



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282206
Original Issued Date: 02/10/2020
Issued Date: 01/14/2021
Expiration Date: 02/10/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Caregiver-Patient Connection LLC

Phone Number: 978-621-3567 Email Address: dean@theconnection.community

Business Address 1: 61C Tripp St.

Business Address 2:

Business City: Framingham

Business State: MA

Business Zip Code: 01703

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

Mailing Address 2:

Mailing City: Marlborough

Mailing State: MA

Mailing Zip Code: 01752

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RPA201819

RMD INFORMATION

Name of RMD: Caregiver-Patient Connection

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: 16.25

Percentage Of Control: 25

Role: Owner / Partner

Other Role: President/Manager

First Name: Catherine

Last Name: Trifilo

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 16.25

Percentage Of Control: 25

Role: Owner / Partner

Other Role: Manager

First Name: Dean

Last Name: Iandoli

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 16.25

Percentage Of Control: 25

Role: Owner / Partner

Other Role: Manager

First Name: Michael

Last Name: Staiti

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 16.25

Percentage Of Control: 25

Role: Owner / Partner

Other Role: Manager

First Name: Richard

Last Name: Olstein

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Director Of Security

First Name: Ronald

Last Name: L'Ecuyer

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 5

Percentage Of Control:

Role: Employee

Other Role: COO

First Name: Anthony

Last Name: Brach

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership:

Percentage Of Control:

Role: Employee

Other Role: Head of Cultivation

First Name: Kelsey

Last Name: Cohen-Brach

Suffix:

Date generated: 04/28/2021

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership: 30

Entity Legal Name: CPC Equity LLC

Entity DBA:

DBA

City:

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

Foreign Subsidiary Narrative:

Entity Phone:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

Relationship Description: CPC Equity was formed as a single purpose entity to act as the investment entity into Caregiver-Patient Connection LLC. CPC Equity, LLC currently has capital pledges of \$6,550,000 to fund the development of two grow facilities, (Barre MC281254) (Framingham MCN228206), a manufacturing facility in Framingham (MPN281301) a dispensary (Fitchburg MRN282131) and an additional dispensary. CPC Equity, LLC is listed as the only investor with Caregiver-Patient Connection LLC. CPC Equity, LLC has 30% profit and loss ownership of Caregiver Patient Connection, LLC but no direct or indirect authority over the management, policies, security operations or cultivation operations of Caregiver-Patient Connection LLC. A copy of the Caregiver-Patient Connection LLC operating agreement is provided as part of this response. Pursuant to Section 2.7-Power and Authority only the Managers of Caregiver-Patient Connection LLC have voting rights; Section 2.7 Power and Authority Subject to the provisions of this Agreement, the Company, by majority vote of the Managers, shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental in furtherance of the purposes set forth in Section 2.6 above, including, without limitation, the power:

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Michael

Last Name: Staiti

Suffix:

Types of Capital: Monetary/
Equity

Other Type of
Capital:

Total Value of the Capital Provided:
\$400000

Percentage of Initial Capital:
12.5

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Richard

Last Name: Olstein

Suffix:

Types of Capital: Monetary/
Equity

Other Type of
Capital:

Total Value of the Capital Provided:
\$400000

Percentage of Initial Capital:
12.5

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: CPC Equity LLC

Entity DBA:

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

Address 1: 910 Boston Post Rd. Suite #310		Address 2:	
City: Marlboro	State: MA	Zip Code: 01752	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$6550000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Catherine	Last Name: Trifilo	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection-MC281254	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 2

First Name: Dean	Last Name: Iandoli	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection-MC281254	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 3

First Name: Richard	Last Name: Olstein	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection-MC281254	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 4

First Name: Michael	Last Name: Staiti	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection-MC281254	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 61C Tripp St	
Establishment Address 2:	
Establishment City: Framingham	Establishment Zip Code: 01701
Approximate square footage of the Establishment: 23000	How many abutters does this property have?: 21
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft	Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host	HCA Attestation Signed_Framingham	pdf	5d38915d0dc32e386aece097	07/24/2019
Community Agreement	Cultivation.pdf			
Certification of Host	Community Outreach Meeting Attestation	pdf	5d38917ecfc708389d721fbc	07/24/2019

Community Agreement	Framingham.pdf			
Community Outreach Meeting Documentation	Comm Outreach Mtg PB CC stamped.pdf	pdf	5d3891b36e3bd533dbcf8cd	07/24/2019
Community Outreach Meeting Documentation	NOTICE OF COMMUNITY OUTREACH MEETING Cultivation.pdf	pdf	5d3891c5b0555e33d0bcd3b0	07/24/2019
Community Outreach Meeting Documentation	Notice-The Daily News.pdf	pdf	5d3891e054bcfa38af03436f	07/24/2019
Plan to Remain Compliant with Local Zoning	CPC Plan to Remain Compliant with Local Zoning Framingham 61 C.pdf	pdf	5d3893d56e3bd533dbcf8ee	07/24/2019
Plan to Remain Compliant with Local Zoning	61C Tripp Street Special Permit.pdf	pdf	5d5966107e918b22a66bcca8	08/18/2019
Certification of Host Community Agreement	HCA Signed Framingham Cultivation.pdf	pdf	5d5969163aff472290b9d275	08/18/2019

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.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan Framingham 9_24.pdf	pdf	5d8a657bb107e415ca90e719	09/24/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
 First Name: Catherine Last Name: Trifilo Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 2

Role: Other Role:
 First Name: Dean Last Name: Iandoli Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 3

Role: Other Role:
 First Name: Michael Last Name: Staiti Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 4

Role: Other Role:

First Name: Richard Last Name: Olstein Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 5

Role: Other Role:

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

RMD Association: RMD Staff

Background Question: no

Individual Background Information 6

Role: Other Role:

First Name: Anthony Last Name: Brach Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 7

Role: Other Role:

First Name: Kelsey Last Name: Brach Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role: None

Entity Legal Name: CPC Equity LLC Entity DBA:

Entity Description: Investment

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

Primary Business Address 1: 910 Boston Post Rd. Suite#910 Primary Business Address 2:

Primary Business City: Marlboro Primary Business State: MA Principal Business Zip Code: 01752

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR LLC 7_1_19.pdf	pdf	5d38971e385de033fc95c9f3	07/24/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing SOS CPC LLC 7_5_19.pdf	pdf	5d38972c54bcfa38af0343a5	07/24/2019
Articles of Organization	CPC LLC Articles of conversion .pdf	pdf	5d38974154bcfa38af0343a9	07/24/2019
Bylaws	CPC EQUITY OPERATING AGREEMENT - final.pdf	pdf	5d389756b0555e33d0bcd3eb	07/24/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
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Department of Revenue - Certificate of Good standing	DOR cert of good standing 11-12-20.pdf	pdf	5fb6f61357d9d707ee4da8ed	11/19/2020
Department of Unemployment Assistance - Certificate of Good standing	DUA Cert of good standing 11-12-20.pdf	pdf	5fb6f623dd2d7407bedee249	11/19/2020
Secretary of Commonwealth - Certificate of Good Standing	sos cert of good standing 11-12-20.pdf	pdf	5fb6f6318cc05c081b1b9609	11/19/2020

