



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283231
Original Issued Date: 10/19/2020
Issued Date: 10/19/2020
Expiration Date: 10/19/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Caregiver-Patient Connection LLC/d.b.a. Local Roots

Phone Number: 978-621-3567

Email Address: dean@theconnection.community

Business Address 1: 365 Main St

Business Address 2:

Business City: Sturbridge

Business State: MA

Business Zip Code: 01566

Mailing Address 1: 910 Boston Post Rd., Ste. #310

Mailing Address 2:

Mailing City: Marlborough

Mailing State: MA

Mailing Zip Code: 01752

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: 12.25 Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: Dean

Last Name: Iandoli

Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 12.25 Percentage Of Control: 25

Role: Owner / Partner Other Role:

First Name: Catherine Last Name: Trifilo Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 20.25 Percentage Of Control: 25

Role: Owner / Partner Other Role:

First Name: Michael Last Name: Staiti Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 20.25 Percentage Of Control: 25

Role: Owner / Partner Other Role:

First Name: Richard Last Name: Olstein Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 5 Percentage Of Control:

Role: Other (specify) Other Role: COO

First Name: Anthony Last Name: Brach Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: Percentage Of Control:

Role: Other (specify) Other Role: Director of Cultivation

First Name: Kelsey Last Name: Brach Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: Percentage Of Control:

Role: Other (specify) Other Role: Director Of Security

Date generated: 03/25/2021

First Name: Ronald Last Name: L'Ecuyer Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership: 30

Entity Legal Name: CPC Equity LLC Entity DBA: DBA City:

Entity Description: CPC Equity was formed as a single purpose entity to act as the investment entity into Caregiver-Patient Connection LLC.

Foreign Subsidiary Narrative:

Entity Phone: 508-229-7827 Entity Email: mikestaiti@keystonedev.net Entity Website:

Entity Address 1: 910 Boston Post Rd., Ste#310 Entity Address 2:

Entity City: Marlboro Entity State: MA Entity Zip Code: 01752

Entity Mailing Address 1: 910 Boston Post Rd., Ste.#310 Entity Mailing Address 2:

Entity Mailing City: Marlboro Entity Mailing State: MA Entity Mailing Zip Code: 01752

Relationship Description: CPC Equity, LLC is listed as the only investor with Caregiver-Patient Connection LLC. CPC Equity, LLC has 30% profit and loss ownership of Caregiver Patient Connection, LLC but no direct or indirect authority over the management, policies, security operations or cultivation operations of Caregiver-Patient Connection LLC.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Michael Last Name: Staiti Suffix:

Types of Capital: Monetary/ Other Type of Total Value of the Capital Provided: Percentage of Initial Capital:

Equity Capital: \$800000 12.3

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Richard Last Name: Olstein Suffix:

Types of Capital: Monetary/ Other Type of Total Value of the Capital Provided: Percentage of Initial Capital:

Equity Capital: \$800000 12.3

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: CPC Equity LLC Entity DBA:

Email: mikestaiti@keystonedev.net Phone: 617-593-2130

Address 1: 910 Boston Post Rd., Ste.#310 Address 2:

City: Marlboro State: MA Zip Code: 01752

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$6500000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Dean	Last Name: Iandoli	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 2

First Name: Catherine	Last Name: Trifilo	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 3

First Name: Michael	Last Name: Staiti	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 4

First Name: Richard	Last Name: Olstein	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 5

First Name: Anthony	Last Name: Brach	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 6

First Name: Kelsey	Last Name: Brach	Suffix:
Marijuana Establishment Name: Caregiver Patient Connection LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 7

First Name: Ron	Last Name: L'Ecuier	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 8

First Name: Dean	Last Name: Iandoli	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 9

First Name: Catherine	Last Name: Trifilo	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 10

First Name: Michael	Last Name: Staiti	Suffix:
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Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Retailer
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA

Individual 11

First Name: Richard	Last Name: Olstein	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 12

First Name: Kelsey	Last Name: Brach	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Retailer	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 13

First Name: Anthony	Last Name: Brach	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 14

First Name: Ronald	Last Name: L'Ecuyer	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Retailer	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 15

First Name: Dean	Last Name: Iandoli	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 16

First Name: Catherine	Last Name: Trifilo	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 17

First Name: Michael	Last Name: Staiti	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 18

First Name: Richard	Last Name: Olstein	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 19

First Name: Kelsey	Last Name: Brach	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 20

First Name: Anthony	Last Name: Brach	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 21

First Name: Ronald	Last Name: L'Ecuyer	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 22

First Name: Dean	Last Name: Iandoli	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 23

First Name: Catherine	Last Name: Trifilo	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 24

First Name: Michael	Last Name: Staiti	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 25

First Name: Richard	Last Name: Olstein	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 26

First Name: Kelsey	Last Name: Brach	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 27

First Name: Anthony	Last Name: Brach	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

Individual 28

First Name: Ronald	Last Name: L'Ecuyer	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Framingham	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 365 Main St	
Establishment Address 2:	
Establishment City: Sturbridge	Establishment Zip Code: 01566
Date generated: 03/25/2021	

Approximate square footage of the establishment: 2500

How many abutters does this property have?: 12

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Attestation Signed.pdf	pdf	5e5e6f3349038b46abf1c4bd	03/03/2020
Community Outreach Meeting Documentation	Attachment A Comm Outreach Meeting Newspaper Ad.pdf	pdf	5e693fcf44a317443c1098a1	03/11/2020
Community Outreach Meeting Documentation	Attachment B Outreach Meeting Filings Town Clerk etc.pdf	pdf	5e693fe18b5ea5469520f3d4	03/11/2020
Community Outreach Meeting Documentation	Attachment C Notice of Community Outreach Meeting Sturbridge.pdf	pdf	5e693fedf63398441bbc0c87	03/11/2020
Community Outreach Meeting Documentation	Certified Mail Receipts.pdf	pdf	5e693ff98b5ea5469520f3d8	03/11/2020
Community Outreach Meeting Documentation	Community-Outreach-Meeting-Attestation-Form.pdf	pdf	5e69401ae25eb944100399a9	03/11/2020
Community Outreach Meeting Documentation	Outreach Meeting Stamped docs.pdf	pdf	5e694035fd7e6446b62a6042	03/11/2020
Plan to Remain Compliant with Local Zoning	CPC Plan to Remain Compliant with Local Zoning Sturbridge 5_6.pdf	pdf	5eb338c40f6f0d34840b289a	05/06/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan revised 7:20:2020 Sturbridge.pdf	pdf	5f15edb29a9ccf70437a62e2	07/20/2020
Other	TCRTALetterLocalRoots.pdf	pdf	5f1725df73630b702d45d00b	07/21/2020
Other	United Way Acceptance Letter.pdf	pdf	5f1725eec124977059ce70f1	07/21/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager Other Role: Owner/Director of Compliance

First Name: Dean Last Name: Iandoli Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Manager Other Role: Owner

Date generated: 03/25/2021

Page: 7 of 11

First Name: Catherine **Last Name:** Trifilo **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Manager **Other Role:** Owner/CFO
First Name: Michael **Last Name:** Staiti **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Manager **Other Role:** Owner
First Name: Richard **Last Name:** Olstein **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

Role: Executive / Officer **Other Role:** Owner/COO
First Name: Anthony **Last Name:** Brach **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: Other (specify) **Other Role:** Director of Cultivation
First Name: Kelsey **Last Name:** Brach **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 7

Role: Other (specify) **Other Role:** Director of Security
First Name: Ronald **Last Name:** L'Ecuyer **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**
Entity Legal Name: CPC Equity LLC **Entity DBA:**
Entity Description: CPC LLC is strictly an investment company with no control over management or oprations of Caregiver-Patient Connection LLC
Phone: 508-229-7827 **Email:** maureen@keystonedev.net
Primary Business Address 1: 910 Boston Post Rd **Primary Business Address 2:**
Primary Business City: Marlboro **Primary Business State:** MA **Principal Business Zip Code:** 01752
Additional Information: CPC Equity was formed as a single purpose entity to act as the investment entity into Caregiver-Patient Connection LLC. CPC Equity, LLC currently has capital pledges of \$6,550,000 to fund the development of two grow facilities, (Barre MC281254) (Framingham MCN228206), a manufacturing facility in Framingham (MPN281301) a dispensary (Fitchburg MRN282131) and an additional dispensary.
Date generated: 03/25/2021

CPC Equity, LLC is listed as the only investor with Caregiver-Patient Connection LLC. CPC Equity, LLC has 30% profit and loss ownership of Caregiver Patient Connection, LLC but no direct or indirect authority over the management, policies, security operations or cultivation operations of Caregiver-Patient Connection LLC.

Pursuant to Section 2.7 of the Caregiver-Patient Connection LLC operating agreement, the Company (Caregiver-Patient Connection LLC), by majority vote of the Managers only, shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental in furtherance of the purposes set forth in Section 2.6 above...etc.

CPC Equity has no direct or indirect authority over the management, policies, security operations or cultivation operations of the adult-use Marijuana Establishment (Caregiver- Patient Connection LLC).!!

The total investment amount of \$6,550,000 is being funded by investors as funds are needed for the development of the different sites. To date \$3,155,000 has been funded by investors and the balance of the funds will be advanced in November. CPC Equity, LLC and Caregiver Patient Connection, LLC are both banking with Gardner Federal Credit Union and bank statements are available as needed. CPC Equity has 26 investors of which Mr. Michael Staiti and Mr. Richard Olstein are the only two entities, or individuals contributing 10% or more of the initial capital to operate the Marijuana Establishment. Mr. Staiti and Mr. Olstein are managers of Caregiver Patient Connection, LLC. Both have undergone background checks as part of a previously approved 'Change of Ownership' request.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR CERT OF GOOD STANDING 1-15-20.pdf	pdf	5e2b475581ae16046bec572d	01/24/2020
Secretary of Commonwealth - Certificate of Good Standing	CPC SOS Cert of good standing 2-20-20.pdf	pdf	5e57dbf27225f0046965bbb3	02/27/2020
Articles of Organization	Articles of Entity Conversion Inc-LLC.pdf	pdf	5eb1def28caba634a843822c	05/05/2020
Department of Revenue - Certificate of Good standing	DUA certificate of compliance 4-6-20.pdf	pdf	5eb1e7585c6c422d41afa73e	05/05/2020
Bylaws	Operating Agreement (Caregiver-Patient Connection, LLC) (Execution)[1].pdf	pdf	5eb467070f6f0d34840b2b23	05/07/2020

No documents uploaded

Massachusetts Business Identification Number: 001384921

Doing-Business-As Name: Local Roots

DBA Registration City: Fitchburg

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan Sturbridge.pdf	pdf	5e57e3aa02a6e7045352f978	02/27/2020
Proposed Timeline	Proposed timeline and development plan Sturbridge 2_26_20.pdf	pdf	5e57e63ad43df3043d4bbdd7	02/27/2020
Plan for Liability Insurance	THE CAREGIVER PATIENT CONNECTION CAN000882 - Premises Liability Coverage.pdf	pdf	5e57e6df1c3b1d04a32b5246	02/27/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	CPC Plan for Acquiring Marijuana Products for Retail Sale.pdf	pdf	5e694b34c51b0d43fad1e71c	03/11/2020
Security plan	CPC-Security Plan Revised 3_11_20.pdf	pdf	5e694dfab56dea46718f3840	03/11/2020
Prevention of diversion	CPC-Prevention of Diversion Plan 3_11_20.pdf	pdf	5e694eaed2a4e4440583a926	03/11/2020
Storage of marijuana	CPC-Storage of marijuana.pdf	pdf	5e694ebfe25eb944100399df	03/11/2020
Transportation of marijuana	CPC-Transportation of marijuana REVISED 3_5_20.pdf	pdf	5e694f8049038b46abf1e4bc	03/11/2020
Inventory procedures	CPC-Inventory procedures 3_3_20.pdf	pdf	5e69529c49038b46abf1e4de	03/11/2020
Quality control and testing	CPC-Quality Control and Testing Procedures Revised 3_3_20.pdf	pdf	5e6952adb56dea46718f3867	03/11/2020
Dispensing procedures	CPC-Dispensing Procedures Revised 3_3_20.pdf	pdf	5e695888fd7e6446b62a60b2	03/11/2020
Personnel policies including background checks	CPC-Personnel Policies Including Background Checks Revised 3_5_20.pdf	pdf	5e6a582c73b705467fecb19e	03/12/2020
Record Keeping procedures	CPC-Record Keeping Procedures Rev 3_5_20.pdf	pdf	5e6a591bc51b0d43fad1e901	03/12/2020
Maintaining of financial records	CPC-Maintaining of Financial Records Revised 3_5_20.pdf	pdf	5e6a5b0db56dea46718f3a22	03/12/2020
Qualifications and training	CPC-Qualifications and Training Revised 3_5_20.pdf	pdf	5e6a5c25b56dea46718f3a2a	03/12/2020
Restricting Access to age 21 and older	CPC-Restricting Access to Age 21 and Older Revised 3_5_20.pdf	pdf	5eb32ef10f96d32d2066eed9	05/06/2020
Diversity plan	CPC Diversity Plan Sturbridge 5_7_20.pdf	pdf	5eb46a2d0f96d32d2066f1dd	05/07/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR

500.104(1), and none of those changes have occurred in this application.:

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 11:00 AM	Monday To: 8:00 PM
Tuesday From: 11:00 AM	Tuesday To: 8:00 PM
Wednesday From: 11:00 AM	Wednesday To: 8:00 PM
Thursday From: 11:00 AM	Thursday To: 8:00 PM
Friday From: 11:00 AM	Friday To: 8:00 PM
Saturday From: 11:00 AM	Saturday To: 8:00 PM
Sunday From: 12:00 PM	Sunday To: 6:00 PM

Host Community Agreement Certification Form

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

Applicant

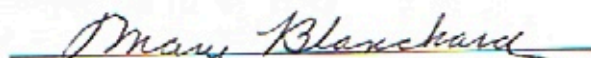
I, Dean Tardoli, (insert name) certify as an authorized representative of Caregiver Patient Connection (insert name of applicant) that the applicant has executed a host community agreement with the Town of Sturbridge, MA pursuant to G.L.c. 94G § 3(d) on March 2, 2020.



Signature of Authorized Representative of Applicant

Host Community

I, Mary Blanchard, Chair of the Board of Selectmen, certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Sturbridge, MA to certify that the applicant and Town of Sturbridge, MA has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 2, 2020.



Mary Blanchard
Chair, Sturbridge Board of Selectmen

**NOTICE OF
COMMUNITY OUTREACH MEETING
REGARDING
ADULT-USE MARIJUANA
ESTABLISHMENT
CAREGIVER - PATIENT
CONNECTION LLC
365 MAIN STREET
STURBRIDGE, MA**

Notice is hereby given that the Caregiver- Patient Connection, LLC of 910 Boston Post Road, Marlborough, Massachusetts, will conduct a Community Outreach Meeting on the following matter on AUGUST 29, 2019 **at the PUBLICK HOUSE, STURBRIDGE, MA AT 6:00 P.M. at 277 Main Street, Sturbridge, MA.** *The Caregiver- Patient Connection, LLC intends to apply for the followin Adult-use Marijuana Establishment license: Marijuana Retailer, to be located at 365 Main Street, Sturbridge, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6. Community members will be permitted and are encouraged to ask questions and receive

answer from representatives of Caregiver-Patient Connection, LLC;

A copy of this notice is on file with the Offices of the Town Clerk, the Planning Board, and the office of the Town Administrator. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.
Caregiver -Patient Connection, LLC
Catherine Trifilo
President
August 16, 2019

Attachment A



THE CAREGIVER - PATIENT CONNECTION

Attachment B

AUG 20 2019

August 16, 2019

Jeff Bridges
Town Administrator
308 Main Street
Sturbridge, MA 01566

RE: Community Outreach Meeting

Dear Mr. Bridges:

Pursuant to 935 CMR 500.101(2)(b)(7)(b), please find notice of a Community Outreach Meeting for Caregiver-Patient Connection pertaining to the property at 365 Main Street, Sturbridge, MA.

Respectfully yours,

Catherine Trifilo, President

910 Boston Post Road, Suite 310
Marlborough, MA 01752



THE CAREGIVER · PATIENT CONNECTION

RECEIVED

AUG 20 2019

August 16, 2019

Board of Selectmen
Town Hall
308 Main Street
Sturbridge, MA 01566

RE: Community Outreach Meeting

Dear Board Members:

Pursuant to 935 CMR 500.101(2)(b)(7)(b), please find notice of a Community Outreach Meeting for Caregiver-Patient Connection pertaining to the property at 365 Main Street, Sturbridge, MA.

Respectfully yours,

Catherine Trifilo, President

910 Boston Post Road, Suite 310
Marlborough, MA 01752



THE CAREGIVER - PATIENT CONNECTION

RECEIVED

2019 AUG 20 P 1:39

OFFICE OF TOWN CLERK
STURBRIDGE, MA

August 16, 2019

Lynn Girouard
Town Clerk
Town of Sturbridge
308 Main Street
Sturbridge, MA 01566

RE: Community Outreach Meeting **Date ?**

Dear Ms. Girouard:

Pursuant to 935 CMR 500.101(2)(b)(7)(b), please find notice of a Community Outreach Meeting for Caregiver-Patient Connection pertaining to the property at 365 Main Street, Sturbridge, MA.

