



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283742
Original Issued Date: 11/30/2020
Issued Date: 11/30/2020
Expiration Date: 11/30/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Community Care Collective, Inc.

Phone Number: 781-953-4452 Email Address: david@cccrme.com

Business Address 1: 531 King Street

Business Address 2:

Business City: Littleton

Business State: MA

Business Zip Code: 01460

Mailing Address 1: 37 Spartan Arrow Road

Mailing Address 2:

Mailing City: Littleton

Mailing State: MA

Mailing Zip Code: 01460

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: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: David

Last Name: Giannetta

Suffix:

Gender: Male

User Defined Gender:

Date generated: 12/03/2020

Page: 1 of 5

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: David Last Name: Giannetta Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$100000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: David Last Name: Giannetta Suffix:

Marijuana Establishment Name: Community Care Collective, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Billerica Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 531 King Street

Establishment Address 2:

Establishment City: Littleton Establishment Zip Code: 01460

Approximate square footage of the establishment: 2951 How many abutters does this property have?: 27

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 Cert. Form.pdf	pdf	5f3fc76b1e17f807ff96a43f	08/21/2020
Plan to Remain Compliant with Local Zoning	CCC_Plan to Remain Compliant with Local Zoning_Littleton.pdf	pdf	5f4913b9b18f5e08358c847b	08/28/2020
Community Outreach Meeting Documentation	CCC_Littleton COM Documentation.pdf	pdf	5f5fad6f11000e2447afa576	09/14/2020

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

Date generated: 12/03/2020

Page: 2 of 5

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	CCC_Positive Impact Plan.pdf	pdf	5f6130d75f18fb1181f78af4	09/15/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: David Last Name: Giannetta Suffix:
RMD Association: RMD Owner
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Bylaws.pdf	pdf	5f3fe80ddaa09e087b89ec60	08/21/2020
Articles of Organization	Articles of Incorporation .pdf	pdf	5f3fe941cc687b07b2612b37	08/21/2020
Articles of Organization	CCC_Asssocation with Justin Smith.pdf	pdf	5f48119f3595ff084fed6087	08/27/2020
Secretary of Commonwealth - Certificate of Good Standing	Cert. of Good Standing DUA.pdf	pdf	5f496617f6d8f5082e448a28	08/28/2020
Secretary of Commonwealth - Certificate of Good Standing	COGS - Sec of State.pdf	pdf	5f5bbdd5fa5f4a1c24d9cd6b	09/11/2020
Department of Revenue - Certificate of Good standing	COGS - DOR.pdf	pdf	5f5f586c4db2031be970afa7	09/14/2020

No documents uploaded

Massachusetts Business Identification Number: 001358223

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	CCC Proposed Timeline.pdf	pdf	5f450f021e17f807ff96acea	08/25/2020
Plan for Liability Insurance	CCC Plan for Obtaining Liability Insurance.pdf	pdf	5f450f2c3595ff084fed5753	08/25/2020
Business Plan	CCC_Business Plan.pdf	pdf	5f4923745330a107b966df39	08/28/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	CCC Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5f450f76971c7c07c04360fe	08/25/2020
Energy Compliance Plan	CCC_Energy Compliance Plan.pdf	pdf	5f491ea0233f7b08653834fb	08/28/2020
Restricting Access to age 21 and older	CCC_Plan for Restricting Access.pdf	pdf	5f49211a3a4447086ca98e8f	08/28/2020
Prevention of diversion	CCC_Prevention of Diversion.pdf	pdf	5f4921311e17f807ff96b88d	08/28/2020
Storage of marijuana	CCC_Storage of Marijuana.pdf	pdf	5f4921487116b407de65536a	08/28/2020
Transportation of marijuana	CCC_Transportation of Marijuana.pdf	pdf	5f49215a3595ff084fed62ba	08/28/2020
Inventory procedures	CCC_Inventory Procedures.pdf	pdf	5f4921731e17f807ff96b891	08/28/2020
Quality control and testing	CCC_Quality Control and Testing.pdf	pdf	5f4921863a4447086ca98e95	08/28/2020
Dispensing procedures	CCC_Dispensing Procedures.pdf	pdf	5f49219c5330a107b966df27	08/28/2020
Personnel policies including background checks	CCC_Personnel Policies.pdf	pdf	5f4921d65fa28707f458297a	08/28/2020
Record Keeping procedures	CCC_Recordkeeping Procedures.pdf	pdf	5f4921e4233f7b0865383522	08/28/2020
Maintaining of financial records	CCC_Maintaining of Financial Records.pdf	pdf	5f4921f7f6d8f5082e448888	08/28/2020
Qualifications and training	CCC_Qualifications and Training.pdf	pdf	5f492212cc687b07b2613ed8	08/28/2020
Security plan	CCC_Security Plan.pdf	pdf	5f4922297116b407de65537a	08/28/2020
Diversity plan	CCC_Diversity Plan.pdf	pdf	5f613166a0ca7e1950fb4977	09/15/2020

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

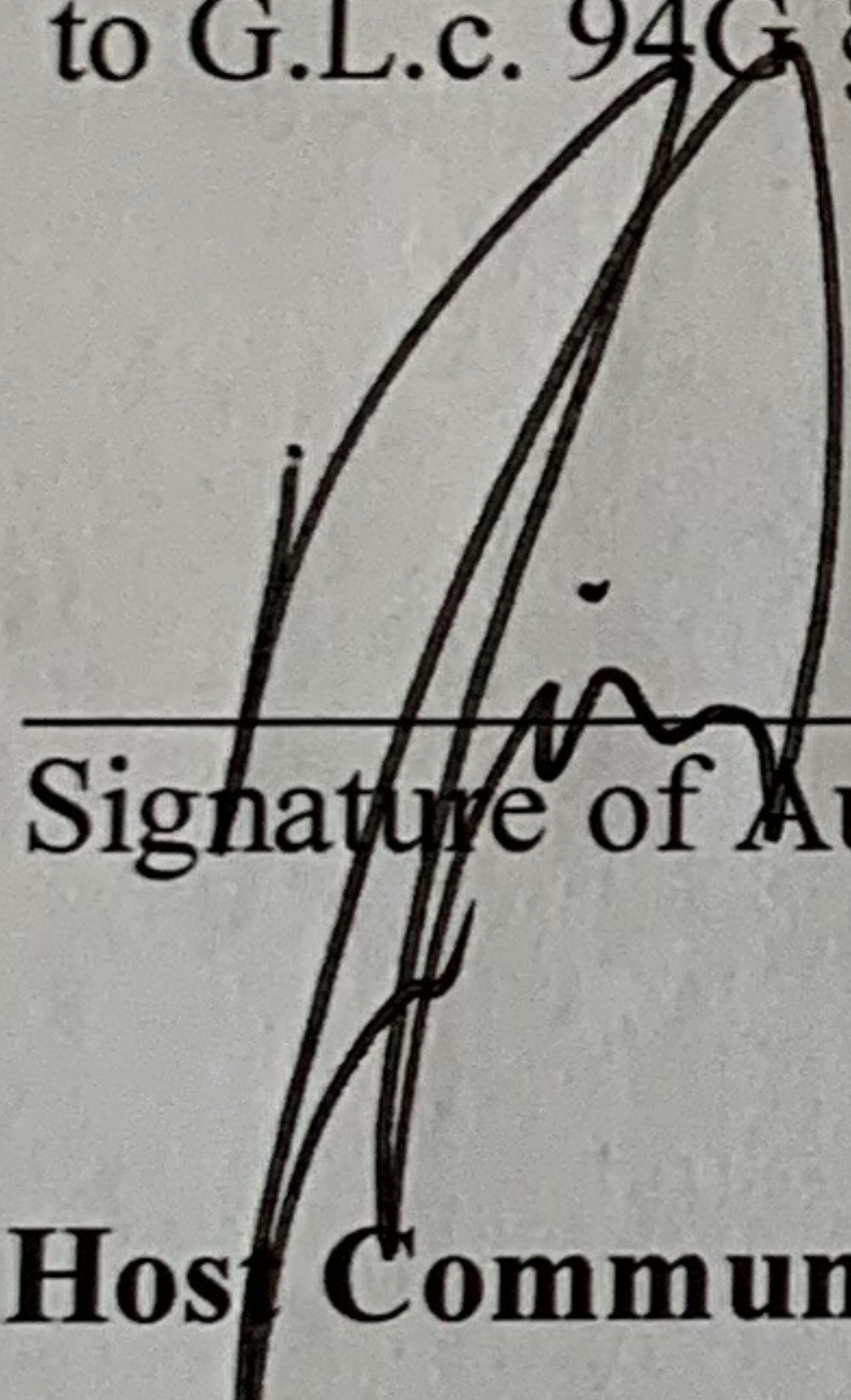
Monday From: 9:00 AM	Monday To: 9:00 PM
Tuesday From: 9:00 AM	Tuesday To: 9:00 PM
Wednesday From: 9:00 AM	Wednesday To: 9:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 9:00 PM
Sunday From: 9:00 AM	Sunday To: 9:00 PM