Massachusetts Business Identification Number: 001384921

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	61C Timeline revised 11_17_2020.pdf	pdf	5fb700eba75869080486e306	11/19/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	CPC-Policies and procedures for cultivating.pdf	pdf	5d3897e7bc4ba7387cf4e1c2	07/24/2019
Restricting Access to age 21 and older	CPC-Restricting access to age 21 and older.pdf	pdf	5d38980bf0e76e38a87cda49	07/24/2019
Storage of marijuana	CPC-Storage of marijuana.pdf	pdf	5d389a84e230513892f8147b	07/24/2019
Inventory procedures	CPC-Inventory procedures.pdf	pdf	5d389aa3a442c833e606903a	07/24/2019
Quality control and testing	CPC-Quality Control and Testing Procedures Revised 2_14.pdf	pdf	5d389ab9f0e76e38a87cda67	07/24/2019
Dispensing procedures	CPC-Dispensing procedures.pdf	pdf	5d389acfa442c833e606903e	07/24/2019
Record Keeping procedures	CPC-Record Keeping Revised 2_19.pdf	pdf	5d389aed54bcfa38af0343c8	07/24/2019
Maintaining of financial records	CPC-Maintaining of Financial Records Revised 2_19.pdf	pdf	5d389afdad2c7633c919784f	07/24/2019
Qualifications and training	CPC-Qualifications and training.pdf	pdf	5d389f26cfc708389d72204f	07/24/2019
Security plan	CPC-Security Framingham REVISED 8_6_19.pdf	pdf	5d59677c271f0d1dcdf2e701	08/18/2019
Transportation of marijuana	CPC-Transportation of Marijuana REVISED 8_6_19.pdf	pdf	5d5967a638be9e227ac508d6	08/18/2019
Prevention of diversion	CPC Prevention of Diversion Plan Revised 8_13.pdf	pdf	5d5967cd3aff472290b9d26b	08/18/2019
Personnel policies including background checks	CPC-Personnel Policies Including Background Checks Revised 8_13.pdf	pdf	5d5967fdc544c91e011c430f	08/18/2019
Diversity plan	CPC Diversity Plan Framingham 61C Revised	pdf	5dee93b640e34857919804c7	12/09/2019

12_9_19.pdf				
Energy Compliance Plan	Architectural_Review_Approval_Letter_Caregiver-Patient_Connection[1].pdf	pdf	5fb6fa77a75869080486e2f1	11/19/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: MC282206, the applicant for license renewal, is currently under construction and has not commenced operations. Caregiver-Patient Connection LLC has incorporated a company-wide Positive Impact Plan in which all goals have been met. Please see below submission.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: MC282206, the applicant for license renewal, is currently under construction and has not commenced operations. Caregiver-Patient Connection LLC has incorporated a company-wide Diversity in which all goals have been met to date. Please see below submission.

HOURS OF OPERATION

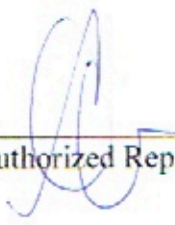
Monday From: 8:00 AM	Monday To: 6:00 PM
Tuesday From: 8:00 AM	Tuesday To: 6:00 PM
Wednesday From: 8:00 AM	Wednesday To: 6:00 PM
Thursday From: 8:00 AM	Thursday To: 6:00 PM
Friday From: 8:00 AM	Friday To: 6:00 PM
Saturday From: 8:00 AM	Saturday To: 6:00 PM
Sunday From: Closed	Sunday To: Closed

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, Catherine Trifilo, (*insert name*) certify as an authorized representative of Caregiver-Patient Connection LLC, (*insert name of applicant*) that the applicant has executed a host community agreement with the City of Framingham (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on June 25, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Thatcher W. Kezer, III, COO, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Framingham (*insert name of host community*) to certify that the applicant and the City of Framingham (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on June 25, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Catherine Trifilo, (*insert name*) attest as an authorized representative of Caregiver-Patient Connection LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on Saturday, January 26, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Thursday, January 17, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on January 17, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 15, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
61C TRIPP STREET, FRAMINGHAM, MA**

2019 JAN 17 P 1:25

Attachment B

Notice is hereby given that the Caregiver- Patient Connection, Inc. of 287 Chapman Road, Barre, Massachusetts, will conduct a Community Outreach Meeting on the following matter on **JANUARY 26, 2019 at the 61C Tripp Street, Framingham, MA at 10:30 A.M.** *The Caregiver- Patient Connection, Inc. intends to apply for the following: Adult-use Marijuana Establishment license: Marijuana Product Manufacturer, to be located at 60 Tripp Street, Framingham, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

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

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

A copy of this notice is on file with the Offices of the City Clerk, the Planning Board, the Framingham City Council, the Framingham Mayor and the City Solicitor. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another City or Town.

Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

2019 JAN 17 P 1:25

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
61C TRIPP STREET, FRAMINGHAM, MA**

Notice is hereby given that the Caregiver- Patient Connection, Inc. of 287 Chapman Road, Barre, Massachusetts, will conduct a Community Outreach Meeting on the following matter on **JANUARY 26, 2019 at the 61C Tripp Street, Framingham, MA at 10:30 A.M.** *The Caregiver- Patient Connection, Inc. intends to apply for the following: Adult-use Marijuana Establishment license: Marijuana Cultivator-Tier III, to be located at 61C Tripp Street, Framingham, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

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

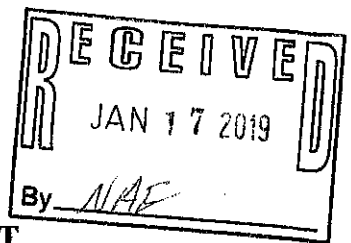
1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;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

A copy of this notice is on file with the Offices of the City Clerk, the Planning Board, the Framingham City Council, the Framingham Mayor and the City Solicitor. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another City or Town.

Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
61C TRIPP STREET, FRAMINGHAM, MA**



Planning Bd

Notice is hereby given that the Caregiver- Patient Connection, Inc. of 287 Chapman Road, Barre, Massachusetts, will conduct a Community Outreach Meeting on the following matter on **JANUARY 26, 2019 at the 61C Tripp Street, Framingham, MA at 10:30 A.M.** *The Caregiver- Patient Connection, Inc. intends to apply for the following: Adult-use Marijuana Establishment license: Marijuana Cultivator-Tier III, to be located at 61C Tripp Street, Framingham, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

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

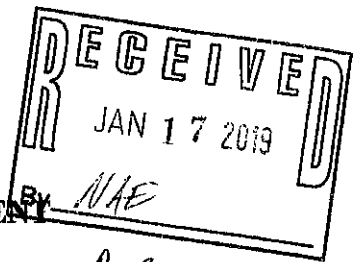
1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;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

A copy of this notice is on file with the Offices of the City Clerk, the Planning Board, the Framingham City Council, the Framingham Mayor and the City Solicitor. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another City or Town.

Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
61C TRIPP STREET, FRAMINGHAM, MA**



Notice is hereby given that the Caregiver- Patient Connection, Inc. of 287 Chapman Road, Barre, Massachusetts, will conduct a Community Outreach Meeting on the following matter on **JANUARY 26, 2019 at the 61C Tripp Street, Framingham, MA at 10:30 A.M.** *The Caregiver- Patient Connection, Inc. intends to apply for the following: Adult-use Marijuana Establishment license: Marijuana Product Manufacturer, to be located at 60 Tripp Street, Framingham, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

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

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. ~~Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and~~
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Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

2019 JAN 17 PM 1:38

OFFICE OF THE MAYOR
FRAMINGHAM, MA.

**NOTICE OF COMMUNITY OUTREACH MEETING
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Catherine Trifilo
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2019 JAN 17 PM 1:38

OFFICE OF THE MAYOR
FRAMINGHAM, MA.

**NOTICE OF COMMUNITY OUTREACH MEETING
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Caregiver -Patient Connection, Inc.

Catherine Trifilo
President



CPC Plan to Remain Compliant with Local Zoning

The Caregiver Patient Connection LLC's (CPC's) proposed location for Tier III marijuana cultivation is 61 C Tripp St., Framingham, MA in an Industrial Zoning District. CPC has received its' Special Permit from the City of Framingham Planning Board in May, 2019 pursuant to it (CPC) demonstrating that it is, and will remain, in compliance with Local Zoning.



