertise and operational experience and we intend to assist One Holyoke CDC in this area by volunteering our time to provide one-on-one mentorship and help develop educational programs.

Within Four Trees Holyoke's first year of final licensed operation in Holyoke, it will fund \$1,000 in donations and volunteer at least 48 hours of mentoring time to disproportionately impacted individuals in order to reduce the

barriers to entry into the commercial adult-use cannabis industry. Four Trees Holyoke will document the progress of its positive impact plan one year from final licensure and each year thereafter.

### **3. Programs.**

We will be pursuing these goals in our partnership with One Holyoke CDC. Specifically, over the next three years, we will be focused on developing and growing our mentorship program.

Our primary objective is to provide real-world insight into the challenges and opportunities of employment and entrepreneurial endeavors in the adult-use cannabis industry. These mentoring and program activities will be targeted specifically toward participants enrolled through One Holyoke CDC's enrollment drives that meet one or more of the disproportionate impact criteria described in Section 2 above.

We will provide at least 48 hours of mentoring time in the first year, 60 hours in the 2nd year, and 72 hours in the 3rd year and beyond.

### **4. Measurements.**

Our contribution to these programs will be demonstrated with clear and unambiguous metrics.

1. Total amount of funds contributed to One Holyoke CDC.
2. Total hours donated to program development and educational activities, including a log of subject matter covered or addressed during donated time, and participants if applicable.

#### Program Targets

We will target the following objectives for each of the programs described above:

- Yearly - contribute \$1,000 in donations to One Holyoke CDC
- Year 1 - provide, on average, 4 hours per month of mentoring and program development time
- Year 2 - provide, on average, 5 hours per month of mentoring and program development time
- Year 3+ - provide, on average, 6 hours per month of mentoring and program development time

We expect these metrics to evolve over time as we learn better about what types of activities are most effective. For example, there may be more programs that can benefit from our specific expertise, and we will increase our time commitment to help develop those programs.

### **5. POSITIVE IMPACT PLAN ACKNOWLEDGMENTS**

Four Trees Holyoke LLC pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. Four Trees Holyoke LLC likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.

EXHIBIT A: LETTER OF INTENT TO ENTER INTO PARTNERSHIP WITH HOLYOKE CDC IN ORDER TO CARRY OUT  
POSITIVE IMPACT PLAN





Four Trees Holyoke LLC  
Holyoke, MA | fourtreesMA.com

### Letter of Intent to Enter Into Partnership for Positive Impact

With this letter, Four Trees Holyoke LLC ("FTH") outlines its intent to enter into a formal partnership with One Holyoke CDC ("OHC"), individually the "Party" and collectively the "Parties", to collaborate on initiatives that are beneficial to the residents of Holyoke and local individuals who have been disproportionately impacted by the war on drugs, as defined by the Cannabis Control Commission.

FTH intends to make the following commitments:

1. During year 1 of fully-licensed operation (the year following order to commence operations):
  - a. FTH will make a donation in the amount of \$1,000 USD to OHC in order to fund its ongoing community initiatives, and;
  - b. FTH will participate in the development and administration of training workshops and mentorship programs for an average of four (4) hours each month, or the equivalent of 48 hours per year.
2. During year 2 of fully-licensed operation:
  - a. FTH will make a donation in the amount of \$1,000 USD to OHC, and;
  - b. FTH will participate in the development and administration of training workshops and mentorship programs for an average of five (5) hours each month, or the equivalent of 60 hours per year.
3. During year 3 of fully-licensed operation and beyond:
  - a. FTH will make a donation in the amount of \$1,000 USD to OHC, and;
  - b. FTH will participate in the development and administration of training workshops and mentorship programs for an average of six (6) hours each month, or the equivalent of 72 hours per year.
4. FTH will work with OHC in order to implement "Enrollment Drives" designed to build a base of participants who will directly benefit from these training workshops, mentorship programs, and other OHC initiatives.

Both Parties agree that this letter of intent is nonbinding, and all terms and conditions of any proposed partnership will only become effective when included in a subsequent formal written agreement to be executed prior to FTH's commencement of licensed operations.

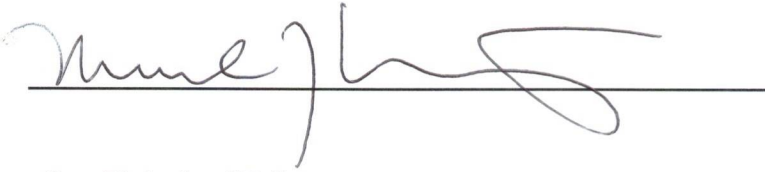
*(signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Letter of Intent as dated below.



Noni Goldman  
President & CEO  
Four Trees Holyoke LLC

6/11/20  
Date



One Holyoke CDC

6/11/20  
Date

*[Signature Page to Letter of Intent]*

**ARTICLES OF ORGANIZATION PACKET  
CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

<b>Four Trees Holyoke LLC Articles of Organization Packet: Table of Contents</b>	
<b>Item</b>	<b>Description</b>
Appendix A.	Certificate of Organization for FOUR TREES HOLYOKE LLC (a Massachusetts Limited Liability Company)
Appendix B.	Articles of Organization for FOUR TREES MANAGEMENT COMPANY (a Massachusetts C Corporation, Parent Company to Four Trees Holyoke LLC)

**APPENDIX A: Certificate of Organization for FOUR TREES HOLYOKE LLC (a  
Massachusetts Limited Liability Company)**



**CERTIFICATE OF ORGANIZATION  
OF  
FOUR TREES HOLYOKE LLC  
A LIMITED LIABILITY COMPANY**

This Certificate of Organization is submitted for filing for the purpose of creating and organizing a limited liability company pursuant to the applicable provisions of the Massachusetts Limited Liability Company Act (the "**MLLCA**") and the Code of Massachusetts Regulations ("**CMR**").

**Article 1: Company Name**

The exact name of the limited liability company is Four Trees Holyoke LLC (the "**Company**").

**Article 2: Records Address**

The street address of the office in the Commonwealth at which the Company will maintain its records as required by the MLLCA is 1 Cabot Street, Holyoke, MA 01040.

**Article 3: General Character of Business**

The Company is organized: (a) to submit applications with all applicable Massachusetts regulatory agencies to obtain authorization to engage in the cultivation, manufacture, marketing, transportation, promotion, sale, and distribution of cannabis, to the extent permitted by and in accordance with Massachusetts law, and thereafter to cultivate, manufacture, market, transport, promote, sell, distribute and otherwise provide products containing cannabis, products that enable persons to consume cannabis in different forms and other related products, for both medicinal and recreational uses, but only in accordance with the laws of the Commonwealth of Massachusetts; (b) to engage in all activities incidental thereto; and (c) to engage in any other activities in which a limited liability company formed under the laws of the Commonwealth of Massachusetts may lawfully engage.

**Article 4: Date of Dissolution**

The Company shall have no fixed date of dissolution.

**Article 5: Resident Agent**

The name and street address of the Company's resident agent in the Commonwealth is:

Steven Goldman, 30 Somerset Street #3, Worcester, MA 01609

**Article 6: Manager Information**

The Company will have no managers.

**Article 7: Authorized Signatories**

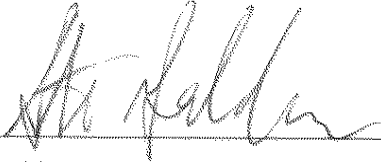
The name and business address, if different from the office location, of each person authorized to execute documents filed with the Corporations Division on behalf of the Company is:

Steven Goldman, 30 Somerset Street #3, Worcester, MA 01609

*[Signature Page Follows]*

Signed this 9th day of August, 2019 by:

Signature: \_\_\_\_\_



Name: Steven Goldman

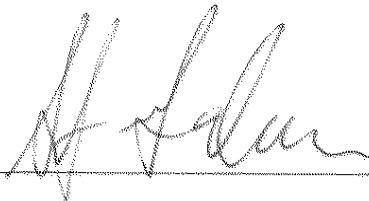
**Consent of Resident Agent**

I, Steven Goldman, on behalf of the resident agent of the above limited liability company, consent to Steven Goldman's appointment as resident agent pursuant to Section 12 of the Massachusetts Limited Liability Company Act.

Signed this 9th day of August, 2019:

**STEVEN GOLDMAN**

Signature of Resident Agent: \_\_\_\_\_



Name: Steven Goldman

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:

August 09, 2019 02:41 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**APPENDIX B: Articles of Organization for FOUR TREES MANAGEMENT  
COMPANY (a Massachusetts C Corporation, Parent Company to Four Trees  
Holyoke LLC)**

## **ARTICLES OF ORGANIZATION**

These Articles of Organization are submitted for filing for the purpose of creating and organizing a business corporation pursuant to the applicable provisions of the Massachusetts Business Corporations Act (the "MBCA") and the Code of Massachusetts Regulations ("CMR").

### **Article I: Corporate Name**

The exact name of the corporation is Four Trees Management Company (the "**Corporation**").

### **Article II: Purpose**

The purpose for which the Corporation is formed is for the transaction of any and all lawful business for which a business corporation may engage in under M.G.L. Chapter 156D of the MBCA.

### **Article III: Authorized Shares**

The total number of shares of stock which the Corporation is authorized to issue is one-hundred thousand (100,000) shares having a par value of \$0.00001 per share, of which ninety-one thousand (91,000) shares will be designated as "Class A Common Stock", and nine thousand (9,000) shares will be designated as "Class B Common Stock".

### **Article IV: Preferences, Limitations, and Rights of Each Class or Series**

Stockholders of Class A Common Stock shall have the right to vote on all matters put to a stockholder vote. Except as required by law, stockholders of Class B Common Stock shall not have the right to vote on any matters put to a stockholder vote.

### **Article V: Restrictions on Transfer**

None imposed by the articles of organization.

### **Article VI: Other Lawful Provisions**

a. To the fullest extent permitted by the MBCA, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

b. The board of directors may make, amend, or repeal the bylaws in whole or in part, except regarding any matter or provision that requires action by the shareholders under the MBCA.

c. The board of directors may consist of one or more individuals as set forth in the bylaws, regardless of the number of shareholders.

d. Action that is required or permitted to be taken by the shareholders of the Corporation at any meeting by the MBCA may be taken by written consent of the shareholders having a majority of votes that would be necessary to approve such action at a meeting at which all shareholders entitled to vote on the corporate action were present and voted. Notwithstanding anything contained in these Articles of Organization to the contrary, the affirmative vote of at least a two thirds (2/3) majority of the then outstanding voting shares of the Corporation shall be required to amend, repeal, or adopt any provision inconsistent with this section if such a resolution is submitted by the board of directors to the shareholders for consideration.



e. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the MBCA.

#### **Article VII: Effective Date**

The effective date of organization of the Corporation is the date and time the articles of organization were received for filing if the articles are not rejected within the time prescribed by law.

#### **Article VIII: Supplemental Information**

The information contained in this article is not a permanent part of the Articles of Organization.

a. The street address of the initial registered office of the Corporation in Massachusetts is 30 Somerset Street #3, Worcester, MA 01609.

b. The name of the initial registered agent at the Corporation's registered office is Steven Goldman.

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer, and secretary are:

**President:** Noni Goldman, 30 Somerset Street #3, Worcester, MA 01609

**Treasurer:** Steven Goldman, 30 Somerset Street #3, Worcester, MA 01609

**Secretary:** Arthur Brownsey, 30 Somerset Street #3, Worcester, MA 01609

**Directors:**

Steven Goldman, 30 Somerset Street #3, Worcester, MA 01609

Noni Goldman, 30 Somerset Street #3, Worcester, MA 01609

Arthur Brownsey, 30 Somerset Street #3, Worcester, MA 01609

d. The fiscal year end of the Corporation is the December 31.

e. A brief description of the type of business in which the Corporation intends to engage is as follows: Management company

f. The street address of the Corporation's principal office is: 30 Somerset Street #3, Worcester, MA 01609.

g. The street address where the records of the Corporation that are required to be kept in Massachusetts are located is 30 Somerset Street #3, Worcester, MA 01609, which is its principal office.

*[Signature Page Follows]*

Signed this 9th day of August, 2019 by the incorporator:

Signature: \_\_\_\_\_

Name: Steven Goldman



**FOUR TREES MANAGEMENT LLC**

30 SOMERSET ST #3  
WORCESTER, MA 01609  
(845) 418-5347  
AUGUST 2, 2019

---

Pursuant to *M.G.L.A. c156d* § 4.01(c)(1), Four Trees Management LLC, a Massachusetts limited liability company, hereby consents to the registration with the Secretary of State of the Commonwealth of Massachusetts of "Four Trees Management Company", a Massachusetts corporation (the "Corporation"), to be incorporated under the laws of the State of Massachusetts, and to the use of the name Four Trees Management Company by the Corporation.

**FOUR TREES MANAGEMENT LLC**

By: \_\_\_\_\_

Name: Steven Goldman

Title: Authorized Person

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:

August 09, 2019 02:49 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

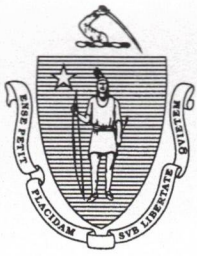
**SECRETARY OF COMMONWEALTH - CERTIFICATES OF GOOD STANDING  
CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

<b>Four Trees Holyoke LLC SOC Certificates of Good Standing Packet: Table of Contents</b>	
<b>Item</b>	<b>Description</b>
Appendix A.	SOC Certificate of Good Standing for FOUR TREES HOLYOKE LLC (a Massachusetts Limited Liability Company)
Appendix B.	SOC Certificate of Good Standing for FOUR TREES MANAGEMENT COMPANY (a Massachusetts C Corporation, Parent Company to Four Trees Holyoke LLC)



**APPENDIX A: SOC Certificate of Good Standing for FOUR TREES HOLYOKE LLC  
(a Massachusetts Limited Liability Company)**



William Francis Galvin  
Secretary of the  
Commonwealth

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

December 6, 2019

TO WHOM IT MAY CONCERN:

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

**FOUR TREES HOLYOKE LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 9, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

**APPENDIX B: SOC Certificate of Good Standing for FOUR TREES MANAGEMENT  
COMPANY (a Massachusetts C Corporation, Parent Company to Four Trees  
Holyoke LLC)**



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: December 06, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,

**FOUR TREES MANAGEMENT COMPANY**

is a domestic corporation organized on **August 09, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19120177660

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

**BYLAWS PACKET**  
**CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

<b>Four Trees Holyoke LLC Bylaws Packet: Table of Contents</b>	
<b>Item</b>	<b>Description</b>
Appendix A.	Operating Agreement for FOUR TREES HOLYOKE LLC (a Massachusetts Limited Liability Company)
Appendix B.	Bylaws for FOUR TREES MANAGEMENT COMPANY (a Massachusetts C Corporation, Parent Company to Four Trees Holyoke LLC)



**APPENDIX A: Operating Agreement for FOUR TREES HOLYOKE LLC (a  
Massachusetts Limited Liability Company)**

**OPERATING AGREEMENT  
OF  
FOUR TREES HOLYOKE LLC**

This Operating Agreement (the "**Agreement**") of Four Trees Holyoke LLC (the "**Company**"), effective as of August 9, 2019, is entered into by and between the Company and Four Trees Management Company, as the single member of the Company (the "**Member**").

**WHEREAS**, the Company was formed as a limited liability company on August 9, 2019 filing a certificate of organization (the "**Certificate of Organization**") with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the "**MLLCA**"); and

**WHEREAS**, the Member and the Company agree that the membership in and management of the Company shall be governed by the terms set forth herein.