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

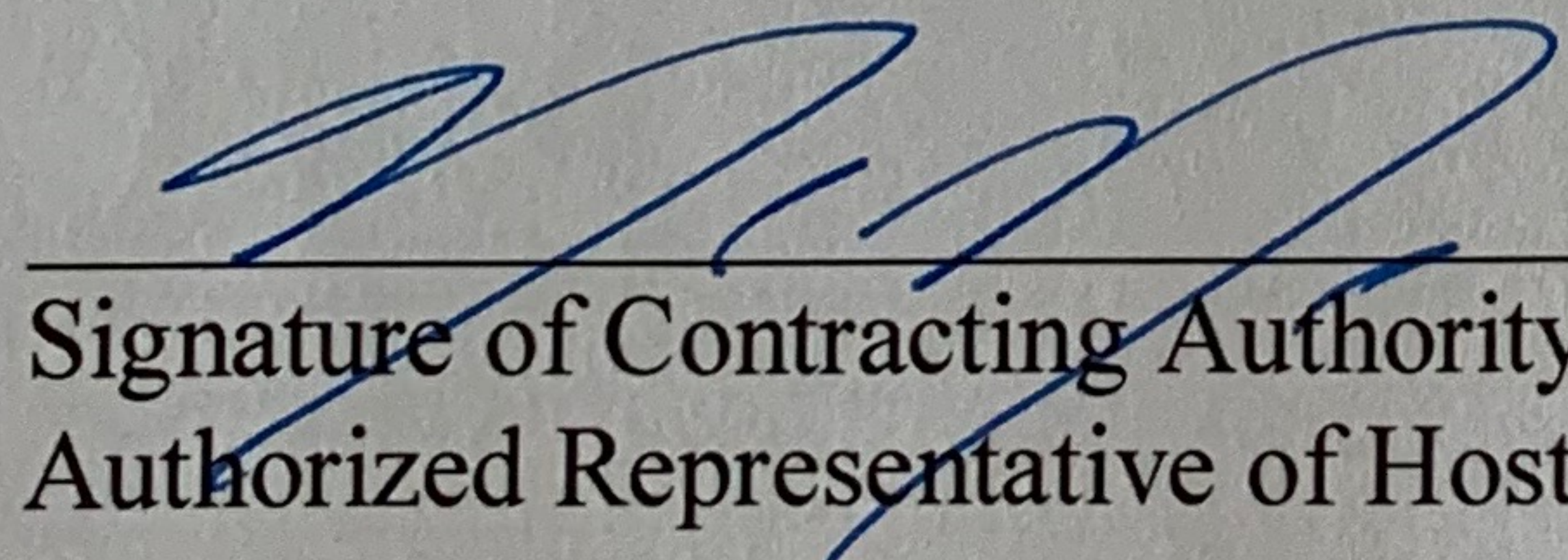
I, David Giannetta, (*insert name*) certify as an authorized representative of Community Care Collective, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Littleton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on March 6, 2020 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Nina Nazarian, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Littleton (*insert name of host community*) to certify that the applicant and Town of Littleton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 6, 2020 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Community Care Collective, Inc. (“CCC”) will remain compliant at all times with the local zoning requirements set forth in the Littleton’s Zoning By-law. In accordance with Zoning By-law Section 173-196A, CCC’s proposed Marijuana Retailer Facility is located in the Adult use Marijuana Overlay Zoning District designated for Marijuana Retail Facilities.

In compliance with Section 173-199A of the Littleton zoning by-law, the property is not located within 500 feet of any lot containing a school; licensed child care facility; public park, playground, athletic field or other public recreational land or facility; any use or facility where persons under the age of 18 commonly congregate to participate in scheduled or structured activities; religious facility; drug or alcohol rehabilitation facility; correctional facility, halfway house or similar facility; or any other non-located Marijuana Establishment or RMD.

As required by Littleton’s Zoning By-law, CCC will apply for a Special Permit and/or Site Plan Approval, as applicable, from the Planning Board. The special permit shall expire within five years of the date of issue. If CCC wishes to renew the special permit, an application to renew must be submitted at least 120 days prior to the expiration of the special permit. A special permit shall lapse upon the expiration or termination of CCC's license from the Commission.

CCC will apply for any other local permits required to operate a Marijuana Retailer Facility at the proposed location. CCC will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer Facility at CCC’s proposed location.

CCC has already attended several meetings with various municipal officials and boards to discuss CCC’s plans for a proposed Marijuana Retailer Facility and has executed a Host Community Agreement with Littleton. CCC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that CCC’s Marijuana Retailer Facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 8/18/2020
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication: 7/31/2020
- b. Name of publication: EAGLE

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

- a. Date notice filed: 7/29/2020

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

- a. Date notice(s) mailed: 8/5/2020

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

Name of applicant:

Community Care Collective, Inc.

Name of applicant's authorized representative:

David Giannetta

Signature of applicant's authorized representative:



531 King Street, Littleton
**LEGAL NOTICE OF
COMMUNITY OUTREACH MEETING
ON AUGUST 18, 2020 FOR
MARIJUANA ESTABLISHMENTS
PURSUANT TO 935 CMR 600.000**

TO: All Abutters to 531 King Street,
Littleton, Ma 01460, all residents within
300 feet of 531 King Street, Littleton,
MA 01460, and other interested resi-
dents or parties.

FROM: Community Care Collective,
Inc.

**SUBJECT OF COMMUNITY OUT-
REACH MEETING:** The information
presented at the Community Outreach
Meeting will include 1) that the type of
Marijuana Establishment to be located
at 531 King Street, Littleton, MA
01460, is a "Marijuana Retailer"; 2)
information adequate to demonstrate
that the Location will be maintained
securely, and steps to be taken by the
applicant to prevent diversion to the
minors; 3) a plan by the applicant to
positively impact the community; and
4) information adequate to demon-
strate that the location will not consti-
tute a nuisance.

Community Care Collective, Inc. will
introduce the proposal, will solicit
questions and comments from the pub-
lic and will answer any such questions.