FRAMINGHAM PLANNING BOARD
150 CONCORD STREET, FRAMINGHAM, MA 01702



MEMBERS OF THE PLANNING BOARD: CHRISTINE LONG, CHAIR - LEWIS COLTEN, VICE CHAIR - VICTOR ORTIZ, CLERK - SHANNON FITZPATRICK - JOSEPH NORTON

**FRAMINGHAM PLANNING BOARD - NOTICE OF DECISION
ON THE APPLICATION OF MICHAEL STAITI, CAREGIVER PATIENT CONNECTION, INC.
FOR MINOR SITE PLAN REVIEW FOR THE PROPERTY LOCATED AT 61C TRIPP STREET
DECISION DATED APRIL 4, 2019**

The Applicant filed an application for a Minor Site Plan Review; notice of the opening public hearing was published in MetroWest Daily Newspaper on March 7, 2019 and March 11, 2019; and the legal ad was mailed to parties of interest pursuant to the Framingham Zoning By-Law and M.G.L. Chapter 40A. The Planning Board held public hearings for the project on March 21, 2019 and April 4, 2019.

The project includes the establishment of a marijuana cultivation facility. The property is zoned General Manufacturing (M) and listed as Framingham Assessor's Parcel ID: 141-92-6790-000

On April 4, 2019, the Planning Board **APPROVED** the application with conditions. The **DECISION** was filed in the office of the City Clerk on April 5, 2019.

For additional information, please see the Planning Board's webpage at www.framinghamma.gov.

Christine Long, Chair FRAMINGHAM PLANNING BOARD

Any appeal from the Decision shall be made pursuant to G.L. Ch. 40A, Sec. 17 and must be filed within twenty (20) days after the date of filing of the Decision in the office of the Town Clerk. The Notice of Decision can be found in the MetroWest Daily Newspaper and on the Massachusetts Newspaper Publishers Association's (MNPA) website.

CITY OF FRAMINGHAM
CITY CLERK'S OFFICE
2019 APR -5 P 12:04



FRAMINGHAM PLANNING BOARD
150 CONCORD STREET, FRAMINGHAM, MA 01702



MEMBERS OF THE PLANNING BOARD: CHRISTINE LONG, CHAIR - LEWIS COLTEN, VICE CHAIR - VICTOR ORTIZ, CLERK - SHANNON FITZPATRICK - JOSEPH NORTON

DECISION OF THE FRAMINGHAM PLANNING BOARD
ON THE APPLICATION OF MICHAEL STAITI, CAREGIVER PATIENT CONNECTION, INC.
FOR MINOR SITE PLAN REVIEW FOR THE PROPERTY LOCATED AT 61C TRIPP STREET
DECISION DATED APRIL 4, 2019

2019 APR - 5 P 12:04
CITY OF FRAMINGHAM
CITY CLERK'S OFFICE

General Property Information

Project Number: PB-07-19
Property Address: 61C Tripp Street
Assessor's Information: 141-92-6790-000
Zoning District: General Manufacturing (M)

Application Information

Application(s): Minor Site Plan Review
Date application(s) were filed with the Planning Board: March 7, 2019
Date application(s) were filed with the City Clerk: March 7, 2019

General Project Contact Information

Applicant Name/Contact Name and Address: Michael Staiti, Caregiver Patient Connection, Inc., 910 Boston Post Road, Suite 310, Marlboro, MA
Property Owner Name: LRT Realty Trust, Len Jolles, 1 Main Street, Whitinsville, MA
Project Engineer: David Leroy-Hannigan Engineering, 8 Monument Square, Leominster, MA

Legal Ad & Public Hearing Information

MetroWest Daily News Run dates of the Legal Ad: (more than 14 days prior) March 7, 2019 and (7 days prior) March 11, 2019
Date of abutter/7 Abutting municipalities/parties of interest mailing: March 11, 2019
Date of opening public hearing: March 21, 2019
Date of continued public hearing: April 4, 2019

PLANNING BOARD PLAN APPROVAL INFORMATION

Date of Plan: February 28, 2019, revised through March 25, 2019

PROJECT DESCRIPTION

The Applicant, Mike Staiti, Caregiver Patient Connection proposes to utilize an existing 24,300sf structure for a marijuana manufacturing establishment. The use is permitted by-right in the General Manufacturing (M) District. The project includes the renovation of the interior space with the formalization of the exterior off-street parking facility for better site circulation.

PUBLIC HEARING

The Framingham Planning Board held its opening public hearing for the project located at 61C Tripp Street on March 21, 2019, and later held continued public hearings on April 4, 2019. Planning Board members present throughout the public hearings were the following: Christine Long, Chair; Lewis Colten, Vice-Chair; Victor Ortiz, Clerk; Shannon Fitzpatrick (absent on March 21, 2019, and filed the Mullin Rule with the City Clerk on April 4, 2019); and Joseph Norton. During the course of the public hearing process, the following individuals appeared on behalf of the Applicant: Michael Staiti, Applicant; Chris Anderson, Hannigan Engineering; Attorney Catherine Trifilo, President of Caregiver Patient Connection; and Dean Iandoli, Vice-president of Caregiver Patient Connection.

Summary of Minutes

On March 21, 2019, the Planning Board opened the public hearing and the legal ad was read into the record.

Michael Staiti, Applicant, presented an overview of the project stating that the property has been in existence since 1955 and the site contains a 2-3 acre wetland buffer area. Mr. Staiti further stated that it is a low intensity use with no public access and that they will be working closely with the Police Department on site security and lighting. It is expected that there will only be 2-3 deliveries per day. Mr. Staiti stated that they have held a community meeting and the few concerns that were voiced have been addressed as best as they can. No proposed changes are being made to the site. Mr. Staiti stated that the building has been vacant for a few years and it is a single story structure and that there are a few other buildings on the property including Rensport, Anderson Cycle, and Precision Fitness that has a storage area here. Mr. Staiti stated that he expects 35 employees and that they are providing the required number of parking spaces (48) and that this is minor site plan review that only involves interior renovations of the building to accommodate the use as a cannabis growing facility. The Applicant stated they have met with DPW and it was requested that nothing be done to disturb the wetland area on the site.

On March 21, 2019, the Planning Board reviewed and voted the requested waivers for the project. Christine Long, Chair, stated that there are 11 waivers being requested and read the following list of requested waivers for Board review: Preparation of formal zoning table, parking calculation, plan showing existing conditions site plan, landscape plan, building dimensions, color architectural renderings, parking impact report, drainage calculations, urban design narrative, sewer infrastructure and water infrastructure.

Lewis Colten moved that the Planning Board approve all waivers requested by the Applicant as enumerated. Joseph Norton seconded the motion. The Planning Board voted 4-0-0. MOTION PASSED.

On March 21, 2019, members of the Planning Board made the following comments.

- Lewis Colten requested a clarification of pervious area regarding the asphalt mixture that was being used on the site. Chris Anderson stated that the hot top that is reclaimed asphalt

is sticky and remains pervious on site and can be striped. Mr. Colten asked for clarification on site lighting. Ms. Long stated that lighting is not part of the Planning Board review for this application since this is minor site plan review but that a cut sheet was provided for lights being used. Mr. Staiti stated they will be working closely with the Police Department to ensure that security and lighting will be adequate for this use. Mr. Staiti stated that the neighbors did not have concerns about the lighting on the site and generally wanted less lighting.

- Joseph Norton asked the Applicant to show where the building is located on the site.
- Ms. Long stated that Tripp Street is the perfect location for this use since it is isolated and an industrial area

On March 21, 2019 and April 4, 2019, the Planning Board opened the floor for public comments. Comments from members of the public were received on March 21, 2019. All Planning Board meetings are video captured for reference.