**NOW, THEREFORE**, the Member and the Company agree as follows:

1. **Name.** The name of the Company is Four Trees Holyoke, LLC.
2. **General Character.** The general character of the business of the Company is to engage in legal, recreational cannabis cultivation and retail and to engage in any activities directly or indirectly related or incidental thereto.
3. **Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.
4. **Records Address.** The address of the office in the Commonwealth of Massachusetts at which the Company will maintain its records as required by the MLLCA shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.
5. **Resident Agent.** The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.
6. **Members.**
  - a. Initial Member. The Member owns 100% of the membership interests of the Company. The name and the business, residence, or mailing address of the Member is as follows:

Four Trees Management Company

1 Cabot Street  
Holyoke, MA 01040

b. Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new operating agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

c. No Certificates for Membership Interests. The Company will not issue any certificates to evidence ownership of the membership interests.

## **7. Management.**

a. Authority; Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

b. Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to authority delegated to such Officer until that Officer is removed by the Member. Any action, including any debt contracted or liability incurred by or on behalf of the Company, taken by the Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer as set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

## **8. Liability of Member; Indemnification.**

a. Liability of Member. Except as otherwise required in the MLLCA, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member of the Company.

b. Indemnification. To the fullest extent permitted under the MLLCA, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any

act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 8(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

**9. Term.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.

**10. Capital Contributions.** The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

**11. Tax Status; Income and Deductions.**

a. Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

b. Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

**12. Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Member in its sole and absolute discretion.

**13. Dissolution; Liquidation.**

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the consent of the Member; (ii) the entry of a decree of judicial dissolution; or (iii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

b. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors,

to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

d. Upon the completion of the winding up of the Company, the Member shall file a certificate of cancellation in accordance with the MLLCA.

#### **14. Miscellaneous.**

a. Amendments. Amendments to this Agreement may be made only with the consent of the Member.

b. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and, without limitation thereof, the MLLCA, without giving effect to principles of conflicts of law.

c. Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable in any jurisdiction, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

d. No Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective as of the date first written above.

**MEMBER:**  
**FOUR TREES MANAGEMENT COMPANY**

DocuSigned by:  
*Noni Goldman*  
By: \_\_\_\_\_  
Name: Noni Goldman  
Title: President

**FOUR TREES HOLYOKE LLC**

DocuSigned by:  
*Noni Goldman*  
By: \_\_\_\_\_  
Name: Noni Goldman  
Title: Chief Executive Officer



**APPENDIX B: Bylaws for FOUR TREES MANAGEMENT COMPANY (a  
Massachusetts C Corporation, Parent Company to Four Trees Holyoke LLC)**

**BYLAWS**

**OF**

**FOUR TREES MANAGEMENT COMPANY**

(a Massachusetts corporation)

Adopted as of **August 9, 2019**

**TABLE OF CONTENTS**

ARTICLE I OFFICES AND RECORDS ..... 1

ARTICLE II SHAREHOLDERS..... 1

ARTICLE III DIRECTORS ..... 6

ARTICLE IV OFFICERS ..... 8

ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS ..... 10

ARTICLE VI SHARE CERTIFICATES AND TRANSFER..... 11

ARTICLE VII DISTRIBUTIONS ..... 12

ARTICLE VIII GENERAL PROVISIONS..... 13

ARTICLE IX RIGHT OF FIRST REFUSAL..... 14

ARTICLE X AMENDMENT OF BYLAWS ..... 16

**BYLAWS  
OF  
FOUR TREES MANAGEMENT COMPANY**

**ARTICLE I  
OFFICES AND RECORDS**

**Section 1.1. REGISTERED OFFICE AND AGENT.** The registered office and registered agent of the Corporation shall be as set forth in the Corporation's Articles of Organization or subsequent filing with the Secretary of the Commonwealth. The Board of Directors or President Officer of the Corporation may at any time change the registered office or the registered agent by making the appropriate filing with the Secretary of the Commonwealth.

**Section 1.2. PRINCIPAL OFFICE.** The principal office of the Corporation shall be within or without the Commonwealth of Massachusetts as set forth in the Corporation's Articles of Organization or subsequent filing with the Secretary of the Commonwealth.

**Section 1.3. OTHER OFFICES.** The Corporation may also have other offices at any places, within or without the Commonwealth of Massachusetts, as the Board of Directors may designate, or as the business of the Corporation may require or as may be desirable.

**Section 1.4. BOOKS AND RECORDS.** Any records maintained by the Corporation in the regular course of its business, including its share ledger, books of account and minute books, may be maintained on any information storage device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall convert any records so kept upon the written request of any person entitled to inspect such records pursuant to applicable law.

**ARTICLE II  
SHAREHOLDERS**

**Section 2.1. PLACE OF MEETING.** Meetings of the shareholders shall be held either at the principal office of the Corporation or at any other place designated by the Board of Directors, either within or without the Commonwealth of Massachusetts, as shall be designated in the notice of the meeting or executed waiver of notice. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote communication as set out in Section 2.2 below.

**Section 2.2. MEETINGS OF SHAREHOLDERS BY REMOTE COMMUNICATION.** The Board of Directors may authorize shareholders not physically present at a meeting of shareholders to participate in a meeting of shareholders by means of remote communication and be deemed present and entitled to vote at the meeting, subject to any guidelines and procedures adopted by the Board of Directors.

At a meeting in which shareholders can participate by means of remote communication, the Corporation shall implement reasonable measures to:

(a) verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxy holder; and

(b) allow shareholders and proxy holders participating by remote communication to either read or hear the proceedings as they take place and to participate in the meeting and vote on matters submitted to the shareholders.

The Corporation shall maintain a record of the vote or other action taken by shareholders or proxy holders at the meeting by means of remote communication.

**Section 2.3. ANNUAL MEETING.** An annual meeting of shareholders, for the purpose of electing directors and transacting any other business as may be brought before the meeting, shall be held on the date and time fixed by the Board of Directors and stated in the notice of the meeting. Failure to hold the annual meeting at the designated time shall not affect the validity of any action taken by the Corporation. If the Board of Directors fails to call the annual meeting, any shareholder may make demand in writing to any officer of the Corporation that an annual meeting be held.

**Section 2.4. SPECIAL SHAREHOLDERS' MEETINGS.** Special meetings of the shareholders may be called by the Chairman of the Board, the President, or the majority of the Board of Directors. Only business within the purposes described in the Corporation's meeting notice may be conducted at a special meeting of the shareholders.

**Section 2.5. RECORD DATE FOR SHAREHOLDER ACTION.** For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be:

- (a) on the date fixed by the Board of Directors in the notice of the meeting;
- (b) at the close of business on the day before the first notice is delivered to shareholders, if no date is fixed by the Board of Directors; or
- (c) on the day before the shareholders' meeting, if no notice of meeting is mailed to shareholders and no record date is otherwise supplied by the Massachusetts Business Corporation Act.

For action by consent of the shareholders without a meeting, the record date for shareholders entitled to approve the action subject of the consent shall be:

- (a) on the date fixed by the Board of Directors; or
- (b) the date that the first shareholder signs the written consent, if no date is fixed by the Board of Directors.

A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

**Section 2.6. NOTICE OF SHAREHOLDERS' MEETING.** Written notice of any annual or special meeting of shareholders shall be given to any shareholder entitled to notice not less than seven (7) days nor more than sixty (60) days before the date of the meeting. The corporation is required to give notice only to shareholders entitled to vote at the meeting unless the Massachusetts Business Corporation Act or the articles of organization require notice to shareholders not entitled to vote. Such notice shall state:

- (a) the time and date of the meeting;
- (b) the place of the meeting, if any;
- (c) the means of any remote communication, if authorized, by which shareholders may be considered present and may vote at the meeting; and
- (d) the purpose or purposes of the meeting (i) other than the election of directors, if the meeting is an annual meeting; or (ii) if the meeting is a special meeting.

The corporation shall give written notice to any shareholder entitled to notice by mail and/or by electronic transmission. Written notice by mail is effective on deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders. Written notice by electronic transmission is effective by (a) facsimile telecommunication when directed to a number furnished by the shareholder for the purpose; (b) email when directed to an email address furnished by the shareholder for the purpose; (c) posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an email address furnished by the shareholder for the purpose; or (d) any other form of electronic transmission when directed to the shareholder in the manner specified by the shareholder.

Any person entitled to notice of a meeting may sign a written waiver of notice either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person attends for the specific purpose of objecting to the lawfulness of the convening of the meeting.

**Section 2.7. VOTING LISTS.** The officer or agent having charge of the share transfer records for shares of the Corporation shall prepare an alphabetical list of all shareholders entitled to notice of the meeting, arranged by voting group and by class and series of share, with the address of and the number of shares held by each shareholder. The list shall be available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given at the principal place of business of the Corporation or if the meeting will be held at another location, at a place in the city where the meeting will be held, which shall be identified in the meeting notice.

The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. If any shareholders are participating in the meeting by means of remote communication, the list must be open to examination by the shareholders for the duration of the meeting on a reasonably accessible electronic network, and the information required to access the list must be provided to shareholders in the meeting notice. The Corporation shall take reasonable steps to ensure that the information is available only to shareholders of the Corporation.

**Section 2.8. QUORUM OF SHAREHOLDERS.** A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

Once a quorum for a voting group has been established at a meeting, the shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless: (a) the shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other



grounds and does not vote the shares or take any other action at the meeting; or (b) the meeting is adjourned and a new record date is set for the adjourned meeting.

The shareholders in a voting group represented in person or by proxy at a meeting of shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred twenty (120) days after the date fixed for the original meeting, a new quorum for the meeting must be established.

**Section 2.9. CONDUCT OF MEETINGS.** The Board of Directors of the Corporation may adopt by resolution rules and regulations for the conduct of meetings of the shareholders, as it deems appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a director or officer designated by the Board of Directors, shall act as the presiding officer of the meeting. The Secretary or, in his or her absence or inability to act, the person whom the chair of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

**Section 2.10. VOTING OF SHARES.** Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, except to the extent that the Articles of Organization provides for more or less than one vote per share or limits or denies voting rights to the holders of the shares of any class or series.

If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, will be approved by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater or lesser number of votes is required by law or a greater vote is required by the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups.

The articles of organization do not authorize shareholder to cumulate their votes in any election of directors of the Corporation.

No ballot shall be required for the election of directors unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

**Section 2.11. VOTING BY PROXY OR NOMINEE.** Shares of the Corporation's stock owned by the Corporation itself or by another corporation or entity, the majority of the voting stock or interest of which is owned or controlled by the Corporation, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time. Nothing in this section shall be construed as limiting the right of the Corporation or any domestic or foreign corporation or other entity to vote shares, held or controlled by it in a fiduciary capacity, or with respect to which it otherwise exercises voting power in a fiduciary capacity.

A shareholder may vote either in person or by proxy executed in writing by the shareholder or his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized by the Corporation to tabulate votes. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest as defined in the Massachusetts Business Corporations Act. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

Shares owned by another corporation, domestic or foreign, may be voted by any officer, agent, or proxy as the bylaws of that corporation may authorize or, in the absence of authorization, as the Board of Directors of that corporation may determine.

An administrator, executor, guardian, or conservator may vote shares held in that fiduciary capacity if the shares forming a part of an estate are in the possession and forming a part of the estate being served by the fiduciary, either in person or by proxy, without a transfer of the shares into the fiduciary's name. A trustee may vote shares standing held in trustee's name, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of the shares into his or her name as trustee.

A receiver may vote shares standing in the name of a receiver and may vote shares held by or under the control of a receiver without the transfer thereof into the receiver's name if authority so to do be contained in an appropriate order of the court by which the receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares transferred, subject to any agreements containing restrictions on the hypothecation, assignment, pledge, or voluntary or involuntary transfer of shares.

**Section 2.12. ACTION BY SHAREHOLDERS WITHOUT A MEETING.** Any action required or permitted to be taken at any annual or special meeting of shareholders may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall have been signed by the holder or holders of shares with at least the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that (a) describe the action taken, (b) are signed by shareholders having the requisite votes, (c) bear the date of the signatures of such shareholders, and (d) are delivered to the Corporation for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Corporation.

If the action to be taken pursuant to the consent of voting shareholders without a meeting is one for which notice to all shareholders would be required by law if the action were to be taken at a meeting, then the Corporation shall, at least seven (7) days before the action is taken, give notice in the manner specified by Section 2.6 to all nonvoting shareholders, including any shareholders entitled to vote that did not consent.

**Section 2.13 RATIFICATION OF ACTS OF DIRECTORS AND OFFICERS.** Except as otherwise provided by law or by the Articles of Organization of the Corporation, any transaction or contract or act of the Corporation or of the directors or the officers of the Corporation may be ratified by the affirmative vote of the holders of the number of shares which would have been necessary to approve such transaction, contract or act at a meeting of shareholders, or by the written consent of shareholders in lieu of a meeting.

### **ARTICLE III DIRECTORS**

**Section 3.1. BOARD OF DIRECTORS.** All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws. Directors need not be residents of the Commonwealth of Massachusetts or shareholders of the Corporation.

**Section 3.2. NUMBER OF DIRECTORS.** The number of directors shall be one [1] provided that the number may be increased or decreased from time to time by an amendment to these Bylaws or resolution adopted by the Board of Directors. No decrease in the number of directors shall have the effect of decreasing the number of directors below the minimum number of individuals permitted by law, nor shall have the effect of shortening the term of any incumbent director.

**Section 3.3. TERM OF OFFICE.** At the first annual meeting of shareholders and at each annual meeting thereafter, the holders of shares entitled to vote in the election of directors shall elect directors to hold office until the next succeeding annual meeting, the director's successor has been selected and qualified, or the director's earlier death, resignation, or removal. Despite the expiration of a director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of directors.

**Section 3.4. REMOVAL.** Directors may be removed from office at any time with or without cause by the shareholders entitled to elect them or for cause by vote of a majority of the directors then in office. A director may be removed by shareholders or directors only at a meeting called for that purpose, for which the notice must state that the purpose, or one of the purposes, of the meeting is removal of the director or directors.

**Section 3.5. RESIGNATION.** A director may resign at any time by giving notice in the form of an executed resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a future date. Acceptance of the resignation shall not be required to make the resignation effective. The pending vacancy may be filled before the effective date in accordance with Section 3.6 of these Bylaws, but the successor shall not take office until the effective date.

**Section 3.6. VACANCIES.** Vacancies and newly created directorships, whether resulting from an increase in the size of the Board of Directors, or due to the death, resignation, disqualification or removal of a director or otherwise, may be filled by election at an annual or

special meeting of shareholders called for that purpose or by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors.

A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs. Any director elected to fill a vacancy shall serve until the next shareholders' meeting at which directors are elected.

**Section 3.7. MEETINGS OF DIRECTORS.** A regular meeting of the newly-elected Board of Directors shall be held without other notice immediately following each annual meeting of shareholders, at which the board shall transact any other business as shall come before the meeting. Other regular and special meetings of the directors may be held at such times and places within or outside the Commonwealth of Massachusetts as the directors may fix. Special meetings of the Board of Directors may be called by the President, by the Chairman of the Board, if any, by the Secretary, by any two directors, or by one director in the event that there is only one director.

**Section 3.8. MEETINGS OF DIRECTORS BY REMOTE COMMUNICATION.** The Board of Directors may permit any or all directors to participate in any meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is considered to be present in person at the meeting.

**Section 3.9. NOTICE OF DIRECTORS' MEETINGS.** Regular meetings may be held without notice of the date, time, place, or purpose of the meeting. All special meetings of the Board of Directors shall be held upon not less than two (2) days' notice. Such notice shall state:

- (a) the date and time of the meeting;
- (b) the place of the meeting;
- (c) the means of any remote communication by which directors may participate at the meeting, if applicable; and
- (d) the purpose or purposes for which the meeting is called .