Respectfully yours,

Catherine Trifilo, President

910 Boston Post Road, Suite 310
Marlborough, MA 01752



THE CAREGIVER - PATIENT CONNECTION

RECEIVED
AUG 20 2019

TOWN OF STURBRIDGE
PLANNING BOARD

August 16, 2019

Jean Bubon, Town Planner
308 Main Street
Sturbridge, MA 01566

RE: Community Outreach Meeting

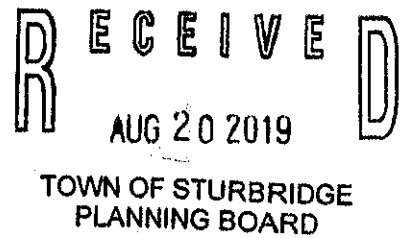
Dear Ms. Bubon:

Pursuant to 935 CMR 500.101(2)(b)(7)(b), please find notice of a Community Outreach Meeting for Caregiver-Patient Connection pertaining to the property at 365 Main Street, Sturbridge, MA.

Respectfully yours,


Catherine Trifilo, President

910 Boston Post Road, Suite 310
Marlborough, MA 01752



August 16, 2019

Sturbridge Planning Board
308 Main Street
Sturbridge, MA 01566

RE: Community Outreach Meeting

Dear Board Members:

Pursuant to 935 CMR 500.101(2)(b)(7)(b), please find notice of a Community Outreach Meeting for Caregiver-Patient Connection pertaining to the property at 365 Main Street, Sturbridge, MA.

Respectfully yours,

A handwritten signature in black ink, appearing to be "Catherine Trifilo", written over a horizontal line.

Catherine Trifilo, President

910 Boston Post Road, Suite 310
Marlborough, MA 01752

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION
365 MAIN STREET, STURBRIDGE, MA**

Notice is hereby given that the Caregiver- Patient Connection, LLC of 910 Boston Post Road, Marlborough, Massachusetts, will conduct a Community Outreach Meeting on the following matter on AUGUST 29, 2019 **at the PUBLIC HOUSE, STURBRIDGE, MA AT 6:00 P.M. at 277 Main Street, Sturbridge, MA.** *The Caregiver- Patient Connection, LLC intends to apply for the following: Adult-use Marijuana Establishment license: Marijuana Retailer, to be located at 365 Main Street, Sturbridge, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6. Community members will be permitted and are encouraged to ask questions and receive answer from representatives of Caregiver-Patient Connection, LLC;

A copy of this notice is on file with the Offices of the Town Clerk, the Planning Board, and the office of the Town Administrator. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

Caregiver -Patient Connection, LLC

Dean Iandoli

Catherine Trifilo

RECEIVED
AUG 21 P 2 37
TOWN CLERK
STURBRIDGE, MA

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION
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Caregiver -Patient Connection, LLC

Dean Iandoli

Catherine Trifilo



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Caregiver -Patient Connection, LLC

Dean Iandoli

Catherine Trifilo



RECEIVED
AUG 21 2019

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Caregiver -Patient Connection, LLC

Dean Iandoli

Catherine Trifilo

File:
Sturbridge: HCA

RECEIVED

AUG 21 2019

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REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION
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Caregiver -Patient Connection, LLC

Dean Iandoli

Catherine Trifilo

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CAREGIVER -PATIENT CONNECTION LLC
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Caregiver -Patient Connection, LLC

Catherine Trifilo
President

7019 0140 0001 0570 5224

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

SPENCER, MA 01562

OFFICIAL USE

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85

Sent To: **McDonald's Corp 020-0212**
 Street and Apt. No., or PO Box No.
 McDonald's office - 814 West

Postmark Here
 AUG 21 2019
 NEWSPRINT

0119 0140 0001 0570 5255

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

WILBRAHAM, MA 01095

OFFICIAL USE

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85

Sent To: **Kerian Strickland**
 Street and Apt. No., or PO Box No.
 1855 New Boston Rd

Postmark Here
 AUG 21 2019
 NEWSPRINT

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Boca Raton FL 33432

Certified Mail Fee	\$3.50	0950
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	01
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.80	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$6.85	08/19/2019

Sent To: **Barini Properties MA LLC**
 Street and Apt. No., or PO Box No.: **3000 South Ocean**
 City, State, ZIP+4®: **Boca Raton FL 33432**

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Sturbridge MA 01566

Certified Mail Fee	\$3.50	0950
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	01
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.80	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$6.85	08/19/2019

Sent To: **Sturbridge Corp**
 Street and Apt. No., or PO Box No.: **1 Old Sturbridge Village**
 City, State, ZIP+4®: **Sturbridge MA 01566**

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Worcester MA 01613

Certified Mail Fee	\$3.50	0950
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	01
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.80	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$6.85	08/19/2019

Sent To: **Comm of MA**
 Street and Apt. No., or PO Box No.: **PO Box 885**
 City, State, ZIP+4®: **Worcester MA 01613**

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Sturbridge MA 01566

Certified Mail Fee	\$3.50	0950
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	01
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.80	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$6.85	08/19/2019

Sent To: **JP + RB Hotel Investments**

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Worcester MA 01613

Certified Mail Fee	\$3.50	0950
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	01
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.80	
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$6.85	08/19/2019

Sent To: **WCM Enterprises**

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Sturbridge MA 01566

Certified Mail Fee	\$3.50	0950
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	01
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.80	
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$6.85	08/19/2019

Sent To: **WCM Enterprises LLC**

7019 0140 0001 0570 5187

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$0.55

Sent To **MRE Enterprises**
Street and Apt. No., or PO Box No. **7115 Bayhead Dr**
City, State, ZIP+4® **Gainesville FL 32609**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0140 0001 0570 5170

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$0.55

Sent To **San Co Central Inc**
Street and Apt. No., or PO Box No. **PO Box 8819**
City, State, ZIP+4® **Cranston RI 02920-0819**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0140 0001 0570 5248

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$0.55

Sent To **Hospitality Assoc.**
Street and Apt. No., or PO Box No. **227 E Pratt St**
City, State, ZIP+4® **Baltimore MD 21202**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0140 0001 0570 5262

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$0.55

Sent To **Hospitality Assoc.**
Street and Apt. No., or PO Box No. **227 E Pratt St**
City, State, ZIP+4® **Baltimore MD 21202**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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, Dean landoli, (*insert name*) attest as an authorized representative of Caregiver-Patient Connection 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 August 29, 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 August 16, 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 August 21, 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 August 19, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION
365 MAIN STREET, STURBRIDGE, MA**

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A copy of this notice is on file with the Offices of the Town Clerk, the Planning Board, and the office of the Town Administrator. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

Caregiver -Patient Connection, LLC

Dean Iandoli

Catherine Trifilo

RECEIVED
AUG 21 P 2 37
TOWN CLERK
STURBRIDGE, MA

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION
365 MAIN STREET, STURBRIDGE, MA**

Notice is hereby given that the Caregiver- Patient Connection, LLC of 910 Boston Post Road, Marlborough, Massachusetts, will conduct a Community Outreach Meeting on the following matter on AUGUST 29, 2019 **at the PUBLIC HOUSE, STURBRIDGE, MA AT 6:00 P.M. at 277 Main Street, Sturbridge, MA.** *The Caregiver- Patient Connection, LLC intends to apply for the following: Adult-use Marijuana Establishment license: Marijuana Retailer, to be located at 365 Main Street, Sturbridge, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
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Catherine Trifilo



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Caregiver -Patient Connection, LLC

Dean Iandoli

Catherine Trifilo



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AUG 21 2019

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Caregiver -Patient Connection, LLC

Dean Iandoli

Catherine Trifilo

File:
Sturbridge: HCA

RECEIVED

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Caregiver -Patient Connection, LLC

Dean Iandoli

Catherine Trifilo



CPC Plan to Remain Compliant with Local Zoning

The Caregiver Patient Connection LLC's (CPC's) location for ME-Retail, 365 Main St., Sturbridge, MA shall remain compliant with local zoning by filing for, and receiving approval for the following local licensing requirements by the Town of Sturbridge for an adult-use ME to be operated at that location:

1. Design Review Approval-March 2020
2. Request of Determination(RDA)-Sturbridge Conservation Commission.
Received 5/4/2020
3. Special Permit Approval-April 15, 2020
4. HCA received March 3, 2020

In accordance with Sturbridge planning board special conditions placed upon a Special Permit, CPC shall remain in compliance with all conditions placed upon its' operation. The special permit remains in effect as long as CPC/Local Roots remains in compliance with the permit which are the following:

1. All construction and site improvements shall be in conformance with the plans submitted and approved by the Planning Board and as modified by these condition of approval. When plan notations are requested by these conditions, the applicant shall make those notations and provide a Final Plan to the Planning Department for review and approval.
2. All requirements of MA DOT regarding access construction and signal timing must be complied with and final approval received. The applicant shall provide the Planning Department with a copy of the final approval once received.

3. The curbing and sidewalk on the west side of the building shall be called out as bituminous curbing on the final plan.
4. All landscaping to be installed as shown on the plans submitted. Final landscaping to be shown on as-built plan to be submitted to the Planning Department at completion of this project.
5. A 12" stop bar shall be added at the end of the one way drive on the right side of the building.
6. Any exterior lighting of or from the building shall be subdued or shaded from the view of abutters and shall not be directed so as to extend above ground level onto the property of abutters or the public right of way.
7. All State and Local Zoning By-laws, Building Codes and Regulations must be adhered to.
8. The access of the manufactured home community shall not be blocked at any time during construction or operation of the business at this location.
9. Exterior construction shall only occur during the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to noon on Saturday. No exterior construction shall occur on Sunday's or the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
10. The applicant shall notify the Planning Department office forty-eight hours prior to the start of construction.
11. An emergency contact list with at least two names and numbers on it be supplied to the Sturbridge Police Department and Planning Department to be used by the dispatchers in case of an off hour emergency, prior to the start of the project. The list must be updated whenever necessary for the duration of the project.



CPC shall submit plans to the Sturbridge Building Department upon the lifting of the cease and desist on construction activities and shall comply with all building permit requirements.

CPC has received a special permit for the project issued by the Town of Sturbridge Planning Board. The issuance of a special permit is confirmation from the Town Planning Board that the proposed project is compliant with Town zoning ordinances.

There are no town health department requirements. This is validated by the issuance of a special permit by the Town Planning Board.

A Certificate of Occupancy shall be obtained by the Town of Sturbridge Building Department before occupying the building.



THE CAREGIVER • PATIENT CONNECTION

MRN283231

Caregiver-Patient Connection

Notice: Additional Information Required
Response

3. Host Community Information (Plan to Remain Compliant with Local Zoning Note: Please amend your plan to include the following:

How long the special permit is valid for and what are the terms?

Signed special permit is included in this document. The special permit is valid as long as the operation remains compliant with all conditions.

Certificates of occupancy;

A Certificate of Occupancy cannot be issued until the facility is fully built and inspected. Pursuant to the requirements of the Commissions PFLI, a COO will be available at that time.

Zoning ordinances;

Sturbridge, MA Zoning ordinances can be found at

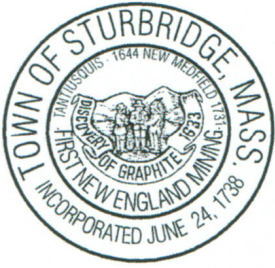
https://www.sturbridge.gov/sites/sturbridgema/files/uploads/zoning_bylaws_amended_stm_10-29-18_5.pdf

Building permit requirements;

A building permit has not been applied for as of 05/05/2020 due to the Cease and Desist order issued by the state of MA as a result of the Covid-19. A building permit is not a requirement of application MRN283231.

Health Department requirements.

There are no Board of Health requirements on this project.



Town of Sturbridge Planning Board

Charles Blanchard, Chair
Russell Chamberland
Dane Labonte
Michael Chisholm
Jeff Adams
Christopher Bouchard
Susan Waters

Jean M. Bubon, Town Planner

PLANNING BOARD NOTICE OF DECISION SPECIAL PERMIT AND SITE PLAN APPROVAL

Date: April 15, 2020

Applicant: Caregiver Patient Connection LLC
910 Boston Post Road E STE 310
Marlborough, MA 01752

Phone: (617)593-2130

Owner: M&R Enterprises LLC
4115 Bayhead Drive #103
Bonita Springs, FL 34134

Engineer: Leonard Jalbert
Jalbert Engineering, Inc.
54 Main Street
Sturbridge, MA 01566

Parcel Information: Assessor's Map 415-02551-365
Book 21787 Page 0004

Zoning Designation: Commercial District

Property Location: 365 Main Street

Description of Request: The applicant requests a Special Permit and Site Plan Approval to allow the construction and operation of a 2,592 square foot adult use marijuana retail establishment and an additional 2,400 square foot health club/retail space and related site improvements.

Materials Submitted: The following information was submitted as part of the Special Permit and Site Plan application submitted on March 3, 2020:

- Site Plan Review Application.;

301 Main Street
Sturbridge, Ma. 01566
508-347-2508

- Filing Fee;
- Peer Review Fee;
- A plan entitled "Caregiver Patient Connections, LLC DBA Local Roots NE – 365 Main Street, Sturbridge, MA." Plan prepared by Jalbert Engineering, Inc. – 54 Main Street, Sturbridge, MA 01566-1244. Plan date is June 24, 2019 Revised through March 2, 2020 Revision 1;
- A document entitled "Traffic Impact and Access Study – Marijuana Dispensary/Health Club – 365 Main Street, Sturbridge, MA February 2020, Prepared for Caregiver Patient Connection, LLC;
- A document entitled "Stormwater Management Submittal, prepared for Caregiver Patient Connection, Inc. – 910 Boston Post Road, Marlborough, MA 01752, for property located on – 365 Main Street, Sturbridge, MA 01566 – Prepared by: Jalbert Engineering, 54 Main Street, Sturbridge, MA 01566;
- A document entitled "Caregiver Patient Connection Special Permit and Site Plan Review Application Chapter 31 Responses";
- Elevation Plans entitled "Proposed Dispensary Plan – 365 Main Street, Sturbridge, MA";
- Photographs of the site and neighboring properties;
- A Plan entitled "Photometric Lighting Plan", Plan prepared by Radner Design Associates, Inc. – 945 Concord Street, Suite 100, Framingham, MA 01701. Issue date 02.26.2020;
- A rendering of the proposed monument sign prepared by Gemini Signs and Letters dated 2-24-20;
- A plan entitled "Linear Distance Compliance Plan – Caregiver Patient Connection LLC D.B.A. Local Roots NE – 365 Main Street, Sturbridge, Ma 01566". Plan prepared by Jalbert Engineering, Inc. 54 Main Street, Sturbridge, MA 01566-1244. Plan date 2/24/20;
- National Flood Hazard Layer Firmette for the subject property;
- A GIS Map of the subject property;
- A property card for the subject property;
- A copy of the deed;
- A plan entitled "Plan of Property Owned by M & R Enterprises LLC, 335 Main Street, U.S. Route 20, Sturbridge, Massachusetts. Plan date 12/03/15;
- A copy of an executed Host Community Agreement;
- Promenade Series light fixture cut sheets;
- A tax paid certificate; and
- A certified list of abutters.

Additional Information Reviewed:

- Comments from Lt. John C. Marinelli, Fire Inspector dated March 5, 2020;
- Comments from Nelson Burlingame dated March 26, 2020;
- Comments from Mark Augello, DPW dated March 18, 2020;
- Memorandum from the Chief of Police dated March 18, 2020;
- Comments from Rebecca Gendreau, Conservation Agent dated March 30, 2020;
- Peer Review Report from Pare Corporation dated March 30, 2020;

- Working spreadsheet with comments and responses between applicant and Pare Corporation.
- A plan entitled "Caregiver Patient Connections, LLC DBA Local Roots NE – 365 Main Street, Sturbridge, MA." Plan prepared by Jalbert Engineering, Inc. – 54 Main Street, Sturbridge, MA 01566-1244. Plan date is June 24, 2019 Revised through April 2, 2020 Revision 2;
- A document entitled "Stormwater Management Submittal, prepared for Caregiver Patient Connection, Inc. – 910 Boston Post Road, Marlborough, MA 01752, for property located on – 365 Main Street, Sturbridge, MA 01566 – Prepared by: Jalbert Engineering, 54 Main Street, Sturbridge, MA 01566 – Revised through April 2, 2020;
- Correspondence from abutters;
- Report from the Town Planner dated April 9, 2020.

Applicable Section of Zoning By-Law: Chapter 24 - Administration, Chapter 25 – Site Plan Review, and Chapter 31 – Adult Use Marijuana

Date of Meeting: April 14, 2020

Members Present: Charlie Blanchard, Sue Waters, Russell Chamberland, Michael Chisholm, Christopher Bouchard, Jeff Adams, and Dane Labonte.

At the Planning Board meeting of April 14, 2020, on a motion made by Jeff Adams, seconded by Sue Waters and voted 6-0-1 with Michael Chisholm opposed; the Board voted to grant the Special Permit for an Adult Use Marijuana and approve the Site Plan as requested by the applicant. The approval was granted subject to the following conditions of approval:

1. All construction and site improvements shall be in conformance with the plans submitted and approved by the Planning Board and as modified by these conditions of approval. Where plan notations are requested by these conditions, the applicant shall make those notations and provide a Final Plan to the Planning Department for review and approval.
2. All requirements of MassDOT regarding access construction and signal timing must be complied with and final approval received. The applicant shall provide the Planning Department with a copy of the final approval once received.
3. The curbing and sidewalk on the west side of the building shall be called out as bituminous curbing on the final plan.
4. A 12" stop bar shall be added at the end of the one way drive on the right side of the building.
5. All landscaping is to be installed as shown on the plans submitted. Final landscaping to be shown on the as-built plan to be submitted to the Planning Department at completion of this project.

6. Any exterior lighting of or from the buildings shall be subdued, shaded from the view of abutters and shall not be directed so as to extend above ground level onto the property of abutters or the public right-of-way.
7. All State and Local Zoning Bylaws, Building Codes and Regulations must be adhered to.
8. The access to the manufactured home community shall not be blocked at any time during construction or operation of the businesses at this location.
9. Exterior construction shall only occur during the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to Noon on Saturday. No exterior construction shall occur on Sundays or the following holidays – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
10. The applicant shall notify the Planning Department office forty-eight hours prior to the start of construction.
11. The site shall be maintained in a neat and orderly condition throughout the construction process.
12. Operating hours must comply with the terms of the Host Community Agreement with the Town as may from time to time, be amended.
13. An emergency contact phone list with at least two names and numbers on it be supplied to the Sturbridge Police Dept. and Planning Department to be used by the dispatchers, in case of an off hour emergency, prior to the start of the project. The list must be updated whenever necessary for the duration of the project.

Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to modify or revoke this Site Plan Approval. This Site Plan Approval does not relieve the applicant or any other person of the necessity of complying with all other applicable federal, state or local statutes, bylaws or regulations.

The provisions of this Site Plan Approval shall apply and be binding upon the applicant, its employees, and all successors and assigns in interest and control.

This Site Plan Approval shall lapse one year from the date of issuance if construction or substantial use thereof has not sooner commenced. An extension of time (one year) may be granted by the Planning Board upon application by the owner/applicant prior to the expiration and upon review of the circumstances and a finding of good cause.

Approval has been limited to matters of Site Plan Review only and not to construction details. Any persons aggrieved by a decision of the Planning Board may appeal to the Superior Court in accordance with the General Laws, Chapter 40A, Section 17.


Charles Blanchard, Chair

April 16, 2020
Date Filed

cc: Leonard Jalbert, Jalbert Engineering
M&R Enterprises LLC
N. Burlingame, Building Inspector

MRN283231

Caregiver-Patient Connection

Notice: Additional Information Required Response

The Positive Impact Plan has been revised to name 2 charities to which donations shall be made.
As part of this document are acceptance letters from the charities.

Caregiver-Patient Connection LLC d.b.a. Local Roots
Impact Plan-Revised
07/20/2020
MRN283231

Introduction

The Cannabis Control Commission (“Commission”) has identified certain communities in Massachusetts as areas of disproportionate impact. Fitchburg, Massachusetts is named as one of those communities.

The Caregiver-Patient Connection (CPC) has chosen the City of Fitchburg as the focus of its’ company-wide Positive Impact Plan.

Positive Impact Goals

The goal of CPC is to positively impact Fitchburg in the following ways:

1. Employ a company-wide workforce comprised of a minimum of 50% Fitchburg residents.
2. Provide opportunities for Fitchburg artists to display artwork in the CPC/Local Roots retail establishment on a quarterly basis. Artists will be allowed to display their artwork for sale, however all transactions will take place strictly and solely between the artist and potential purchaser. CPC/Local Roots will have no role in the sale of artwork.
3. Make an annual donation of \$5,000.00 to a local charity. This amount shall increase as follows:
 - a. Additional \$2,500.00 annual donation upon commencing operations at CPC’s Tier II Indoor cultivation facility located in Barre, MA. **MCN282237**
 - b. Additional \$5,000.00 for CPC’s Tier III Indoor cultivation facility located in Framingham, MA. **MCN282206**
 - c. Additional \$2,500.00 for CPC’s manufacturing facility located in Framingham, MA. **MPN281301**
 - d. Additional \$5,000 for any additional retail locations, location(s) TBD.
4. Conduct a food/clothing drive annually in November. This is a food/clothing drive. It is NOT a financial donation.

Positive Impact Programs

1. CPC will annually hold a hiring job fair targeted specifically to Fitchburg residents. The job fair will be held at the CPC/Local Roots retail location of 371 Lunenburg St., Fitchburg. It will be held as needed, but no later than December 1, annually. The job fair will be advertised on all CPC social media sites, as well as through the Mayor’s Facebook page and distributed public relations stories. The job fairs will be held in order to continuously meet CPC’s positive impact goal of maintaining a workforce of Fitchburg residents of at least 50%.

2. Local artists will be chosen quarterly to display their artwork in the CPC Sturbridge retail location. Quarterly. This program will be advertised on the CPC/Local Roots website as well as through flyers posted at various Fitchburg businesses whom have previously welcomed CPC/Local Roots postings. Artwork will be chosen by the full CPC retail staff through a quarterly vote.
3. \$5,000 will be allocated to the United Way of Fitchburg and the Twin Cities Rail Trail Association (See acceptance letters)
4. CPC employees and customers will be encouraged to donate non-perishable food items, as well as gently used coats, annually during the month of November to be donated to one, or more, of the various food banks located in the City of Fitchburg.

All job fair advertisement and information is in compliance with 935CMR500.105(4)(b)(1-5,12,13)

Positive Impact Measurement

1. CPC will record, through use of a sign-in sheet, the number of job fair attendees who expressed interest in employment opportunities at CPC's retail facility in Fitchburg. CPC will record and maintain, in accordance with the Commission's record keeping procedures, the number of local individuals hired, and/or subsequently promoted within the company. The benchmark for success will be to achieve a work force at the Fitchburg location made up of at least 50% individuals from this impacted City.
2. CPC/Local Roots will account for the number of local artists who annually display their artwork at the CPC/Local Roots retail establishment.
3. CPC/Local Roots will annually provide the Commission with proof of its' annual charitable donation(s) and documentation of the success of the programs funded by said donation.
4. CPC shall provide the Commission with an annual report of the November food drive's success, amount of non-perishable food donated, and the name of the receiving food bank(s).

CPC shall annually audit these results and submit them to the Commission with its' annual licensure renewal application.



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CAREGIVER PATIENT CONNECTION, LLC
910 BOSTON POST RD E STE 310
MARLBOROUGH MA 01752-3762

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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



William Francis Galvin
Secretary of the
Commonwealth

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

February 18, 2020

TO WHOM IT MAY CONCERN:

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

CAREGIVER-PATIENT CONNECTION, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 21, 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: **DEAN IANDOLI, CATHERINE TRIFILO, RICHARD OLSTEIN, MICHAEL J. STAITI**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DEAN IANDOLI, CATHERINE TRIFILO, RICHARD OLSTEIN, MICHAEL J. STAITI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DEAN IANDOLI, CATHERINE TRIFILO, RICHARD OLSTEIN, MICHAEL J. STAITI**

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

D
PC

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

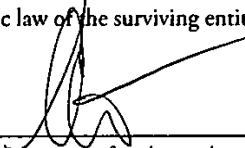
Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

FORM MUST BE TYPED

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

- (1) Exact name of corporation prior to conversion: Caregiver-Patient Connection, Inc. **001332702**
- (2) Registered office address: 910 Boston Post Road E, Suite 310, Marlborough, MA 01752
(number, street, city or town, state, zip code)
- (3) New name after conversion, which shall satisfy the organic law of the surviving entity:
Caregiver-Patient Connection, LLC
- (4) New type of entity: Limited Liability Company
- (5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.
- (6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.
- (7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: _____

Signed by: _____


(signature of authorized individual)

(Please check appropriate box)

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

on this 19th day of April, 2019

3

Attachment Sheet to Articles of Entity Conversion
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

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

CAREGIVER-PATIENT CONNECTION, LLC

CERTIFICATE OF ORGANIZATION

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

1. Name. The name of the limited liability company is Caregiver-Patient Connection, LLC, (hereinafter the "LLC").
- 2a. Principal Office. The street address of the office of the LLC for purposes of the Act is:
910 Boston Post Road E Suite 210, Marlborough, MA 01752.
- 2b. Keeper of Records. The street address where the records of the LLC are maintained is:
910 Boston Post Road E Suite 310, Marlborough, MA 01752.
3. Business of the LLC. The general character of the business of the LLC shall be the initial purpose of submitting applications with all applicable Massachusetts regulatory agencies to obtain authorization to engage in the cultivation, transportation and distribution of cannabis, to the extent permitted and in accordance with Massachusetts law, and any other business in which a Massachusetts limited liability company is authorized to engage. The LLC will not engage in any activity requiring the approval and endorsement of the Department of Public Health or the Cannabis Control Commission until such authorizations have been received.
4. Date of Dissolution. The LLC has no specific date of dissolution.
5. Resident Agent. As of the date hereof, the following person has been appointed and has agreed to act as resident agent of the LLC:

Michael J Staiti
910 Boston Post Road E Ste 310
Marlborough, MA 01752
6. Manager. As of the date hereof, the following persons have been appointed and have agreed to act as managers of the LLC (the "Manager"):

Dean Iandoli, Catherine Trifilo, Richard Olstein, Michael J. Staiti
Each of: 910 Boston Post Road E Ste 310
Marlborough, MA 01752
7. Execution of Documents. The Manager is authorized to execute any document to be filed with the office of the Secretary of the Commonwealth of Massachusetts, to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court, and to execute, acknowledge, deliver and file or record any instrument, document or certificate, which execution, acknowledgment, delivery, filing and/or recording shall bind the LLC, without further action.

COMMONWEALTH OF MASSACHUSETTS

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

1025

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

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 700 having been paid, said articles are deemed to have been filed with me this 21 day of May, 20 19, at 10:00 a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

RECEIVED

MAY 21 2019

SECRETARY OF THE COMMONWEALTH
FILER CORPORATIONS DIVISION

OTC
Examiner
OTC
Name approval

Filing fee: Minimum \$200

TO BE FILLED IN BY CORPORATION
Contact Information:

C

M

Joshua S. England

50 Washington St.

Westborough, MA 01581

Telephone: 978-457-2809

Email: jengland@aafcpa.com

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

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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



187678966

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Caregiver Patient Connection LLC
910 BOSTON POST RD E STE 310
MARLBOROUGH, MA 01752-3762

EAN: 22149036
April 06, 2020

Certificate Id:36689

The Department of Unemployment Assistance certifies that as of 4/6/2020 ,Caregiver Patient Connection LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

OPERATING AGREEMENT
of
Caregiver-Patient Connection, LLC

This Operating Agreement (as the same may be amended from time to time, the “**Agreement**”) of Caregiver-Patient Connection, LLC, a Massachusetts limited liability (the “**Company**”), is entered into as of June __, 2019 by and among the Company and the parties listed on Exhibit A hereto. The parties listed on Exhibit A, as the same may be amended from time to time in accordance with the provisions of this Agreement, are individually referred to as a “**Member**” and collectively as the “**Members**”.

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act, as amended (the “**Act**”) by filing of Articles of Entity Conversion (the “Articles of Entity Conversion”) with the office of the Secretary of the Commonwealth of Massachusetts (the “**Secretary**”) on May 21, 2019 converting Caregiver-Patient Connection, Inc. to the Company;

WHEREAS, the Company and the Members hereto desire to set forth certain matters with respect to the Company in this Agreement, including with respect to the affairs of the Company, and the respective rights and obligations of the parties hereto, all in accordance with and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Certain Defined Terms

The following capitalized terms shall have the following meanings when used in this Agreement.

Accounting Period means the period beginning on the day immediately succeeding the last day of the immediately preceding accounting period (or, in the case of the first accounting period, the date of this Agreement) and ending on the earliest to occur of the following: (i) the last day of the fiscal year; (ii) the day immediately preceding the day on which a Member makes an additional contribution to, or a full or partial withdrawal from, his or her Capital Account; (iii) the day immediately preceding the day on which a new Member is admitted to the

Company; or (iv) the date of termination of the Company in accordance with this Agreement.

Accredited Investor means accredited investor as such term is defined in Regulation D promulgated under the Securities Act by virtue of such Member's income or net worth.

Act has the meaning set forth in the Recitals.

Affiliate means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such particular Person. For purposes of this definition, control (including, with correlative meaning, the terms controlled by and under common control with), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

Agreement has the meaning ascribed to it in the preamble of this Agreement.

Authorized Capital means the Units authorized for issuance by the Managers pursuant to the terms of this Agreement, which capital may be comprised of one or more classes of Units with the relative rights, preferences and designations provided for in Article 9.

Available Cash Flow has the meaning ascribed to it in Section 10.1.

Capital Account means the capital account established for each Member and maintained pursuant to the terms of this Agreement in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2).

Capital Contribution means, as to each Member, the amount of capital specified next to such Member's name in Exhibit A, and any subsequent capital contribution made by a current or new Member to the Company.

Capital Transaction means any sale or exchange of all or any material portion of the assets or Units of the Company, other than in the ordinary course of business, or the liquidation of the Company.

Certificate means the certificate of formation of the Company filed with the Secretary of the Massachusetts, as it may be amended.

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

Company has the meaning ascribed to it in the preamble of this Agreement.

Dissolution Event has the meaning ascribed to it in Section 12.1.

Distributions means those distributions made to the Members under this Agreement including, without limitation, any Tax Distributions made to, or earmarked to be made to, the Members under this Agreement.

Drag-Along Member has the meaning ascribed to it in Section 7.5.

Effective Date means the date of this Agreement.

Initial Capital Contribution means the Capital Contribution of each Member, as set forth in Exhibit A.

Insider(s) has the meaning ascribed to it in Section 4.12(a).

Insider Contracts has the meaning ascribed to it in Section 2.7(a).

Managers means the Managers of the Company responsible for management of the Company, all in accordance with applicable provisions of the Act and this Agreement

Members means any of the Persons admitted as members of the Company and holding Units pursuant to the terms of this Agreement and the Act, prior to the time of withdrawal of such Person, in such Person's capacity as a member, which members hold in the aggregate all of the issued and outstanding Units of the Company. The Members shall constitute the members of the Company, as such term is defined in this Agreement and the Act.

Net Profits means with respect to any particular Member for any particular period, the Profits of the Company allocated to the Member with respect to such period, less all available Losses allocated to such Member by the Company of like character (ordinary, long term capital or short term capital as the case may be) for such period and any prior period. For purpose of this determination, Losses of the Company shall be deemed to be available unless such Losses have previously been utilized in the calculation of Net Profit.

Permitted Transfer has the meaning ascribed to it in Section 7.3(a).

Person means any natural person, corporation, partnership, trust or other legal entity, whether organized for profit or not for profit.

Pro Rata Portion has the meaning ascribed to it in Section 7.4(b).

Profits or Losses means for each fiscal year or other period, an amount

equal to the Company's taxable income or loss for such fiscal year or period, determined in accordance with applicable provisions of the Code and Treasury Regulations.

Qualified IPO shall mean upon consummation of a firm commitment underwritten public offering of stock/Units or a going public transaction such as a reverse merger.

Regulatory Allocations has the meaning ascribed to it in Section 10.4(e).

Relative means any parent, spouse, brother, sister, child, grandchild or relationship by marriage to or of any Member, or a member thereof, who is a natural person, as the case may be.

ROFR Acceptance has the meaning ascribed to it in Section 7.4(a).

ROFR Purchasing Member has the meaning ascribed to it in Section 7.4(a).

ROFR Sale Notice has the meaning ascribed to it in Section 7.4(a).

ROFR Sale Terms has the meaning ascribed to it in Section 7.4(a).

ROFR Selling Member has the meaning ascribed to it in Section 7.4(a).

ROFR Third-Party Purchaser has the meaning ascribed to it in Section 7.4(a).

Securities Act means the Securities Act of 1933, as amended.

State means the Commonwealth of Massachusetts.

Tax Distributions means those distributions, if any, made to, or earmarked to be made to, the Members under this Agreement for the payment of any and all taxes due by such Members in connection with the Company, such Tax Distributions which shall be declared and paid at the maximum marginal tax rates for both federal, state, and/or local taxes, for each respective tax year. Additionally, in the event the Company is required to file a composite tax return on behalf of non-resident Members, and State estimated payments are paid by the Company for any non-resident Members, such estimated payments, and any remaining balances paid by the Company for such tax year, shall be considered Tax Distributions for the purpose of this Agreement. The maximum marginal tax rates shall be adjusted up or down from time to time by the Managers, with written notice to the Members, in the event the highest federal, state or local tax rate applicable to any Member changes from time to time. Notwithstanding the foregoing or anything herein to the

contrary, a Tax Distribution shall only be made to any such Member upon (i) the authorization of the Managers in their sole and absolute discretion, and (ii) such time that income has been allocated to such Member in excess of cumulative Losses which have been allocated in the past to such Member.

Tax Representative means the Person designated in this Agreement as the Tax Representative hereunder, consistent with Code Section 6223.

Transfer means the sale, exchange, assignment, transfer, pledge, hypothecation or otherwise encumbrance, alienation or disposal of, voluntarily or by operation of law, all or any portion of, or right in or to, the Units.

Treasury Regulations means any regulations promulgated under the Code.

Units means collectively the Class A and Class B limited liability company membership interests that are denominated as units of authorized capital of the Company from time to time outstanding, which as of the Effective Date consist of the Units.

ARTICLE 2

GENERAL

Section 2.1 Preliminary Statement

The purposes of this Agreement are to (i) set forth the rights, obligations and duties of the Members and the Company and (ii) adopt this Agreement as the Limited Liability Company Agreement of the Company, as contemplated by the Act. To the extent the rights, powers, duties, obligations or liabilities of any Member are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Managers shall from time to time take all actions which they may deem to be necessary or advisable for the continuation of the Company as a limited liability company under the Act and qualify the Company to act in any other state where the Managers deem qualification necessary or desirable, so long as the liability of the Members is limited in substantially the same manner as provided under the Act and this Agreement.

Section 2.2 Name

The name of the Company shall be Caregiver-Patient Connection, LLC.

Section 2.3 Office

As of the date hereof, the principal office of the Company and the registered office of the Company in 910 Boston Post Road, Suite 310, Marlboro, Massachusetts

01752 and its agent for service of process in Massachusetts is Catherine Trifilo. The Managers may, in their sole discretion, relocate the principal office or appoint a different agent for service of process.

Section 2.4 Fiscal Year

The fiscal year of the Company shall end on December 31, or such other day as the Managers from time to time shall determine.

Section 2.5 Duration

The Company shall have a perpetual term, unless a specific term is set forth in its Certificate. The Company may be dissolved pursuant to this Agreement.