FINDINGS

Having reviewed the application, Site Plans, and reports filed by the Applicant and its representatives; having considered the correspondence from the Department of Public Works (DPW), the Police Department, the Fire Department, the Department of Inspectional Services, and the public hearing process. The Planning Board makes the following findings:

Minor Site Plan Review (Section VI.F of the Framingham Zoning By-Law)

1. Retain Community Character (Section VI.F.6.a)

- a. The property located at 61C Tripp Street is situated within the General Manufacturing (M) Zoning District.
- b. The Applicant proposes an interior fit out of the structure located at 61C Tripp Street which is approximately 24,300sf. Interior space will be partitioned into separate areas including a commercial greenhouse in which will utilize approximately 19,200sf and general manufacturing operations associated with the cultivation of marijuana that will utilize approximately 5,100sf.
- c. The Applicant proposes no exterior renovations to the façade of the existing structure.
- d. The Applicant proposes to provide a new HVAC system that will be screened along with dumpsters that will be located within a locked enclosure on a pad.

2. Traffic, parking, and public access (Section VI.F.6.b)

- a. A Traffic Report is not required for Minor Site Plan Review Applications.
- b. The proposed use requires 48 off-street parking spaces, three of which are handicap accessible. The Applicant proposes to provide the required 48 off-street parking spaces, of which three will be handicap accessible.
- c. The Applicant agrees to design the accessible off-street parking spaces as universal in accordance 521CMR.

- d. The Site Plan dated February 28, 2019, revised through March 25, 2019, does not include the four off-street parking spaces located to the south of 61A Tripp Street that will be provided to ensure that 48 off-street parking spaces are provided for the use.
- e. The Applicant in accordance with Section VI.B of the Framingham Zoning By-Law, is providing approximately 12 bicycle parking spaces on-site. In the event that the Applicant chooses not to install bicycle parking on-site, the Applicant may gift the bicycle racks to the Department of Public Works (DPW) and/or the Department of Parks and Recreation.
- f. The existing structure is presently improved with seven loading spaces and loading bays. The Applicant proposes to decrease the number of loading spaces and loading bays to four. The Zoning By-Law requires three loading spaces and bays to be provided.

3. Environmental Impact (Section VI.F.6.c)

- a. Minor Site Plan Review does not require the submittal of an Environmental Impact Statement.
- b. The project is considered a redevelopment that does not increase impervious surface, on-site.
- c. During the Technical Review Team (TRT) process, the TRT requested the use of Low Impact Development (LID) rather than the increase in the number of off-street parking spaces.
- d. The project is not expected to negatively impact air, surface water, or ground water provided that environmental controls remain in place.

4. Health (Section VI.F.6.d)

- a. The Project has been designed to minimize adverse air-quality impact, noise, glare and odors.
- b. The Applicant agrees to enclose and provide screening to all exterior trash and recycling dumpsters in a locked storage area. Enclosures shall include a latching lock mechanism on the gate. Chainlink fence is prohibited for the use as an enclosure.

5. Public Infrastructure

- a. The existing structure is serviced by municipal sewer and water.

CONDITIONS OF APPROVAL

The Planning Board finds that the Application and Site Plans submitted by the Applicant comply with all applicable provisions of Framingham's Zoning By-Law and General By-Laws relevant to this review. Accordingly, the Planning Board votes are pursuant to relevant provisions of these By-Laws. Therefore, said approval from the Planning Board is subject to the following conditions:

General Provisions.

1. The Applicant is required to provide fencing material submittals to the Administrator for review and approval prior to any installation. Further, prior to the installation of the fence, the Planning Board Office shall be given written notice within not less than 48-hours.
2. Prior to the installation of the fence, the Applicant shall provide to the Planning Board Office the name, address and emergency contact telephone number of the individual or individuals who shall be responsible for all activities on site and who can be reached 24 hours a day, seven days a week. In the event project management changes, all new contact information shall be submitted to the Planning Board within twenty-four hours.
3. A copy of this Decision shall be kept on the Site in a location that is highly visible and accessible.
4. No material corrections, additions, substitutions, alterations, or any changes shall be made in any plans, proposals, and supporting documents approved and endorsed by the Planning Board without the written approval of the Planning Board. Any request for a material modification of this approval shall be made in writing to the Planning Board for review and approval by the Planning Board or the Planning Board's Administrator and shall include a description of the proposed modification, reasons the modification is necessary, and any supporting documentation. Upon receipt of such a request, the Planning Board's Administrator may, in the first instance, make a determination in writing authorizing a minor modification to the Site Plans, or the Administrator may refer the matter to the Planning Board, which may consider and approve minor modifications at a regularly scheduled Planning Board meeting. In the event the Planning Board determines the change is major in nature (e.g., resulting in material changes, newly identified impacts, etc.), the Planning Board shall consider the modification at a noticed public hearing.
5. The Applicant shall record this Decision with exhibit(s) at the Middlesex South Registry of Deeds prior to the issuance of a building permit after the required appeal period has lapsed in accordance with M.G.L., c. 40A, Section 17. The Applicant shall submit proof of the decision being recorded to the Planning Board. Failure to record the decision prior to commencement of construction or to comply with the conditions of approval herein shall, upon notice to the Applicant and the opportunity for a hearing, render this Decision null and void.
6. In the event that the permit is not exercised nor substantial use thereof has not commenced from three years of the date of recording, except for good cause as determined by the Planning Board, the permit shall be deemed null and void.
7. The failure to comply with the Framingham Zoning By-Laws, Framingham General By-Laws and/or the terms of this Decision may, upon notice to the Applicant and the opportunity for a hearing, result in revocation of the following permits/approvals: Minor Site Plan Review, issued hereunder. The Planning Board shall, by first class mail, send the owner written notification of any failure to comply with the Framingham Zoning By-Laws, the Framingham General By-Laws, the Planning Board Rules & Regulations, and/or the terms of this Decision. If the Applicant believes that it is not in violation, it may request and will be granted an opportunity to attend a Planning Board meeting to try to resolve the alleged violation. If within 30 days from the date of mailing of said notice, the Applicant has not resolved the matter with the Planning Board or remedied the alleged violation (or demonstrated it has

taken steps to do so), it shall be grounds for revocation of the approvals issued hereunder. At the expiration of the 30 day period, the Planning Board after a duly noticed public hearing, including notice to the owner by first class mail, may revoke the approvals issued hereunder if it finds by a four-fifths vote that there has been a violation of the By-law and/or the terms of this Decision and that the owner has failed to remedy it; alternatively, the Planning Board may continue the public hearing, or by a four-fifth vote extend the time period in which the violation may be corrected.

Snow Storage and Waste Storage/Removal

8. Snow storage shall not obstruct sight lines to preserve public safety.
9. Snow storage shall be on-site in the snow storage areas designated on the Endorsed Site Plans. However, in the event of a prolonged snow event that results in all designated snow storage areas being full, then the Applicant shall be required to remove excess snow by trucking such excess snow off-site within forty-eight hours after the snowfall ends in the interest of public safety.
10. All exterior trash and recycling dumpsters shall be located in a screened enclosure with a latching lock mechanism on the gate. Chain-link fence is prohibited for use as an enclosure. The Applicant is required to provide fencing material submittals to the Administrator for review and approval prior to any installation.
11. Internal sidewalks and walkways shall be kept clear of snow and all other impediments and/or litter throughout the year. In the event of snow, the sidewalks and walkways shall be cleared within 48 hours of a snow event. Snow shall not be stored on or impede access/use of sidewalks and walkways.

Bicycles

12. The Applicant shall install bicycle parking, in accordance with the requirements set forth in Section IV.B.7 of the Framingham Zoning By-Law. If such bicycle racks cannot be accommodated on-site, the Applicant may gift the required number of bicycle racks to the Department of Public Works (DPW) or the Department of Parks and Recreation.