The corporation or person calling the meeting shall give notice of the meeting to each director personally, by telephone or voice mail, by mail, by electronic transmission if consented to by the director, or by messenger or delivery service. Notice to each director shall also be given by electronic transmission at the director's last known e-mail address.

The corporation or person calling the meeting shall give notice of the meeting to each director (a) personally, (b) by telephone or voice mail, (c) by mail, (d) by messenger or delivery service; or (e) by electronic transmission if consented to by the director.

A written waiver of the required notice signed by a director entitled to the notice, before or after the meeting, is the equivalent of giving notice to the director who signs the waiver. A director's attendance at any meeting shall constitute a waiver of notice of the meeting, except where the director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

**Section 3.10. QUORUM AND ACTION OF DIRECTORS.** A majority of the number of directors as currently fixed by the shareholders or Board of Directors shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present at the time of the act shall be the act of the Board of Directors, unless the act

of a greater number is required by law, the Articles of Organization, or these Bylaws. The directors at a meeting for which a quorum is not present may adjourn the meeting until a time and place as may be determined by a vote of the directors present at that meeting.

**Section 3.11. COMPENSATION.** Directors shall not receive any stated salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board of Directors or committee thereof. A director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity.

**Section 3.12. ACTION BY DIRECTORS WITHOUT A MEETING.** Unless otherwise provided by the Articles of Organization or these Bylaws, any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors, or all committee members then appointed, consent to such action in writing or by electronic transmission and the writings or electronic transmissions are filed with the minutes of the proceedings of the Board of Directors.

**Section 3.13. COMMITTEES OF THE BOARD OF DIRECTORS.** The Board of Directors, by resolution adopted by a majority, may designate one or more directors to constitute one or more committees, to exercise the authority of the Board of Directors to the extent provided in the resolution of the Board of Directors and allowed under the law of the Commonwealth. A committee of the Board of Directors does not have the authority to:

- (a) authorize distributions;
- (b) approve or propose to shareholders action that this chapter requires be approved by shareholders, including an amendment to the Articles of Organization;
- (c) change the number of the Board of Directors, remove directors from office or fill vacancies on the Board of Directors, or
- (d) adopt, amend, or repeal the Bylaws of the Corporation.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

**Section 3.14 MEETINGS AND ACTION OF COMMITTEES.** Unless adopted by a resolution of the Board of Directors, meetings and actions of committees shall be governed by and held and taken in accordance with this Article III of these Bylaws, with such changes as are necessary to substitute the committee and its members for the Board of Directors and its members; provided, however, that the time of regular meetings of committees may also be called by resolution of the Board of Directors and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

## **ARTICLE IV OFFICERS**

**Section 4.1. POSITIONS AND APPOINTMENT.** The officers of the Corporation shall be appointed by the Board of Directors and shall be a President, a Treasurer, a Secretary, and any other officers, including assistant officers and agents, as may be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person. Each officer shall serve until a successor is elected and qualified or until the death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors. Election or appointment of an officer or agent shall not of itself create contract rights.

**Section 4.2. REMOVAL AND RESIGNATION.** Any officer appointed or elected by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the Board of Directors at any regular or special meeting. Any officer or assistant officer appointed by an authorized officer may be removed at any time with or without cause by any officer with authority to appoint such officer or assistant officer. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer may resign at any time by delivering notice to the Corporation. Resignation is effective when the notice is delivered unless the notice provides a later effective date.

Any vacancies may be filled in accordance with Section 4.1 of these Bylaws.

**Section 4.3. PRESIDENT.** The President shall be the chief executive officer of the Corporation, and subject to the direction of the Board of Directors, shall have active, general supervision and executive management over the business and affairs of the Corporation. The President shall preside at all meetings of all directors, shall see that all orders and resolutions of the Board of Directors are carried out, and shall perform any other duties as the Board of Directors may assign.

**Section 4.4. VICE-PRESIDENTS.** Each Vice President, in order of their rank as designated by the Board of Directors, shall perform the duties and exercise the powers of the President in the absence or disability of the President, and shall perform other duties as the Board of Directors or President shall assign.

**Section 4.5. SECRETARY.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the shareholders and all meetings of the Board of Directors and shall perform other duties as may be prescribed by the Board of Directors or the President. The Secretary shall be the custodian of the records and of the seal of the Corporation, and shall affix the seal to all documents and attest to it, when duly authorized by the Board of Directors. In the absence of the Secretary, the minutes of all meetings of the Board of Directors and shareholders shall be recorded by the person designated by the President or Board of Directors.

**Section 4.6. TREASURER.** The Treasurer shall be the principal financial officer of the Corporation, shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Corporation, shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in the depositories designated by the Board of Directors, and in general shall perform all duties incident to the office of Treasurer and such other duties as the Board of Directors or President shall assign.



The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for the disbursements. The Treasurer shall keep and maintain the Corporation's books of account and shall render to the President and Board of Directors an account of all transactions as Treasurer and of the financial condition of the Corporation and exhibit the books, records, and accounts to the President or Board of Directors at any time.

**Section 4.7 OTHER OFFICERS, ASSISTANT OFFICERS AND AGENTS.** Officers, assistant officers and agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board of Directors.

## **ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 5.1 INDEMNIFICATION OF OFFICERS AND DIRECTORS.** The Corporation shall, to the fullest extent permitted by law, indemnify and hold harmless a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the Corporation against reasonable expenses incurred by him or her in connection with the proceeding. The Corporation shall pay the expenses (including attorneys' fees) incurred by a director or officer in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon the Corporation's receipt of a written affirmation by the director or officer and an undertaking by the director or officer to repay all amounts advanced pursuant to and in compliance with Section 8.53 of the Massachusetts Business Corporations Act, as it may be amended.

**Section 5.2 INDEMNIFICATION OF EMPLOYEES AND AGENTS.** The Corporation may, to the fullest extent permitted by law, indemnify, hold harmless, and advance expenses for each person who may serve or who has served at any time as a director or officer of the Corporation or of any of its subsidiaries, or who at the request of the Corporation may serve or at any time has served as a director, officer, employee, agent, or administrator or trustee of, or in a similar capacity with, another organization or any employee benefit plan (a "Covered Person"), against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding in which he may become involved by reason of his serving or having served in such capacity. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a proceeding initiated by such person if the proceeding was not authorized in advance by the Board of Directors.

**Section 5.3 OTHER INDEMNIFICATION.** The Corporation's obligation, if any, to indemnify and hold harmless any person who was or is serving at its request as a director, officer or employee of another Corporation, partnership, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other Corporation, partnership, joint venture, trust, organization or other enterprise.

**Section 5.4 INSURANCE.** The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article V; and

(b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article V.

**Section 5.5 NON-EXCLUSIVITY.** The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights which such director or officer or other person may be entitled under the Articles of Organization, any agreement, or pursuant to any action taken by the directors or shareholders of the Corporation or otherwise.

**Section 5.6 AMENDMENT OR REPEAL.** Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Covered Person and such person's heirs, executors and administrators.

## **ARTICLE VI SHARE CERTIFICATES AND TRANSFER**

**Section 6.1. CERTIFICATES REPRESENTING SHARES.** Certificates representing shares of the Corporation shall state:

- (a) the name of the Corporation and that it is organized under the laws of the Commonwealth;
- (b) the name of the person to whom issued;
- (c) the number and class of shares and the designation of the series, if any, which the certificate represents; and
- (d) a conspicuous statement setting forth restrictions on the transfer of the shares, if any.

No share shall be issued until the consideration therefor, fixed as provided by law, has been fully paid.

The Corporation shall, after the issuance or transfer of uncertificated shares, send to the registered owner of uncertificated shares a written notice containing the information required to be set forth or stated on certificates pursuant to the Massachusetts Business Corporations Act. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

**Section 6.2. TRANSFERS OF SHARES.** Shares of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of shares shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully made in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of shares shall be valid as against the Corporation for any purpose until it shall have been entered in the share records of the Corporation by an entry showing from and to whom the shares were transferred.

**Section 6.3. REGISTERED SHAREHOLDERS.** The Corporation may treat the registered owner of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth, or giving proxies with respect to those shares.

Neither the Corporation nor any of its officers, directors, employees, or agents shall be liable for treating that person as the owner of those shares at that time for those purposes, regardless of whether that person possesses a certificate for those shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express notice thereof, except as otherwise provided by law.

**Section 6.4. LOST CERTIFICATES.** The Corporation may issue a new certificate for its shares in place of any certificate theretofore issued and alleged by its owner of record or such owner's authorized representative to have been lost, stolen, or destroyed if the Corporation, transfer agent, or registrar is not on notice that such certificate has been acquired by a bona fide purchaser. A replacement certificate may be issued if the owner or the owner's representative:

(a) files with the Secretary of the Corporation and the transfer agent or the registrar, if any, a request for the issuance of a new certificate, together with an affidavit in form satisfactory to the Secretary and transfer agent or registrar, if any, setting forth the time, place, and circumstances of the loss; and

(b) complies with such other reasonable requirements as the chair of the Board of Directors, the President, the Secretary, or the Board of Directors and the transfer agent or the registrar, if any, shall deem appropriate under the circumstances, which may include filing a sufficient indemnity bond to indemnify and save harmless the Corporation and the transfer agent or the registrar, if any, from any and all damage, liability, and expense of every nature whatsoever resulting from the Corporation, the transfer agent, or the registrar issuing a new certificate in place of the one alleged to have been lost, stolen, or destroyed.

A new certificate may be issued in lieu of any certificate previously issued that has become defaced or mutilated upon surrender for cancellation of a part of the old certificate sufficient, in the opinion of the Secretary and the transfer agent or the registrar, if any, to identify the owner of the defaced or mutilated certificate, the number of shares represented thereby, and the number of the certificate and its authenticity and to protect the Corporation and the transfer agent or the registrar against loss or liability. When sufficient identification for such defaced or mutilated certificate is lacking, a new certificate may be issued upon compliance with all of the conditions set forth in this Section in connection with the replacement of lost, stolen, or destroyed certificates.

## **ARTICLE VII DISTRIBUTIONS**

**Section 7.1. DECLARATION.** The Board of Directors may authorize, and the Corporation may make, distributions to its shareholders in cash, property, or shares of the Corporation to the extent permitted by the Articles of Organization and the Massachusetts Business Corporation Act. Before payment of any dividend there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their

absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interests of the Corporation, and the directors may abolish any such reserve.

**Section 7.2. RECORD DATE FOR DIVIDENDS AND DISTRIBUTIONS.** For the purpose of determining shareholders entitled to receive a distribution by the Corporation (other than a distribution involving a purchase or redemption by the Corporation of any of its own shares) or a share dividend, the Board of Directors of the Corporation may, at the time of declaring the dividend or distribution, set a record date no more than seventy (70) days prior to the date of the dividend or distribution. If no record date is fixed for the determination of shareholders entitled to receive a distribution (other than a distribution involving a purchase or redemption by the Corporation of any of its own shares) or a share dividend, the record date shall be the date on which the resolution of the Board of Directors declaring the distribution or share dividend is adopted.

## **ARTICLE VIII GENERAL PROVISIONS**

**Section 8.1. SEAL.** The Corporation may adopt a corporate seal in a form approved by the Board of Directors. The Corporation shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Corporation.

**Section 8.2. CHECKS, DRAFTS, ETC.** All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

**Section 8.3. FISCAL YEAR.** The fiscal year of the Corporation shall be as determined by the Board of Directors.

**Section 8.4 CONTRACTS.** The Board of Directors may authorize any officer or officer's, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**Section 8.5 LOANS.** No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**Section 8.6 DEPOSITS.** The funds of the Corporation may be deposited or invested in such bank account, in such investments or with such other depositaries as determined by the Board of Directors.

**Section 8.7 CONFLICT WITH APPLICABLE LAW OR ARTICLES OF ORGANIZATION.** These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

**Section 8.7. INVALID PROVISIONS.** If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its

application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

## **ARTICLE IX RIGHT OF FIRST REFUSAL**

**Section 9.1. RIGHT OF FIRST REFUSAL.** No shareholder shall sell, assign, pledge, or in any manner transfer any of the shares of Common Stock of the Corporation (“Common Stock”) or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, except by a transfer which meets the requirements hereinafter set forth in this Article IX:

(a) If the shareholder receives from anyone a bona fide offer acceptable to the shareholder to purchase any Common Stock held by such shareholder, then the shareholder shall first give written notice thereof to the Corporation. The notice shall name the proposed transferee and state the number of shares of Common Stock to be transferred, the price per share and all other terms and conditions of the offer.

(b) For fifteen (15) days following receipt of such notice, the Corporation or its assigns shall have the option to purchase all or, with the consent of the shareholder, any lesser part of the Common Stock specified in the notice at the price and upon the terms set forth in such bona fide offer. In the event the Corporation elects to purchase all or, as agreed by the shareholder, a lesser part, of the Common Stock, it shall give written notice to the selling shareholder of its election and settlement for said Common Stock shall be made as provided below in paragraph (c).

(c) In the event the Corporation elects to acquire any of the Common Stock of the selling shareholder as specified in said selling shareholder’s notice, the Secretary of the Corporation shall so notify the selling shareholder and settlement thereof shall be made in cash within thirty (30) days after the Secretary of the Corporation receives said selling shareholder’s notice; provided that if the terms of payment set forth in said selling shareholder’s notice were other than cash against delivery, the Corporation shall pay for said Common Stock on the same terms and conditions set forth in said selling shareholder’s notice.

(d) In the event the Corporation does not elect to acquire all of the Common Stock specified in the selling shareholder’s notice, said selling shareholder may, within the sixty (60) day period following the expiration of the option rights granted to the Corporation, sell elsewhere the Common Stock specified in said selling shareholder’s notice which was not acquired by the Corporation, in accordance with the provisions of paragraph (c) of this Article IX, provided that said sale shall not be on terms and conditions more favorable to the purchaser than those contained in the bona fide offer set forth in said selling shareholder’s notice. All Common Stock so sold by said selling shareholder shall continue to be subject to the provisions of this Article IX in the same manner as before said transfer.

(e) Anything to the contrary contained herein notwithstanding, the following transactions shall be exempt from the provisions of this Article IX:

(1) A shareholder’s transfer of any or all Common Stock held either during such shareholder’s lifetime or on death by will or intestacy to such shareholder’s family. “Immediate family” as used herein shall mean spouse, lineal descendent, father, mother, brother, or sister of the shareholder making such transfer.

(2) A shareholder's bona fide pledge or mortgage of any Common Stock with a commercial lending institution, provided that any subsequent transfer of said Common Stock by said institution shall be conducted in the manner set forth in this Article IX.

(3) A shareholder's transfer of any or all of such shareholder's Common Stock to any other shareholder of the Corporation.

(4) A shareholder's transfer of any or all of such shareholder's Common Stock to a person who, at the time of such transfer, is an officer or director of the Corporation.

(5) A corporate shareholder's transfer of any or all of its Common Stock pursuant to and in accordance with the terms of any merger, consolidation, reclassification of Common Stock or capital reorganization of the corporate shareholder, or pursuant to a sale of all or substantially all of the stock or assets of a corporate shareholder.

(6) A corporate shareholder's transfer of any or all of its Common Stock to any or all of its shareholders.

(7) A transfer of any or all of the Common Stock held by a shareholder which is a limited or general partnership to any or all of its partners.