Section 2.6 Purposes of the Company

The Company's business is to invest in, acquire interests in, develop, manage, or operate one or more entities licensed to operate one or more "Marijuana Establishment"(s) pursuant to Chapter 55 of the 2017 Acts and Resolves of the Commonwealth of Massachusetts (An Act to Ensure Safe Access to Marijuana) and regulations of the *Massachusetts Cannabis Control Commission* found at 935 CMR 500.000, *et seq.*, one or more "Registered Marijuana Dispensary"(ies) or "Medical Marijuana Treatment Center"(s) pursuant to Chapter 369 of the 2012 Acts and Resolves of the Commonwealth of Massachusetts (An Act for the Humanitarian Medical Use of Marijuana) and regulations of the *Massachusetts Cannabis Control Commission* found at 935 CMR 501.000, *et seq.*, to engage in all ancillary activities directly or indirectly related to such purposes, and to engage in any and all other lawful activities permitted under the Act.

Section 2.7 Power and Authority

(a) Subject to the provisions of this Agreement, the Company, by majority vote of the Managers, shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental in furtherance of the purposes set forth in Section 2.6 above, including, without limitation, the power:

(i) to conduct its business and carry on its operations in such manner(s) as may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(ii) to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, develop, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible, that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iii) to enter into, perform and carry out contracts of every kind and description, including, without limitation, contracts with Insiders, any Affiliates of Insiders, or any agents of the Company (collectively, the “**Insider Contracts**”) necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company, subject to Section 4.15;

(iv) to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company including, without limitation, the purchase, sale, transfer, pledge and exercise of all rights, privileges and incidents of ownership or possession with respect to any Company asset or liability; and to secure the payment of any Company obligation by hypothecation or pledge of Company assets;

(v) to lend money for any proper purpose, to invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested;

(vi) to sue and be sued, complain and defend and participate in administrative or other proceedings;

(vii) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(viii) to indemnify any Person in accordance with the Act or this Agreement;

(ix) to obtain any and all types of insurance;

(x) to cease its activities and cancel its Certificate;

(xi) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(xii) to borrow money and issue evidence of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other liens on the assets of the Company;

(xiii) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;

(xiv) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(xv) admit new Members; and

(xvi) raise capital, sell the Company or make a public offering of the Company.

(b) Subject to the provisions of this Agreement and the approval of the Managers, (i) the Company may enter into and perform any and all documents, agreements and instruments contemplated hereby, all without any further vote, act or approval of any other Members, and (ii) the Managers may authorize any person, including any Member or officer to enter into and perform any document, instrument or agreement on behalf of the Company. Notwithstanding the foregoing or anything to the contrary herein contained, in the exercise of the powers enumerated (i), (iii), (iv), (vii), (ix), (xiv), (xv) and (xvi) in Subsection 2.7(a), the Managers may act only by majority vote, provided that in no case shall a majority consist of less than three (3).

ARTICLE 3

MEMBERS

Section 3.1 Place of Meetings

Any meeting of the Members shall be held at the principal office of the Company or at such other place, within or without the Commonwealth of Massachusetts, as shall be designated by the Managers, including without limitation telephonic meetings pursuant to Section 3.5.

Section 3.2 Notice of Member Meetings

Meetings of the Members may be held without call or notice at such places and at such times as the Managers may from time to time determine, provided, however, if the vote of the Members is required at such meeting, then written notice of the meeting to all Members shall be given by, or at the direction of, the person or persons calling such meeting at least three (3) days prior to the date of giving of such notice. Such notice shall specify the purpose of the meeting and be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Member. Such notice shall specify the place, day and hour of the meeting.

Section 3.3 Waiver of Notice

A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Member who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Member. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 3.4 Quorum

With respect to any meeting of Members, the presence in person or by proxy of the holders of a majority of the issued and outstanding Units of the Company shall constitute a quorum with respect to matters that require the vote of the Members, if applicable, in accordance with this Agreement or the Act. Members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough issued and outstanding Units entitled to vote to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those Members present may adjourn the meeting to such time and place as they may determine.

Section 3.5 Telephonic Meetings

One (1) or more Members may participate in any regular or special meeting of the Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

Section 3.6 Voting Power and Rights

Except as otherwise provided for herein, the holders of Class A Units shall be entitled to vote on all matters required by law or by the Certificate or this Agreement to be voted upon or approved by the Members. The Class A Members holding Units shall be entitled to vote at any regular or special meeting of the Members. To the extent a matter must be voted upon by all Members, all actions or vote with respect to such matter shall be a valid and effective act of the Company upon the consent of Members holding a majority of all the issued and outstanding Units.

Section 3.7 Members

a. List of Members; Admission. Subject to the following sentence, the name, mailing address, Capital Contribution, date of Capital Contribution, number and number of Units of the Members are set forth on Exhibit A attached hereto, as such exhibit shall be amended from time to time in accordance with the terms of this Agreement. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A, as amended and in effect from time to time. Upon (i) the execution and delivery of this Agreement and (ii) receipt of such Person's Capital Contribution, as set forth on Exhibit A, each Person listed on Exhibit A is hereby admitted to the Company as a Member of the Company with the number and class of Units set forth opposite such Person's name as of the date such person executes and delivers this Agreement.

b. Loans by Members. No Member shall be required to lend any funds to

the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or the terms of this Agreement. In the event that any Member does make a loan to the Company, neither the principal of, nor interest accrued upon, such loan shall be deemed a Capital Contribution. The Company is prohibited from loaning any money to any Insiders.

Section 3.8 No Liability of Members

Except for conduct that a court of competent jurisdiction deems to constitute fraud, willful misconduct or gross negligence, as otherwise required by applicable law, and as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company, or to any other Person, for the debts, liabilities, commitments or other obligations of the Company for any losses of the Company or to restore any deficit balance in such Member's Capital Account, or otherwise. Each Member shall be liable only to make such Member's Capital Contribution to the Company and any other payments specifically required hereunder.

Section 3.9 Other Activities

The Members and their Affiliates, other than the Managers and the Officers of the Company, may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 3.10 Covenant Not to Compete

Notwithstanding Section 3.9 hereof or anything to the contrary herein contained, beginning on the date hereof and continuing while any Person is a Manager or Member, as the case may be, of the Company and for a period of twenty-four (24) months immediately following the date that any such Manager or Member ceases to be a Manager or Member of the Company, such Manager or Member shall not, without the prior written consent of the Manager, (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, (iii) manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to the Company's business within any of the six (6) states comprising the region of the United States commonly known as "New England" including Maine, New Hampshire, Vermont, Massachusetts, Connecticut, and Rhode Island. The

provisions of this Section 3.10 shall survive this Agreement and the termination of the Company.

Notwithstanding this Section 3.10 to the contrary, it shall not be a violation of this Section 3.10 for any Person, either during such time as they are a Manager or Member, as the case may be, of the Company, or for a period of twenty-four (24) months immediately following the date that any such Manager or Member ceases to be a Manager or Member of the Company, for any such Person to contribute capital to, invest in, or otherwise have a financial interest in any business in competition with or otherwise similar to the Company's business, provided that any such Person's capital contribution, investment, or financial interest is limited to a so-called "passive" investment or interest and such Person does not actively undertake any of the roles or activities contrary to acting as such a "passive investor" and generally identified in Section 3.10 (i)-(iii) above.

ARTICLE 4

MANAGEMENT OF THE COMPANY

Section 4.1 Managers

(a) The full and entire management of the business and affairs of the Company shall be vested in the Managers that shall have and may exercise all of the powers that may be exercised or performed by the Company in accordance with the terms of this Agreement. Unless the approval of the Members is required by this Agreement or by nonwaivable provisions of applicable law, and in accordance with and subject to the terms and conditions of this Agreement including but not limited to Section 2.7, the Managers shall have full, complete, and plenary authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business, in accordance with the terms hereof.

(b) In order to secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of this Section 4.1, each Member hereby acknowledges and agrees to the grant of the power of attorney set forth in Section 16.6.

(c) The Managers may, from time to time, delegate to one or more persons (including any individual Manager, any Member, or any officer or employee of the Company) such authority and responsibility as the Managers may deem advisable. Any delegation pursuant to this subsection (c) may be revoked at any time by the Managers.

Section 4.2 Election of the Managers

The initial Managers of the Company shall be Dean Iandoli, Richard Olstein, Michael Staiti, Catherine Trifilo and one additional Person to be appointed Manager by the aforementioned four initial Managers (collectively the “**Managers**”, and, if only one, the “**Manager**”). Managers need not be residents of the Commonwealth of Massachusetts or Members of the Company.

(a) Section 4.3 Resignation of a Manager.

Subject to the terms of any separate written agreement between the Company and a Manager, a Manager may resign at any time by giving written notice to the Company. The resignation of a Manager who is also a Member shall not affect his or her rights as a Member. A Manager's resignation permitted hereunder shall be effective upon receipt unless such notice specifies a different date, and the acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4.4 Compensation of the Managers

A Manager shall not receive compensation for their services, except as otherwise approved by a majority vote of the Managers. The Managers, by majority vote, may establish what compensation, if any, a Manager may receive.

Section 4.5 Regular Meetings

The Managers shall hold such regular meetings at such times and places as they may determine.

Section 4.6 Special Meetings

Any Manager shall have the right to call special meetings at such times and places as he or she may determine, to be designated in a written notice of such meeting.

Section 4.7 Notice of Meetings

Meetings of the Managers may be held without call or notice at such places and at such times as the Managers may from time to time determine, provided, however, if the vote of the Members is required at such meeting, then written notice of the meeting shall be given by, or at the direction of, the person or persons calling such meeting at least three (3) days prior to the date of giving of such notice. Such notice shall be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Manager. Such notice shall specify the purpose, place, day and hour of the meeting.

Section 4.8 Waiver of Notice

A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Manager who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Manager. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 4.9 Action by Consent

Except as is otherwise specifically provided for herein, any action which may be taken at a meeting of the Managers may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by the Manager who would be entitled to vote at such meeting and shall be filed with the records of proceedings of the Managers of the Company. Notice of such actions taken by the Company shall be distributed to all Managers as soon as practicable.

Section 4.10 Telephonic Meetings

A Manager may participate in any regular or special meeting of the Managers by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 4.11 Quorum; Requisite Vote

With respect to any meeting of Managers, the presence in person or by proxy of not less than three (3) Managers shall constitute a quorum with respect to matters that require the vote of the Managers, if applicable, in accordance with this Agreement, including but not limited to Section 2.7 of this Agreement, or the Act. If a meeting cannot be organized because a quorum has not attended, those Managers present may adjourn the meeting to such time and place as they may determine. Notwithstanding that the number of Managers may be less than five (5), or that the number of Managers attending any meeting in person or by proxy shall be less than five (5), any action to be taken by the Managers pursuant to this Agreement by majority vote shall require the concurring vote of not less three (3) Managers.

Section 4.12 Interested Member or Officer Contracts

(a) No contract or other transaction between the Company and (a) one or more of its Members, officers or Affiliates of thereof (collectively, “**Insiders**”) or (b) any other entity in which one or more Insiders of the Company is an equity holder,

director or officer or has a financial interest, shall be void or voidable solely (i) for such reason, (ii) because such Insider is present at or participates in the meeting of the Members, as applicable, at which such contract is authorized or (iii) because the vote of such officer or Member is counted at the meeting of the Members, as applicable, at which such contract is authorized, if the Managers approve such transaction **and** one of the following conditions is satisfied:

(i) All material facts as to such contract, and such Insider's interest therein (if any), have been disclosed to or are known by the majority of all the Members and such contract or amendment thereto has been specifically approved in good faith by the majority of the Members, without counting the vote of any interested Member; or

(ii) Such contract or amendment thereto is fair as to the Company as of the time at which such contract is authorized, approved or ratified by the Managers.

Members so interested may be counted when present at meetings of the Members for the purpose of determining the existence of a quorum.

(b) To the extent the Managers appoint any Manager to be officers of the Company, nothing in this Agreement shall prevent such persons from receiving a salary or other compensation from the Company in his or her capacity as an officer.

Section 4.13 Scope of Authority of the Managers

Unless otherwise required by the Act or the express provisions of this Agreement, the Managers shall have the exclusive power and authority to manage the day-to-day business and affairs of the Company, and to carry out and exercise any and all of the purposes and powers of the Company set forth in Section 2.6 and 2.7, without the necessity of a meeting of the Members including, without limitation, the power to:

(i) open, maintain and close bank accounts and draw checks or other orders for the payment of money;

(ii) receive, acknowledge receipt for, account for, deposit, dispose of and/or otherwise handle all securities, checks, money and other assets or liabilities of the Company;

(iii) hire employees, bankers, attorneys, accountants, consultants, custodians, contractors and other agents, and pay them reasonable compensation;

(iv) maintain one or more offices within or without the Commonwealth of Massachusetts and in connection therewith rent or acquire office space and do such other acts as may be advisable in connection with the maintenance of such offices;

- (v) obtain any and all types of insurance;
- (vi) negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of the Company's assets or liabilities;
- (vii) borrow money and issue evidences of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Company;
- (viii) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;
- (ix) make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (x) enter into any agreement that requires consideration for goods or services payable by or to the Company;
- (xi) conduct marketing, advertising or public relations efforts or campaigns of the Company, including, without limitation, developing, hosting and maintaining internet websites;
- (xii) admit new Members;
- (xiii) raise capital, sell the Company or make a public offering of the Company; and
- (xiv) do any and all acts required of the Company with respect to its interest in any other Person.

No Member, unless such Member is a Manager, shall have any power or authority to manage the business or affairs of the Company.

Section 4.14 Coordination with The Act

It is the intent of the parties that, for all purposes, the term Manager shall be deemed to be synonymous with the term Manager as used in the Act, and the term Member or Members shall be deemed to be synonymous with the term member or members as used in the Act.

Section 4.15 Other Activities

The Insiders, other than the Managers and Officers of the Company, and their respective Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein,

neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

ARTICLE 5

OFFICERS

Section 5.1 Number and Election

The Managers shall appoint a President, who may also be appointed and serve as Chief Executive Officer (“**President/CEO**”), a Treasurer, who may also be appointed and serve as Chief Financial Officer (“**Treasurer/CFO**”), and a Secretary, and may appoint such other officers and agents as the Managers may deem appropriate. Any such officers shall have the authority of the Managers to act on behalf of and to bind the Company to the full extent of the Managers’ delegation of authority to such officers.

Section 5.2 Qualifications

A Person may hold more than one office. An officer may, but need not, be a Member of the Company.

Section 5.3 Term of Office

Each officer shall hold office until the end of the term for which such officer is appointed and until his or her successor shall have been elected, or until such Person's earlier death, resignation or removal.

Section 5.4 Chief Executive Officer, Chief Operating Officer and Chief Financial Officer

The Managers may also appoint a Chief Executive Officer, Chief Operating Officer and Chief Financial Officer, such officers to have the authority of the Managers to act on behalf of and to bind the Company to the full extent of the Managers’ delegation of authority to such officers.

Section 5.5 President or President/CEO

The President/CEO shall supervise generally and have executive powers concerning all of the day to day operations of the Company and shall perform all duties incident to the office of the President including, without limitation, exercise of general operating powers concerning all the property, business and affairs of the Company. The President/CEO shall be charged with carrying out the policies, programs, orders and resolutions adopted or approved by the Managers, and shall have all powers and perform all duties incident to the office, and any further powers

and duties as from time to time may be prescribed by the Managers. The President/CEO shall report to the Managers.

Section 5.6 Treasurer or Treasurer/CFO

The Treasurer/CFO shall be the chief financial officer of the Company and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and shares. The Treasurer/CFO shall have custody of the funds and securities of the Company and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managers or the President of the Company. The Treasurer/CFO shall have such other powers and perform such other duties as may from time to time be prescribed by the President or the Managers.

Section 5.7 Secretary

The Secretary shall attend meetings of the Members, keep minutes thereof and Company documents and materials in suitable books, and in general, perform all duties incident to the office of Secretary.

Section 5.8 Initial Officers

The Managers shall be deemed to have appointed as initial officers of the Company to the positions of President/CEO, Secretary and Treasurer/CFO.

Section 5.9 Other Activities

The Managers and Officers of the Company and their respective Affiliates may engage in, possess interests in, own, operate or manage other business or investment ventures of every kind and description for their own account or jointly with others; provided that such business or investment venture does not directly compete with the business of the Company. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 5.10 Salaries of Officers

The Managers shall determine and set salaries and other compensation for the Company's officers. Officers of the Company may be entitled to a salary and other compensation regardless if he or she is a Manager.

ARTICLE 6

EXECUTION OF DOCUMENTS

Section 6.1 Checks, Etc.

The Managers, or with their approval, one or more officers, may from time to time designate such employees, persons, entities, officers or agents who shall have power on behalf of the Company, in its name, to sign and endorse checks and drafts and to authorize the wire transfers of funds.

Section 6.2 Other Documents.

Unless otherwise authorized in writing by the Managers, all contracts, leases, deeds, deeds of trust, mortgages, negotiable instruments, powers of attorney to transfer the equity interests of Members and for other purposes, and all other documents requiring the authorization of the Managers of the Company shall be executed for and on behalf of the Company by the Person(s) designated in the Certificate, or if no Persons are so designated, by an officer or by one (1) or more other Persons designated in writing by the Managers.

ARTICLE 7

UNIT CERTIFICATES AND TRANSFERS

Section 7.1 Unit Certificates

Units, which shall represent the limited liability company ownership interests of the Members in the Company, may be evidenced by a certificate in such form as the Managers may from time to time determine. Every certificate issued by the Company shall be signed by the President/CEO and the Treasurer/CFO of the Company. Each certificate representing Units in the Company now or hereafter issued shall include a conspicuous legend, stating that the certificate and the rights represented by the certificate, including, without limitation, all rights to transfer such certificate, are subject to the terms of this Agreement, as it may be amended from time to time, and such other legend(s) as the Managers may deem to be appropriate.