Off-Street Parking

13. All accessible off-street parking shall comply with the requirements set forth in 521 CMR relative to accessible parking. The Applicant shall ensure that all accessible spaces are designed to the universal standard.
14. The Site Plan dated February 28, 2019, revised through March 25, 2019, does not include the four off-street parking spaces located to the south of 61A Tripp Street, which will be provided to ensure that 48 off-street parking spaces are provided for the use.
- 15.

Framingham Department Review

16. The Applicant shall comply with the letter of comment from the Department of Public Works (DPW), Re: Minor Site Plan Review – 61C Tripp Street, Framingham, dated April 3, 2019
17. The Applicant shall comply with all applicable State Building and Fire Codes.
18. The Applicant shall comply with the requests of the Fire Department as outlined in the ACCELA correspondence received on April 4, 2019.

WAIVER REQUESTS

On March 21, 2019, the Planning Board reviewed and voted the requested waivers for Preparation of formal zoning table, parking calculation, plan showing existing conditions site plan, landscape plan, building dimensions, color architectural renderings, parking impact report, drainage calculations, urban design narrative, sewer infrastructure and water infrastructure.

The Planning Board voted four in favor, zero opposed, and zero in abstention to grant the requested waivers as presented by the Applicant.

Waiver Request

Christine Long.....yes
Lewis Colton.....yes
Victor Ortiz.....yes
Joseph Norton.....yes

VOTES

The Planning Board voted four in favor, one opposed, and zero in abstention to grant approval for the Application of Mike Staiti, Caregiver Patient Connection for Minor Site Plan Review, with conditions for the property at 61C Tripp Street.

Site Plan Review (Minor)

Christine Long.....yes
Lewis Colton.....yes
Victor Ortiz.....no
Shannon Fitzpatrick.....yes
Joseph Norton.....yes

By: _____

Christine Long, Chair, Framingham Planning Board

Date of Signature: April 4, 2019

EXHIBITS

Not attached unless indicated

The Applicant has filed with the Planning Board various plans and reports required under the requirements of the Framingham Zoning By-Laws/Ordinances and the Framingham General By-Laws. During the review process, the Applicant and its professional consultants also submitted revisions to plans in response to requests by the Planning Board and by the various town departments that reviewed the Project. All of these plans, reports and correspondence are contained in the Planning Board's files and are hereby incorporated into this Decision by reference.

1. Form A – Application Cover Letter for the property at 61C Tripp Street (PB-07-19), filed with the City Clerk on March 7, 2019
2. Form E-1 – Site Plan Review Application for the property at 61C Tripp Street (PB-07-19), filed with the City Clerk on March 7, 2019
3. Caregiver Patient Connection – Cultivation Facility, 61 Tripp Street, Framingham MA, Minor Site Plan Review, Appendix I
4. 120W LED Wall Pack, lighting detail, dated March 3, 2019
5. Caregiver Patient Connection, Inc., Minor Site Plan Review, 61C Tripp Street, Framingham, Addendum A-Parking Table
6. York Technical guide, R-410A, ZJ/ZR/ZF Series, 15-25Ton, 60 Hertz
7. Site Plan, prepared by Hannigan Engineering, Inc., dated February 28, 2019, revised through March 25, 2019
8. Proposed Floor Plan and Parking Plan, dated January 21, 2019, revised through February 9, 2019

The Planning Board received correspondence various municipal Departments who review the Project, and has been incorporated herein by reference.

1. Form B – Building Department Recognition Form for the property at 61C Tripp Street, dated February 15, 2019
2. Certification Pursuant to G.L.c. 39, Section 23D of Participation in a Session of an Adjudicatory Hearing where the Undersigned Member Missed A Single Hearing Session, filed by Shannon Fitzpatrick with the City Clerk on April 4, 2019
3. Legal ad for the opening public hearing held on March 21, 2019, run in the MetroWest Daily Newspaper on March 7, 2019 and March 11, 2019, stamped in with the City Clerk on March 7, 2019
4. Inter Office Memo – Project Review Request and Timeline, Re: Departmental Project Review – 61C Tripp Street (PB-07-19), dated March 7, 2019, stamped in with the City Clerk on March 7, 2019
5. Statement of comment from the Framingham Fire Department, received via ACCELA on April 4, 2019
6. Letter of comment from the Framingham Department of Public Works, Re: Minor Site Plan Review – 61C Tripp Street, Framingham, dated April 3, 2019

7. Email of comment from the Health Department (Robin Williams), Subject: RE: 61C Tripp Street PB-07-19, received on April 4, 2019
8. Email of comment from the Conservation Commission (Kimberly E. Ciaramicoli), RE: 61 Tripp Street, Notice of Intent, dated April 3, 2019
9. Email of comment from the Framingham Police Department (Keith Strange) Subject: RE: 61C Tripp Street PB-07-19, received on April 4, 2019

**HOST COMMUNITY AGREEMENT FOR MARIJUANA CULTIVATOR
ESTABLISHMENT BETWEEN CAREGIVER-PATIENT CONNECTION, LLC AND
THE CITY OF FRAMINGHAM, MASSACHUSETTS**

THIS HOST COMMUNITY AGREEMENT ("Agreement") is entered into this 25th day of June, 2019 by and between **CAREGIVER-PATIENT CONNECTION, LLC**, a Massachusetts limited liability company with its main office presently located at **910 BOSTON POST ROAD, SUITE 310, MARLBORO, MA 01752** ("OPERATOR") and the **CITY OF FRAMINGHAM**, a Massachusetts municipal corporation with a principal address of 150 Concord Street, Framingham, MA ("CITY").

RECITALS

1. OPERATOR is the lessee of the property at **60 Tripp Street and 61C Tripp Street, Framingham, MA** ("the Premises") owned by Leonard Jolles, Trustee of the LRT Realty Trust, u/d/t/d July 20, 1995 recorded with the Middlesex South District Registry of Deeds at Book 25576, Page 381 and filed with the Middlesex South Registry District of the Land Court as Document No. 980390, which lease is evidenced by Notices of Lease dated January 31, 2109 and recorded with said Deeds at Book 72558, Page 357 (with respect to 60 Tripp Street) and at Book 72478, Page 580 and filed as Land Court Document No. 1813729;
2. OPERATOR is a seeks a license from the Cannabis Control Commission to operate an **adult use, i.e., non-medical, Marijuana Cultivator Establishment** within the meaning of 935 CMR 500.002 to be located at **61C Tripp Street, Framingham, Framingham, MA** and to sell marijuana products at the Premises in compliance with 935 CMR 500. and M.G.L. c. 94C, § 34;
3. OPERATOR has warranted and represented, and the CITY's Planning Administrator has verified, that the OPERATOR'S **Marijuana Cultivator Establishment** is not located within 500 feet, measured in a straight line from the nearest point of the Premises to the nearest point of any pre-existing public or private school providing education in kindergarten or grades 1 through 12;
4. M.G.L. c. 94G, § 3(d), as affected by Chapter 55 of the Acts of 2017 at SECTION 25 requires that:

[a] marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host

community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years. Any cost to a city or town imposed by the operation of a marijuana establishment or medical marijuana treatment center shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4;

5. M.G.L. c. 94G, § 12 (h), as affected by Chapter 55 of the Acts of 2017 at SECTION 37 requires that “[e]ach licensee shall file an emergency response plan with the fire department and police department of the host community”;
6. OPERATOR and the CITY enter into this Agreement with the intention of being bound by its terms such that this Agreement shall be fully enforceable by a court of competent jurisdiction;

NOW THEREFORE, in accordance with M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017, and the regulations of the Cannabis Control Commission (“COMMISSION”) promulgated thereunder as 935 CMR 500.00, and in consideration of the mutual promises herein contained, the OPERATOR and CITY agree as follows:

1. **Compliance.** OPERATOR shall comply with all laws, rules, bylaws or ordinances, regulations and orders applicable to the operation of **an adult use, i.e., non-medical, Marijuana Cultivator Establishment** such provisions being incorporated herein by reference, including, but not limited to:
 - a. M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017 and the regulations of the COMMISSION as the same may be amended from time to time; and the
 - b. Framingham General Bylaws, Sign Bylaws, Zoning Bylaws and Board of Health Regulations as the same may be amended from time to time, and
 - c. The Framingham Planning Board Decisions regarding Minor Site Plan Review pertaining to **61C Tripp Street**, dated April 4, 2019 [PB-07-19] and pertaining to **60 Tripp Street**, dated May 30, 2019 [PB-12-19] as all of the same may be amended from time to time.