(8) A corporate shareholder's transfer of any or all of its Common Stock to a loan out corporation for tax or estate planning purposes, where such loan out corporation is wholly owned by such corporate shareholder and/or the corporate shareholder's spouse.

In any such case, the transferee, assignee, or other recipient shall receive and hold such Common Stock subject to the provisions of this Article IX, and there shall be no further transfer of such Common Stock except in accord with this Article IX.

(f) The provisions of this Article IX may be waived with respect to any transfer, either by the Corporation, upon duly authorized action of its Board of Directors, or by the shareholders, upon the express written consent of the owners of a majority of the voting power of the Corporation (excluding the votes represented by those shares of Common Stock to be sold by the selling shareholder). This Article IX may be amended or repealed either by a duly authorized action of the Board of Directors or by the shareholders, upon the express written consent of the owners of a majority of the voting power of the Corporation.

(g) Any sale or transfer, or purported sale or transfer, of Common Stock shall be null and void unless the terms, conditions, and provisions of this Article IX are strictly observed and followed.

(h) The foregoing right of first refusal shall terminate on either of the following dates, whichever shall first occur:

(i) On August 1, 2029 or

(ii) Upon the date Common Stock of the Corporation is first offered to the public pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933, as amended. The certificates representing the Common Stock shall bear the following legend so long as the foregoing right of first refusal remains in effect:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION, AS PROVIDED IN THE BYLAWS OF THE CORPORATION.”

(i) The provisions of this Article IX shall not apply to any transfer of shares of Preferred Stock of the Corporation or the shares of Common Stock issued upon conversion thereof.

## **ARTICLE X AMENDMENT OF BYLAWS**

**Section 10.1. SHAREHOLDERS.** These Bylaws may be amended, repealed, or otherwise altered by the shareholders.

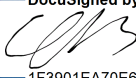
**Section 10.2. BOARD OF DIRECTORS.** As authorized by the Articles of Organization, the Board of Directors may also make, amend, or repeal, subject to any provision of the Massachusetts Business Corporation Act, the Articles of Organization, or a bylaw adopted by the shareholders that reserves the power exclusively to the shareholders or otherwise restricts the authority of the Board of Directors.

**CERTIFICATE OF SECRETARY OF  
FOUR TREES MANAGEMENT COMPANY**

The undersigned, Arthur Brownsey hereby certifies that he is the duly elected and acting Secretary of Four Trees Management Company, a Massachusetts corporation (the “Corporation”), and that the Bylaws attached hereto constitute the Bylaws of said Corporation as duly adopted by Action by Unanimous Written Consent in Lieu of an Initial Meeting by the Board of Directors on August 9, 2019.

**IN WITNESS WHEREOF**, the undersigned has hereunto subscribed his name this August 9, 2019.

DocuSigned by:



1F3901EA70E643B...

Arthur Brownsey, Secretary



**DEPARTMENT OF REVENUE - CERTIFICATES OF GOOD STANDING  
CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

FOUR TREES HOLYOKE LLC ("FTH") is a Massachusetts Limited Liability Company. It is a 100% owned subsidiary of FOUR TREES MANAGEMENT COMPANY ("FTMC"), a Massachusetts C Corporation.

FTH is a single-member LLC; that member being FTMC. As such, FTMC directly controls all functions of FTH, and imparts exactly the same ownership and management structure.

FTH is structured as a pass-through entity. All revenue, expenses and taxes will be recognized by the parent company, FTMC. As such, attached here is the certificate of good standing from the Department of Revenue for that entity.

Because FTMC is the entity responsible for paying all taxes, FTH does not have access to a certificate of good standing from the Department of Revenue.

<b>Four Trees Holyoke LLC DOR Certificates of Good Standing Packet: Table of Content</b>	
<b>Item</b>	<b>Description</b>
Appendix A.	DOR Certificate of Good Standing for FOUR TREES MANAGEMENT COMPANY (a Massachusetts C Corporation, Parent Company to Four Trees Holyoke LLC)

**APPENDIX A: DOR Certificate of Good Standing for FOUR TREES MANAGEMENT  
COMPANY (a Massachusetts C Corporation, Parent Company to Four Trees  
Holyoke LLC)**



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



STEVEN GOLDMAN  
FOUR TREES MANAGEMENT COMPANY  
30 SOMERSET ST # 3  
WORCESTER MA 01609-2110

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

The Commissioner of Revenue certifies that, as of the date of this certificate, FOUR TREES MANAGEMENT COMPANY is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

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

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

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

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

**ATTESTATION OF INABILITY TO OBTAIN CERTIFICATE OF GOOD STANDING  
(COMPLIANCE) FROM DEPT OF UNEMPLOYMENT ASSISTANCE PRIOR TO HIRING  
EMPLOYEES**

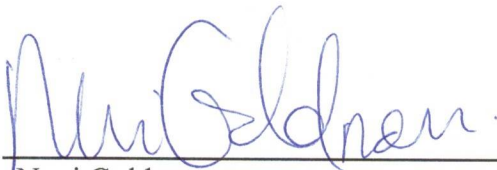
**CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

I hereby attest that Four Trees Holyoke ("FTH") has yet to hire any employees as of April 9, 2020. As such, FTH is unable to register with the Massachusetts Department of Unemployment Assistance in order to provide a Certificate of Good Standing (Compliance).

FTH will register with the Department of Unemployment Assistance in order to obtain this documentation upon commencement of hiring employees.

Sincerely,



---

Noni Goldman  
Four Trees Holyoke LLC  
CEO & Person with Direct Authority

**PLAN TO OBTAIN LIABILITY INSURANCE**  
**CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

Four Trees Holyoke plans to obtain quotes for General Liability and Product Liability policies through Budrisk Insurance.

Budrisk has provided us with our Surety Bonds for both Cultivation and Retail licenses (as included in this application), and has in the past, provided the General Liability policy for our separate (non-license-seeking) entity, *Four Trees Management LLC*.

The policy to be obtained must include general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy can be no higher than \$5,000 per occurrence.

**BUSINESS PLAN SUMMARY**  
**CCC LICENSE RENEWAL APPLICATIONS # MRR206259 AND MCR140354**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

*Note: Four Trees Holyoke LLC (“FTH”) is currently in the process of applying for a Change of Ownership application with the Commission. Upon approval of this application, FTH will no longer control these licenses.*

*This pending Change of Ownership would change some of the items within our initial business plan, including but not limited to company structure, executive management team members, competitive advantages, financials, etc. We have updated parts of this original document to better reflect some of the anticipated changes, and acknowledge that our business plan will change along with the change of ownership, and will continue to evolve over time as needed.*

Four Trees Holyoke LLC Business Plan Summary: Table of Contents	
Item	Description
1.	Executive Summary
2.	Company Description
3.	Founding Management Team and Experience
4.	Market and Financial Assumptions

## **1. Executive Summary.**

### **a. Mission Statement.**

Four Trees Holyoke (“FTH”) is a small startup comprised of Cannabis industry professionals with diverse backgrounds. Our founding team owns and operates *Four Trees Management LLC*, which led the development and implementation of cultivation curricula for the first two cohorts of the Commonwealth’s Social Equity Program. Our team has won multiple New England Harvest Cups for Best Indoor Flower. We combine years of experience in large-scale cultivation operations and management in multiple markets, with a background in seed-to-sale compliance, small business administration, media content production, and community organizing.

Though our expertise is in large-scale cultivation and operations management, we’ve set out to build our own small, unique company from the ground up; one that values sustainable growth, education, positive company culture, and focused research. We plan to build our cultivation facility and dispensary in Holyoke, where we will grow our award-winning Cannabis, develop industry best practices through research and development, build accessible workforce training curricula, and sell craft quality products to adult-use customers. We’re educators, advocates, and plant experts seeking to build our home in the Massachusetts Cannabis Industry.

### **b. Product Summary.**

As a Tier 1 Cultivator, we will grow craft Cannabis flower in a safe, efficient, and compliant manner. We plan to grow approximately 8-16 cannabis cultivars at one time in a strictly monitored and controlled environment in order to produce the following products:

- i. High quality marijuana Flower, to be packaged for sale to retail consumers and other licensed marijuana establishments;
- ii. High quality marijuana Trim, which is the non-flower leaves of harvested cannabis plants (a byproduct of the trimming process), to be sold to other licensed marijuana establishments;

- iii. Clones and seeds of cannabis plants, which may be sold to other licensed marijuana cultivators for the purpose of propagation, in compliance with 935 CMR 500.120(2).

As an Adult-Use Retailer, we will sell a variety of Cannabis products to meet the needs of our customers. We intend to purchase wholesale goods from other craft establishments in order to offer products which we do not produce on-site.

In addition to selling carefully and compliantly grown Cannabis flower at retail, we anticipate selling retail products including but not limited to:

- i. Topicals, which may include salves, sprays, creams, and transdermal patches;
- ii. Tinctures;
- iii. Concentrates, which may include wax, shatter, oils, distillates and cartridges;
- iv. Edibles, which may include dosed foods and beverages, and ingestible capsules;
- v. Clones, as regulations may allow.

**c. Customer Summary.**

While we aim to meet the needs of any adult-use consumer in the Holyoke community and surroundings in a friendly and reliable fashion, our goal is to reach discerning customers who are looking for a clean, sustainable, recognizable craft brand that offers proven award-winning quality supported by a consistent, guided experience.

We are a boutique with a craft approach, and the perspective to invite experienced consumers to be a part of our journey. Whether through providing feedback on limited strain releases, helping us choose our genetic lineup, joining us in our community initiatives, or simply enjoying our product selection, our goal is to make our customers part of the team through engaging, transparent and reliable practices.



## 2. Company Description.

### a. Structure.

*Four Trees Holyoke LLC* (“FTH”), a Massachusetts Limited Liability Company, is a wholly-owned subsidiary of *Four Trees Management Company* (“FTMC”), a Massachusetts C Corporation. Creating our parent company as a C Corporation affords us two distinct advantages:

- i. *Safety in Tax Compliance.* IRS Section 280E prevents the deductibility of any Cannabis expense except direct cost of goods sold, which may result in an operator owing federal and state taxes even in the event of a loss during a fiscal year. Pass thru entities, such as LLCs or S Corporations, may struggle with this reality, as company owners or shareholders are responsible for this tax burden. As a C Corporation, our tax burden remains sequestered at the corporate level, removing the majority of this financial risk faced by company owners, and limiting the liability to a clearly defined corporate tax rate.
- ii. *Flexibility.* C Corporations are highly flexible in the manner in which they conduct share offerings, provided such offerings are made in a compliant manner. We have taken great care to structure our companies and offerings to facilitate proper and compliant investor participation. All investment funds will be raised by Four Trees Management Company, through either; i) sales of shares; ii) issuance of SAFEs or Convertible Notes, or; iii) issuance of fixed rate notes. All SAFEs, Convertible Notes, and Share offerings will result in ownership of company shares. Offerings will only be made privately to *Accredited Investors*, pursuant to SEC Rule 506(b) of Regulation D. Such offerings shall not be publicly advertised. FTMC’s fundraising efforts are primarily targeted toward known institutional investors, accredited angel investors, and specialized funds operating legally within the cannabis space.

It should be noted that *Four Trees Management LLC*, the consulting and education company entirely owned by the current executive management team of Noni Goldman, Steven Goldman and Arthur Brownsey, is an independent entity; separate from both FTH and FTMC. Despite a similar name, that entity is not seeking CCC licensure.

**b. Operations and Location.**

FTH plans to operate an Adult-Use Retail Dispensary and Tier 1 Cultivation Facility, using space on the street-level floor and basement of 1 Cabot Street, Holyoke, MA 01040.

The proposed location is compliant with all state zoning requirements for Cannabis businesses. No educational or otherwise disqualifying neighboring facilities fall within 500 feet of our property line. The location is also compliant with local zoning requirements, situated in the City of Holyoke's General Industrial (IG) zone.

We entered into a lease agreement for this space, with rent commencing on August 1, 2019.

We executed our Host Community Agreement with the City of Holyoke, along with Mayor Alex Morse, on August 19, 2019.

We received approval for our Special Permit by the Holyoke City Council on January 21, 2020.

All cultivation and retail operations shall be in compliance with the Commission's regulations under 935 CMR 500.000 et seq, and will follow considerations outlined in FTH's Management and Operations Profile(s) as submitted with FTH's CCC license application(s).

### 3. Founding Management Team and Experience.

a. FTH was founded by its three principals:

- i. *Noni Goldman (President & Chief Executive Officer)*. Noni began her career in Cannabis in 2016 as part of the startup team at Pharmacannis' 50,000 square foot Medical Marijuana greenhouse facility in New York. With a strong background in supply chain management and education, Noni quickly graduated to Production Coordinator, overseeing facility-wide production scheduling, yield analytics, and team management. Noni left Pharmacannis in 2018, along with Arthur Brownsey and Steven Goldman, to found the independent consulting and education company *Four Trees Management LLC*, which advises companies of all sizes and stages on facility design development, production scheduling, site & risk assessments, SOP development, and workforce training. Four Trees Management LLC developed and implemented cultivation training curriculum for the first two cohorts of the Commission's Social Equity Program. Noni previously served as Lead Technical Writer for Flourish Seed-to-Sale Software from 2018 to 2019, where she advised companies across the country in operational and product tracking compliance. Noni is Chair Emeritus of the NCIA's Cultivation Committee, and is the recipient of NECANN's 2021 Young Entrepreneur of the Year award.
- ii. *Arthur Brownsey (Secretary & Director of Research and Development)*. Arthur began his career in Cannabis in 2014 in Colorado, where he worked his way up from trimmer to cultivator with Boulder Marijuana Company, eventually consulting for Verde Naturals. Arthur moved to New York in 2016, where he met Noni Goldman as part of Pharmacannis' startup team. Arthur excelled as Propagation Specialist, leading the cultivation team to a 97 percent clone success rate. Arthur joined Noni and Steven Goldman to help start *Four Trees Management LLC*. Arthur's expertise in cultivation allowed the Four Trees team to win the New England Harvest Cup two years in a row, for *Best Indoor Flower* with the exclusive strain *Davy Jones*. Arthur oversees the development of FTH's cultivation program, and leads the Four Trees team in the Plant Science and procedural aspects of their cultivation training curricula.

- iii. *Steven Goldman (Treasurer & Chief Operating Officer)*. Steven attended Cornell University, graduating with a B.S. in Ecology and Evolutionary Biology. Over the last decade, Steven has built experience in small business management, contract media development work, and client retention, owning and operating his own CARA award-winning media production studio, and helping to manage a family medical practice. Steven co-founded *Four Trees Management LLC* along with partners Noni Goldman and Arthur Brownsey. He briefly served as interim Treasurer for a Massachusetts 501(c)(4) Cannabis educational nonprofit organization in 2019, and as an advisor to the Resource Innovation Institute's Cultivation Committee. Steven is the primary administrator for Four Trees, maintaining corporate documentation, leading in local permitting and facility design, developing financial projections and budgeting, and designing media content and prospectus.