**Date and time of
Community Outreach
Meeting: August 18, 2020 at 5:00 pm**

Location of Meeting: Via Video Call

<https://us02web.zoom.us/j/8278895650170438162NnHNgF5OXZcMZEhK55Q1RU109>

or

dial 1-828-205-8098. Meeting ID: 827
8895 9508

If you have any questions regarding
this Community Outreach Meeting,
please contact David Giannetta: Email:
david@cccmc.com

AD#13903406
Eagle-Independent 7/31/20

received
7/29/2020 2:21
Liane Cypher
Town Clerk

**LEGAL NOTICE OF
COMMUNITY OUTREACH MEETING
ON AUGUST 18, 2020 FOR MARIJUANA ESTABLISHMENTS
PURSUANT TO 935 CMR 500.000**

TO: All Abutters to 531 King Street, Littleton, Ma 01460, all residents within 300 feet of 531 King Street, Littleton, MA 01460, and other interested residents or parties.

FROM: Community Care Collective, Inc.

SUBJECT OF COMMUNITY OUTREACH MEETING: The Information presented at the Community Outreach Meeting will include 1) that the type of Marijuana Establishment to be located at 531 King Street, Littleton, MA 01460, is a "Marijuana Retailer"; 2) information adequate to demonstrate that the Location will be maintained securely, and steps to be taken by the applicant to prevent diversion to minors; 3) a plan by the applicant to positively impact the community; and 4) information adequate to demonstrate that the location will not constitute a nuisance.

Community Care Collective, Inc. will introduce the proposal, will solicit questions and comments from the public and will answer any such questions.

**Date and time of
Community Outreach
Meeting:**

August 18, 2020 at 6:00 pm

Location of Meeting:

Via Video Call

<https://us02web.zoom.us/j/82788959508?pwd=eTg2NnRNdGF5OXZnMzErbkc5OTRiUT09>

or

dial 1-929-205-6099. Meeting ID: 827 8895 9508

Please forward all questions regarding this Community Outreach Meeting at least 24 hours prior to the meeting start time. Please email questions to david@cccrme.com.



Plan to Positively Impact Areas of Disproportionate Impact

Overview

Community Care Collective, Inc. (“CCC”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, CCC has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of the City of Lowell¹; Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions (the “Target Communities”).

For CCC to positively impact the Target Communities, it has established the following goal:

- Hiring individuals from the Target Communities with the goal of having 10% of staff be past or present residents of the City of Lowell and 10% of staff be Massachusetts residents who have past drug convictions or whose parents or spouses have drug convictions.

Programs

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

1. CCC will host or participate in at least one (1) job fair per year in an appropriate Census Tract in Lowell (which will be advertised in the Lowell Sun and will be able to accommodate no fewer than twenty individuals). Due to the uncertainty surrounding COVID-19, CCC has not yet determined an exact venue for these job fairs and may also consider hosting such job fairs online (depending on any State of Emergency directives);

¹ For the purpose of this Plan, “past or present residents of the City of Lowell” shall specifically refer to those individuals who are past or present residents of the following Lowell Census Tracts: Census Tract 3101, Census Tract 3104, Census Tract 3111, Census Tract 3112, Census Tract 3117, Census Tract 3118, Census Tract 3119, Census Tract 3120, and Census Tract 3124.

2. CCC will post open job positions (as they become available, but not less than annually) with 70 Million Jobs; and
3. CCC will post quarterly interoffice newsletters (i.e. email correspondence between employees/offices of CCC) to encourage the recruitment of past or present residents of the City of Lowell.

Measurements

The Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure CCC continues to meet its commitments. Such measurable outcomes, in accordance with CCC's goals and programs described above, include:

1. Ensuring that at least 10% of the staff is past or present residents of the City of Lowell and 10% of staff is Massachusetts residents who have past drug convictions or whose parents or spouses have drug convictions through a biannual staffing analysis and report;
2. Documenting any job fairs hosted or participated in in Lowell, including any advertisements placed related thereto and any resumes received as a result of such job fairs;
3. Maintaining records of any jobs posted with 70 Millions Jobs, including any resumes received as a result; and
4. Documenting quarterly interoffice newsletters that encourage the recruitment of past or present residents of the City of Lowell.

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

Acknowledgements

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

BY-LAWS
OF COMMUNITY CARE COLLECTIVE, INC.

ARTICLE I

Stockholders

Section 1. Annual Meeting.

The annual meeting of stockholders shall be held on the second Tuesday in December in each year (or if that be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at the hour fixed by the Director(s) or the President and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization, or by these By-Laws, may be specified by the Director(s) or the President. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same force and effect as if taken at the annual meeting.

Section 2. Special Meeting.

Special meetings of the stockholders may be called by the President or by the Director(s), and shall be called by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other officer, upon written application of one or more stockholders who are entitled to vote at the meeting. No call of a special meeting of the stockholders shall be required if such notice of the meeting shall have been waived in writing (including a telegram) by every stockholder entitled to notice thereof, or by his attorney thereunto authorized.

Section 3. Place of Meetings.

All meetings of the stockholders shall be held at the principal office of the corporation in the Commonwealth of Massachusetts, unless a different place within said state (or, if permitted by the Articles of Organization, elsewhere within the United States) is designated by the President, or by a majority of the Director(s). Any adjourned session of any meeting of the stockholders shall be held at such place within said state, or, if permitted by the Articles of Organization, elsewhere within the United States as is designated in the vote of adjournment.

Section 4. Notice of Meetings.

A written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given at least seven (7) days before the meeting to each stockholder entitled to vote there at and to each stockholder who is otherwise entitled by law, the Articles of Organization, or by these By-Laws to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at this address as it appears in the records of the corporation. Such notice shall be given

by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other officer or by a person designated either by the Clerk, by the person or persons calling the meeting or by the Board of Directors. Whenever notice of a meeting is required to be given a stockholder under any provision of law, or the Articles of Organization, or of these By- Laws, a written waiver thereof, executed before or after the meeting by such stockholder or his attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

Section 5. Quorum.

At any meeting of the stockholders, a quorum for the transaction of business shall consist of a majority in interest of all stock issued and outstanding and entitled to vote at the meeting; except when a larger quorum is required by law, by the Articles of Organization or by these By-Laws. Stock owned directly or indirectly by the corporation if any, shall not be deemed outstanding for this purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 6. Voting.

Each Class of stockholders shall have one vote for each share of stock entitled to vote held by him of record according to the records of the corporation and a proportionate vote for a fractional share, subject to the limitations provided by the Articles of Organization. The corporation shall not, directly or indirectly, vote any share of its own stock.

Section 7. Action by Consent.

Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

Section 8. Proxies.

Stockholders entitled to vote may vote either in person or by written proxy dated not more than six months before the meeting named therein, which proxies shall be filed with the clerk or other person responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

Section 9. Action at meeting.

When a quorum is present, the action of the stockholders on any matter properly brought before such meeting shall be decided by the holders of a majority of the stock present or represented

and entitled to vote and voting on such matter, except where a different vote is required by law, the Articles of Organization or these By-Laws. Any election by stockholders shall be determined by a plurality of the vote cast by the stockholders entitled to vote at the election. No ballot shall be required for such election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

ARTICLE II

Director(s)

Section 1. Powers.

The business of the corporation shall be managed by a Board of Directors who shall have and may exercise all the powers of the corporation except as otherwise reserved to the stockholders by law, by the Articles of Organization or by these By-Laws. In the event of a vacancy in the Board of Directors, the remaining Director(s), except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

Section 2. Enumeration and Election.

The Board of Directors shall consist of two (2) directors, each having the same voting powers, to wit: one vote for each share. No director need be a stockholder and may exercise all or any of his powers.

Section 3. Vacancies.