OPERATOR shall be responsible for obtaining from the Commission and the CITY all necessary licenses, permits, and approvals required for the operation of its Marijuana Retail Establishment at the Premises. OPERATOR shall consult with the Board of Health, which has shall determine whether OPERATOR has made adequate provision for odor mitigation and waste disposal OPERATOR shall use an industrial grinder for disposal of waste containing cannabis or cannabis residue, or removed waste containing cannabis or cannabis residue to a licensed disposal site in accordance with 935 CMR 500.105(12).

2. **Community Impact Deposit.** Prior to commencing business operations as a Marijuana Retail Establishment, OPERATOR shall make a one-time community impact deposit payment to the CITY in the sum of \$20,000.00, which the CITY may, in its sole discretion, use to address public health, safety and other effects or impacts the OPERATOR'S Marijuana Retail Establishment may have on the CITY, including community wellness programs and other efforts and initiatives. The OPERATOR's community impact deposit payment shall not be refundable but shall be credited toward OPERATOR'S annual community impact fee described in Paragraph 3 following.
3. **Community Impact Fee.** OPERATOR shall pay to the CITY, an annual community impact fee in the sum of 3 per cent of the gross sales of its **adult use, i.e., non-medical, Marijuana Cultivator Establishment** at the Premises.
 - a. OPERATOR understands and agrees that the purpose of the Community Impact Fee is to alleviate the impacts of the siting of the Marijuana Product Manufacturer in the City, which include, but are not limited to, expenditures of City funds to: i) promote and maintain a positive perception of the City to other residents, visitors and businesses; ii) address impacts on public health and safety, including creation of addiction prevention and education programs; iii) maintain roads and public services; iv) pay for increased administrative, regulatory, police, fire, and inspectional services; v) legal services other than those related to the negotiation, drafting and execution of this Agreement.
 - b. OPERATOR expressly agrees that 3 per cent of the gross sales of its **adult use, i.e., non-medical, Marijuana Cultivator Establishment** is reasonably related to the costs imposed upon the CITY by OPERATOR's operation of its **Marijuana Cultivator Establishment** at the Premises. Payment shall be made as follows: within 30 days after the end of OPERATOR's first fiscal year of the operation of its **Marijuana Cultivator Establishment**. OPERATOR'S fiscal year runs from **January 1 to December 31**.
 - c. The Parties further expressly agree that the community impact fee is treated by the CITY as general fund revenue pursuant to M.G.L. c. 44, §53 and is not a donation or

grant under M.G.L. c. 44, §53A. While OPERATOR is not prevented from making a gift or grant to the City or to any organization in the City for the benefit of the residents of Framingham, OPERATOR is not compelled to make any such gift or grant, and no offset or reduction to the Community Impact Fee shall be made as a result of, or in consideration for, the same.

4. **Financial Reporting:** OPERATOR shall furnish the CITY with annual profit and loss statements, as soon as they become available, reflecting gross sales figures for its Marijuana Retail Establishment in Framingham and shall provide the CITY with all copies of its periodic financial filings to agencies of the Commonwealth documenting gross sales and gross annual revenues and copies of its filings to the Commission, Secretary of the Commonwealth's Corporations Division, and the Massachusetts Department of Revenue.
5. **Confidentiality:** To the extent permitted by M.G.L. c. 66, § 10, (the "Public Records Law") OPERATOR may provide to the CITY with certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to OPERATOR, its affiliates and operations (collectively, the "Confidential Information"). The CITY (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or the Public Records Law.
6. **Monitoring and Accounting for Community Impacts.** Following the OPERATOR's payment of the first year's community impact fee, the OPERATOR may make written request to the CITY for review of the community impact fee. So that the CITY may respond to such request, the OPERATOR agrees that it shall append Police, Fire and Inspectional Services Department incident reports the OPERATOR's Marijuana Establishment within a two-mile radius of the Marijuana Establishment.
7. **Security.**
 - a. OPERATOR has warranted and represented, and the CITY's Police Chief and Fire Chief have verified, that in cooperation with the City's Police and Fire Departments, the OPERATOR has filed satisfactory security and emergency response plan which include, but may not be limited to,: (i) A description of the location and operation of the security system, including the location of the central control on the premises; (ii) a schematic of security zones; (iii) the name of the security alarm company and monitoring company, if any; (iv) a floor plan or layout of the facility identifying all areas within the facility and grounds, including support systems and the internal and external access routes; (v) the location and inventory of emergency response equipment and the contact information of the emergency response coordinator for the

marijuana establishment; (vi) the location of any hazardous substances and a description of any public health or safety hazards present on site; (vii) a description of any special equipment needed to respond to an emergency at the cannabis establishment; (viii) an evacuation plan; (ix) any other information relating to emergency response as requested by the Framingham Fire Department or the Framingham Police Department; and (x) shall place no fewer than 51 security cameras within, and 17 security cameras outside of, the Premises.

- b. OPERATOR expressly understands that review of its proposed security, traffic management and emergency response plans shall not prevent the CITY from enforcement of Federal, State or local laws or regulations promulgated by any agency or board having jurisdiction over the OPERATOR's marijuana establishment(s). Further OPERATOR expressly holds harmless the CITY and its employees and agents from claims of any nature with respect the review of OPERATOR's security, traffic management and emergency response plans.

8. **Hours of Operation.** OPERATOR's days and hours of operation shall be:

Monday through Saturday: 7:00 a.m. to 5:00 p.m. and
Sunday: 8 a.m. to 12:00 p.m.

9. **Parking.** OPERATOR shall provide a convenient, safe, and clearly marked area in the parking lot for approximately 12 employees.
10. **Incorporation of Minor Site Plan Review Conditions by Reference.** OPERATOR acknowledges that compliance with all conditions set forth in the Framingham Planning Board's Minor Site Plan review is a condition of this Host Community Agreement, and that any breach of any condition therein, if not cured within a reasonable time, may result in notice of such breach being sent to the Cannabis Control Commission.
11. **Cooperation.** OPERATOR shall maintain a cooperative relationship with the City's Police and Fire Departments and shall meet no less than once every three months during the first year and then annually thereafter to review operational concerns, cooperation in investigations, and communication to Framingham Police Department of any suspicious activities on the site.
12. **Hiring Framingham Residents.** OPERATOR shall make a diligent effort to hire local, qualified employees to the extent consistent with law and shall work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Framingham area where possible.

13. Personal Property and Real Estate Taxes. OPERATOR hereby makes representation that all personal property and real estate taxes, and all water and sewer use charges are paid in full through the current tax period, i.e. fiscal year, 2019. Further, OPERATOR agrees that at all times during the term of this Agreement, all property, both real and personal, owned or operated by OPERATOR shall be treated as taxable, and that all applicable real estate and personal property taxes for that property shall be paid either directly by OPERATOR or by its landlord. OPERATOR further agrees that it shall not object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, if:

- a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or
- b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
- c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted,

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

Notwithstanding the preceding paragraph, OPERATOR agrees to the above section 15 provided that Operator's personal property taxes and real property taxes are taxed at rates and depreciation methods consistent with other commercial manufacturing facilities within the City of Framingham.