#### **4. Market and Financial Assumptions.**

##### **a. Key Assumption Generation.**

FTH studied a number of sources, including the MJBizDaily factbook, 502data, CCC Open Data and New Frontier Data, in order to arrive at a set of market assumptions which drive our decision-making. Below are some of our key assumptions:

- i. We project between 120-200 retail customers per day. This is based upon MJBizDaily national averages for dispensary patronage as well as the eventual maturity of the Massachusetts market.
- ii. We use Open Data to monitor average retail basket size and market share/price by product category, in order to project revenue and define product offerings. Retail product pricing is also compared with available information from operational dispensaries and wholesalers.
- iii. We project that the average wholesale price of high quality, pre-packaged Cannabis flower will drop to approximately \$5 per gram by 2023, with a 10% YoY decline thereafter until reaching bottom.
- iv. We project that non-flower products will see a slower decline in price, averaging approximately a 5% YoY price decline by 2024.
- v. We plan to open our establishment in Q1-Q2 2023..
- vi. We are prepared to meet IRS 280E tax obligations by carefully calculating the deductible, direct cost of goods sold as a whole business entity.
- vii. The cost to fund our retail project, including all build costs and operational expenses, is estimated at approximately \$750k-\$1M. However, all project development will be managed by the new license holders following an approved change of ownership. Some estimates include:
  - \$100k for initial inventory;
  - \$350k for complete build, including GC/MEP/F labor and materials, as well as security and alarm systems, and;
  - \$350k for OpEx budget.

**b. Competitive Advantages.**

Our experience in large-scale cultivation operations and advisement through consulting inform our ability to operate in a safe, effective, and efficient manner. We are not just operators, we are skilled consultants capable of advising a diverse client base.

Our Holyoke dispensary will feature the best craft products available in the Commonwealth, curated for the discerning consumer. Our location on a high-traffic roadway at a key entrance to the City of Holyoke will allow us to capture a higher number of customers from pass-by traffic than most of our local competitors with locations farther into the City.

We understand how to produce quality Cannabis flower at a low operational cost. Our expertise in smooth, high-yielding production, in combination with energy efficient horticultural lighting, cooling and dehumidification systems, as well as the affordable, clean hydroelectric power supplied by the independent City of Holyoke power grid, will allow us to produce Cannabis flower at competitive costs even when compared with much larger operators.

Our experience also informs the development of highly standardized operating procedures, which will help us maintain steadfast product consistency. Consistency is key in customer retention.

Our focus on sustainability, transparency, and a small craft brand will help us resonate with consumers who are searching for brands that share their ideals and commitments. Our size and branding ensure that we are not only reliable, but relatable.

**SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS  
CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

Not applicable.

**QUALITY CONTROL AND TESTING**  
**CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

*General Quality Control Considerations.*

In compliance with CCC regulations under 935 CMR 500.105(3)(b), and in order to maintain a high standard of quality control in production, Four Trees Holyoke ("FTH") will ensure that all of the following sanitation requirements are met:

1. Any FTH agent whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers under 105 CMR 300.000.
2. All edible marijuana products will be handled and stored as per the sanitation requirements in 105 CMR 500, and the requirements for food handlers under 105 CMR 300.000.
3. All FTH agents working in direct contact with marijuana or nonedible marijuana products will follow sanitary procedures on the premises, including:
  - a. Maintaining adequate personal cleanliness and hygiene, and;
  - b. Washing hands thoroughly before beginning work, or at any other time when hands may have become soiled or contaminated.
4. FTH's hand-washing facilities will be adequate and convenient, and will be able to produce water at a suitable temperature for proper cleanliness. Hand-washing facilities will be located in FTH's production areas as good employee sanitary practices require, and will be furnished with effective hand-cleaning preparations, and sanitary towel services or drying devices.
5. FTH's facility will have sufficient space for storage of materials and placement of equipment necessary for maintenance of sanitary operations.
6. FTH will ensure that waste and litter are expediently removed and disposed of in order to reduce the risk of contamination or pests. Such systems for waste removal and disposal will be maintained in an adequate manner as per 935 CMR 500.105(12).
7. FTH's facility will be built using surface materials and equipment that are easy to clean and maintain. Surfaces will be cleaned using an EPA registered sanitizing agent, in accordance with labeled instructions.
8. All processing and storage areas will be adequately lit so as to observe and maintain proper cleanliness. All accessible facility areas will be regularly cleaned.
9. Any potentially toxic items will be identified and stored safely in a manner which prevents contamination of marijuana or marijuana products.



10. FTH will ensure that its water supply is sufficient for necessary operations; clean, safe and potable. All plumbing and irrigation will be designed, installed and maintained in order to carry sufficient volumes of water as needed throughout the establishment. Plumbing will safely convey sewage and liquid disposable waste from the facility to municipal wastewater systems. Potable and waste water lines will not intersect.
11. FTH employees will be provided with adequate and accessible toilet facilities that are maintained in good sanitary and physical condition.
12. Any products that may support the rapid growth of undesirable microbial life will be kept in a manner which prevents such growth.
13. Finished products will be stored and transported under conditions which protect them against deterioration or contamination.

#### *Testing Procedures.*

Testing of FTH's marijuana products will be performed by an Independent Testing Laboratory ("ITL") acting in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in December 2017, originally published by the DPH. Marijuana will be tested for at least; cannabinoid content, mold, mildew, heavy metals, plant growth regulators, and the presence of pesticides. Testing of FTH's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries originally published by the DPH. FTH will maintain testing results in a manner compliant with FTH's record-keeping procedures, and such results will be kept for at least one full year.

FTH will not sell or market marijuana or marijuana products which are not capable of being tested by ITLs, except as allowed under 935 CMR 500.000. All products to be sold or marketed for adult use will be tested by such a laboratory, and must comply with standards as defined under 935 CMR 500.160.

All transportation of marijuana to and from ITLs providing testing services will be in compliance with 935 CMR 500.105(13). The ITL will be responsible for sample storage compliant with 935 CMR 500.105(11), and disposal of excess marijuana compliant with 935 CMR 500.105(12) either by direct disposal or returning the product to FTH for disposal.

Any marijuana products with testing dates in excess of one year in the past will require re-testing prior to sale.

#### *Failed Testing or Recall.*

Should laboratory results indicate contaminant levels above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), FTH will notify the CCC within 72 hours if such

results indicate that the contamination cannot be remediated, and the production batch will be destroyed and disposed of properly, in accordance with 935 CMR 500.105(12). Such a notification will include a proposed plan for destruction of the product, and assessment of the source of contamination. If remediation of contamination is possible, FTH will re-submit a batch sample for testing after remediation efforts have been made. If FTH reasonably believes that a failed test was in error, they may submit a batch sample for re-testing to an ITL other than the laboratory which provided the initial failed result.

Should voluntary or mandatory recalls of marijuana may be made by either FTH or the CCC in order to remove defective, or potentially defective marijuana products from the market in an effort to promote public health and safety, FTH will follow an established set of written policies to effect such a recall. Any outdated, spoiled, damaged, deteriorated, mislabeled or contaminated inventory will be destroyed and disposed of as per 935 CMR 500.105(12).

**MAINTAINING OF FINANCIAL RECORDS**  
**CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

Four Trees Holyoke (“FTH”) will follow internally established financial record-keeping policies to ensure proper maintenance, storage, and accessibility in compliance with 935 CMR 500. Such policies will require that:

1. All confidential information must be maintained in a secure location, kept separate from all other records, and must not be disclosed unless by written consent of the individual to whom the information applies, or as required otherwise under law or pursuant to an order from a court of competent jurisdiction. The above notwithstanding, the CCC may access this information in order to fulfill its official duties.
2. Recordkeeping requirements as per 935 CMR 500.105(9) must be followed, including:
  - a. Maintenance of written business records prepared in accordance with Generally Accepted Accounting Principles (“GAAP”), available for inspection, which will include paper or electronic records of:
    - i. Assets and liabilities;
    - ii. Monetary transactions;
    - iii. Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, vouchers and receipts;
    - iv. Sales records including the quantity, form, and cost of marijuana products, and;
    - v. Salary and wages paid to each employee, executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the marijuana establishment, including members, if any.
3. All sales recording requirements under 935 CMR 500.140(5) are followed, including:
  - a. Utilizing a Point of Sale (“POS”) system approved by the CCC, in consultation with the DOR, and a sales recording module approved by the DOR;
  - b. Conducting a monthly analysis of FTH’s equipment and sales data to ensure that no software or methodology has been employed to manipulate sales data, and maintaining records that such analysis has been performed, to be made available to the CCC upon request;
  - c. Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;

- d. Adopting separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales, and;
  - e. Maintaining such records that would allow for the CCC and the DOR to audit and examine the POS system used in order to ensure compliance with 935 CMR 500 and Massachusetts tax laws.
4. Additional business records will be kept, including but not limited to records of:
- a. Compliance with liability insurance coverage or maintenance of escrow requirements as per 935 CMR 500.105(10) and all bond or escrow requirements as per 935 CMR 500.105(16);
  - b. Fees paid under 935 CMR 500.005 or any other section of the CCC's regulations;
  - c. Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the CCC's regulations, and;
  - d. Local, state and federal tax payments.

**RECORD KEEPING**  
**CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

Four Trees Holyoke (“FTH”) will follow record-keeping policies in compliance with 935 CMR 500.105(9) in order to ensure proper maintenance, storage, and accessibility of important documents. Paper records will be stored in a locked room on the premises designated for office use, accessible only by key management personnel. Digital records and scanned copies of paper records will be stored electronically on secure, encrypted, cloud based servers maintained by Google or a company of similar standing, made accessible only to the aforementioned management personnel. Records will be made available for inspection by the CCC upon request. Such records will be kept for at least 2 years, unless otherwise specified by regulations.

The following list details categories and types of records FTH will maintain, at minimum, as well as related requirements and procedures.

1. *Written Operating Procedures.* These policies and procedures define FTH's operations, and will be reviewed and updated on an ongoing basis as-needed, as well as regularly on an annual basis. Operating procedures will include at least the following:
  - a. Security measures in compliance with 935 CMR 500 110;
  - b. Employee security policies, including personal safety and crime prevention techniques;
  - c. A description of the marijuana establishment's hours of operation and after-hours contact information, which shall be provided to the CCC, made available to law enforcement authorities upon request, and updated pursuant to 935 CMR 500;
  - d. Storage and waste disposal of marijuana in compliance with 935 CMR 500.105(11);
  - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - f. Price list for marijuana and marijuana products and any other available products;
  - g. Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
  - h. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - i. A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
  - j. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - k. Alcohol, smoke and drug-free workplace policies;

- l. A plan describing how confidential information and other records required to be maintained confidentially will be kept;
- m. A policy for the immediate dismissal of any marijuana establishment agent who has:
  - i. Engaged in unsafe practices with regard to FTH operations (to be reported to the CCC);
  - ii. Diverted marijuana or marijuana products (to be reported to the CCC and Holyoke PD), or;
  - iii. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a violation of the like laws of any other jurisdiction;
- n. A list of all executives and shareholders of FTH (including its parent company, Four Trees Management Company), to be made available upon request of any individual. This requirement as per 935 CMR 500.105(1)(n) may be fulfilled by placing this information on FTH's website;
- o. Cash handling protocols, including storage, collection frequency and transport to financial institution(s);
- p. Policies to prevent the diversion of marijuana or marijuana products to individuals under the age of 21;
- q. Energy efficiency and conservation policies, including:
  - i. Identification of potential energy usage reduction opportunities beyond that of FTH's highly efficient liquid-cooled LED lighting and integrated HVAC systems, and a plan for implementing such opportunities as applicable;
  - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators may be placed on-site, and an explanation of why such measures were not pursued if applicable;
  - iii. Strategies to reduce electrical demand, such as specific lighting schedules, load management and energy storage if applicable, and;
  - iv. Engagement with energy efficiency programs, if applicable, offered pursuant to M.G.L. c. 25 § 21;
- r. Policies and Procedures to promote workplace safety consistent with OSHA standards, including plans to identify and address any biological, chemical, or physical hazards, including a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

## 2. *Inventory Records.*

- a. As per FTH Inventory Procedures, these records will include inventory date, findings, and names, signatures and titles of conducting agents.

3. *Seed-to-Sale Records.*

- a. FTH will maintain real-time inventory using seed-to-sale and a point of sale system software which integrates with METRC, and meets the requirements of 935 CMR 500.105(8)(c) and (d). This will include inventory of all marijuana plants at all stages of development, and all products including those that are damaged, defective, expired, contaminated, or awaiting disposal.

4. *Personnel Records.* These records pertain to company employees, and include at least the following:

- a. Company employee organizational charts;
- b. Job titles and descriptions for all employees;
- c. Personnel records for each establishment agent, which will be maintained throughout employment and for at least 12 months following termination of their affiliation with FTH, including:
  - i. All materials submitted to the CCC as per 935 CMR 500.030(2);
  - ii. Documented verification of agent references;
  - iii. Employment contract which specifies duties & responsibilities, authority, qualifications and supervision;
  - iv. Documentation of all required training including regarding privacy and confidentiality, and a signed statement of the individual who received such training which includes date, time and place of the training, discussed topics, and presenters;
  - v. Periodic performance reviews;
  - vi. Disciplinary or corrective actions taken, and;
  - vii. Notice of completed responsible vendor training and eight hour related duty training;
- d. Staffing plans or schedules demonstrating accessible business hours and safe cultivation conditions;
- e. Compiled and up to date personnel policies, and;
- f. Background check reports in accordance with 935 CMR 500.029, 935 CMR 500.029, 803 CMR 2.00, and M.G.L. C. 6 § 172.

5. *Business Records.* Written business records prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), available for inspection and updated on an ongoing basis, which will include paper or electronic records of:

- a. Assets and liabilities;
- b. Monetary transactions;

- c. Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, vouchers and receipts;
- d. Sales records including the quantity, form, and cost of marijuana products, and;
- e. Salary and wages paid to each employee, executive compensation, bonus, benefits, or items of value paid to any individual affiliated with the marijuana establishment, including members, if any.

6. *Waste Disposal Records.*

- a. Pursuant to 935 CMR 500.105(12), FTH will create a record of all marijuana or marijuana products disposed of, including the following information:
  - i. Date;
  - ii. Quantity and type disposed of or handled;
  - iii. Manner of disposal or handling;
  - iv. Location of disposal or handling, and;
  - v. Names and signatures of two agents overseeing such actions.
- b. Such records will be kept for at least three years, and this period may be extended to include the duration of any enforcement action or order by the CCC.

7. *Closure.*

- a. Should FTH close, all records will be kept for at least two years in a location acceptable to the CCC. FTH will maintain communication with the CCC during such an event, and will comply with all requests of the CCC and other relevant agencies.

In addition to the above, FTH will maintain the following records pertinent to compliance with CCC regulations:

1. *Independent Laboratory Testing Records.*

- a. Pursuant to 935 CMR 500.160(4), FTH will keep testing results for all marijuana products for at least 12 months.

2. *Shipping Manifests.*

- a. FTH will maintain all shipping manifests generated pursuant to 935 CMR 500.105(13)(f) for at least 12 months, and will make them available to the CCC upon request.

3. *Visitor Records.*



- a. Pursuant to 935 CMR 500.110(4)(e), FTH will retain a record of all visitors, including a sign-in and sign-out, in their administrative office on the premises. This record will include the visitor's name, address, organization, date, time in, time out, and name of escorting agent.

#### 4. *Security and Access Records.*

- a. In compliance with 935 CMR 500.110(6)(f), FTH will maintain a copy of all security plans and procedures to be shared with law enforcement authorities, including:
  - i. A description of the location and operation of FTH's security system and central control;
  - ii. A schematic of all security zones;
  - iii. The name of FTH's security alarm company (or companies), and;
  - iv. A floor plan of the facility.
- b. FTH will maintain a record of all agents and service personnel granted access to the surveillance / DVR room, which will be made available to the CCC upon request.
- c. 24 hour surveillance recordings will be retained for at least 90 days, and will be made available for immediate viewing by the CCC upon request.

#### 5. *Incident Reports.*

- a. FTH will provide written notice to the CCC within 10 calendar days of any incident outlined in 935 CMR 500.110(9)(a) by submission of an incident report, which will detail the circumstances of such incident, corrective actions taken, and confirmation that law enforcement was notified within 24 hours. FTH will maintain these reports, supporting documents, photos and surveillance video for at least 12 months, or for the duration of any open investigation (whichever is longer), and these reports will be made available to the CCC and law enforcement upon request.