Any vacancy at any time existing in the Board may be filled by the Board at any meeting. Each Class of stockholders having voting power may, at a special meeting called at least in part for the purpose, choose a successor to their Class' Director whose office is vacant, and the person so chosen shall displace any successor chosen by the Director(s).

Section 4. Tenure.

Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, Director(s) shall hold office until the next annual meeting of stockholders and thereafter until their successors are chosen and qualified. Any Director(s) may resign by delivering his written resignation to the corporation at its principal office or to the President or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 5. Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Director who is absent when such times and places are fixed shall be given notice of the fixing of such time and places. The first meeting of the Board of Directors following the annual meeting of the Stockholders may be held without notice immediately after and at the same place as the annual meeting of the stockholders or

the special meeting held in lieu thereof. If in any year a meeting of the Board of Directors is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

Section 6. Special Meetings.

Special meetings of the Director(s) may be held at any time and at any place designated in the call of the meeting, when called by the President or the Treasurer or by one or more Director(s), reasonable notice thereof being given to each Director by the Clerk, or by the officer or the Director or one of the Director(s) calling the meeting.

Section 7. Notice.

It shall be reasonable and sufficient notice to a Director to send notice by mail at least forty-eight hours or by telegram at least twenty-four hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty- four hours before the meeting. Notice of a meeting need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or a waiver of notice need not specify the purposes of the meeting.

Section 8. Quorum.

At any meeting of Director(s), a quorum for any election or for the consideration of any question shall consist of a majority of the Director(s) then in office. Whether or not a quorum is present, any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the votes of a majority of the Director(s) present shall be requisite and sufficient for election to any office and shall decide any question brought before such meeting, except in any case where a larger vote is required by law, by the Articles of Organization or by these By-Laws.

Section 9. Action by Consent.

Any action required or permitted to be taken at any meeting of the Director(s) may be taken without a meeting if all the Director(s) consent to the action in writing and the written consents are filed with the records of the meetings of the Director(s). Such consent shall be treated for all purposes as a vote of the Director(s) at a meeting.

Section 10. Committees.

The Board of Directors, by vote of a majority of the Director(s) then in office, may elect from

its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organizations, or by these By-Laws they are prohibited from delegating. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these By-Laws for the Board of Directors. All members of such

committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

ARTICLE III

Officers and Agents

Section 1. Enumeration; Qualification.

The officers of the Corporation shall be a President, a Treasurer, a Clerk, and such other officers, if any, as the incorporators at their initial meeting, or the Director(s) from time to time, may in their discretion elect or appoint. The corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Director(s) from time to time, may in their discretion appoint. Any officer may be but none need be a Director or stockholder. The Clerk shall be a resident of the Commonwealth of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any two or more offices may be held by the same person. Any officer may be required by the Director(s) to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Director(s) may determine. The premiums for such bond may be paid by the corporation.

Section 2. Powers.

Subject to law, to the Articles of Organization and to the other provisions of these By-Laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his office and such duties and powers the Director(s) may from time to time designate.

Section 3. Tenure.

Except as otherwise provided by law or by the Articles of Organization or by these By-Laws, the President, the Vice President, the Treasurer and the Clerk shall hold office until the first meeting of the Director(s) following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, and each other officer shall hold office until the first meeting of

the Director(s) following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, unless a different period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or become disqualified. Each agent shall retain his authority at the pleasure of the Director(s).

Section 4. Election.

The President, Vice President, Treasurer, and Clerk shall be elected annually by the Director(s) at their first meeting following the annual meeting of stockholders, or the special meeting held in lieu thereof. Other officers may be chosen by the Director(s) at such meeting or at any other meeting.

Section 5. President.

The President, when present, shall preside at all meetings of the stockholders and of the Director(s). It shall be his duty and he shall have the power to see that all orders and resolutions of the Director(s) are carried into effect. The President, as soon as reasonably possible after the close of each fiscal year, shall submit to the Director(s) a report of the operations of the Corporation for such year and a statement of its affairs and shall, from time to time, report to the Director(s) all matters within his knowledge which the interest of the corporation may require to be brought to its notice. The President shall perform such duties and have such power additional to the foregoing as the Director(s) shall designate.

Section 6. Vice President.

In the absence or disability of the President, his powers and duties shall be performed by the Vice President, if only one, or if more than one, by the one designated for the purpose by the Director(s). Each Vice President shall have such other powers and perform such other duties as the Director(s) shall, from time to time, designate.

Section 7. Treasurer.

The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the Director(s), or in the absence of such designation, in such depositories as he shall, from time to time, deem proper. He shall disburse the funds of the corporation as shall be ordered by the Director(s), taking proper vouchers for such disbursements. He shall promptly render to the President and to the Director(s) such statements of his transactions and accounts as the President and Director(s) respectively may from time to time require. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Director(s) may designate.

Section 8. Assistant Treasurer.

In the absence or disability of the Treasurer, his power and duties shall be performed by the Assistant Treasurer, if only one or if more than one, by the one designated for the purpose by the Director(s). Each Assistant Treasurer shall have such other powers and perform such other duties as

the Director(s) shall from time to time designate.

Section 9. Clerk.

The Clerk shall record in books kept for the purpose all votes and proceedings of the stockholders and if there be no Secretary or Assistant Secretary, of the Director(s) at their meetings. Unless the Director(s) shall appoint a transfer agent and/or registrar or other officer or officers for the purpose, the Clerk shall be charged with the duty of keeping, or causing to be kept, accurate records of all stock outstanding, stock certificates issued and stock transfers; and, subject to such other or different rules as shall be adopted from time to time by the Director(s), such records may be kept solely in the stock certificate books. The Clerk shall perform such duties and have such powers additional to the foregoing as the Director(s) shall designate.

Section 10. Assistant Clerks.

In the absence of the Clerk from any meeting of the stockholders or, if there be no Secretary of Assistant Secretary, from any meeting of the Director(s), the Assistant Clerk, if one be elected, or, if there be more than one, the one designated for the purpose by the Director(s), otherwise a Temporary Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk. Each Assistant Clerk shall have such other powers and perform such other duties as the Director(s) may, from time to time, designate.

Section 11. Secretary and Assistant Secretaries.

If a Secretary is elected, he shall keep a record of the meetings of the Director(s) and in his absence, an Assistant Secretary, if one be elected, or, if there be more than one, the one designated for the purpose by the Director(s), otherwise a Temporary Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary. Each Assistant Secretary shall have such other powers and perform such other duties as the Director(s) may, from time to time, designate.

ARTICLE IV

Resignations, Removals and Vacancies

Section 1. Resignations.

Any director or officer may resign at any time by delivering his resignation in writing to the President or the Clerk or to a meeting of the Director(s). Such resignation shall take effect at such time as specified therein, or if no such time is so specified then upon delivery thereof.

Section 2. Removal.

Director(s), including Director(s) elected by the Director(s) to fill vacancies in the Board,

may be removed with or without assignment of cause by vote of the holders of the majority of the shares entitled to vote in the election of Director(s), provided that the Director(s) of a class elected by a particular class of stockholders may be removed only by the vote of the holders of a majority of the shares of the particular class of stockholders entitled to vote for the election of such Director(s).

The Director(s) may by vote of a majority of the Director(s) then in office, remove any Director for cause.

The Director(s) may remove any officer from office with or without assignment of cause by vote of a majority of the Director(s) then in office.

If cause is assigned for removal of any Director or officer, such Director or officer may be removed only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

The Director(s) may terminate or modify the authority of any agent or employee.