14. Water and Sewer Metering; Inflow and Infiltration Fee. OPERATOR's Premises is served by municipal water and sewer, the meter(s) for which were last read on February 28, 2019 and inspected by the CITY in March 2016 (with respect to 60 Tripp Street) and June 2016 (with respect to 61 Tripp Street). OPERATOR expressly understands that illegal connections and inflow into the City's sewer system is expressly prohibited by the Framingham Wastewater Regulations dated May 2015 ("Regulations"). OPERATOR shall conduct operations on the premises in compliance with the Department of Public Works' requirements and there shall be no illegal connections or inflow into the City's sewer system expressly prohibited by the Framingham Wastewater Regulations dated May 2015 ("Regulations"). The OPERATOR agrees to pay an Inflow and Infiltration Fee as required by the Department of Public Works which fee is based the water usage for the operations. Such fee shall be paid prior to the commencement of operations.

15. **Term, Continued Operation and Extension of Term.** The term of this Agreement is **three years** from the date of issuance of a Final License by the Cannabis Control Commission pursuant to 935 CMR 500.103(2) unless sooner terminated by:

- a. revocation of OPERATOR's license by the Commission; or
- b. OPERATOR's voluntary or involuntary cessation of operations; or
- c. the CITY's termination of this Agreement for breach of the conditions contained herein that remain uncured 15 days from the date of notice of such breach. In the event that said breach involves a matter that is not safety related, and OPERATOR is making reasonable efforts to cure said breach, the period to cure may be extended for an additional period of time at the Mayor's sole discretion, such extension to be made in writing by the Mayor and OPERATOR.

OPERATOR expressly understands and agrees that its continued operation of its Marijuana Retail Cultivation (either at the Premises or elsewhere in Framingham if the Marijuana Cultivation should relocate) after the end of term of this Agreement, i.e., **June 25, 2022**, shall require either a renewal of this Agreement upon the same terms (or a new Agreement with new terms) for an additional period of no less than one year nor more than five years.

16. **Amendment.** Other than the initial three-year duration of this Agreement and the sum of the first year of the community impact fee, neither of which shall be amended, this Agreement may be amended after the payment of the first year of the community impact fee by a fully executed mutual written agreement appended hereto, provided however, that OPERATOR shall have paid all taxes and fees due and payable to the Commission and the CITY as of the date when the OPERATOR executes of such amendment, it being understood that the CITY shall be the final signatory to such amendment.

17. **Bond. Prior to commencing operations,** OPERATOR shall provide to the CITY a bond in the sum of \$7,500.00, to support the orderly dismantling and winding down of the Marijuana Establishment if the OPERATOR should cease operations, i.e., should not transact business for a period greater than 60 days with no substantial action taken to reopen. The CITY's requirement for such bond is analogous to that stated in the Commission's Regulations promulgated as 935 CMR 500.105 (16).

18. **Assignment.** OPERATOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

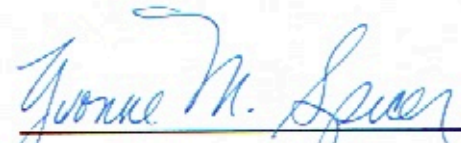
19. **No Rights in Third Parties.** This Agreement is not intended to, nor shall it be construed to, create any rights in third parties.
20. **Notice.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or if sent by private overnight or other delivery service, when deposited with such delivery service.
21. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
22. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and OPERATOR submits to the jurisdiction of the Trial Court for Middlesex County for the adjudication of disputes arising out of this Agreement.
23. **Integration.** This Agreement, including all documents incorporated herein by reference, constitute the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

SIGNATURES ON FOLLOWING PAGE


OPERATOR Executed this 22nd day of July 2019


By: _____
Its duly authorized

CITY OF FRAMINGHAM Executed this 22nd day of July 2019


Yvonne M. Spicer, Mayor

APPROVED AS TO FORM Executed this 22nd day of July 2019


By: Christopher J. Petrini, City Solicitor

● **Dean Iandoli** @

Caregiver-Patient Connection LLC-Request for Cannabis Control Commission

To: tkezer@framinghamma.gov, Cc: Mike Staiti

2:54 PM

[Details](#)

DI

Hello Thatcher:

We are in the process of renewing our licenses for our 61C Tripp St. cultivation and product manufacturing facilities and a relatively new requirement of the Commission's renewal process requires the applicant to:

Municipal Cost Documentation

Please upload documentation demonstrating that the licensee requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment.

The host community costs can include actual and anticipated costs associated with the operation of the establishment. Additionally, please include the host community's response, or if no response was provided, a letter from the licensee attesting that they did not receive a response.

I am requesting records of any cost to the City of Framingham "reasonably related to the operation of the establishment. The establishments are still under construction and hence are operational.

Thank-you. I am available if you have any questions,

CAREGIVER-PATIENT CONNECTION –
Plan to Positively Impact Areas of Disproportionate Impact

To Whom It May Concern:

CPC has revised its' Positive Impact Plan to be more consistent with its' company-wide Impact Plans already approved by the Commission as part of applications MC281254 and MR282131. The "Why Not You" plan, originally submitted with this application may be re-visited by CPC at a later date.

Sincerely,

Dean Iandoli
Founder/Managing Partner-CPC

CAREGIVER-PATIENT CONNECTION –
Plan to Positively Impact Areas of Disproportionate Impact

Introduction

The Cannabis Control Commission (“Commission”) has identified certain communities in Massachusetts as areas of disproportionate impact. In remaining consistent with its’ previously approved Positive Impact Plans, CPC will continue to focus on the City of Fitchburg, MA.

The Caregiver-Patient Connection (CPC) is a Massachusetts LLC currently operating as a Tier II cultivator in Barre, MA. Additionally, CPC has received provisional approval (PCR) by the CCC for ME-Retail in Fitchburg. Upon recently receiving two executed Host Community Agreements in Framingham, CPC is submitting this Positive Impact Plan as part of applications seeking licensing approval from the Commission for Tier III Cultivation (MCN282206) and Product Manufacturing(MPN281301). This plan is submitted for application MCN282206.

Positive Impact Goals

As part of its’ strong loyalty to the City of Fitchburg, CPC will continue to provide priority employment opportunities to residents of Fitchburg with the ultimate goal of a company-wide workforce comprised of 20% Fitchburg residents, as well as providing advancement opportunities within the CPC company structure.

Positive Impact Programs

CPC will conduct site-specific employment sessions at the Fitchburg Public Library for members of the Fitchburg community. (Note: There is no “relationship between CPC and the Fitchburg Public Library. As it has done in the past, CPC will reserve one of the library’s meeting rooms for these employment sessions.) These employment sessions will be held in April 2020 in anticipation of the numerous opportunities that will be available with the licensing and commencement of operations at the CPC cultivation and manufacturing facilities in Framingham, MA, including cultivation technicians, security personnel, inventory specialists, packaging specialists, transportation agents. On-site interviews will take place and qualified candidates who are Fitchburg residents will be given priority hiring status at the CPC Framingham facilities.

The job fair will be advertised in the Fitchburg Sentinel during the week leading up to the employment fairs, and CPC will also post the job fair on its’ social media outlets beginning March 1, 2020. CPC is expecting a minimum of 75 potential applicants to attend each job fair.

As part of this plan, CPC is committed to achieving, and maintaining that a minimum of 20% of its total workforce will be residents of Fitchburg. This benchmark goal will be implemented with the opening of the CPC-Fitchburg retail location, anticipated in late fall 2019, and shall continue with the opening of the CPC indoor, Tier II cultivation facility in Barre, expected in late fall 2019 and subsequently the opening of the Framingham Tier III cultivation facility named in this application.