Section 7.2 Loss or Destruction of Unit Certificates

In case of loss or destruction of a Unit certificate, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Managers or their designee of such loss or destruction, which proof may be in the form of an affidavit signed under the penalties of perjury and upon the giving to the Company of satisfactory security or indemnity against loss, by bond or otherwise, if such security or indemnity is deemed appropriate by the Managers. Any such new

certificate shall be plainly marked “Duplicate” upon its face.

Section 7.3 Transfers of Units

(a) Restrictions on the Transfer of Interests. Subject to the exceptions below, no Member may Transfer any portion of any Units to any other Person without the prior written consent of the Manager, which consent may be granted or withheld for any or no reason. Notwithstanding anything to the contrary contained herein, including without limitation the provisions of Sections 7.4 and 7.5, any Member may Transfer all or a portion of his/her/its Units (the following, each, a “**Permitted Transfer**”): (w) to another Member, (x) in the case of a Member who is a natural person, to (i) such Member's Relative, (ii) any trust, limited partnership, limited liability or other company primarily for the benefit of a Relative, (iii) any trust, limited partnership, limited liability or other company the beneficial owner of which includes only such Member, or (iv) any trust, limited partnership, limited liability or other company which is controlled directly or indirectly by such Member; (y) in the case of a Member who is not a natural person, to any partner, parent, subsidiary, equity holder or Affiliate of such Member; or (z) to another natural person or entity upon approval by the Manager; provided that any such transferee under clauses (w), (x), (y) or (z) immediately above shall agree in writing to be bound by, and the Units so transferred shall remain subject to, the terms and conditions of this Agreement; provided, further, that any proposed Transfer under this Section 7.3 must meet the following conditions unless so waived by the Manager, which conditions are intended, among other things, to ensure compliance with the provisions of applicable laws:

(i) the transferor or transferee undertakes to pay all expenses incurred by the Company in connection therewith;

(ii) the Company shall receive from the Person to whom such transfer is made (a) such documents, instruments and certificates as may be requested by the Managers, pursuant to which the transferee shall become bound by this Agreement, (b) a certificate to the effect that the representations and information required to be furnished pursuant to this Agreement are (except as otherwise disclosed in writing to the Managers) true and correct with respect to such Person and (c) such other documents, opinions, instruments and certificates as the Managers shall request; and

(iii) the transferring Member shall, prior to making any such transfer, deliver to the Company the opinion of counsel described in form and substance satisfactory to the Managers and shall be substantially to the effect (unless specified otherwise by the Managers) that giving effect to the Transfer contemplated by the opinion (a) will not violate any provisions of the Securities Act or applicable state securities laws; (b) for Federal income tax purposes, will not cause the termination or dissolution of the Company and will not cause the Company to be classified as other than a partnership; and

(c) will not violate the laws of any state or the rules and regulations of any governmental authority applicable to such Transfers, including without limitation, Massachusetts Island laws and regulations related to cannabis and the cannabis industry.

(b) Admission of Transferee as Member. Any transferee of all or any part of the Member's Units pursuant to the terms of this Article 7 shall be admitted to the Company as a substitute Member (and a member of the Company for purposes of the Act). In such event, such substitute Member shall, to the extent of such transfer, succeed to the Capital Account, rights and obligations hereunder of the Member making such transfer.

(c) Effective Date of Transfer. The Managers may, in their sole discretion, permit a Transfer to become effective as of the first day of the Accounting Period following such Transfer.

(d) No Dissolution. Admission of a substitute Member shall not be a cause for dissolution of the Company.

(e) Attempted Transfer in Violation of Agreement. Any purported transfer of any Units, in whole or in part, not made in accordance with this Article 7 shall be null and void *ab initio* and the Managers and all Members are authorized to continue to treat the purported transferor as a Member for all purposes of this Agreement.

(f) No Admission. No Person shall be admitted as a Member if such admission will (i) cause the Company to be classified as other than a partnership for Federal income tax purposes; or (ii) constitute a violation of any applicable registration provisions of the Securities Act or any other applicable State or Federal securities laws.

Section 7.4 Right of First Refusal

(a) In the event that a Member receives an offer from a third party, and wishes to accept said offer, to purchase any or all of the Member's Units (a "**ROFR Third-Party Purchaser**"), such Member (the "**ROFR Selling Member**") shall provide written notice (the "**ROFR Sale Notice**") to all other Members stating the terms of such proposed sale, including, without limitation, the purchase price and the closing date for the sale of such Units (the "**ROFR Sale Terms**"), and including copies of all materials (including, without limitation, a signed term sheet) with respect to such proposed sale. Each Member under the last sentence of this Section 7.4(a), shall have the exclusive right, not more than thirty days after receipt of the ROFR Sale Notice (during which time the ROFR Selling Member may not sell such Units to the ROFR Third-Party Purchaser), to either: (i) decline to purchase such Units from the ROFR Selling Member, or (ii) provide to the ROFR Selling Member a

written notice (the “**ROFR Acceptance**”) stating that the other Member, under the following sentence (a “**ROFR Purchasing Member**”), has agreed to acquire the Units of the ROFR Selling Member in accordance with the ROFR Sale Terms.

(b) If an ROFR Acceptance is given by a ROFR Purchasing Member to the ROFR Selling Member as provided in Section 7.4(a) above, the ROFR Selling Member shall sell the subject Units to the ROFR Purchasing Member pursuant to the ROFR Sale Terms. If more than one ROFR Purchasing Member delivers a ROFR Acceptance, each such ROFR Purchasing Member shall be allocated its Pro Rata Portion of the subject Units, unless otherwise agreed by such ROFR Purchasing Members. For the purposes of this Section 7.4, “**Pro Rata Portion**” means, with respect to any eligible ROFR Purchasing Member, on the date of the ROFR Sale Notice, the number of Units, equal to the product of: (A) the total number of offered Units and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFR Purchasing Member by (z) the total number of Units owned by all of the ROFR Purchasing Members.

(c) Failure of all other Members to deliver the ROFR Acceptance within thirty days after receipt of the ROFR Sale Notice shall be deemed to be an election by the other Members not to purchase the Units of the ROFR Selling Member as provided pursuant to Section 7.4(a). In the event the other Members elect not to purchase such Units of the ROFR Selling Member, the ROFR Selling Member may then sell such Units to the ROFR Third-Party Purchaser, provided that such sale to the ROFR Third-Party Purchaser is upon terms the same as or materially similar to the ROFR Sale Terms, as certified to the other Member by the ROFR Selling Member. If the ROFR Selling Member desires to sell the applicable Units to a ROFR Third-Party Purchaser on terms less favorable than, or materially different from the ROFR Sale Terms provided to the other Members, the ROFR Selling Member may not sell such Units without first providing the other Members with a revised ROFR Sale Notice and complying with the terms and provisions of this Section 7.4. The time period for the other Members to review and accept or deny such ROFR Sale Terms shall be fifteen days after receipt of such revised ROFR Sale Notice. Any permitted Transfer of Units to a ROFR Third-Party Purchaser under this Section 7.4(c) shall be subject to such ROFR Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(d) Notwithstanding the foregoing, this Section 7.4 shall not apply and a Member shall not have the right to purchase the Units of the other Members in connection with a Permitted Transfer.

Section 7.5 Right of Co-Sale

(a) If the Company and the ROFR Purchasing Members do not purchase all of the Units of the ROFR Selling Member pursuant to Section 7.4, the ROFR

Selling Member, within five (5) days after the expiration of the closing date set forth in the ROFR Sale Terms, shall deliver to all other Members (each a “**Designated Member**”), with a copy to the Company, a written notice (the “**Co-Sale Notice**”) that each such Designated Member shall have the right (the “**Co-Sale Right**”), in accordance with the terms and conditions set forth in this Agreement, to participate with the ROFR Selling Member in the Transfer of the Units of the ROFR Selling Member not purchased by the Company and the ROFR Purchasing Members pursuant to the provisions of Section 7.4 hereof (the “**Available Units**”) for an amount of consideration in respect of each such Designated Member’s Units equal to the Transfer Purchase Price Per Interest (the “**Co-Sale Purchase Price**”) on the terms and conditions set forth in the Co-Sale Notice described above and in accordance with this Section 7.5. The Co-Sale Notice shall set forth the date of closing of the proposed sale of the Available Units by the ROFR Selling Member to any Member accepting the terms set forth in the Co-Sale Notice (each such Member a “**Proposed Transferee**”), which date shall not be earlier than ten (10) days and not later than fifteen (15) days following the date on which the Co-Sale Notice is given. To the extent one or more of the ROFR Purchasing Members exercise their Co-Sale Right, the number of Available Units that the ROFR Selling Member may sell to the Proposed Transferee shall be correspondingly reduced.

(b) If a Designated Member desires to exercise its Co-Sale Right, such Designated Member shall give written notice (the “**Inclusion Notice**”) to the ROFR Selling Member, with a copy to the Company, within five (5) days after the Co-Sale Notice is given (the “**Co-Sale Election Period**”). The Inclusion Notice shall indicate the number of Units such Designated Member wishes to sell under its Co-Sale Right up to the number of Available Units. The maximum number of Units that each Designated Member may sell under its Co-Sale Right shall be equal to the product obtained by multiplying (i) the aggregate number of Available Units covered by the Co-Sale Notice by (ii) a fraction, the numerator of which is the number of outstanding Units owned by such Designated Member on the Co-Sale Notice Date and the denominator of which is the total number of outstanding Units owned by the ROFR Selling Member and all ROFR Purchasing Members on the Co-Sale Notice Date (such Units with respect to each Designated Member, the “**Co-Sale Right Interest**”). Any Designated Member that is covered by an Inclusion Notice delivered by a Designated Member to the ROFR Selling Member, with a copy to the Company, within the Co-Sale Election Period is referred to hereinafter as a “**Co-Sale Participant**.”

(c) At the closing of the sale of Available Units by the ROFR Selling Member to the Proposed Transferee, each Co-Sale Participant shall deliver to the Proposed Transferee satisfactory evidence from the Company and such Co-Sale Participant in accordance with the provisions of this Agreement of the number of Co-Sale Right Interests which such Co-Sale Participant has elected to sell. Upon receipt of such evidence, and concurrently with the purchase of Available Units

from the ROFR Selling Member, the Proposed Transferee shall remit to each Co-Sale Participant, by wire transfer of immediately available funds (or other means acceptable to such Co-Sale Participant), the Co-Sale Purchase Price with respect to the Co-Sale Right Interests. Each Member shall be entitled to the same form of consideration, payment terms and security in connection with any transaction effected in accordance with this Section 7.5. To the extent that any Proposed Transferee refuses to purchase Co-Sale Right Interests from a Co-Sale Participant, the ROFR Selling Member shall not sell to such Proposed Transferee any Available Units unless and until, simultaneously with such sale, such ROFR Selling Member purchases the Co-Sale Right Interests from the Co-Sale Participant in accordance with this Section 7.5.

(d) In the event that no Designated Member exercises its Co-Sale Right, then the ROFR Selling Member may Transfer all of the Available Units to the Proposed Transferee on the terms and conditions set forth in the Co-Sale Notice. Any proposed Transfer that is not completed within forty-five (45) days of the expiration of the closing date set forth in the ROFR Sale Terms Period or that would be on terms and conditions more favorable to the Proposed Transferee than those described in the Co-Sale Notice shall again be subject to the rights of first refusal and co-sale described herein and shall again require compliance by a ROFR Selling Member with the procedures described herein in connection therewith.

(e) Neither the Transfer of Available Units by the ROFR Selling Member nor the Transfer of Co-Sale Right Interests by a Designated Member shall be effective unless, contemporaneously with such Transfer, the Proposed Transferee executes a counterpart to this Agreement, thereby agreeing to be bound all the terms and conditions of this Agreement.

Section 7.6 Drag-Along Rights

If at any time the Managers or any Class A Member receives a *bona fide* offer from a third party to purchase, in one transaction or a series of related transactions, a majority of the issued and outstanding Units of the Company, or the Managers by a majority vote decides to offer a sale of all or a portion of the Company by a Qualified IPO, the Managers shall have the right to require that each other Member (each, a “**Drag-Along Member**”) participates in the Qualified IPO or in such sale in the manner set forth in this Section 7.6, and each Drag-Along Member shall be required to sell its respective interests at the price and upon the terms offered to the Managers or any Member; *provided, however*, that no Drag-Along Member shall be required to transfer or sell any of its Units if the consideration for the drag-along sale is other than cash or registered securities listed on an established U.S. or foreign securities exchange or traded on the NASDAQ National Market or a U.S. or foreign established over-the-counter trading system. Notwithstanding the provisions of this Section 7.6 and Section 10(2)(a)(ii), as

applicable, shall not apply and a Member shall not have the so-called “drag-along rights” in connection with a Permitted Transfer. Notwithstanding anything to the contrary in this Agreement, each Drag-Along Member shall vote in favor of the transaction and take all actions to waive any dissenters, appraisal or other similar rights.

Section 7.7 Optional Repurchase by the Company

(a) Dissociation. In the event of (i) the death of a Member; (ii) a Member ceasing to exercise, directly or indirectly, sole voting and dispositive power over his or her Units (unless transferred in accordance with the provisions of this Agreement); or (iii) the termination, whether voluntary or involuntary or with or without Cause, of a Member’s employment or services with the Company, the Company, by written notice to such Member (the “**Dissociated Member**”) or the personal representative of the Dissociated Member, as the case may be, shall have the option to purchase some or all of the Units of the Dissociated Member for the purchase price calculated in accordance with the Buyout Valuation. “**Permanent Disability**” shall mean an injury or sickness which renders such Member incapable, as determined by a physician selected by the Company and the Dissociated Member or his or her legal representative, as applicable, whether physically or mentally, of performing all or substantially all of such Member’s material duties to the Company for a period in excess of one hundred eighty (180) consecutive days or one hundred eighty days within any twelve (12) month period. To the extent the Company does not exercise its option to purchase the Units from a Dissociated Member in accordance with this Section 7.7, the other Members shall have the option to purchase such Member’s Units on a *pro rata* basis and on the same terms as the Company. “**Buyout Valuation**” shall mean the fair market value of the Units, as determined an acceptable appraisal practice, with such determination to be final and binding on the parties.

(b) Cause. A Member shall become a Dissociated Member if he or she commits an act or omission that constitutes Cause or accepts a position or engages in any activity, whether at the time such Member’s employment or consulting relationship with the Company terminates or within twelve (12) months thereafter, competitive with the business, and the Company shall have the option to purchase all of the Units of such Dissociated Member under the same terms in this Section 7.7; provided that the purchase price for the Units of such Dissociated Member shall be equal to seventy-five percent (75%) of the Buyout Valuation, and provided that all of costs and expense associated with a third-party appraiser in connection with the Buyout Valuation determination shall be borne solely and exclusively by the Dissociated Member. “**Cause**” means: (i) the failure by a Member to substantially perform his or her assigned duties and responsibilities to the Company that materially and adversely affect or threaten to affect the business or reputation of the Company; (ii) a Member’s commitment of fraud or participation in a material

act or omission involving dishonesty with respect to the Company or gross negligence in connection with his or her duties and responsibilities to the Company; (iii) the commission by the Member of any crime involving moral turpitude or any felony; (iv) a material breach by the Member this Agreement or, as applicable, of any employment, confidentiality, non-compete, non-solicit or similar agreement with the Company; (v) a Member's material violation of any Company rule, regulation, procedure or policy; or (vi) conduct which demonstrates a Member's gross unfitness to serve as an employee of the Company and which has had or is reasonably likely to have a significant adverse effect on the Company.

(c) Payment. The purchase price for the Dissociated Member's Units to be purchased by the Company in accordance with the provisions of this Agreement shall be paid in cash, a note or a combination of both, as determined by the Company in its sole discretion. To the extent that the Company elects to issue a note to purchase all or a portion of the Dissociated Member's Units, the Company shall deliver to the Dissociated Member a promissory note in an amount equal to the unpaid balance of the purchase price payable to the order of the Dissociated Member. Said promissory note shall provide for the payment of the balance of the purchase price in no more than four (4) consecutive, equal, annual payments of principal and interest commencing one year from the date of the purchase of the Dissociated Member's Units, with interest to accrue thereon from the date of said promissory note until maturity at the applicable federal rate as defined in Section 1274(d) of the Code in effect on the date of such purchase (or such other rate established under the Code as necessary to satisfy the imputed interest requirements of the Code relating to the purchase and sale of property). Such promissory note shall provide the maker thereof with the option of prepayment in whole or in part at any time and from time to time without penalty or premium.

(d) Insurance Policies. The Company may at its sole option, purchase, pay for, and maintain life insurance or long term disability buyout insurance on one or more of the Members that are individuals (if any), naming the Company as beneficiary, in such an amount or amounts that the Company is able under the terms of this Agreement to purchase the Units held by a Dissociated Member, as applicable.

ARTICLE 8

INDEMNIFICATION OF MEMBERS, OFFICERS AND OTHERS

Section 8.1 Indemnification

The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Person is or was a Manager, or officer or counsel of the Company,

or is or was serving at the request of the Company or the Managers as a partner, director, officer, principal, counsel or trustee of another corporation or business entity, or benefit plan or trust, against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, unless the Person seeking indemnification is determined to have been guilty of some gross negligence, fraud or willful misconduct, or otherwise not to have acted in good faith in the reasonable belief that his or her actions or omissions were in the best interests of the Company; provided, however, that the standard of conduct set forth in this sentence shall apply to a Manager who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer. For the avoidance of doubt, a Manager's conduct shall not be deemed to be willful misconduct for engaging in activity related to cannabis or the cannabis industry that may be a violation of federal law, so long as the Manager's conduct or activity is reasonably believed to be in compliance with applicable state laws. The Company may, but shall not be required to, indemnify any employee, independent contractor or agent of the Company on the same terms, or on such other terms as the Managers deem appropriate. Notwithstanding the foregoing, a Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws to the maximum extent permitted by such laws.