Except as the Director(s) may otherwise determine, no Director or officer who resigns or is removed shall have any right to any compensation as such Director or officer for any period following his resignation or removal, or any right to damages on account of such removal whether his compensation be by the month or by the year or otherwise, provided, however, that the foregoing provision shall not prevent such Director or officer from obtaining damages for breach of any contract of employment legally binding upon the Corporation.

Section 3. Vacancies.

Any vacancy in the Board of Director may be filled by vote of a majority of the Director(s) then in office, or, in the absence of such election by the Director(s), by the Stockholders at a meeting called for the purpose; provided, however, that any vacancy resulting from action by the stockholders may be filled by the stockholders at the same meeting at which such action was taken by them.

If the office of any officer becomes vacant, the Director(s) may elect or appoint a successor by the vote of a majority of the Director(s) present at the meeting at which such election or appointment is made.

Each such successor shall hold office for the unexpired term of his predecessor and until his successor shall be elected or appointed and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

ARTICLE V

Indemnification of Directors and Others

The Corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or Officer of the corporation, or at its request as a Director, Trustee, Officer, Employee or other agent of any organization in which the corporation owns shares or of which it is a creditor against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or deception of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while serving or thereafter, by reason of his being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, Employee or Agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless:

(a) such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification:

- (i) by a disinterested majority of the Director(s) then in office; or
- (ii) by the holders of a majority of the outstanding stock at the time entitled to vote for Director(s), voting as a single class, exclusive of any stock owned by any interested Director(s) or officer; or

(b) in the absence of action by disinterested Director(s) or stockholders, there has been obtained at the request of a majority of the Director(s) then in office an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

Expenses, including counsel fees, reasonably incurred by any such Director, Officer, Trustee, Employee or Agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such Director, Officer, Trustee, Employee or Agent may be entitled. Nothing contained in the Article shall affect any rights to indemnification to which corporate personnel other than such Director(s), Officers, Trustees, Employees or Agents may be entitled by contract or otherwise under Law. As used in this Article, the terms "Director", "Officer", "Trustee", "Employee" and "Agent" include their respective heirs, executors and administrators, and an "interested" Director, Trustee, Employee, or Agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

ARTICLE VI

Provision Relating to Capital Stock

The corporation will furnish to any shareholders' upon request without charge, a full statement of the designation, relative rights, preferences and limitations of each class of shares and series of shares authorized to be issued.

With authority of the board of directors to divide share into classes

The Corporation will furnish to any shareholders', upon request and without charge, a full statement of the designation, relative rights, preferences and limitations of the shares of each class and series authorized to be issued, and of the authority of the board of directors to divide the shares into classes or series and to determine and change the relative rights, preferences and limitations of any class or series.

Voting power vested in Class A only

Each class of authorized shares of the corporation are identical in all respects except that the Class A Common shares have the sole voting power of the corporation and the Class B Common Shares have no voting power.

Preference

The Common shares of the corporation are subject, in all respects, to the prior rights of the holders of Preferred shares as provided in the Certificate of Incorporation.

The Common shares of the corporation are subject, in all respects, to the prior rights of the holders of Preferred shares as provided in the Articles of Incorporation.

Section 1. Certificates of Stock.

Each stockholder shall be entitled to a certificate or certificates representing in the aggregate the shares owned by him and certifying the number and class thereof, which shall be in such form as the Director(s) shall adopt. Each certificate of stock shall be signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer, but when a certificate is countersigned by a transfer agent or a registrar, other than a Director, Officer, or Employee of the Corporation, such signatures may be facsimile signature in case any Officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such Officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such Officer at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer pursuant to the Articles of Organization, the By-Laws, or any agreement to which the Corporation is a party, shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the Corporation will furnish a copy to the holder of such certificate upon written request and without charge. Every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the preferences, powers, qualifications and rights, and a statement that the Corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

The Corporation will furnish without charge to each stockholder who so requests, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Equitable Interests Not Recognized.

The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person except as may be otherwise expressly provided by law. It shall be the duty of each shareholder to notify the Corporation of his post office address.

Section 3. Issue of Authorized Unissued Capital Stock.

Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by vote of the Director(s). No such stock shall be issued unless the cash, so far as due, or the property, services or expenses for which it was authorized to be issued, has been actually received or incurred by, or conveyed or rendered to, the Corporation, or is in its possession as surplus.

Section 4. Transfers.

Subject to the restrictions, if any, imposed by the Articles of Organization, these By-Laws or any agreement to which the Corporation is a party, shares of stock shall be transferred on the books of the Corporation only by the surrender to the Corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to sell, assign, or transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the Corporation or its transfer agent may reasonably require.

Section 5. Lost, Mutilated or Destroyed Certificates.

Except as otherwise provided by law, the Board of Directors may determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed. It may, in its discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost, mutilated or destroyed stock certificate.

Section 6. Transfer Agent and Registrar.

The Board of Directors may appoint a transfer agent or a registrar or both for its capital stock or any class or series thereof and require all certificates for such stock to bear the signature or facsimile thereof of any such transfer agent or registrar.

Section 7. Setting Record Date and Closing Transfer Records.

The Board of Directors may fix in advance a time not more than sixty days before (a) the date of any meeting of stockholders or (b) the date for the payment of any dividend or the making of distribution to stockholders or (c) the last day on which the consent or dissent of stockholders may be effectively expressed for any purposes, as the record date to determining the stockholders having the right to notice and to vote at such meeting, or the right to receive such dividend or distribution, or the right to give such consent or dissent. If a record date is set, only stockholders of record date shall have such right notwithstanding any transfer of stock on the records of the Corporation after the record date. Without fixing such record date, the Board of Directors may close the transfer records of the Corporation for all or any part of such sixty day period.

If no record date is fixed and the transfer books are not closed, then the record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the next day preceding the day on which notice is given, and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

ARTICLE VII

Inspection of Records

Books, accounts, documents and records of the corporation shall be open to inspection by any Director at all times during the usual hours of business. The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the name of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of the Clerk. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any stockholder for any proper purpose, but not to secure a list of stockholders for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

ARTICLE VIII

Seal

The seal of the corporation shall be circular in form, bearing its name, the "Commonwealth of Massachusetts", and the year of its incorporation. The Treasurer shall have custody of the seal

and may affix it (as may any other officer if authorized by the Director(s)) to any instrument requiring the corporate seal.

ARTICLE IX

Voting of Securities

Except as the Director(s) may generally or in particular cases otherwise specify, the President or the Treasurer may on behalf of the Corporation vote to take any other action with respect to shares of stock or beneficial interest of any other corporation or of any association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the corporation, with or without power of substitution, at any meeting thereof.

ARTICLE X

Checks, Notes, Drafts and Other Instruments

Checks, Notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the corporation may be signed by the Director(s) to sign the same. No officer or person shall sign any such instrument as aforesaid unless authorized by the Director(s) to do so.

ARTICLE XI

Execution of Papers

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the corporation shall be signed by the President or Treasurer except as the Director(s) may generally or in particular cases otherwise determine.

ARTICLE XII

Fiscal Year

The fiscal year of the corporation in each year ends on December 31.

ARTICLE XIII

Evidence of Authority

A certificate by the Clerk or Secretary or an Assistant or Temporary Clerk or Secretary as to

any matter relative to the Articles of Organization, By-Laws, records of the proceedings of the incorporators, stockholders, Board of Directors, or any committee of the Board of Directors, or stock and transfer records or as to any action taken by any person or persons as an officer or agent of the corporation, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

ARTICLE XIV

Amendments

These By-Laws may be amended or repealed in whole or in part by the affirmative vote of the holders of a majority of the shares of each class of the capital stock at the time outstanding and entitled to vote at any annual or special meeting of the stockholders, provided that notice of the substance of the proposed amendment is stated in the notice of such meeting. If authorized by the Articles of Organization, the Director(s) may make, amend or repeal the By-Laws, in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or By-Laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Director(s) of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the new date fixed for such meeting.