#### 6. *Corporate Records.* These company records pertain to FTH's organization and general compliance needs. They will be updated annually as required, and on an ongoing basis as needed to reflect any changes made during operation. Corporate records include but are not limited to the following:

- a. Corporate governance records, such as filings with the Massachusetts Secretary of the Commonwealth and annual reports;
- b. CCC compliance records, including annual registrations for the marijuana establishment(s) and FTH agents;

- c. Local compliance records, including FTH's approved Special Permit and Host Community Agreement with the City of Holyoke and proof of maintained compliance thereof, all building permits acquired and drawings and plans they reference, and any certificate of occupancy;
- d. Records and contracts pertaining to Independent Testing Laboratories, Marijuana Transporters, and other non-marijuana contractors such as local waste services and maintenance professionals;
- e. Records of insurance coverage in compliance with 935 CMR 500.105(10) including suitable General Liability and Product Liability policies, as well as other coverage maintained by the business, including Workers Compensation, and optional policies such as Professional Liability and Directors & Officers policies if applicable.

**RESTRICTING ACCESS TO AGE 21 AND OLDER**  
**CCC ADULT-USE RETAIL LICENSE APPLICATION #: MRN283237**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

Four Trees Holyoke's ("FTH") operating policies and methodologies are designed to prevent diversion, theft, and any illegal or unauthorized conduct pursuant to 935 CMR 500. Measures to prevent diversion and to limit access to appropriately-aged individuals include policies and procedures requiring the following:

1. All employees and registered agents must be 21 years of age or older, as per 935 CMR 500.030.
2. All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center as per 935 CMR 500.050(5).
3. All retail customers must present valid government-issued ID before being permitted on to sales floor. Entry occurs through a vestibule staffed by a Four Trees agent.
4. Customer ID must be checked once more at retail Point of Sale prior to purchase.
5. NO window displays, NO product depictions, NO overt cannabis references in store name or signage.
6. All products will be packaged in child-resistant containers.
7. Full perimeter and facility video surveillance will prevent and detect diversion.
8. All access areas (doors, windows, etc.) will be hardened and secured.

**PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS  
CCC LICENSE RENEWAL APPLICATIONS # MRR205916 AND MCR140116**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

*Note: Four Trees Holyoke ("FTH") is in the process of a Change of Ownership. Most of the information in the original Personnel Policies document (below) is still applicable. Minor updates have been made to reflect the effect of the upcoming change of ownership, such as removal of an outdated org chart and roles for specific individuals with direct authority.*

---

*Summary.*

In accordance with 935 CMR 500.105(9)(d), Four Trees Holyoke ("FTH") will maintain, at minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures, and;
- All background check reports obtained in accordance with 935 CMR 500.030.

## 1. *Job Descriptions.*

a. *Cultivation Manager.* The Cultivation Manager is responsible for day-to-day implementation and oversight of all cultivation strategies, policies and procedures as directed by the executive management team. Additional duties include, but are not limited to:

- i. Ensuring the proper health, handling and maintenance of all cannabis plants on the premises;
- ii. Maintaining proper seed-to-sale records as they pertain to cultivation processes and cannabis plant and seed inventory;
- iii. Ensuring proper cultivation waste disposal and related recordkeeping;
- iv. Preparing incident reports as needed;
- v. Maintaining all other records as required by 935 CMR 500;
- vi. Direct oversight of all Cultivation Technicians, including scheduling, ensuring their performance and compliance;
- vii. Oversight of all Processing Technicians, including scheduling, ensuring their performance and compliance;
- viii. Maintaining the condition of the cultivation facility and equipment therein, filing maintenance requests with executive management as needed;
- ix. Oversight of all visitors to the cultivation facility not under the direct supervision of executive management, including maintenance personnel as needed;
- x. Implementation of breeding, propagation, and strain selection programs;
- xi. Enforcing all sanitary requirements as per FTH policy and 935 CMR 500;
- xii. Ensuring a proper cure on all trimmed cannabis flower;
- xiii. Ordering Lab Testing on batches of cannabis flower prepared by Processing.

b. *Cultivation Technician.* Under the direction of the Cultivation Manager, Cultivation Technicians will assist in the implementation of all cultivation policies and procedures. Additional duties include, but are not limited to:

- i. Ensuring the proper health, handling and maintenance of all cannabis plants on the premises;
- ii. Assisting the Cultivation Manager in all cultivation recordkeeping procedures as required by FTH policy and 935 CMR 500;
- iii. Maintaining strict sanitary and hygiene requirements to reduce risk of contamination;
- iv. Compliant waste disposal practices.

- c. *Processing Technician.* Processing Technicians are responsible for a variety of tasks following the harvest of cannabis plants. Duties include, but are not limited to:
- i. Proper drying of harvested cannabis plants;
  - ii. Proper trimming and quality control of dried cannabis flower;
  - iii. Recording wet and dry weights of all harvested plants in FTH's seed-to-sale tracking system, as well as the weight of all waste generated during processing;
  - iv. Compliant waste disposal practices;
  - v. Preparing batches for curing and lab testing;
  - vi. Weighing and packaging all cannabis flower, trim and kief for sale at retail and to other licensed marijuana establishments;
  - vii. Maintaining strict sanitary and hygiene requirements to reduce risk of contamination.
- d. *Warehouse Manager.* Under supervision of executive management, the Warehouse Manager is responsible for inventory and tasks related to the handling of product shipments. Duties include, but are not limited to:
- i. Taking regular product inventory as required by FTH policy and regulations under 935 CMR 500, and making inventory reports available to other management staff as needed;
  - ii. Arranging for all incoming and outgoing product and supply shipments as per requests by the Cultivation Manager, Retail Manager or Wholesale Manager, and as required by inventory minimums, and placing and receiving such orders;
  - iii. Ensuring that all shipments meet transportation requirements under 935 CMR 500.105(13), including proper preparation and maintenance of manifests;
- e. *Wholesale Manager.* The Wholesale Manager is responsible for establishing, building and maintaining FTH's outgoing supply chain. This is a position best suited for a highly self-motivated, outgoing individual, preferably with experience in sales and B2B relationship building. Duties include, but are not limited to:
- i. Identifying and effectively communicating with other marijuana establishments that require a supply of craft cannabis in order to generate wholesale sales;
  - ii. Closing wholesale deals;
  - iii. Building and maintaining relationships with existing and potential purchasers;
  - iv. Serving as an effective brand ambassador, in consultation with executive management;

- v. Communicating with the Warehouse Manager, Retail Manager, and Cultivation Manager to properly assess inventory available for wholesale immediately and in the future;
- vi. Arranging for shipment of sales in communication with the Warehouse Manager;
- vii. Assisting in the setup of any FTH product displays in establishments that carry the FTH brand, as needed.

f. *Retail Manager.* The Retail Manager is responsible for overseeing all Retail Sales Associates, the Retail Assistant Manager, and any Security Agents specific to the retail establishment, and managing day-to-day operations of the retail facility. Duties include but are not limited to:

- i. Ensuring customer satisfaction through feedback tools and consultation as needed;
- ii. Implementing and overseeing seed-to-sale inventory tracking;
- iii. Training retail staff as needed;
- iv. Reporting all incidents and complaints to the executive team;
- v. Working with executive management and bookkeeping services as needed to ensure effective and compliant handling of financial data;
- vi. Working with the Warehouse Manager to ensure a steady supply chain;
- vii. Ensuring that all procedural and financial reporting requirements are met in a timely manner;
- viii. Ensuring that the retail facility and parking lot are kept clean and safe;
- ix. Maintaining a positive work environment for retail employees.

g. *Retail Assistant Manager.* Under direct supervision of the Retail Manager, the Retail Assistant Manager is responsible for assisting the Retail Manager in all day-to-day operations, and carrying out the duties of the Retail Manager when said manager is not on the premises. Duties include but are not limited to:

- i. Ensuring customer satisfaction through feedback tools and consultation as needed;
- ii. Overseeing seed-to-sale inventory tracking;
- iii. Assisting in training retail staff as needed;
- iv. Reporting all incidents and complaints to the Retail Manager;
- v. Ensuring that the retail facility and parking lot are kept clean and safe;
- vi. Maintaining a positive work environment for retail employees;
- vii. Acting as Retail Manager on days when the Retail Manager is not on the premises.

h. *Administrative Assistant.* The administrative assistant ensures that company records are kept in an orderly and effective manner, in compliance with CCC, local, state and federal regulations. The administrative assistant reports directly

to executive management or the Director of Compliance. Responsibilities include but are not limited to:

- i. Maintaining an up to date understanding of recordkeeping regulations and policies;
- ii. *Assisting department managers in the preparation and maintenance of compliance records, and;*
- iii. *Assisting department and executive management as otherwise needed during day-to-day operations.*

i. *Retail Sales Associate.* Retail Sales Associates (commonly referred to as “Budtenders”) ensure that each customer receives the appropriate amount of individualized attention in order to address their specific needs, and that their experience is positive. Responsibilities include but are not limited to:

- i. Maintaining a clean, safe environment for customers and fellow employees;
- ii. Answering customer questions regarding marijuana products, and understanding individual customers’ goals;
- iii. Verifying identification for customers seeking access to the retail floor and prior to purchasing;
- iv. Being knowledgeable of strains and products offered by FTH;
- v. Understanding compliance requirements pertaining to FTH procedures and CCC policy, and operating in a compliant manner;
- vi. Understanding sales transactions using the POS Software, including execution of daily recordkeeping tasks related to such transactions;
- vii. Participating in ongoing education and training as required;
- viii. Fulfilling individual orders within FTH's stock room.

j. *Security Agent.* Security Agents monitor FTH's security and surveillance systems, and ensure the safety of customers and other employees. Security Agents are responsible for verifying appropriate forms of identification to ensure that only authorized individuals are permitted access to the FTH facility. Security Agents work with the Warehouse Manager to support the security of inbound and outbound deliveries. Duties include but are not limited to:

- i. Providing leadership in the event of an emergency or threat that jeopardizes customers, visitors or FTH agents;
- ii. Responding to security situations and alarm calls, documenting with incident reports;
- iii. Overseeing the entrance to the facility and ensuring customer, agent and visitor safety;
- iv. Maintaining a visitor log;
- v. Escorting visitors in Limited Access Areas as needed;



- vi. Escorting FTH agents from the facility during non-business hours;
- vii. Performing security checks at regular intervals.
- viii. Support the security of inbound and outbound deliveries.

*k. Executive Roles.*

- i. Executive management works to define the direction and image of the company. They work with heads of all departments as needed. Responsibilities are many and varied, and include but are not limited to creation and enforcement of company policies and procedures, hiring & background checks, training programs, disciplinary actions, security protocols, marketing, recordkeeping, compliance, financial reporting, and communications.

*2. Personnel Records for Each Marijuana Establishment Agent.*

- a. Personnel records for each establishment agent will be maintained throughout employment and for at least 12 months following termination of their affiliation with FTH, including:
  - i. All materials submitted to the CCC as per 935 CMR 500.030(2);
  - ii. Documented verification of agent references;
  - iii. Employment contract which specifies duties & responsibilities, authority, qualifications and supervision;
  - iv. Documentation of all required training including regarding privacy and confidentiality, and a signed statement of the individual who received such training which includes date, time and place of the training, discussed topics, and presenters;
  - v. Periodic performance reviews;
  - vi. Disciplinary or corrective actions taken, and;
  - vii. Notice of completed responsible vendor training and eight hour related duty training.
- b. Access to these records will be restricted to each agent's direct Manager and the executive management team.

*3. Staffing Plan and Safe, Accessible Workplace Policies.*

- a. *Hiring Policies and Goals.* FTH's hiring policies and goals include, but are not limited to the following:
  - i. FTH anticipates a total workforce of 15-25 employees (full-time equivalent), plus executive management staff. Initial staffing has been planned in order to ensure the ability to operate during all currently anticipated business hours (8-hour shifts Monday through Friday for

cultivation operations, and 8-hour shifts 7 days a week for retail operations);

- ii. FTH anticipates hiring and maintaining at least thirty (30) percent of its workforce from within the City of Holyoke. Holyoke is designated as an Area of Disproportionate Impact, and such local hiring will prioritize the employment needs of the community. Local hiring will also serve to reduce the establishment's impact on nearby traffic and parking by encouraging alternative forms of transportation;
- iii. FTH anticipates building a staff that is at least fifty (50) percent female;
- iv. FTH's goal is to employ a workforce representative of the demographics of the surrounding community, including a number of employees fluent in both English and Spanish to better suit the needs of local customers;
- v. FTH's executive management team will regularly work with facility management staff to determine if the company's employment needs are being met, or if vacancies are anticipated;
- vi. FTH will hire and operate in compliance with Equal Employment Opportunity Commission (EEOC) regulations for small business, including but not limited to provisions which fight discrimination based on race, color, religion, sex, place of origin, or disability, and which ensure equal pay for equal work;
- vii. All employment, as per Massachusetts laws, is to be considered "At Will". As such, employment may be terminated by FTH or any employee at any time for any legitimate purpose;
- viii. All prospective employees must undergo mandatory background checks and reference checks, and;
- ix. Wages offered to all employees will meet or exceed State and Federal minimum wage requirements.

b. *Discrimination and Harassment.* It is the goal of FTH to create and maintain a positive, supportive, and productive work environment. FTH will not tolerate harassment or discrimination against any employee or customer.

- i. Discrimination against an individual on the basis of race, color, religion, sex, place of origin, disability, or other protected trait, will be condemned and immediately addressed with appropriate disciplinary action.
- ii. Harassment includes physical or verbal actions which have the purpose or effect of creating an intimidating, hostile, or offensive working environment; or which demean, humiliate, or embarrass a person. Such action will be also condemned and immediately addressed with appropriate disciplinary action.

c. *Weapons and Violence.*

- i. Under no circumstances will employees or customers be allowed to carry weapons onto the premises.
  - 1. Any employee found carrying a weapon will be immediately terminated.
  - 2. Any customer found carrying a weapon will be asked to leave the premises, and local law enforcement will be notified if required.
- ii. Any act of violence on the premises will result in the contact and involvement of local law enforcement. Should such an act be carried out by an employee, they will be immediately terminated.
- iii. Incidents involving weapons or violence which require the contact of law enforcement will be documented as required in Incident Reports as per 935 CMR 500.110(9).

#### 4. *General Personnel Policies.*

- a. *Disciplinary Policies.* FTH's discipline procedures, outlined below, are designed to provide a structured corrective action process to address an agent's performance and behavioral problems. These procedures may be updated as needed.
  - i. *Disciplinary Action Phases.*
    - 1. *Verbal Warning & Counseling (Disciplinary Phase 1).* The immediate supervisor will schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. They will discuss with the employee the nature of the problem or violation of company policies. The supervisor will clearly outline expectations and steps the employee must take to improve performance or resolve the problem. Within five business days, the supervisor will prepare a written record of this Phase 1 meeting, which the employee will be asked to sign in order to demonstrate the employee's understanding of the issues and the corrective action needed. A copy of this documentation, and documentation of any disciplinary or corrective action will be given to the employee, and a copy will be kept with that employee's personnel records.
    - 2. *Written Warning (Disciplinary Phase 2).* Should the issue addressed in Phase 1 not be adequately corrected, FTH will issue a formal Written Warning. The immediate supervisor and a department manager or executive manager will meet with the employee and review any additional incidents or information about the insufficiently addressed issues and prior corrective actions taken. Management will outline the consequences for the

employee of their continued failure to meet expectations. A formal Performance Improvement Plan (PIP) will be issued within five business days, requiring the employee's immediate and long-term corrective action. The written warning may also inform the employee that they may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken.