Section 8.2 Advance Payment

The right to indemnification provided for in this Article 8 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 8.1, in advance of the final disposition of any such actions, suit or proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided that the payment of such expenses incurred by any such Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of such Person of his or her good faith belief that such Person has met the standard of conduct necessary to be indemnified under this Article 8 and a written undertaking in form and substance acceptable to the Managers by or on behalf of such Person to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 8 or otherwise.

Section 8.3 Non-Exclusivity of Article 8

The indemnification provided by this Article and/or the Certificate of the Company shall not be deemed exclusive of nor deemed to exclude any other rights (whether arising under any indemnification agreement, under applicable law, or otherwise) to which those seeking indemnification may be entitled, and shall continue as to a Person who has ceased to be a Manager, employee, counsel or agent

of the Company and shall inure to the benefit of the heirs, executors and administrators of such Person.

Section 8.4 Insurance

The Company may, but is not obligated to, purchase and maintain insurance, at its expense, to protect itself, any Person entitled to indemnification hereunder and any other employee or agent of the Company or any Affiliate, whether or not the Company would have the power to indemnify such Person against such expense liability or loss under this Article 8.

Section 8.5 Exculpation

Notwithstanding any other provision of this Agreement, no officer, counsel or Manager of the Company shall be liable to the Company or to any Member or third-party for any act or failure to act undertaken in good faith with the reasonable belief that such act or failure to act was in the best interest of the Company and its Members. It is the intent of the parties that the provisions of this Section 8.5 shall be enforceable to the maximum extent permitted by law.

Section 8.6 Savings Clause

If this Article 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless such person indemnified pursuant to this Article 8 as to cost, charges and expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement with respect to any suit, action or proceeding including any appeal thereof to the full extent permitted by any applicable portion of this Article 8 that shall not have been so invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9 CAPITAL

Section 9.1 Authorized Capital and Units

(a) Authorized Capital. The Company shall initially have two (2) classes of Units, Class A Units (the “**Class A Units**”, the holders of such Units a “**Class A Member**”) and Class B Units (the “**Class B Units**”, the holders of such Units a “**Class B Member**”), each a “**Unit**” and, collectively, the “**Units**”. The number of authorized Units is One Hundred Thousand (100,000) and reserved for issuance to the Members as of the date hereof, the number of issued and outstanding Units of Authorized Capital are as set forth on Exhibit A to this Agreement. Each Class A Unit shall entitle the holder thereof to one vote equal to such holder’s Percentage Ownership (as set forth in Exhibit A to this Agreement, as may be amended from

time to time) in all matters submitted to the Members. The number of authorized Class A Units is Seventy Thousand (70,000) of which all Class A Units are issued and outstanding. The Class B Units are for investors and the holders of Class B Units are not entitled to vote. The number of authorized Class B Units is Thirty Thousand (30,000) of which all are issued and outstanding. The Managers may authorize the issuance of additional classes of Units, in which event Exhibit A shall be revised, in the manner set forth in this Agreement including but not limited to Section 9.6, to properly reflect the issuance of such additional classes of Units and each Member's revised ownership interest in the Company. Exhibit A shall be revised from time to time to properly reflect the admission of new Members and the transfer of Units, as the case may be.

(b) The Units. The holders of only the Class A Units shall have the right to vote, on the basis of one vote per Class A Unit, on all matters of the Company as provided for in this Agreement. The holders of Class A Units and Class B Units shall have the rights to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

Section 9.2 Capital Contributions

(a) Members. The Members have previously made contributions (capital and/or otherwise) as set forth on Exhibit A to the Company in connection with the issuance of their Units.

(b) Payment of Initial Capital Contributions. As a condition precedent to the issuance of Units, and a subscriber being admitted to the Company as a new Member, such subscriber shall first make a contribution to the capital of the Company in an amount equal to its Capital Contribution commitment. All Capital Contributions shall be made in cash, by certified check or by wire transfer of funds at the direction of the Managers, or in such other lawful form as the Managers may permit. No Member shall be obligated, or have the right, to make capital contributions to the Company in excess of its Capital Contribution commitment.

Section 9.3 Capital Accounts

A Capital Account shall be maintained for each Member in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof, with the Member's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Members. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code.

Section 9.4 Withdrawals from Capital Accounts

No Member shall be entitled to receive interest on or to withdraw any amount from such Member Capital Account, other than as expressly provided herein.

Section 9.5 Issuance of Units and Other Securities

The Managers are authorized, subject to the provisions of applicable law, the Company's Certificate and this Agreement, to issue from time to time any Authorized Capital of Units which is not then issued and outstanding. In addition to the foregoing, the Managers may from time to time issue equity and/or debt securities, options or warrants to acquire Units, and securities convertible into such Units, all on such terms and conditions as the Managers determine in their business judgment. In the absence of actual fraud, the judgment of the Managers as to the value of consideration shall be conclusive. Notwithstanding anything to the contrary contained herein, the actions and/or decisions of the Managers under this Section 9.5 shall be made in such manner and on such terms and conditions as the Managers determine to be reasonable, appropriate and in the best interests of the Company.

Section 9.6 Additional Capital from Existing Members; Admission of New Members; Dilution

(a) If the Managers determine in good faith that additional capital is required by the Company (a “**Capital Call**”), the Managers shall so notify Class B Members in writing, together with a statement of the amount of capital required and the reasons therefor. The Class B Members may, but shall not be required to, contribute all of the additional capital to the Company and maintain their aggregate 30% ownership in the Company. If Class B Members choose not to contribute additional capital or contribute less than 100% of the additional capital, then the Class A Members shall have the right to participate, on a *pro rata* basis, in any further offering of new and different Units, and Class A and Class B ownership interests shall be adjusted in accordance with 9.6(c) below. Capital contributions shall be due and payable within the period specified in the Managers’ written notice to the Members, or on such other terms as the Managers may reasonably determine to be necessary and appropriate.

(b) If all of the requisite additional capital is not committed to by all of the existing Class A Members and Class B Members, then new Units in the Company may be issued and Persons acquiring such Units may become new (as applicable) Members of the Company, as determined from time to time by the Managers, upon terms and conditions determined in the reasonable business judgment of the Managers to be commercially reasonable, provided that each such Member shall

execute a counterpart signature page and agree to be bound by the terms and conditions of this Agreement, as it may be amended, to reflect the terms and conditions of admission of such new (as applicable) Member and/or new class of Units.

(c) If fewer than all of the Members participate in a Capital Call, and if the requisite additional capital set forth in the Capital Call is not fully committed to pursuant to the provisions of Section 9.6(b), then all of the requisite additional capital shall then be raised in the manner as determined by the Managers upon terms and conditions determined in the business judgment of the Managers to be commercially reasonable. With respect to any such transaction that involves the issuance of additional Units of the Company, each Member shall have a right of first refusal to purchase its *pro rata* share of any such Units. For purposes hereof, “*pro rata*” means the number of units equal to the ratio of (i) the number of Units held by such Member immediately prior to the issuance of such Units to (ii) the total number of Units outstanding immediately prior to the issuance of such Units. If the Company proposes to issue any such additional Units, it shall give each Member written notice of such intention, describing such Units, the price and terms and conditions upon which the Company proposes to issue the same. Each Member shall have thirty (30) days from the receipt of such notice to agree to purchase its *pro rata* share of such Units for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the number of Units to be purchased. To the extent any Member specifies a number in excess of his or her *pro rata* share, he or she may purchase additional offered Units to the extent they are not purchased by other prospective purchasers.

ARTICLE 10

PROFITS, LOSSES, DISTRIBUTIONS AND FEES

Section 10.1 Available Cash Flow

For any particular period, the term “**Available Cash Flow**” as used in this Agreement shall mean the aggregate cash receipts collected by the Company (including, without limitation, sales in the ordinary course of business, interest income, proceeds from the sale of capital assets and the proceeds from any business interruption insurance, but excluding Capital Contributions from Members, proceeds of any debt financing and the proceeds of any casualty, life, or other insurance, unless otherwise determined by the Managers) less (i) the payment or accrual for payment of all current operating expenses; (ii) any debt service payments; and (iii) provisions for the reasonable capital requirements of the Company, including working capital, appropriate to enable the Company to carry out its purposes, but disregarding depreciation, amortization and other noncash items. The Managers’ determination of Available Cash Flow and its components, including, without limitation, the incurring of capital expenses and provisions for

reasonable capital requirements and appropriate investments and reinvestments of by or in Company, shall be conclusive, in the absence of bad faith.

Section 10.2 Distribution of Available Cash Flow

(a) Subject to the admission of additional Members and classes of Units, Available Cash Flow of the Company, if any, shall be distributed among the Members from time to time, but no less frequently than annually (except as provided in Section 10.2(a)(i)), as determined in good faith by the Managers and as follows:

(i) Tax Distributions. The Company, subject to having sufficient Available Cash Flow, may declare and pay quarterly Tax Distributions to each Member, *pro rata* in accordance with the number of Units held by each Member, in an amount that the Managers determine in good faith is sufficient to fund the Members' estimated taxes for the then-current tax year, as well as declare and pay Tax Distributions to the Members before April 1 of each year for any remaining tax payments due by the Members with respect to the immediately preceding tax year of the Company; or in the case of a Capital Transaction, within thirty days of receipt of such proceeds by the Company, provided that, other than in the case of a Capital Transaction, each such Tax Distribution shall be subject to the Managers determining in good faith that such Tax Distribution shall not materially impair the liquidity of the Company. Notwithstanding anything to the contrary in this Section 10.2(a)(i), (A) no distributions shall be made pursuant to this Section 10.2(a)(i) if distributions otherwise made to such Member under Section 10.2 are sufficient to discharge such Member's tax liability; (B) in making any determination of a Member's taxes, the Managers shall base their determination of the amount to be distributed under this Section 10.2(a)(i) on the cumulative distributive share of items of income, deduction, gain, loss, and credit allocable (or that would be allocable) to such Member's Units from the date of formation of the Company to the date on which such determination is made (or the end of the year for which the distribution is made, if earlier), in excess of the distributive share of such items from the formation of the Company to the beginning of the year for which such distribution is made; and (C) in making any determination of the amount of a Tax Distribution to a Member pursuant to this Section 10.2(a)(i), the Managers shall make a good faith effort to distribute not less than thirty-five percent (35%) of the profits of the Company.

(ii) Operations. Available Cash Flow, if any, shall be distributed: to all Members *pro rata* in accordance with the percentage interests of each Member, as set forth on Exhibit A attached hereto, as may be amended from time to time to reflect additional investments and/or the admittance of additional Members. Notwithstanding the foregoing or anything to the contrary herein contained, Available Cash Flow shall be distributed annually to each Member in an amount equal to the greater of: a) six percent (6%) of the equity invested in the Company by

such Member; or b) thirty percent (30%) of all funds available for distribution in a given year.

(iii) Capital Transactions. Available Cash Flow arising from a Capital Transaction shall be distributed (A) *first*, 100% to the Members *pro rata* in accordance with the *pro rata* Capital Contributions of each Member, until such time as the Members have received Distributions under this Section 10.2(a)(iii) equal to 100% of their total Capital Contributions; (B) thereafter to all Members *pro rata* in accordance with the percentage interests of each Member, as set forth on Exhibit A attached hereto, as may be amended from time to time to reflect additional investments and/or the admittance of additional Members. The foregoing provisions of Section 10.2 to the contrary notwithstanding, the Managers shall have the right to apply any Available Cash Flow to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such Available Cash Flow is applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a Capital Contribution to the Company. In the event the Capital Transaction is a Qualified IPO, each Member's Units will be automatically converted into common units of the Company at the then applicable conversion price. Such units may or may not be registered as part of a Qualified IPO.

(b) Distributions of Available Cash Flow made only to a specific class of Members shall be made to the Members in such class in a *pro rata* manner in accordance with the number of Units held by all such Members in such class.

(c) Distributions of Available Cash Flow shall be made to Members of record as of the record date established by the Managers, provided that tax distributions governed by the provisions of Section 10.2(a)(i) shall be made to each Person who has been allocated Net Profits with respect to which the tax distribution relates, irrespective of whether such person is still a Member on the record date or the actual date of the tax distribution.

(d) Notwithstanding anything to the contrary set forth in paragraph (a) of this Section 10.2, any Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 13.4 below.

(e) The Company is prohibited from making Distributions in kind.

(f) Tax Distributions made pursuant to Section 10.2(a)(i) shall not be treated as an advance against and shall not reduce future distributions payable to any Member pursuant to Section 10.2(a)(ii)(A).

Section 10.3 Allocation of Profits and Losses

(a) For purposes of this Section 10.3, after giving effect to the mandatory allocations set forth in Section 10.4, Profits or Losses for such fiscal year or other applicable period shall be allocated to the Members as follows:

(i) Losses shall be allocated to Members *first* to offset Profits previously allocated to Members in accordance with Section 10.3(a)(ii) and *next* in proportion to each Member's aggregate Capital Contributions that have not been previously distributed pursuant to Sections 10.2 or 13.4, and

(ii) Profits shall be allocated as specified above in Section 10.2(a)(ii) (substituting the term "Profits" for "Available Cash Flow"), with due regard for distributions made pursuant to Sections 10.2(a)(i) and 13.4, and for differences between Available Cash Flow and the time at which Profits are recognized, the intent being at all times to substantially reflect the economic effect of distributions on a cumulative basis since the formation of the Company.

(b) Each item of income, gain, loss or expense giving rise to Profits or Losses of the Company for any period shall be allocated among the Members in the same proportion as the Profits or Losses of the Company for such period are allocated among the Members.

(c) Allocations pursuant to this Section 10.3 determined or approved in good faith by the Managers or their delegate shall be binding upon the Members.

(d) The manner in which Capital Accounts are to be maintained and allocations are to be made pursuant to this Agreement is intended to comply with the requirements of Code Section 704(b) and the Regulations promulgated thereunder, and this Agreement shall be interpreted and administered in a manner consistent therewith.

Section 10.4 Allocations to Comply with Regulations

In order to comply with the provisions of applicable Treasury Regulation, the following special allocations of income, gain, loss and expense shall be made notwithstanding the provisions of Section 10.3 hereof.

(a) Deficit Capital Account Allocations. Subject to the remaining provisions of this Section 10.4, in accordance with Treasury Regulation Section 1.704-1(b)(2), no allocation of expenses or losses shall be made pursuant to Section 10.3 hereof to the extent such allocation would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates. Such expenses and losses shall instead be allocated among the other Members not subject to this limitation in accordance with the number of Units held by each. For purposes of this paragraph (a), the following rules shall apply:

(i) each Member's net deficit balance in his or her respective Capital Account shall be determined by adding to such Capital Account balance the amount of such Member's share (as determined pursuant to Treasury Regulation Section 1.704-2) of the total minimum gain of the Company as of the end of the period with respect to which such determination is being made; and

(ii) in determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Member's Capital Account shall be treated as if it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Member in any future period over the net book profits reasonably expected to be allocated to such Member during (or prior to) the period in which such distributions are expected to be made.

(b) Qualified Income Offset Provision. If a Member unexpectedly receives an adjustment, allocation or distribution under this Agreement which causes or increases a net deficit balance in such Member's Capital Account as of the end of the period to which such adjustment, allocation or distribution relates, such Member will be allocated items of income and gain in an amount and manner sufficient to eliminate such net deficit balance as quickly as possible. The rules set forth in subparagraph (a)(i) and (a)(ii) of this Section 10.4 shall apply for purposes of determining whether any adjustment, allocation or distribution would cause or increase a net deficit balance in any Member's Capital Account.

(c) Minimum Gain Chargeback Provision. If there is a net decrease in the Minimum Gain of the Company (as determined pursuant to Treasury Regulation Section 1.704-2) during any period, then each Member shall be allocated items of income and gain in accordance with the provisions of Treasury Regulation Section 1.704-2.

(d) Subsequent Allocations. Any special allocations of items of income, gain, loss or expense made pursuant to this Section 10.4 shall be taken into account in computing subsequent allocations of income, gain, loss and expense pursuant to Section 10.3 hereof, so that the net amount of any item of income, gain, loss and expense allocated to each Member pursuant to Section 10.3 hereof and this Section 10.4 shall, to the extent possible, be equal to the amount of such items of income, gain, loss and expense that would have been allocated to such Member pursuant to such sections if the special allocations of income, gain, loss or expense required by this Section 10.4 had not been made.

(e) Interpretation of these Provisions. The provisions of subsections (a) through (d) (collectively, the “**Regulatory Allocations**”) of this Section 10.4 are intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2) and 1.704-2 and shall be interpreted consistently therewith. It is the intent

of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, Profits, Loss, or deduction pursuant to this Section 10.4(e). Therefore, notwithstanding any other provision of this Agreement (other than the Regulatory Allocations), the Managers shall make offsetting special allocations of Company income, Profits, Losses or deductions in whatever manner it deems appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 10.3.

ARTICLE 11

BOOKS OF ACCOUNT AND RECORDS

Section 11.1 Books and Records

The Company, acting through the officers and Managers, shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Managers may determine, and otherwise in accordance with Generally Accepted Accounting Principles, consistently applied. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and, upon written request of a Member specifying the reason for such request (which reason shall be directly related to the interest of such Person as a Member), copying by the Members or their duly authorized representatives at such Member's expense. The Company may require, as a condition precedent to permitting inspection and copy of such records, that the requesting Member agree in writing that such Member will not provide the information to third parties other than legal counsel, accounting or other professional advisors, or make any other use of such information not directly related to such Person's interest as a Member. The Company will provide to all Members on an annual basis its reviewed (or audited) financial statements prepared by an independent CPA firm.