Any By-Law adopted, amended, or repealed by the Director(s) may be repealed, amended or reinstated by the stockholders entitled to vote on amending the By-Laws.

ARTICLE XV

Purchase or Redemption of Shares by Corporation

Upon the occurrence of an event described in Massachusetts General Laws, Chapter 156A, Section 12(a), and in the event that there is no Stock Redemption Agreement in force upon the occurrence of such event, the provisions of Section 13 of said chapter do not apply, and the affected shares of stock of the corporation are not transferred to a qualified person described in Section 10 of said chapter within twelve months of said occurrence, then and in such event the provisions provided in said Section 12 shall apply.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001358223

ARTICLE I

The exact name of the corporation is:

COMMUNITY CARE COLLECTIVE, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO OPERATE CONVENIENCE STORE AND SMOKE SHOP.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
PNP	\$0.00000	100	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

100 IN TOTAL COMMON NO PAR SHARES ARE ISSUED TO JUSTIN SMITH AND DAVID GIANN
 ETTA WHERE EACH OWNS 50 PER CENT.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

N/A

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

N/A

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: JUSTIN SMITH
No. and Street: 41 MATAWANAKEE TRAIL
City or Town: LITTLETON State: MA Zip: 01460 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JUSTIN SMITH	41 MATAWANAKEE TRAIL LITTLETON, MA 01460 USA
TREASURER	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
SECRETARY	JUSTIN SMITH	41 MATAWANAKEE TRAIL LITTLETON, MA 01460 USA
DIRECTOR	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
DIRECTOR	JUSTIN SMITH	41 MATAWANAKEE TRAIL LITTLETON, MA 01460 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

RETAIL SALES AND WHOLESALE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 41 MATAWANAKEE TRAIL
City or Town: LITTLETON State: MA Zip: 01460 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 41 MATAWANAKEE TRAIL
City or Town: LITTLETON State: MA Zip: 01460 Country: USA

which is

☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

Signed this 7 Day of December, 2018 at 2:32:34 PM by the incorporator(s). (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

JUSTIN SMITH

THE COMMONWEALTH OF MASSACHUSETTS

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

December 07, 2018 02:31 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 001358223

1. Exact name of the corporation: COMMUNITY CARE COLLECTIVE, INC.

2. Jurisdiction of Incorporation: State: MA Country:

3.4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: DAVID GIANNETTA
 No. and Street: 37 SPARTAN ARROW RD
 City or Town: LITTLETON State: MA Zip: 01460 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 37 SPARTAN ARROW RD
 City or Town: LITTLETON State: MA Zip: 01460 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
TREASURER	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
SECRETARY	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
DIRECTOR	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA

7. Briefly describe the business of the corporation:

RETAIL SALES AND WHOLESALE

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments <i>Num of Shares</i> <i>Total Par Value</i>	Total Issued and Outstanding <i>Num of Shares</i>
PNP	\$0.00000	100 \$0.00	100

9. Check here if the stock of the corporation is publicly traded:

10. Report is filed for fiscal year ending: 12/31/ 2018

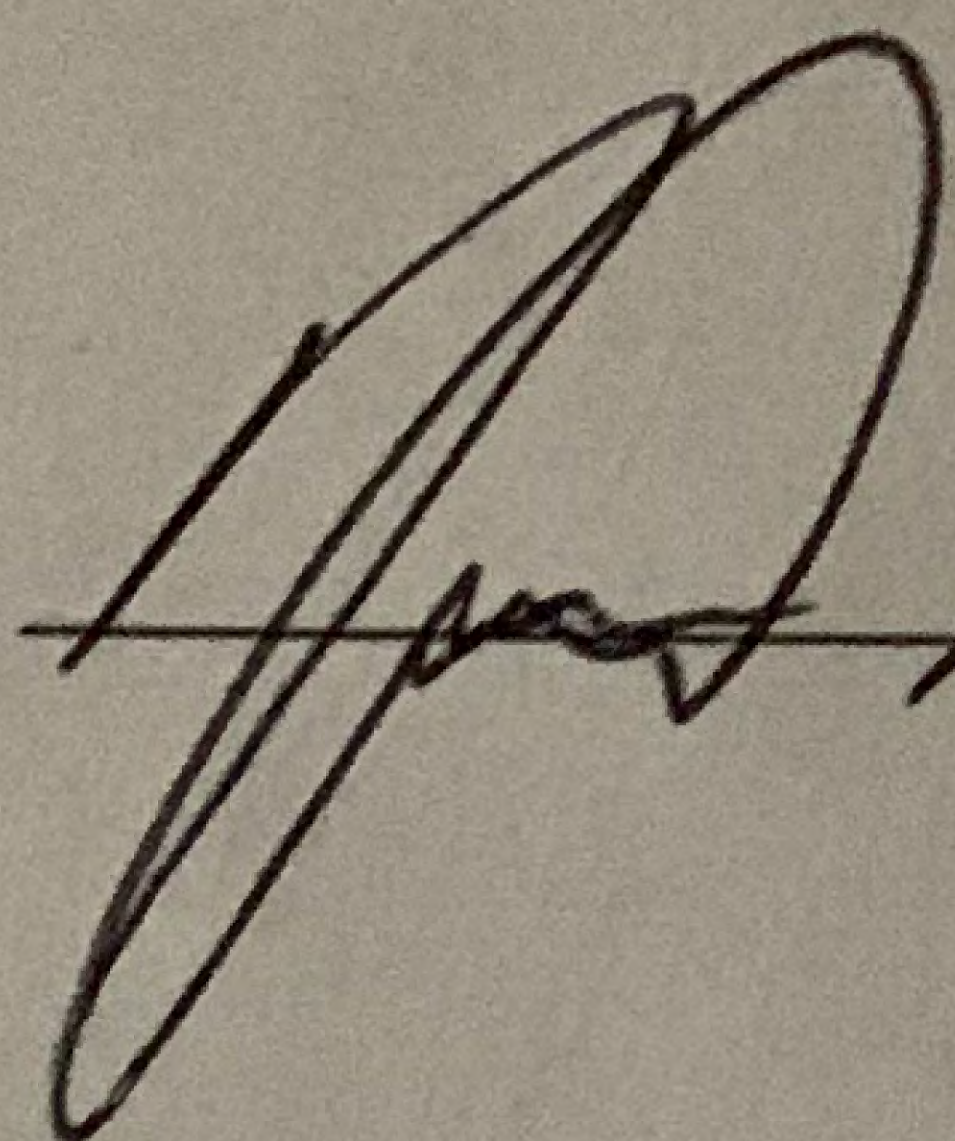
**Signed by DAVID GIANNETTA , its PRESIDENT
on this 26 Day of April, 2019**

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**Community Care Collective, Inc.
Association with Justin Smith**

Signed under the pains and penalties of perjury, I, David Giannetta, an authorized representative of Community Care Collective, Inc., certify that Justin Smith is no longer affiliated in any capacity with Community Care Collective, Inc., as evidenced by Community Care Collective, Inc.'s filings with the Secretary of the Commonwealth. As such, Justin Smith does not classify as an Individual with Direct or Indirect Authority or a Close Associate or Member of Community Care Collective, Inc. Accordingly, Justin Smith is not listed on the Background Check Packet or Application of Intent for Community Care Collective, Inc.