3. *Final Written Warning & Suspension (Disciplinary Phase 3)*. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation. Such a suspension must be approved by executive management. Depending upon the seriousness of the infraction, the suspension may be unpaid, in full day increments. Hourly employees may not substitute or use paid vacation or sick days in lieu of unpaid suspension. Pursuant to the Fair Labor Standards Act (FLSA), unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. Executive Management will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status. Pay may be restored to the employee if an investigation of the infraction absolves the employee.
4. *Recommendation for Termination of Employment (Disciplinary Phase 4)*. Management's recommendation to terminate employment must be approved by executive management. Generally, FTH will first exercise the above disciplinary phases before proceeding to a recommendation to terminate employment. However, employees may be terminated without prior notice or disciplinary action. Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between FTH and its employees.
5. FTH reserves the right to combine or skip disciplinary phases depending upon facts and nature of each situation. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on FTH's organization.

ii. *Employee Disciplinary Appeal Process.*

1. Employees will have the opportunity during the above phase meetings to present information that may challenge information management has used to issue disciplinary action, in order to provide insight into circumstances that may have contributed to the issues while allowing for an equitable solution.
  2. If the employee does not present this information during any of the phase meetings, they will have five business days after that meeting to present information.
- iii. Intoxication at work, acts of violence, theft, or other behavior that is illegal is not subject to the above disciplinary phases and may be reported to local law enforcement. Such acts may be grounds for immediate termination.

*b. Compensation & Advancement.*

- i. FTH intends to fairly compensate its workforce for the value of the work provided. Determination of compensation will be made by the executive management team, and will be based upon FTH's best understanding of compensation for comparable positions, and resources available.
- ii. Key personnel may receive additional compensation in the form of stock incentives.
- iii. Executive management is responsible for assessing, adjusting and allocating funds to salaries & wages, benefit plans, bonuses, or incentive-based pay. Updates to compensation will be considered annually.
- iv. FTH seeks to promote from within wherever possible. Advancement or promotions will generally be considered within each department, but may occur at the recommendation and approval of executive management and management where applicable. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

*c. Job Classification.*

- i. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.
  1. The Executive Management team ensures that all departments are properly executing their functions and responsibilities. This team includes positions such as CEO, COO and Director of R&D.

The CEO further defines and implements company vision, goals and strategy.

2. The Management team is responsible for direct oversight of day-to-day tasks, including oversight of all relevant non-management employees within their departments. They are generally responsible for ensuring proper compliance and reporting during regular operations. Management operates under the direction of executive management. This tier includes the Cultivation, Retail, Warehouse and Wholesale Managers.
3. Non-management employees perform day-to-day tasks under supervision of the above management personnel.

*d. Work Scheduling.*

- i. Work schedules will depend on the specific position, and will be either part-time hourly, full-time hourly, or salaried.
- ii. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. Department managers will also ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary overtime coverage.

*e. Holiday Schedule.*

- i. FTH anticipates observing the following work holidays:
  1. New Year's Day;
  2. Labor Day;
  3. Thanksgiving Day, and;
  4. Christmas Day.
- ii. FTH reserves the right to alter its observed work holiday schedule.

*f. End of Employment and Rehiring.*

- i. *Separation by Resignation.* An employee may voluntarily end their employment with FTH. The employee must provide a minimum of two (2) weeks' notice to their supervisor prior to resignation. The supervisor will notify executive management. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

- ii. *Separation by Retirement.* Should an FTH employee wish to retire, they must provide at least two (2) weeks notice to their supervisor. They are however encouraged to provide additional notice, in order for FTH to prepare special retirement recognition.
- iii. *Separation by Abandonment.* An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify executive management at the expiration of the second workday and initiate the paperwork to terminate the employee. Such employees are ineligible for rehire.
- iv. *Separation by Termination.* As employees of FTH are employed on an at-will basis, the company retains the right to terminate an employee at any time.
- v. *Separation Due to Reduction in Workforce.* An employee may be "laid off" due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.
- vi. *Exit Interview.* When an employee separates from FTH, their direct supervisor must schedule an exit interview, typically to take place on employee's last workday, or otherwise as mutually agreed upon between the employee and supervisor.
- vii. *Return of Property.* Any separating employee must return all company property at the time of separation. Failure to return certain items, including but not limited to ID badges, keys and electronic devices, may result in deductions from their final paycheck. An employee will be required to sign a Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.
- viii. *Termination of Benefits.* Any employee voluntarily separating from FTH is eligible to receive benefits provided that the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Any accrued vacation and sick leave will be paid in the last paycheck.
  - 1. Health insurance will terminate on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

- ix. *Rehiring Former Employees.* Former employees may be considered for reemployment, if they had left the company in good standing and were classified as eligible for rehire. An application must be submitted to the department manager, and the applicant must meet all minimum qualifications and requirements of the position. Department managers must obtain approval from executive management prior to rehiring a former employee. Rehired employees are treated as new employees in terms of benefits, tenure or longevity.
- g. *Leave.* FTH leave policies will comport with all state and federal statutes. The following policies are subject to change under the direction of executive management:
  - i. *Paid Time Off ("PTO").* FTH anticipates that all employees will accrue PTO hours. Full-time and part-time employees accrue PTO hours at different rates and have different accrual limits.
    1. Full-time and salaried Employees may accrue up to eighty (80) hours of paid time off at any given time. Part-time employees may accrue up to forty (40) hours of PTO at any given time.
    2. PTO hours for full-time and salaried employees accrue at a rate of four (4) hours per full bi-weekly pay period, beginning after ninety (90) days of employment. PTO hours for part-time workers accrue at a rate of one (1) hour per every thirty (30) hours worked, beginning after ninety (90) days of employment.
    3. Employees must use PTO when taking time off from work for any reason besides maternity leave, and PTO can be taken in increments as low as one hour.
    4. All PTO requests are subject to supervisor approval as well as team or department staffing needs. FTH understands that unscheduled absences occasionally happen; however, when possible, PTO should be scheduled in advance. If the frequency of unscheduled absences becomes excessive, corrective actions will be taken, up to and including termination.
    5. Employees must use their PTO hours according to their normal workday. For example, if they work an eight-hour day and need to take off a full day, they must request eight hours of PTO. PTO is paid at their regular pay rate and is not subject to overtime.
    6. Employees may use their PTO accruals in the pay period following completion of 90 days of employment. All hours they accrue after that time can be used in the pay period following the period they are accrued in.
    7. Accruals are based upon paid hours of up to 2,080 hours (40 hours per week) per year, excluding overtime. If an employee



works fewer than 40 hours per week, but at least 32 hours per week, they will earn prorated PTO hours.

8. Every December, employees can elect to cash out up to a maximum of 80 hours of the unused PTO they earned over the past year, providing that at least 40 hours of leave remain to cover unplanned absences.

ii. *Maternity Leave.* FTH anticipates providing paid maternity leave for adoptive and natural mothers as a benefit of employment. To be eligible for these benefits, an employee must; have worked full time for FTH for a minimum of 12 continuous months, and; be in good employment standing with FTH (i.e. not on probation or suspension). These benefits are subject to change as needed by executive management.

1. Employees must request maternity leave a minimum 30 days in advance if possible. If this is not possible, employees must place their request ASAP once they have become aware of it.
2. Employees will receive a percentage of their salary for the first 8 weeks of maternity leave, based upon their tenure with FTH as follows:
  - a. 40% of salary for tenure between 12 months and 36 months;
  - b. 60% of salary for tenure between 36 months and 60 months, and;
  - c. 80% of salary for tenure greater than 60 months.
3. Employees may use available/accrued PTO & sick leave time, which are paid 100% of their salary amount.
4. Employees may request up to 4 weeks of additional unpaid maternity leave. Total maternity leave time should not exceed 12 weeks.
5. FTH will continue to cover the employee's health insurance premiums during their maternity leave given that they do return to work for FTH as previously agreed upon.
6. Prior to the start of maternity leave, the employee and FTH will create a return to work plan that also includes the leave time. The employee is expected to communicate with FTH if the leave plan or return to work plan needs to change while on leave.

iii. Additional leave will not be paid and must be approved by the department manager at least 2 weeks in advance.

- h. *Health Insurance.* FTH will comply with state and federal regulations regarding the implementation of a company health insurance plan.
  - i. *Workplace Attire.* The required attire for registered agents at FTH varies based upon required duties, and will be addressed during the onboarding process. Department managers will be responsible for ensuring compliance with all requirements.
  - j. *Employee Breaks.* Daily breaks, including lunch breaks, will comply with Massachusetts laws.
  - k. *Mandatory Safety Meetings.* There will be reoccurring mandatory company-wide meetings on a monthly basis in order to administer safety training as mandated by the City of Holyoke Police Department. Management and executive management will dictate the format and scheduling of such meetings. Attendance at such meetings will be documented.
  - l. *Performance Reviews.* Performance reviews will be conducted by executive or department managers at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's personnel file. Reviews will account for positive performance and areas requiring improvement.
  - m. *Investigations.* FTH will design and implement procedures to investigate incidents or complaints to stay in compliance with CCC regulations and company policy.
  - n. FTH will maintain a set of written personnel policies which will address at least the information outlined and provided in this document.
5. *Alcohol, smoke and drug-free workplace policies.* Pursuant to 935 CMR 500.105(1), FTH will maintain a set of alcohol, smoke and drug-free workplace policies. The objective of these policies is to identify and remove the adverse affects of alcohol and drugs on job performance, and to protect the health and safety of employees. Use and misuse of alcohol or drugs can and does impair the ability of an employee to perform his/her duties and may endanger the employee, his/her co-workers, and the public as well as property. FTH seeks to prevent the use/abuse/misuse of drugs and alcohol by employees in any way which impairs their ability to perform their duties. The following policies are subject to amendment and expansion as needed on an ongoing basis by FTH executive management:
- a. Cannabis use or consumption is prohibited on the premises, including vehicles, lockers and parking lots, pursuant to City of Holyoke Police Department mandate.

- b. Tobacco smoking is prohibited within the Establishment, as well as within 20 feet of the building.
  - c. Alcoholism and other drug addictions are recognized as diseases responsive to proper treatment, and this will be an option as long as the employee cooperates.
  - d. The manufacture, distribution, dispensing, possession, sale, purchase or use of a controlled substance on company property is prohibited, with the exception of products produced and sold as part of FTH's licensed cannabis operations within the Establishment.
  - e. Being under the influence of alcohol or illegal drugs on company property is prohibited. The unauthorized use or possession of prescription drugs or over-the-counter drugs in the Establishment is prohibited.
  - f. Search procedures, conducted under reasonable cause or suspicion, (Supported by evidence strong enough to establish that a Policy violation has occurred) such as inspections of employee's personal property including briefcases, lunch boxes, or tool boxes, will be maintained as part of the company's security measures. All employees will be expected to cooperate as a condition of continued employment with special drug/alcohol searches of personal vehicles on company property, purses, clothing, briefcases, or other employee personal property when there is reasonable suspicion to believe that an employee may be in possession of drugs or alcohol. Employee possession of legally-obtained cannabis products in forms and amounts within legal guidelines and limits is allowed on premises (but not within the building) provided such products are kept safely out of public view within securely locked personal vehicles. Searches on company premises and company property can be conducted at any time.
  - g. Although employees will not be subjected to random fitness for duty examinations as a result of the Policy, any employee involved in a work related accident may be subject to urine and breath testing.
  - h. Employees who violate this Policy are subject to appropriate disciplinary action including termination.
  - i. The Policy applies to all employees of the company regardless of rank or position and includes temporary and part-time employees.
6. All prospective FTH agents must undergo background checks as required under 935 CMR 500.030 and 935 CMR 500.101(1)(b). Such documentation will be maintained within each agent's personnel record.
7. Pursuant to 935 CMR 500.105(1)(m), FTH will immediately dismiss any Marijuana Establishment Agent who has:

- a. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission within 24 hours of such an incident;
  - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission within 24 hours of such an incident, or;
  - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction.
8. Pursuant to 935 CMR 500.105(1)(I), all Confidential Information, including but not limited to M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 94I, § 3, will be maintained in a secure limited-access location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

**QUALIFICATIONS AND TRAINING FOR AGENTS WHO WILL BE EMPLOYEES  
CCC LICENSE RENEWAL APPLICATIONS # MRR205916 AND MCR140116**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

Four Trees Holyoke (“FTH”) will ensure that all employees hired to work at our facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

*Qualifications.*

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

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

*Training.*

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

Prior to final licensure, all of FTH’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. FTH’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. FTH’s owners, managers, and employees will then successfully complete the program once every year thereafter.

FTH will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. FTH’s records

of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - a. Local and state licensing and enforcement;
  - b. Incident and notification requirements;
  - c. Administrative and criminal liability and license sanctions and court sanctions;
  - d. Waste disposal and health and safety standards;
  - e. Patrons prohibited from bringing marijuana onto licensed premises;
  - f. Permitted hours of sale and conduct of establishment;
  - g. Permitting inspections by state and local licensing and enforcement authorities;
  - h. Licensee responsibilities for activities occurring within licensed premises;
  - i. Maintenance of records and privacy issues; and
  - j. Prohibited purchases and practices.

**ENERGY COMPLIANCE PLAN**  
**CCC LICENSE RENEWAL APPLICATIONS # MRR205916 AND MCR140116**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE : TIER 1 CULTIVATOR & ADULT-USE RETAILER

The following is a summary of Four Trees Holyoke (“FTH”)’s plan for energy compliance in accordance with 935 CMR 500.000 et seq. This plan may be updated as future operations and facility needs may require.

*1. Building and Energy Compliance.*

- a. As per 935 CMR 500.120(11), FTH will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control.
- b. FTH will cultivate in a pre-existing mill building constructed originally at the turn of the 20th century in Holyoke as a paper and metal goods factory. As such, FTH will ensure that the part of the structure in which cultivation is to occur meets minimum Factory Industrial F-1 building code requirements for envelope insulation as per 935 CMR 500.120(11)(a).
- c. FTH is leasing space for its cultivation operation in a building which may later house other licensed cultivation or manufacturing establishments, and as such does not have full control over the entire building and property, including the addition or placement of renewable resource generating infrastructure on the premises, in consideration of 935 CMR 500.105(15)(b). The City of Holyoke runs on its own, independent renewable hydroelectric power grid, which will provide all of the electricity supply for FTH’s operations. This power source utilizes the clean potential energy of the Connecticut River which runs by and through the city. As of 2016, 85 to 90% of the energy delivered to customers by Holyoke Gas & Electric was carbon neutral, with a goal of 100% neutrality by the next decade.
- d. FTH intends to use liquid-cooled horticultural LED lighting fixtures manufactured by GS Thermal Solutions (soon to be “*Adaptiiv*”) to provide photosynthetic energy to cannabis plants. Lights will be mounted directly above plants in multi-tiered archive racks in flower and vegetative rooms, and will be mounted in a single-tier ceiling array in the mother room (long-term vegetative for propagation uses). Each GSTS-640 fixture (mounted in racks) covers sixteen (16) square feet of

actual cultivation canopy. Using 650 Watts each, this results in an absolute maximum consumption of 40.625 Watts per square foot of flower canopy for horticultural lighting, which is in compliance with the maximum wattage per square foot (HLPD, or Horticultural Lighting Power Density) for a Tier 1 cultivation establishment as defined in 935 CMR 500.120(11)(b)(1). Lighting density will not exceed this arrangement in any room, and will be significantly less in other zones. Vegetative zones will require less light intensity than flower, resulting in significantly lower wattage per square foot than the aforementioned 40.625W. A ceiling array in a Mother room will use 950W fixtures, each lighting a 6' x 6' canopy area (resulting in a maximum of 26.39 Watts per square foot in this zone). See APPENDIX A: HORTICULTURAL LIGHTING SPEC SHEET for further information on these fixtures, including UL/IP certifications.