Section 11.2 Tax Information

As soon as available after the end of each fiscal year of the Company, the Managers shall send or cause to be sent to each Member the tax information necessary for the preparation by such Member of his or her federal and other income tax returns.

Section 11.3 Inspection of Property

The Company shall permit any Member, upon written demand under oath

stating a purpose therefore reasonably related to its interest as a Member, during normal business hours and at such other times as the Member may reasonably request, to (i) examine the Company's financial records and make copies thereof or extracts therefrom at the Member's sole expense and (ii) discuss the affairs, finances and accounts of the Company with the Managers and officers of the Company, provided that Company shall not be obligated to provide any information or access to a Member if or to the extent the Company is advised by its legal counsel that such action would result in a waiver of attorney/client privilege as between the Company and its legal counsel.

ARTICLE 12

DISSOLUTION OF THE COMPANY

Section 12.1 Events of Dissolution

The happening of any of the following events (each, a “**Dissolution Event**”) shall result in the immediate dissolution of the Company:

- (a) The written resolution of the Managers to dissolve the Company;
- (b) the written agreement of Members holding at least two thirds of the issued and outstanding Units of the Company; or
- (c) the sale or exchange of all or substantially all of the assets of the Company or the Units.

ARTICLE 13

ADDITIONAL PROVISIONS CONCERNING DISSOLUTION OF THE COMPANY

Section 13.1 Winding Up Affairs; Liquidation

In the event of the dissolution of the Company for any reason, the Managers, or if the Managers are unable to do so, a liquidating agent or committee selected by the Managers, shall commence to wind up the affairs of the Company and to liquidate its assets in accordance with the Act and the terms of this Agreement, and shall cause the Certificate to be cancelled in accordance with the provisions of the Act. Allocations of income, gain, loss, expense, deductions, tax preference items and tax credits shall continue to be made among the Members during the period of liquidation in accordance with the provisions of this Agreement. The Managers or any such liquidating agent or committee, as the case may be, shall have the full right and unlimited discretion to determine the time, manner and terms of (i) any sale or sales of Company assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and

economic conditions, and (ii) any in-kind liquidating distributions to Members, so long as any nonratable distributions of property interests result in the distributees receiving value in accordance with the provisions of this Agreement.

Section 13.2 Time for Liquidation

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities so as to enable the Managers or liquidating agent or committee, as the case may be, to minimize the normal losses attendant to any such liquidation.

Section 13.3 Required Reports

If requested by the Managers, the liquidating agent or committee, as the case may be, shall furnish each Member with a statement audited and certified by an independent firm of certified public accountants showing: (i) the net profit or net loss of the Company from the date of the last annual statement prepared hereunder, to the date of the final distribution of the proceeds of the liquidation to the Members and (ii) the manner in which the proceeds of liquidation were distributed.

Section 13.4 Distribution of Proceeds from Sale and Liquidation of Company Property

Upon the liquidation of the Company or the sale of all or substantially all of its assets or similar change of control transaction (including by merger or otherwise) (a “**Liquidation Event**”), the net proceeds of such Liquidation Event and any other funds or property of the Company shall be distributed and applied to the extent available in the following order of priority:

- (a) to the payment of debts and liabilities of the Company including any debts and liabilities to a Member, including, but not limited to, any unpaid Tax Distributions pursuant to Section 10.2(a)(i);
- (b) to the setting up of any reserves which the Managers or the liquidating agent or committee, as the case may be, deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Company; and
- (c) after taking into account any and all prior allocations and distributions by the Company for the current fiscal year, in the same manner set forth above in Section 10.2(a)(iii).

Section 13.5 Capital Account Adjustments

For purposes of Section 13.4 hereof, the respective balance in the Capital

Account of each Member shall be determined (i) after allocating all income, gain, loss and expense of the Company pursuant to Article 10 above and (ii) after taking into account all prior distributions to the Members.

Section 13.6 Compliance with Treasury Regulations.

In the event the Company is liquidated within the meaning of Treasury Regulation Section 1.704-1(b)(2), the following action shall be taken by the later to occur of (i) the last day of the Company's taxable year in which such liquidation occurred or (ii) the ninetieth (90th) day following the date of such liquidation:

(a) Distributions shall be made to the Members in accordance with Section 13.4 including, without limitation, distribution to Members who have positive Capital Account balances in compliance with Treasury Regulation Section 1.704-1(b).

(b) In the discretion of the Managers or the liquidating agent or committee, as the case may be, distributions pursuant to this Section 13.6 may be distributed to a trust of which the Managers or the liquidating agent or committee is (are) the trustee(s) (hereinafter the “**Trustee**”) established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company so long as an opinion of counsel is obtained to the effect that such trust will not be taxed as an association taxable as a corporation. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Trustee, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; and a portion or all of such assets may be withheld by the Trustee to provide a reasonable reserve for liabilities.

Section 13.7 Limitation Obligation to Restore Deficit Capital Accounts

Absent the express unqualified requirements of applicable law, no Member having a deficit Capital Account balance upon the liquidation of the Company, or such Member's interest in the Company, as determined after taking into account all Capital Account adjustments for the fiscal year of the Company in which such event occurs, shall be required to restore such deficit. Such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

ARTICLE 14

AMENDMENTS

Except to the extent specifically set forth herein, this Agreement may be altered or amended only by the vote of not less than two-thirds (2/3) of the Class A

Members. Any amendment to this Agreement approved in accordance with the terms of this Article 14 shall be binding upon all Members (including the Class A Members and the Class B Members), whether or not they consented to or joined in such amendment or were entitled to vote on such amendment, and the Managers shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Member pursuant to the power of attorney set forth in Section 16.6 of this Agreement. Any amendment so approved shall for all purposes, including, without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Members. **Notwithstanding the foregoing or anything contained in this Agreement to the contrary, except as may be prohibited by applicable law, any amendment to this Agreement that materially affects the rights of the Members shall also require the vote of at least a majority of the then issued and outstanding Units.**

ARTICLE 15

REPRESENTATIONS AND WARRANTIES

Section 15.1 Representations and Warranties

(a) Each of the undersigned Members of the Company hereby represents and warrants to the other Members and to the Company as follows:

(i) The undersigned is acquiring the Units of the Company solely for his or her own account, as a principal, for investment purposes only, and with no present intention agreement or arrangement to resell, transfer or assign any of such Units.

(ii) The undersigned acknowledges that: (i) the Units have not been registered under the Securities Act, or under the securities laws of any state, and therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of one or more states, or an exemption from registration is available; (ii) the Company is under no obligation to register the Units and the Company has no intention of making publicly available the information necessary for the Member to use the exemption from registration provided in Rule 144 promulgated under the Securities Act; (iii) there is no established or anticipated public market for the Units; (iv) the offering price of the Units has been arbitrarily determined; (v) the value of the Units is speculative; and (vi) transfer of the Units is restricted under the terms of this Agreement and by applicable law.

(iii) The undersigned has the legal right, power and authority to enter into this Agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Member's obligations hereunder do not conflict with any agreement, instrument, court or administrative

order to which such Member is a party or by which such Member is bound.

(iv) Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1 Tax Controversies

(a) Such Person as is appointed by the Managers shall be designated the Tax Matters Representative for the purposes of Code Section 6231(a)(7) for so long as such Person is a Member and willing to serve in that capacity. Should there be any questions or controversy with the Internal Revenue Service or other taxing authority involving the Company, such person shall act as the agent of the Company to resolve such question or controversy and may, on behalf of the Company, incur any expenses he or she deems necessary or advisable in the interest of the Members in connection with any such question or controversy, including professional fees and the cost of any protest, litigation and/or appeals. The initial Tax Matters Representative shall be Michael Staiti.

(b) The initial Tax Matters Representative shall be designated by the Managers, and shall have sole authority to act on behalf of the Company for purposes of subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws. For purposes of this Section 16.1, unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified.

(c) If the Company qualifies to elect pursuant to Code Section 6221(b) (or successor provision) to have federal income tax audits and other proceedings undertaken by each Member rather than by the Company, then the Tax Matters Representative may cause the Company to make such election.

(d) Notwithstanding other provisions of this Agreement to the contrary, if any “partnership adjustments” (as defined in Code Section 6241(2)) is determined with respect to the Company, the Tax Matters Representative, in his or her discretion, may cause the Company to elect pursuant to Code Section 6226 to have such adjustment passed through to the Member for the year to which the adjustment relates (i.e., the “reviewed year” within the meaning of Code Section 6225(d)(1)). In the event that the Tax Matters Representative has not caused the Company to so elect pursuant to Code Section 6226, then any “imputed underpayment” (as determined in accordance with Code Section 6225) or “partnership adjustment” that does not give rise to an “imputed underpayment”

shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Tax Matters Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year.

(e) The Tax Matters Representative is authorized to (A) extend the statute of limitations for assessment and (B) enter into a settlement agreement with the Internal Revenue Service on behalf of the Company.

Section 16.2 Tax Elections

In the event of the transfer of any interest in the Company or the distribution of property to any Member, the Company may, at the determination of the Managers, file an election under Code Section 754 to cause the basis of the Company's assets to be adjusted for federal income tax purposes as provided by Code Sections 734 and 743.

Section 16.3 Applicable Law Forum

This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts. AS A MATERIAL INDUCEMENT FOR EACH MEMBER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER MEMBER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 17, AND EACH MEMBER HEREBY WAIVES ANY AND ALL RIGHTS SUCH MEMBER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS. EACH MEMBER FURTHER CONSENTS TO SERVICE OF PROCESS UPON SUCH MEMBER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID AT THE ADDRESS OF SUCH MEMBER MOST RECENTLY REFLECTED ON THE BOOKS OF THE COMPANY.

Section 16.4 Counterparts

This Agreement may be executed in multiple counterparts and by way of facsimile or scanned email transfer, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. Each party may rely upon machine copies of the signed Agreement to the same extent as a manually

signed original copy hereof.

Section 16.5 Severability of Provisions

Each provision of this Agreement shall be considered separately and if, for any reason, any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation or affect any other provision of this Agreement which is valid, nor shall it affect the subject provision, except to the extent necessary to conform to then prevailing law.

Section 16.6 Power of Attorney

Each Member hereby constitutes and appoints the Managers of the Company, and each of them from time to time in office, such Member's true and lawful attorney in fact for such Member and in such Member's name, place and stead to (a) secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of Section 4.1; (b) make, execute, sign, acknowledge, file for recording, and publish, such documents and instruments as may be necessary from time to time to carry out the provisions of this Agreement; (c) effect the transfer of Units in the Company; (d) appoint a successor Tax Representative as provided hereunder; (e) effectuate the issuance of Units in the Company and the admission of new Members, all in accordance with the terms of this Agreement; and (f) execute and deliver any certificate or instrument required to amend this Agreement pursuant to its terms, or otherwise to conform the terms of this Agreement to the provisions of the Act, the Code, and any Treasury Regulations promulgated thereunder, as these may change from time to time. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest, and shall survive the bankruptcy, death or incapacity or termination of legal existence of a Member, and the assignment by any Member of his or her interest in the Company; provided, that in the event of such an assignment, the foregoing power of attorney of the assignor Member shall survive such assignment only until such time as the assignee is admitted as a Member of the Company, and all required documents and instruments have been duly executed, filed and recorded to effect such substitution. No Member shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with, conflicts with, or violates any provision of this Agreement.

Section 16.7 Entire Agreement

This Agreement, together with the Exhibits hereto, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto, and there are no

promises, agreements or understandings, oral or written, expressed or implied, among the Members or any of them relating to the subject matter of this Agreement except as set forth herein.

Section 16.8 Separate Counsel

Each Member represents that such Person has had the opportunity to consult with separate legal counsel as to the terms and provisions of this Agreement, the terms and provisions of all documents and agreements referenced herein, the nature of the business of the Company, the application of all laws, regulations and rules relating thereto, at the expense of the undersigned Person, prior to signing and delivering this Agreement, and has signed and delivered this Agreement to the Company with the intent to be legally bound hereby.

Section 16.9 Waiver of Jury Trial

Each Member hereby waives any right to a trial by jury with respect to any litigation which arises out of or which is related to the respective rights and obligations of any party to this Agreement or any transactions contemplated hereby.

Section 16.10 Confidentiality

Unless otherwise required by law, each Member shall, and shall cause each of his or her Affiliates to, maintain, at all times from and after the date of such Member's execution of this Agreement (including after any time such Person ceases to be a Member), the confidentiality of all information furnished to him or it pertaining to the Company, other than information that such Member can demonstrate (a) is generally known to the public (other than as a result of dissemination by such Member or his or her Affiliates), (b) was obtained by such Member from a third party who is not prohibited from transmitting the information to such Member by a contractual, legal or fiduciary obligation to the Company, or (c) that the Managers have consented to in writing; provided that the prohibitions set forth in this Section 16.10 shall not apply to any information that a Member is required by law to disclose, so long as such Member provides the Company with as much prior notice as is practicable to the extent such notice is legally permissible.

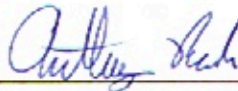
ARTICLE 17 ARBITRATION

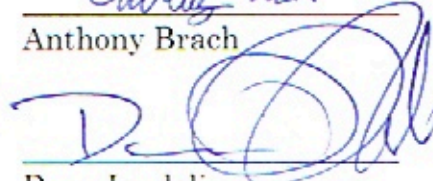
The parties hereby agree that unless otherwise specifically required by law, any and all disputes, and legal and equitable claims arising between or among the Members, the Managers, the officers, the Company, or any of them or any combination of them, which relate to the rights and obligations of such Persons under the terms of this Agreement, any agreement contemplated hereby, or any

future agreement, understanding or instrument to which two or more such Persons may be parties, shall be submitted to binding arbitration in the Commonwealth of Massachusetts, JAMS, Inc. before a single arbitrator. Arbitration shall take place in Boston, Massachusetts, or any other location mutually agreeable to the parties. Reasonable notice of a time and place of arbitration shall be given to all persons as shall be required by law, in which case such persons or their authorized representatives shall have the right to attend and/or participate in all the arbitration hearings in such matter as the law shall require. Any Person who commences any litigation in violation of the terms hereof, and fails to prevail, shall be liable for all reasonable costs and expenses of the arbitration or litigation, including without limitation the fees of the arbitrator(s) and legal counsel to all parties, and witness fees of all parties to the proceeding.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]


Members:



Anthony Brach

Dean Iandoli

Richard Olstein

Michael Staiti

Catherine Trifilo

CPC Equity, LLC

Exhibit A

Names, Addresses and Percentage Ownership with respect to Members

<i>Names and Address of Members</i>	<i>Number of Units Owned</i>	<i>Class of Units</i>	<i>Percentage Ownership</i>
Anthony Brach 12 Stratford Village Drive Millbury, MA	5,000	Class A	5%
Dean Iandoli 287 Chapman Road Barre, MA 01005	16,250	Class A	16.25%
Richard Olstein 33 Edgewood Road Wayland, MA 01778	16,250	Class A	16.25%
Michael Staiti 106 Plain Road Wayland, MA 01778	16,250	Class A	16.25%
Catherine Trifilo 287 Chapman Road Barre, MA 01005	16,250	Class A	16.25%
CPC Equity, LLC 910 Boston Post Road, Suite 310 Marlboro, MA 01752	30,000	Class B	30%
Total	100,000		100.0%

Caregiver Patient Connection, LLC ,d.b.a. Local Roots
Business Plan

Business Summary

Caregiver Patient Connection, LLC (CPC) d.b.a. Local Roots

CPC commenced operations in June, 2019 as a Tier II cultivator in Barre, MA. (MC281254) CPC has a Final License for retail sales in Fitchburg, MA, scheduled for opening in March, 2020. (MR282131) CPC a Provisional License for a 23,000 square foot indoor cultivation facility in Framingham, MA (MC282206) and a Tier II Indoor cultivation facility co-located at its' Barre, MA location (MC282237). CPC has submitted a complete application for Product Manufacturing in Framingham, MA (MP281301)

CPC has raised \$6,550,000. The funds are being used for licensing, startup costs, design and construction, equipment fit out, dispensary buildout and working capital to fund operations, including:

- Indoor/outdoor cultivation and greenhouse facility-Barre
- Retail dispensary-Fitchburg,
- Retail dispensary-Sturbridge
- 24,300 square foot indoor cultivation facility and 5,000 square foot Product Manufacturing- Framingham
- Third retail dispensary-TBD location Central Massachusetts

When fully built, CPC will be fully, vertically integrated.

Investment Structure

CPC is majority owned (65%) in equal shares by Catherine Trifilo, Dean landoli, Richard Olstein and Michael Staiti. CPC Equity, the investment entity of CPC, owns 30% of CPC and is contributing 100% of the equity needed to fund operations. The principals listed above also manage CPC Equity. The company is controlled by the majority owners identified above.

Executive Experience

CPC has assembled a diverse team of passionate, dedicated professionals with a breadth of diverse, and successful, business experience. Catherine Trifilo and Dean landoli founded the company in 2016 and received their vertically integrated medical license from the Department of Public Health in January, 2018. Trifilo is a retired real estate attorney with over 20 years' experience. Catherine received her Master's Degree in Gerontology from the University of Southern California. Dean landoli has successfully developed and operated several companies including a 400 site RV resort and campground and four commercial size solar farms which he still owns and operates. Catherine and Dean reside in Barre, MA. Michael Staiti and Richard Olstein joined the team in June, 2018 and bring over 50 years' experience in accounting, finance, construction, real estate development and permitting. Staiti and Olstein are owners of numerous real estate companies including a development and construction company, Keystone Development. They have extensive experience in local and state permitting along with having built over \$100 million in residential and commercial projects over the last 20 years. Michael and Rick reside in Wayland, MA.