 , PRESIDENT

2-27-2020
Date

Name: David Giannetta

Title: President

Entity: Community Care Collective, Inc.

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, DAVID GIANNETTA, an authorized representative of Community Care Collective, Inc., certify that Community Care Collective, Inc. does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.


Name: David Giannetta

Title: President

Entity: Community Care Collective, Inc.

8-28-2020
Date



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

William Francis Galvin
Secretary of the
Commonwealth

Date: September 01, 2020

To Whom It May Concern :

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

COMMUNITY CARE COLLECTIVE, INC.

is a domestic corporation organized on **December 07, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 20090011010

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

Processed by: Bod



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DAVID GIANNETTA
COMMUNITY CARE COLLECTIVE INC
37 SPARTAN ARROW RD # LITTLETON
LITTLETON MA 01460-1229

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, COMMUNITY CARE COLLECTIVE INC 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



PLAN FOR OBTAINING LIABILITY INSURANCE

Community Care Collective, Inc. (“CCC”) plans to contract with Phil Richard Insurance Company of Danvers, Massachusetts to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. CCC will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, CCC will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. CCC will keep reports documenting compliance with 935 CMR 500.105(10).



BUSINESS PLAN

EXECUTIVE SUMMARY

Mission Statement

Community Care Collective, Inc. (“CCC”) is a Marijuana Establishment committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

License Type

CCC is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a Marijuana Retailer in Littleton, Massachusetts and currently holds a Provisional License for a Marijuana Retailer in Billerica, Massachusetts.

What Drives Us

CCC’s goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of CCC’s operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching;
7. Running an environmentally friendly Marijuana Establishment in the Commonwealth of Massachusetts; and
8. Creating branded marijuana products that are safe, effective, consistent and high quality.

TEAM

General

CCC has put together a team to implement the operations of the Marijuana Establishment and intends to create between ten to thirty full-time staff positions within the first three years of operation. No individual on the CCC team is a controlling person with over more than three licenses in a particular class of license.

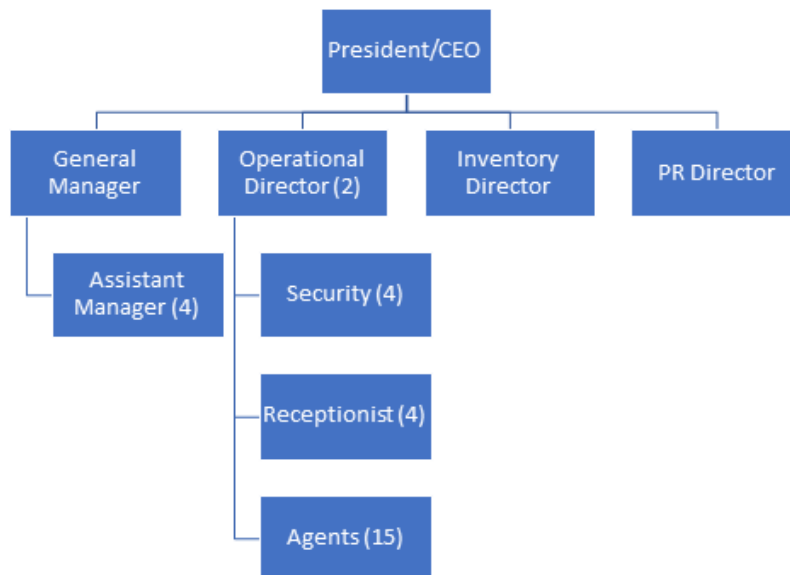
David Giannetta, President/CEO

David’s acquired skills to market and sell real estate for both himself and his clients has created a strong foundation to build from. David has always been self-employed, never having the ability to rely on anyone. Operating a Retail Marijuana Facility requires the sustainability and the “never quit” attitude which does not come natural to an individual, but which David believes he possesses. Additionally, through David’s Real Estate Career, he has prided himself on his customer service skills and his ability to create a win-win situation in all negotiations so that all parties come to an amicable agreement. Applying these skills to a retail marijuana establishment will be vital to the establishment’s success.

CCC is a small business owned by a resident of the Town of Littleton. David's direct experience owning and managing other small businesses in the area is directly applicable and will help ensure that CCC's emphasis is on education, a positive interaction with customers and with the Town officials. David expects to be on site daily, serving as the operations manager and overseeing the daily activity of staff and patrons at CCC's Retail Marijuana Facility.

Additional Staff

CCC currently has no additional staff members. As their Retail Marijuana Facility gets closer to commencing operations, CCC will hire additional staff as necessary and intends for their organizational structure to look like the following:



COMPANY DESCRIPTION

Structure

CCC is a Massachusetts domestic for-profit corporation that is applying for licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

CCC will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment.

Operations

CCC's second retailer will be located in Littleton at 531 King Street.

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

CCC will tag and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

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

CCC will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months.

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

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

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

CCC will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, CCC will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of CCC.

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

Security

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

CCC's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Littleton Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only CCC's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and CCC will maintain a current list of individuals with access. CCC will have security personnel on-site during business hours.

On-site consumption of marijuana by CCC's employees and visitors will be prohibited.

Benefits to the Municipality

CCC looks forward to working cooperatively with Littleton to ensure that CCC operates as a responsible, contributing member of the Littleton community. CCC anticipates establishing a mutually beneficial relationship with Littleton in exchange for permitting CCC to site and operate in Littleton.

Littleton stands to benefit in various ways, including but not limited to the following:

1. **Jobs:** A Marijuana Retailer facility will add ten to thirty full-time jobs, in addition to hiring qualified, local contractors and vendors.

2. Monetary Benefits: A Host Community Agreement with significant monetary donations will provide the Town with additional financial benefits beyond local property taxes.
3. Access to Quality Product: CCC will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Littleton Police Department and other municipal departments will have oversight over CCC's security systems and processes.
5. Responsibility: CCC is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: CCC's construction of the building will revitalize Littleton and contribute to the overall economic development of the local community.

MARKET RESEARCH

Industry

In Massachusetts, adult use retail sales are expected to increase from \$457 million in 2018 to \$1.4 billion in 2025, according to New Frontier Data. Unlike other places where cannabis is legal, Massachusetts is within driving distance of some of the most populous places in the country and is poised to become a cannabis tourist destination.

Customers

CCC will only sell marijuana and marijuana products to customers ages 21 years and older that provide a valid identification. CCC's intended customers are primarily residents of Littleton and the neighboring municipalities.

Regulations

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

CCC will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity. CCC will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue. CCC will apply for all state and local permits and approvals required to renovate and operate the facility.

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

PRODUCT / SERVICE

Product & Service

In addition to traditional sativa, indica, and hybrid cannabis flower, CCC will offer a wide range of products that will allow CCC to serve customers with a wide variety of needs. Products CCC intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

CCC's pricing structure will vary based on market conditions. CCC plans to produce products of superior quality and will price its products accordingly.

MARKETING & SALES

Growth Strategy

CCC's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary customer in-store experience; and
5. A caring and thoughtful staff made of consummate professionals.

CCC plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

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

All marketing, advertising, and branding produced by or on behalf of CCC will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

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

CCC will communicate with customers through:

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

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

Sales

CCC will sell its product and service by engaging customers with knowledgeable in-store personnel and CCC may attend events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, CCC will market its products and services to reach a wide range of qualified consumers.