- i. Liquid cooling, designed to replicate technology common to large data centers, allows 90 percent of all waste heat generated by FTH's horticultural lighting to be removed directly from grow rooms by water circulation. This greatly reduces the need for traditional air conditioning required compared to all other horticultural lighting systems, LED, HPS and Ceramic included, as well as reduces the size of required HVAC systems and related ducting. Additionally, the ease in transporting this waste heat via liquid lines allows it to be reused in other areas of the facility, creating opportunities for further energy use reduction in consideration of 935 CMR 500.105(15). Such opportunities include;
  1. Reusing waste heat generated by lights in one grow room in order to heat the air in another grow area. This process may be used to greater effect in combination with alternating lighting schedules. FTH plans to stagger lighting schedules between rooms in flowering cycles in order to reduce electrical demand in consideration of 935 CMR 500.105(15)(c). In such a scenario, one grow room housing flowering cannabis plants would receive light for twelve hours per day, while the adjacent room housing flowering plants would be dark. Immediately upon the completion of this first twelve hour cycle, the room having received light would go dark, with the previously dark room now receiving light for twelve hours. This alternation prevents the electricity demand for these two rooms from reaching peak simultaneously. Additionally, while the room with lights on may need heat removed, the room with lights off may need heat added. This is easily accomplished by tapping into heat absorbed by the liquid lines servicing the active fixtures.
  2. The aforementioned waste heat held within the liquid lines may also be used to reheat cold air coming off condenser coils used to cool and dehumidify grow room air. This greatly increases the



energy efficiency of the air conditioning and dehumidification (HVAC) system, and reduces demand for electricity or gas in heating in consideration of 935 CMR 500.105(15)(a).

- ii. Adaptiivs' second generation of horticultural LED lighting fixtures produce light at the highest efficiency of any fixture available for commercial purchase, reaching 2.7  $\mu\text{mol/J}$  in actual operation at maximum wattage (950W fixture). As such, FTH anticipates potentially operating these fixtures at further reduced output, using less power in order to supply plants beneath with a proper amount of light. This reduction in necessary output translates directly to reduced power consumption in consideration of 935 CMR 500.105(15)(a).
- iii. The reduction in HVAC infrastructure from the usage of the GS Thermal Solutions lighting system results in a considerable reduction in duct surface area compared with other cultivation establishments, which greatly reduces the risk and mitigation requirements of systemic mold and mildew problems, or any other persistent airborne contaminant that would otherwise require sterilization of ducts, and represents an infrastructure based consideration of contamination-reduction best practices as per 935 CMR 500.120(9).
- iv. FTH will establish and document safety protocols to protect workers and consumers (e.g. eye protection near this operating horticultural lighting equipment) pursuant to 935 CMR 500.120(11)(d).
- e. FTH will engage with Holyoke Gas & Electric (municipal utility provider) for any energy efficiency programs they may qualify for pursuant to M.G.L. c. 25 § 21 and as per 935 CMR 500.105(15)(d). Such programs may include zero interest financial assistance for energy-saving building and equipment improvements, solar installation incentives (if such installation becomes applicable), and commercial energy audits.
- f. FTH will ensure that installed HVAC and dehumidification systems meet Massachusetts building code, and will verify this with a letter written by a mechanical engineer licensed in the Commonwealth pursuant to 935 CMR 500.120(11)(c).
- g. Prior to final licensure and pursuant to 935 CMR 500.120(11)(f), FTH will have a Massachusetts licensed engineer or architect write a letter documenting energy compliance with 935 CMR 500.120(11), and will include supporting documentation and building plans as required under 935 CMR 500.
- h. FTH's cultivation facility will be designed and built in such a manner that all phases of the cultivation, processing and packaging of marijuana shall take place

in a designated area that is not visible from a public place without the use of binoculars, aircraft, or other optical aids, pursuant to 935 CMR 500.120(4).

- i. As per 935 CMR 500.120(11), FTH shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.
  - i. Upon applying to renew their license under 935 CMR 500.103(4), FTH will include a report of their energy and water usage over the 12-month period preceding the date of application, pursuant to 935 CMR 500.120(11).

## **APPENDIX A: HORTICULTURAL LIGHTING SPEC SHEET**



THERMAL  
SOLUTIONS



# The GS Difference

GS Thermal Solutions has taken a holistic engineering & horticulture approach to growing indoor cannabis. We have designed a highly efficient, purpose built system, that fully integrates the key components of a grow operation (Lights, Dehu/Cooling, and Full Facility Controls): significantly reducing your total facility energy consumption, and eliminating the daily "trial & error" strategies to manage your equipment & environment.



# GS THERMAL LIQUID COOLED LEDs



## DESIGNED FOR TIERED GROWS & VEG GSTS 640W

Significantly reduces heat stratification and micro-climates in tiered grows, full spectrum control, shadow-less technology.

1755  
umols/s

PF

4X4

COVERAGE  
AREA



## POWERFUL & EFFICIENT GSTS 1000W

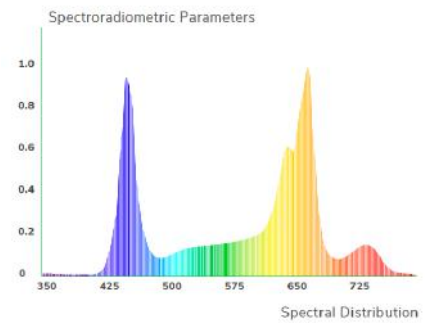
Outperforms 1000W HPS in both PPFD and efficiency, full spectrum control, shadow-less technology, SAAM Enabled.

2565  
umols/s

PF

5X5

COVERAGE  
AREA



The GS light spectrum range is optimized for cannabis cultivation, 400nm – 780nm (capturing the "Emerson Effect")



### FULL SPECTRAL CONTROL

Enables customization of light spectrum & intensity, allowing grower to create unique light recipes for specific genetics & stages of plant growth.



### REDUCE RADIANT WASTE HEAT

Liquid Cooled LED removes up to 90% of waste heat out of grow environment.



### SUPPLEMENTAL HEATING

This heat can be reclaimed & repurposed to further improve the overall system efficiency.



# PURPOSE DESIGNED PURPOSE BUILT



## GSTS640



### Specifications

<b>Efficiency:</b> 2.5 umol/j	<b>Capacity:</b> 650W (controllable 60W-650W)
<b>PF</b> – 1,755 umols/s	<b>Voltage:</b> 120-277 VAC , 50/60Hz
<b>Light Spectrum:</b> 400nm – 780nm	<b>Current:</b> 5.4A @ 120V / 2.7A @ 240V / 2.3A @ 277V
<b>Coverage Area:</b> 4x4	<b>Dimension:</b> 38.5" (W) x 42.5" (L) x 4" (H)
<b>Certifications:</b> UL 1598, UL 8800, UL 8750	<b>Life Expectancy:</b> 150,000+ hrs
<b>Warranty:</b> 3 year standard warranty	<b>Ingress Protection:</b> IP 65 (Dust tight and water proof)
<b>Communication:</b> Built in DMX controller, BacNet	<b>Flow Rate:</b> 0.25 GPM
<b>Plug-in:</b> 12V	<b>Liquid Heat Rejection:</b> ~320 Watt (1100 Btu/hr)

## GSTS1000



### Specifications

<b>Efficiency:</b> 2.7 umol/j	<b>Capacity:</b> 950W (controllable 60W-950W)
<b>PF</b> – 2,565 umols/s	<b>Voltage:</b> 120-277 VAC , 50/60Hz
<b>Light Spectrum:</b> 400nm – 780nm	<b>Current:</b> 7.9A @ 120V / 4.0A @ 240V / 3.4 A @ 277V
<b>Coverage Area:</b> 5x5	<b>Dimension:</b> 38.5" (W) x 42.5" (L) x 4" (H)
<b>Certifications:</b> UL 1598, UL 8800, UL 8750	<b>Life Expectancy:</b> 150,000+ hrs
<b>Warranty:</b> 3 year standard warranty	<b>Ingress Protection:</b> IP 65 (Dust tight and water proof)
<b>Communication:</b> Built in DMX controller, BacNet	<b>Flow Rate:</b> 0.35 GPM
<b>Plug-in:</b> 12V	<b>Liquid Heat Rejection:</b> ~500 Watt (1706 Btu/hr)



# POWER, EFFICIENCY & CONTROL



**SHADOW-LESS  
TECHNOLOGY**

**FULL SPECTRUM  
CONTROL**

**HEAT  
RECLAMATION**

**90% LIGHT WASTE  
HEAT REMOVAL**

## Construction

The high quality light bars are made from durable extruded aluminum and include integrated fluid cooling channels. The lights frame and housings are fabricated with galvanized, powder coated sheet metal to ensure the durability of the fixture. The entire unit is rated IP65, providing a dust proof and water tight fixture suitable for grow environments.

## Electrical

The broad range AC input voltage (110VAC to 277VAC) adapts to both individual or industrial applications. Independent spectral intensity control available in both manual and digital control offers unmatched flexibility to adapt to any grow style and facility setting.

**DIVERSITY PLAN**  
**CCC LICENSE RENEWAL APPLICATIONS # MRR205916 AND MCR140116**

FOUR TREES HOLYOKE  
1 CABOT STREET, HOLYOKE, MA 01040  
AT THIS SITE: TIER 1 CULTIVATOR & ADULT-USE RETAILER

1. STATEMENT OF PURPOSE.

Four Trees Holyoke (“FTH”) believes in creating a policy of inclusivity, diversity and equity. Although the modern concept of equality dictates that everybody is *allowed* to participate in an emerging industry such as Adult Use Cannabis, it is often the case that only those that had safe access in the first place now have the resources and support infrastructure to enter into and succeed in such an environment. Our goal is to encourage meaningful participation in the Cannabis industry for traditionally underserved communities, including women, people of color, veterans, persons with disabilities, and LGBTQ+. We aim to do this through diverse hiring and purchasing practices, tapping into and supporting the unique demographics of the City of Holyoke. FTH recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community.

2. GOALS.

FTH intends to demonstrate a commitment to diversity and equity through local and targeted hiring practices, as well as purchasing preferences.

First, we believe that our workforce should reflect the makeup of the community around us, and intend to meet or exceed the following goals:

*GOAL 1:* FTH intends to hire at least 50% women at its Holyoke facilities.

*GOAL 2:* FTH intends to hire and create a diverse workforce comprised of approximately; (i) 15% individuals who identify as Persons of Color, specifically Black, African American, Latinx and Indigenous Peoples; (ii) 5% Veterans; (iii) 5% Persons with Disabilities, and; (iv) 5% individuals who identify as LGBTQ+.

The City of Holyoke is unique in that its population is actually majority Hispanic and Latinx rather than non-Hispanic (53.9% of the total population according to DATA USA’s information from 2019). We feel that it is critical to represent the Hispanic and Latinx communities heavily in our workforce if possible, as this would not only present job opportunities to a traditionally underserved and disproportionately impacted population, but would be better reflective of the demographic makeup of the City around us.



Second, we believe that equity entails providing opportunity for economic participation among under-represented communities outside of strictly hiring practices. We therefore intend to meet or exceed the following goal:

**GOAL 3:** FTH intends to source at least 10% of its supplies (by cost) from businesses owned or operated by either (i) Women; (ii) Minorities and Persons of Color; (iii) Veterans; (iv) Persons with Disabilities, or; (v) LGBTQ+ Individuals.

### 3. STRATEGIES / PROGRAMS.

#### *Hiring.*

FTH will establish and maintain an inclusive and diverse workforce to serve its customers through the recruitment of underrepresented and minority communities.

FTH's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and include the following steps:

1. Developing relationships with organizations serving minorities, women, LGBTQ+, veterans, and persons with disabilities for employment referrals. FTH's relationship with the local nonprofit One Holyoke CDC in particular will facilitate the recruitment of local minority and underrepresented candidates;
2. Providing briefings to representatives from recruitment sources concerning current and future job openings;
3. Encouraging employees from diverse groups to refer applicants for employment;
4. Ensuring that job openings are sent to community partners. FTH will post all available jobs as they become available with One Holyoke CDC in addition to any other local or online recruitment sources (eg. *Indeed* and *ZipRecruiter*) as well as community message boards such as those located at YMCA's, churches, and local grocery stores;
5. Ensuring that all job postings contain a statement similar to the following: *"Four Trees Holyoke is an equal opportunity employer, and is looking to hire qualified candidates from underrepresented communities, including women, people of color, veterans, LGBTQ+, and persons with disabilities,"* and;
6. On a quarterly basis beginning upon commencement of hiring, FTH will place an advertisement in a newspaper of local circulation, *The Republican*, stating that the establishment is seeking qualified candidates, including women, people of color, LGBTQ+ and persons with disabilities to work for the establishment.

Additionally, in order to incentivise employment of local residents who are likely to fall within our target demographics, FTH intends to partially or fully subsidize the cost of public transportation (e.g. bus passes) for any employee within the effective area of such services.

Our establishment falls within the reach of two local public bus routes. It is our intent not to exclude qualified job candidates from the area simply because they do not own their own vehicle, which may be a limiting factor to some City residents.

#### *Sourcing.*

Using information made publicly available on the Commission's website, resources such as the Supplier Diversity Office, and our individual networks, FTH intends to identify a number of available candidates who are either certified DBE's or who can prove significant ownership or management by individuals who fall in GOAL 3's target demographics, to supply necessary goods and services to our business.

#### 4. MEASUREMENTS.

##### *Goals 1 and 2.*

On an ongoing basis and upon license renewal, FTH will count the number of employees hired who are women, minorities/persons of color, veterans, LGBTQ+, or individuals with disabilities. This number will be assessed from the total number of individuals hired to ensure that the percentage of all individuals hired fall within the hiring goals outlined above.

FTH will assess this percentage upon every staffing change and upon license renewal in order to remain on-target. Responsibility for maintaining and preparing these assessments shall fall on the organization's Director of Compliance, using data furnished by FTH's Retail and/or Cultivation Manager(s). FTH shall also maintain records of any employee participating in our initiative to subsidize use of public transportation.

Upon license renewal, FTH will prepare a report outlining its level of success in meeting the stated hiring goals, and will make any necessary adjustments to achieve realistic and meaningful targets.

##### *Goal 3.*

On an ongoing basis and upon license renewal, FTH will track the amount of money spent on supply purchases and contractor services, as well as whether or not the supplier of said goods or services meets one of the following criteria:

- (a) Supplier is a certified DBE;
- (b) Supplier is majority-owned (>50%) in aggregate by women, people of color, veterans, persons with disabilities, or LGBTQ+, or entities which can prove majority ownership by individuals within the aforementioned demographic categories;

- (c) Supplier's CEO, or a majority of its executives or board of directors, are women, people of color, veterans, persons with disabilities, or LGBTQ+.

Prior to license renewal, FTH shall prepare a report detailing funds spent on purchasing supplies and contractor services, and will define the percentage of such expenditures that went to suppliers meeting the aforementioned criteria.

## 5. ACKNOWLEDGEMENTS.

- (a) The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively.
- (b) Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- (c) FTH acknowledges that the progress or success of its Diversity Plan must be documented upon license renewal (one year from provisional licensure, and each year thereafter).