Anthony Brach is a 5% owner in CPC and is the COO of the company. Anthony has over 15 years' experience in the

cannabis industry in Arizona, Colorado and Vermont before joining CPC in May of 2019. Kelsey Cohen-Brach is the company's Director of Cultivation and has eight years' experience in commercial cultivation. Anthony and Kelsey reside in Millbury.

Ron L'Ecuyer is our Director of Security. Ron is a 32-year veteran of the Fitchburg Police Department, with both community and instructional experience. Ron resides in Westminster.

Business Strategy

CPC views the adult use marijuana industry in Massachusetts as a unique and exciting opportunity. While competition in the marketplace will continue to increase, barriers to entry remain high given the permitting challenges that exist on both the municipal and state level. We believe that our team's combination of real estate development expertise, access to capital, industry knowledge, diverse business experience and drive gives us a competitive advantage.

Having a fully integrated company with the ability to cultivate, manufacture and dispense its' own marijuana products, will ensure our long-term success, by controlling our own supply chain to ensure a continuous flow of high quality products. Furthermore, CPC either owns, or has ownership control, of the real estate where our cultivation, manufacturing and dispensary operations are located.

Sturbridge Market Analysis

In order to model potential revenues for our location, CPC analyzed the market as well as the proposed physical store's capabilities. The market has tremendous potential for the next 3-4 years until Connecticut legalizes adult use cannabis use. This is expected, but most in the industry feel it is two to three years away. Until that happens, our analysis shows potential sales in the \$12-14MM range. Based on the size of our store and number of sales kiosks, we feel we can easily handle \$12MM in annual sales and most likely more.

To remain conservative, we have used a sales number in the lower end of the overall range. Once Connecticut legalizes and stores open, we expect the potential sales for this location to be closer to \$7 MM annually.

SURPLEX UNDERWRITERS, INC.

P.O. Box 9509

Warwick, RI 02889

Phone (401)738-7580 Fax (401)738-7589 Wats (800)334-7580 No. CAN0000882

B I N D E R

Previous No.

NEW

MA SL Tax# 19/0964

Named Insured:
THE CAREGIVER PATIENT
CONNECTION INC.
910 BOSTON POST RD. EAST
SUITE 319
MARLBORO MA 01752

CIRCLE BUSINESS INS
AGENCY, INC
247 NEWBURY STREET
DANVERS MA 01923

Name of Insurer(s)
UNITED NATIONAL INS CO 100%

Binder Effective: 11-21-19 to 12-21-19
Policy Effective: 11-21-19 to 11-21-20
12:01 A.M. Standard Time

INSURING CO: UNITED NATIONAL

DESCRIPTION: PREMISES LIABILITY
LOCATED AT: 371 LUNENBURY STREET. FITCHBURG, MA 01420

\$2,000,000 AGG. \$1,000,000 OCC. \$1,000,000 PERS. & ADV. INJ.
\$100,000 FIRE DAMAGES \$5,000 MED. PAY. \$12,000,000 RECEIPTS

- 1) PREMIUM IS 25% FULLY EARNED
- 2) SUBJECT TO COMPANY TERMS, FORMS AND CONDITIONS.

PREMIUM	\$22,275.00
Inspection Fees	\$250.00
Policy Fees	\$567.50
Surplus Lines Tax	\$891.00
TOTAL	\$23,983.50

CONDITIONS: THIS TEMPORARY BINDING OF COVERAGE SHALL BE VOID FROM THE BEGINNING IF THE UNDERWRITER DOES NOT RECEIVE, REVIEW AND ACCEPT SUCH MATERIALS AND INFORMATION REQUESTED ABOVE WITHIN THE TIME FRAME STATED. THIS BINDER IS ALSO CANCELLED WHEN A POLICY IS ISSUED.

Date November 19, 2019

Authorized Representative:

SURPLEX UNDERWRITERS, INC.

P.O. Box 9509

Warwick, RI 02889

Phone (401)738-7580 Fax (401)738-7589 Wats (800)334-7580 No. CAN0000882

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Date November 19, 2019

Authorized Representative:

CPC/Local Roots-Quality Control and Testing

The CarCPC/Local Roots operating procedures for quality control, sampling and testing requirements will be in accordance with 935CMR500.160(1-12) and shall include the following:

In compliance with 935CMR500.105(10):

- No marijuana product will be sold, or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory (ITL), except as allowed under 935CMR500.000. CPC products will be deemed in compliance with 935CMR500.160.

Marijuana will be tested for cannabinoid profile which will include the percentage by dried weight of (THC), (CBD), (THCa) and (CBDa), as well as for contaminants including, but not limited to mold, mildew, heavy metals, plant growth regulators and the presence of pesticides not in compliance with 935CMR500.120(5) as well as any additional testing required by the Commission.

Testing of environmental media will be performed in compliance with 935CMR500.160(1). Test results will be maintained by CPC for one year. Clones are subject to testing provisions, but are exempt from the testing of metals.

In accordance with 935CMR500.120(9), CPC shall use best practices consistent with state and local law including, but not limited to the Commission's Guidance on Integrated Pest Management.

CPC will have written policies and procedures for responding to laboratory results that indicate contaminant levels above the acceptable limit established in 935 CMR 500.160(1). CPC's policies will be in accordance with 935CMR500.160(3)(a-c) which require that it notify the Commission within 72 hours of any lab result indicating that the contamination cannot be remedied and policies for disposing of the production batch. The notification will be from both the ITL and CPC, separately and directly. CPC will describe a proposed plan to the Commission for both the destruction of the contaminated product and assessment of the source of contamination.

CPC will maintain test results for no less than one year.

The sale of seeds is not subject to the testing procedures.

Transportation to and from Independent Testing Laboratories will be in compliance with 935CMR500.105(13).

Storage of marijuana at the laboratory will comply with 935CMR500.105(11).

Excess marijuana will be disposed in compliance with 935CMR500.105(12) either by the Testing Laboratory returning the excess marijuana to CPC for disposal, or by the Laboratory disposing of it directly.

Plans for quality control will include product testing for contaminants in compliance with 935CMR500.160(1)

CPC will utilize cultivation and storage practices and procedures to limit contamination including mold, fungus, bacterial disease, rot, pests, and the use of pesticides not in compliance with 935CMR500.120(5).

CPC Agents will handle marijuana safely and in a sanitary way which will be in compliance with 935CMR500.105(3) and include the following:

- A CPC will process marijuana in a safe and sanitary manner.
- CPC will process the leaves and flowers of the marijuana plant only, which shall be: Well cured and generally free of seeds and stems; Free of dirt, sand, debris, and other foreign matter; Free of contamination by mold, rot, other fungus, and bacterial diseases; Prepared and handled on food-grade stainless steel tables; and Packaged in a secure area.
- Any CPC marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, will be subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;
- CPC establishment agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness
 - b. Washing hands thoroughly in an adequate hand-washing area before starting

work, and at any other time when hands may have become soiled or contaminated.

- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature
- Sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair
- There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned
- Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products
- CPC's water supply shall be sufficient for necessary operations
- Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the CPC Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines



THE CAREGIVER · PATIENT CONNECTION

- CPC shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair
- Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).



CPC/Local Roots-Personnel Policies Including Background Checks

In compliance with 935CMR500.101(1)(c)(8)(g), the Caregiver-Patient Connection (CPC)/Local Roots will maintain written personnel and background check policies and procedures including, but not limited to:

Background check reports in accordance with 935CMR500.030(1-8) for all board members, directors, employees, executives, managers and volunteers associated with the Marijuana Establishment.

CPC/Local Roots will require that all CPC/Local Roots agents:

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

An application for registration of a marijuana establishment agent will include:

- a. The full name, date of birth, and address of the individual;
- b. All aliases used previously or currently in use by the individual, including maiden name, if any;
- c. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- d. Attestation that the individual will not engage in the diversion of marijuana products
- e. Written acknowledgment by the applicant of any limitations on his or her

authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

Background information will include, as applicable

- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for any felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of no lo contendere, or admission of sufficient facts.
- b. A description and the relevant dates of any civil, or administrative action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional, occupational or fraudulent practices.
- c. A description of any relevant dates of any past, or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of registration or license, for any type of business or profession by any state, federal or local government or any foreign jurisdiction.
- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.

All CPC/Local Roots-ME executives registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom CPC seeks a ME agent registration which will be obtained within 30 days prior to submission.

A Marijuana Establishment shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration

shall be immediately void when the agent is no longer associated with the establishment.

A registration card shall be valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a marijuana establishment agent, a Marijuana Establishment is responsible for notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

A marijuana establishment agent shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

CPC/Local Roots will maintain a staffing plan that demonstrates accessible business hours and safe cultivation conditions.

CPC/Local Roots will maintain a personnel record for each ME agent for at least 12 months and shall include:

- All materials submitted to the CCC pursuant to 935CMR500.030(2)
- Documentation of verification of references.
- Job descriptions that include duties, authority, responsibilities, qualifications and supervision.
- Documentation of all training, including training in privacy and confidentiality, and signed statements of the individual indicating the time, date, place he or she received said training and the topics discussed, including the name and title of the presenters.
- Documentation of periodic performance evaluations
- Record(s) of any disciplinary actions taken.



On or after July 1, 2019, all current owners, managers and employees of CPC/Local Roots that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor” in accordance with 935CMR500.105(2)

All CPC registered agents will handle marijuana in compliance with 935CMR500.105(3)(b)(1-2)

All personnel records will be kept for at least two years at the expense of the CPC and in a form and location acceptable to the Commission.

CPC/Local Roots, as part of its’ workplace policies will maintain an alcohol, smoke, drug-free workplace in accordance with 935 CMR 500.105(1)(j).

In accordance with 935CMR500.105(1)(k) CPC will maintain a plan describing how confidential information will be maintained.

935CMR500.105(1)(m) CPC/Local Roots policies will call for the immediate dismissal of any marijuana establishment agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

CPC/Local Roots-Record Keeping Procedures

The Caregiver-Patient Connection (CPC)/Local Roots will maintain records in accordance with 935CMR500.105 and 935CMR500.105(9) and will include the following:

Written operating procedures as required by 935CMR500.105(1)

Inventory records as required by 935CMR500.105(8) which will include:

- Record of all inventories taken which will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures and titles of the individuals who conducted the inventory.

Seed to sale tracking records as required by 935CMR500.105(8)(e)

Personnel records as required by 935CMR500.105(9)(d) that will be maintained for at least 12 months, which will include:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
- Documentation of verification of references
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Responsible Vendor Training records in compliance with 935CMR500.105(2)(b)(5).

Business records in compliance with 935CMR500.105(9)(e) which will include:

- Assets and liabilities
- Monetary transactions
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- Sales records including the quantity, form, and cost of marijuana products
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment

Waste Disposal records as required by 935CMR500.105(12)(d) which will include:

- A written or electronic record of the date, the type and quantity of marijuana disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two CPC Agents present during the disposal or other handling, with their signatures.
- CPC will keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Manifests for transportation in accordance with 935CMR500.105(13)(f) which will include manifests which will include:

- The originating Marijuana Establishment name, address, and registration number
- The names and registration numbers of the CPC agents who transported the marijuana products
- The name and registration number of the marijuana establishment agent who prepared the manifest
- The destination Marijuana Establishment name, address, and registration number
- A description of the marijuana products being transported, including the weight and form or type of product
- The mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to originating Marijuana Establishment;
- The date and time of departure from originating Marijuana Establishment and arrival at the destination Marijuana Establishment for each transportation
- A signature line for the marijuana establishment agent who receives the marijuana products
- The weight and inventory before departure and upon receipt
- The date and time that the transported products were re-weighed and re-inventoried
- The name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products
- The vehicle make, model, and license plate number.

- CPC will retain all transportation manifests for no less than one year and make them available to the Commission upon request.

Additionally, CPC shall comply with 935CMR500.140(5) and record all sales in compliance with the following

- CPC will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, or a sales recording module approved by the DOR.
- CPC will not utilize software or other methods to manipulate or alter sales data.
- CPC will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- CPC will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If CPC determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
- CPC shall immediately disclose the information to the Commission
- CPC will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data
- CPC will take such other action directed by the Commission to comply with 935 CMR 500.105.
- CPC will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- CPC will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

Following the closure of a Marijuana Establishment, all records will be kept for two years at the expense of the ME and in a form and location acceptable to the Commission

CPC/Local Roots-Maintaining of Financial Records

The Caregiver-Patient Connection (CPC)/Local Roots shall maintain all financial records in compliance with 935CMR500.105(9)(e) and will include:

All records will be maintained in either manual or computerized form and will include the following:

- Assets and liabilities.
- Monetary transactions.
- Books of accounts, which will include journals, ledgers and supporting documents, agreements, checks, invoices and vouchers.
- Sales records including the quantity, form and cost of marijuana products.
- Salaries and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment (ME).

In accordance with 935CMR500.140(5) CPC/Local Roots will record all sales in compliance with the following

- CPC/Local Roots will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, or a sales recording module approved by the DOR.
- CPC/Local Roots will not utilize software or other methods to manipulate or alter sales data.
- CPC/Local Roots will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- CPC/Local Roots will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If CPC/Local Roots determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

- CPC/Local Roots shall immediately disclose the information to the Commission
- CPC/Local Roots will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data
- CPC/Local Roots will take such other action directed by the Commission to comply with 935 CMR 500.105.
- CPC/Local Roots will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- CPC/Local Roots will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

Following the closure of a ME, all financial records will be kept for at least two years at the expense of the ME and in a form and location acceptable to the Commission.



CPC/Local Roots-Qualifications and Training

The Caregiver Patient Connection (CPC)/Local Roots will require all Marijuana Establishment (ME) Agents be qualified and registered in accordance with 935CMR500.030(1-8), and trained in accordance with the requirements of 935CMR500.105(2) and will include, at minimum the following:

Training tailored to the roles and responsibilities of the job function of each CPC/Local Roots-ME agent which will include a Responsible Vendor Program compliant with 935CMR500.105(2), as well as training in maintaining confidentiality.

CPC/Local Roots-ME agents will receive, at a minimum, eight hours of ongoing training annually.

On or after July 1, 2019, all current owners, managers and employees of the CPC/Local Roots that are involved in the handling and sale of marijuana for adult use at the time of licensure, or renewal of licensures, as applicable, will have attended and successfully completed a responsible vendor program to be designated as a “responsible vendor.”

All new employees involved in the handling and sale of marijuana shall successfully complete a responsible vendor program within 90 days of hire.

After initial successful completion of the responsible vendor program, each owner, manager and employee involved in the handling and sale of marijuana will successfully complete the program once every year to maintain “responsible vendor” designation.

Administrative employees who do not handle or sell marijuana may take the responsible vendor program on a voluntary basis.

Records of responsible vendor training compliance will be maintained for four years and will be available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours



CPC/Local Roots-Policies Restricting Access to age 21 and older

The Caregiver-Patient Connection (CPC)/Local Roots will restrict access to its' facilities to persons of the age of 21 or older and in accordance with the following:

All Marijuana Establishment (ME) Agents will be 21 years of age and older and in compliance with all registration requirements of 935CMR500.030.

CPC/Local Roots marijuana establishment agents will complete all ME Agent training in accordance with 935CMR500.105(2).

CPC/Local Roots will comply with all advertising, marketing and branding activities prohibited practices defined by 935CMR500.105(4)(b)(1-20).

CPC/Local Roots retail sales will comply with 935CMR500.140(2). Upon entry into the premises of a marijuana retailer by an individual, a ME agent shall immediately inspect the individual's proof of identification and determine the individual's age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification.

At the point of sale, the CPC/Local Roots establishment agent will inspect the individual's proof of identification to determine the individual's age.

All visitors must be 21 years or older. The CPC/Local Roots Sturbridge retail location will not be co-located with a RMD.

CPC/Local Roots Diversity Plan

Revised January 25, 2020

Introduction

The Cannabis Control Commission (“Commission”), through 935CMR500.000 requires applicants for licensure to establish goals to promote equity for minorities, women, veterans, people with disabilities and people of all gender identities and sexual orientations including members of the lesbian, gay, bi-sexual, transgender, queer and + communities by providing the tools and opportunities needed to be successful.

Goals

It is the goal of CPC to promote equity and to provide employment opportunities, training and inter-company promotions opportunities to qualified women with disregard to race, sex, disabilities or gender identities or sexual orientation including members of the lesbian, gay, bi-sexual, transgender, queer and + communities.

It will be the goal of CPC to have a combined company-wide workforce comprised of at least 50% women, with disregard to race, sex, disabilities or gender identities or sexual orientation including members of the lesbian, gay, bi-sexual, transgender, queer and + communities. .

It will also be the goal of CPC to provide tools for success to CPC/Local Roots women team members through annual training and inter-company opportunities for employees to attain upper level management positions.

Programs

CPC will hold a job fair within 60 days upon receiving final licensure from the Commission, that will be advertised in the local newspaper i.e. Worcester Telegram, for employment opportunities. i.e. with an emphasis on encouraging women applicants.

CPC shall distribute internal workplace newsletters and memos that encourage current employees to recommend qualified women for employment. This shall be done twice annually.

Measurements

CPC will annually measure and provide to the Commission:

- The number of annual job-fairs held along with documentation of all advertising associated with each event.

- The number of women who were hired, their date of hiring and beginning position within the company.
- The number of company promotions for women.
- The number of positions created since initial licensure.
- The number and subject matter of trainings held and the number of women in attendance.

Additionally, CPC will review and record, annually, the result of its' goal to comprise 50% of its' team with women, with disregard to race, sex, disabilities, or gender identities or sexual orientation including members of the lesbian, gay, bi-sexual, transgender, queer and + communities. .

CPC's Diversity Plan and any actions taken, or programs instituted by CPC will not violate the Commission's regulations with respect to limitation on ownership or control, or other applicable state laws.

CPC/Local Roots acknowledges that the progress, or success of its' Diversity plan must be documented one year from provisional licensure, whether or not it has received its' final license.

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.