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

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” CCC will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

CCC has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:



FINANCIAL PROJECTIONS

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS 1	SECOND FULL FISCAL YEAR PROJECTIONS 2	THIRD FULL FISCAL YEAR PROJECTIONS 3
Projected Revenue	\$ 5,124,000	\$ 4,997,200	\$ 4,843,200
Projected Expenses	\$ 3,586,800	\$ 3,498,040	\$ 3,390,240
VARIANCE:	\$ 1,537,200	\$ 1,499,160	\$ 1,452,960
Number of unique customers for the year	2,440	2,562	2,690
Number of customer visits for the year	29,280	30,744	32,280
Projected % of customer growth rate annually	---	5%	5%
Estimated purchased ounces per visit	0.5	0.5	0.5
Estimated cost per ounce	\$ 350	\$ 325	\$ 300
Total FTEs in staffing	20	25	25
Total marijuana inventory for the year (in lbs.)	1000	1085	1124
Total marijuana sold for the year (in lbs.)	915	961	1009
Total marijuana left for roll over (in lbs.)	85	124	115

FINAL REMARKS

CCC has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. CCC hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. CCC's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. CCC is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, CCC looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.



ENERGY COMPLIANCE PLAN

Community Care Collective, Inc. (“CCC”) has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities.

CCC has considered opportunities for renewable energy generation (including wind and solar options) and has determined that such options are too expensive at this time, although CCC may reconsider at a future date. Nevertheless, our team is dedicated to consistently striving for sustainability and emissions reduction. CCC is pursuing multiple strategies to reduce electric demand. Programs may include lighting schedules, active load management, and energy storage programs. CCC will create an energy efficient lighting plan including the usage of energy saving light bulbs.

CCC plans on engaging with the energy efficiency program offered by Mass Save and will coordinate with Littleton officials to identify other potential energy saving programs and initiatives.



PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Community Care Collective, Inc. (“CCC”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a CCC agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

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

Pursuant to 935 CMR 500.105(4), CCC will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. CCC will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. CCC will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), CCC packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. CCC’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



QUALITY CONTROL AND TESTING

Quality Control

Community Care Collective, Inc. (“CCC”) will comply with the following sanitary requirements:

1. Any CCC agent whose job includes contact with marijuana or nonedible marijuana products, including packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any CCC agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - 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.
3. CCC’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in CCC’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. CCC’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. CCC will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. CCC’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. CCC’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. CCC’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. CCC will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing marijuana. CCC acknowledges and understands that the Commission may require CCC to demonstrate the intended and actual use of any toxic items found on CCC’s premises;
11. CCC will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet CCC’s needs;

12. CCC's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. CCC will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. CCC will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. CCC will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

CCC's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will 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).

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

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

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

Testing

CCC will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by CCC for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the

Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of CCC's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of CCC's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

CCC's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. CCC acknowledges and understands that the Commission may require additional testing.

CCC's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both CCC and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

CCC will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. CCC acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of CCC's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to CCC for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same

Independent Testing Laboratory that produced the initial failed testing result prior to remediation.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Community Care Collective, Inc. (“CCC”) will securely maintain personnel records, including registration status and background check records. CCC will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with CCC and will include, at a minimum, the following:

- 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;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

After-Hours Contact Information

David Giannetta
P: 781-953-4452
E: david@cccrme.com

Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday: 9:00 a.m. – 9:00 p.m.
Tuesday: 9:00 a.m. – 9:00 p.m.
Wednesday: 9:00 a.m. – 9:00 p.m.
Thursday: 9:00 a.m. – 9:00 p.m.

Friday: 9:00 a.m. – 9:00 p.m.
Saturday: 9:00 a.m. – 9:00 p.m.
Sunday: 9:00 a.m. – 9:00 p.m.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for CCC will undergo a detailed background investigation prior to being granted access to a CCC facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for CCC pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, CCC will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, CCC will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, CCC will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;

- vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by CCC or the Commission.

Personnel Policies and Training

As outlined in CCC's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All CCC agents are required to complete training as detailed in CCC's Qualifications and Training plan which includes but is not limited to CCC's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

CCC will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to CCC operations, which will be reported to the Commission; or

- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



RECORDKEEPING PROCEDURES

General Overview

Community Care Collective, Inc. (“CCC”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of CCC documents. Records will be stored at CCC in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that CCC is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of CCC’s quarter-end closing procedures. In addition, CCC’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over CCC.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with CCC and will include, at a minimum, the following:
 - 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;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safety conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - CCC will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - CCC will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
 - CCC will maintain records that it has performed 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 the sales data and produce such records on request to the Commission.
- Incident Reporting Records
 - Within ten (10) calendar days, CCC will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by CCC for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within CCC's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, CCC will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two agents present during the disposal or other handling, with their signatures. CCC will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if CCC is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - CCC will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)

- Records that any and all of CCC's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - CCC shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event CCC closes, all records will be kept for at least two (2) years at CCC's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, CCC will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to CCC's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of CCC's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;

- Engaged in unsafe practices with regard to CCC operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of CCC, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on CCC's website.
- Policies and procedures for the handling of cash on CCC premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - CCC shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

CCC will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.



MAINTAINING OF FINANCIAL RECORDS

Community Care Collective, Inc.'s ("CCC") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over CCC.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If CCC 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: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - CCC shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.



QUALIFICATIONS AND TRAINING

Community Care Collective, Inc. (“CCC”) will ensure that all employees hired to work at a CCC facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

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

All of CCC’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once CCC is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

CCC will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. CCC’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

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

1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.



DIVERSITY PLAN

Overview

Community Care Collective, Inc. ("CCC") is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

To support such populations, CCC has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in CCC's operations.

Goals

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

1. Hiring and maintaining a staff of individuals with diverse backgrounds consisting of 25% veterans, 10% women, and 10% individuals identifying as LGBTQ+; and
2. Hosting or participating in at least one (1) annual, free workshop to assist minorities, women, veterans, persons with disabilities, and individuals identifying as LGBTQ+ with creating resumes, cover letters, and references for entering the adult-use marijuana industry.

Programs

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

1. Hiring and Recruitment Program:
 - a. Distributing quarterly interoffice newsletters (i.e. email correspondence between employees/office of CCC) to employees to encourage the recruitment of veterans, women, and individuals identifying as LGBTQ+; and
 - b. Placing job advertisements (as positions become available, but not less than annually) in diverse publications such as DiversityWorking.com and Hirepurpose.com.
2. Annual Workshops:

- a. Hosting or participating in at least one (1) annual, free workshop to assist minorities, women, veterans, persons with disabilities, and individuals identifying as LGBTQ+ with creating resumes, cover letters, and references for entering the adult-use marijuana industry. Due to the uncertainty surrounding COVID-19, CCC has not yet determined an exact venue for these workshops and may also consider hosting such workshops online (depending on any State of Emergency directives);;
- b. Workshops will be able to accommodate no fewer than twenty (20) individuals; and
- c. Workshops will be advertised in diverse publications and job boards such as DiversityWorking.com and the Rumbo newspaper.

Measurements

The Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure CCC continues to meet its commitments. Such measurable outcomes, in accordance with CCC's goals and programs described above, include:

1. Conducting a bi-annual audit that includes employment data, including the number of individuals from the above-referenced demographic groups who were hired and retained;
2. Documenting quarterly interoffice newsletters to employees to encourage the recruitment of members of diverse populations;
3. Maintaining records of employment opportunity postings in diverse publications such as DiversityWorking.com and Hirepurpose.com;
4. Documenting any and all workshops hosted or participated in, as well as the total number of participants in such workshops; and
5. Maintaining records of any advertisements placed for such informational sessions.

Beginning upon receipt of CCC's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, CCC will begin to utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Executive Officer will review and evaluate CCC's measurable outcomes quarterly to ensure that it is meeting its commitments. CCC is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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