CAREGIVER-PATIENT CONNECTION –
Plan to Positively Impact Areas of Disproportionate Impact

Positive Impact Measurement

CPC will measure its' success according to the following metrics and data:

- Number of attendees to each April, 2020 job fair. (Through the use of sign-in sheets)
- Number of employment applications submitted, both at the April, 2020 job fair, as well as annual, unsolicited applications from residents of Fitchburg for both full and part time employment.
- Number of residents of Fitchburg hired annually by CPC
- Annual inter-company tracking of progress made by CPC employees from the City of Fitchburg, including promotions.

No actions taken, or programs instituted by CPC will be in violation of 935CMR500.105(4) or any other applicable state laws nor will it violate the Commission's regulations with regard to limitations on ownership control or other applicable state laws.



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1497316224
Notice Date: July 1, 2019
Case ID: 0-000-688-390



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE CAREGIVER-PATIENT CONNECTION,
287 CHAPMAN RD
BARRE MA 01005-9604

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, THE CAREGIVER-PATIENT CONNECTION, 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



William Francis Galvin
Secretary of the
Commonwealth

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

July 5, 2019

TO WHOM IT MAY CONCERN:

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

CAREGIVER-PATIENT CONNECTION, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on May 21, 2019.

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

I also certify that the names of all managers listed in the most recent filing are: **DEAN IANDOLI, CATHERINE TRIFILO, RICHARD OLSTEIN, MICHAEL J. STAITI**

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

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Processed By: TAA

D
PC

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

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

FORM MUST BE TYPED

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

(1) Exact name of corporation prior to conversion: Caregiver-Patient Connection, Inc.

001332702

(2) Registered office address: 910 Boston Post Road E, Suite 310, Marlborough, MA 01752

(number, street, city or town, state, zip code)

(3) New name after conversion, which shall satisfy the organic law of the surviving entity:

Caregiver-Patient Connection, LLC

(4) New type of entity: Limited Liability Company

(5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.

(6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.

(7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: _____

Signed by: _____

(signature of authorized individual)

(Please check appropriate box)

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

on this

19th

day of

April

2019

3
P.C.

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

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

CAREGIVER-PATIENT CONNECTION, LLC

CERTIFICATE OF ORGANIZATION

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS

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

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

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

Effective date: _____

(must be within 90 days of date submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: Minimum \$200

OTBC
For minor
OTBC
Name approval

C

M

TO BE FILLED IN BY CORPORATION

Contact Information:

Joshua S. England

50 Washington St.

Westborough, MA 01581

Telephone: 978-457-2809

Email: jengland@aafcpa.com

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

1025
RECEIVED
MAY 21 2019
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

330856

CPC EQUITY LLC
OPERATING AGREEMENT

AGREEMENT dated as of the 18th day of June, 2019, among the persons identified as the Members in Schedule I hereto and the persons identified as Managers in Schedule I hereto.

Certain capitalized terms are defined in Article XI.

ARTICLE I
Organization and Powers

1.01 Organization.

(a) CPC Equity, LLC (the “LLC”) has been formed as a limited liability company under the laws of The Commonwealth of Massachusetts by the filing on January 10, 2019 of a Certificate of Organization (the “Certificate”) with the Office of the Secretary of the Commonwealth of Massachusetts (the “Secretary”).

(b) The LLC may establish places of business within and without the Commonwealth of Massachusetts, as and when required by its business and in furtherance of the general character of its business described in the Certificate, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. The Managers shall file such certificates and documents as are necessary under the laws of any jurisdictions in which the LLC shall conduct business.

(c) The LLC may from time to time change its name, its resident agent for service of process, the location of its registered office and/or any other matter described in the Certificate; provided, however, that a change in the general character of the business of the LLC shall be subject to the provisions of Article 1.03 hereof and shall further require the consent of 67% in interest of the Members.

(d) The Managers shall have no obligation to deliver or mail to the Members a copy of the Certificate or any amendment thereto. A true and correct copy of the Certificate as filed with the Secretary is attached as Schedule II.

1.02 Powers. In furtherance of the conduct of the business described in the Certificate, but subject always to the provision of Article 1.03 hereof, the LLC is hereby authorized:

(a) To invest in cannabis operating companies as deemed by the Managers.

(b) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability companies, whether as a member or manager, contracts with Affiliated

Persons, including guarantees and joint venture, limited and general partnership agreements and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the business of the LLC, and to secure the same by mortgages, pledges or other liens.

(c) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC.

(d) To exercise all the powers and privileges granted by the Act or any other law or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC.

(e) To take any other action not prohibited under the Act or other applicable law.

1.03 Purpose. The purpose for which the LLC was formed is to invest in or acquire interests in Caregiver Patient Connection, Inc. and such other entities licensed to operate one or more “Marijuana Establishment”(s) pursuant to Chapter 55 of the 2017 Acts and Resolves of the Commonwealth of Massachusetts (An Act to Ensure Safe Access to Marijuana) and regulations of the *Massachusetts Cannabis Control Commission* found at 935 CMR 500.000, *et seq.*, including but not limited to those entities further described in Schedule III hereto. Without the written consent of 67% in interest of the Members, the LLC shall not amend the Certificate, engage in any business activity other than that set forth hereinabove, dissolve, liquidate, consolidate, merge or sell all or substantially all of the LLC's assets.

ARTICLE II Management

2.01 Designation of Managers. The Managers of the LLC shall be the Persons so named in Schedule I hereto.

2.02 Manager as Member. The Managers may hold an interest in the LLC as a Member.

2.03 Management of the LLC. The management and control of the business and affairs of the LLC shall be vested in the Managers, who shall have the right and power to manage, operate, and control the LLC and to do all things which the Managers may deem necessary or desirable for the LLC or its business. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. The Managers shall devote, and shall cause its officers and directors, if any, to devote, such time to the affairs of the LLC as is reasonably necessary for performance by the Managers of their duties, provided such

Persons shall not be required to devote full time to such affairs.

Any Manager hereunder may resign by written instrument, signed by such Manager, with a copy furnished to each of the Members listed on Schedule I hereof, as the same may be amended from time to time. A substitute or replacement Manager may be appointed or a Manager removed at any time by an instrument in writing signed by 67% of the Members in interest, provided that a Certificate by the substitute or replacement Manager setting forth the appointment or substitution shall promptly be filed with the office of the Secretary of State of the Commonwealth of Massachusetts. Any substitute or replacement Manager shall have all the rights, power and authority and privileges as if named as the original Managers hereunder.

2.04 Binding the LLC. Any action taken by the Managers as Managers of the LLC shall bind the LLC and shall be deemed to be the action of the LLC. The signature of the Managers on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusive evidence of the authority of the Managers and the LLC with respect thereto, and no third-party need look to any other evidence or require joinder or consent of any other party.

2.05 Compensation of Managers and Members. No payment shall be made by the LLC to any Manager or Member for such Manager or Member's services as a Manager or Member except as expressly provided in this Agreement or as may be set forth in an instrument in writing approved by no less than Members having an interest of at least 67% in the LLC. The Managers shall be entitled to reimbursement from the LLC for all expenses reasonably incurred by any Manager in managing and conducting the business and affairs of the LLC.

2.06 Indemnification. The Managers shall be indemnified by the LLC for any liability incurred and/or for any act performed by such Manager within the scope of the authority conferred on him or her by this Agreement and/or for any act omitted to be performed except conditions with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the LLC which indemnification shall include all reasonable expenses incurred including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by the Managers, the effect of which may cause or result in loss or damage to the LLC shall not subject the Managers to any liability to the Members unless he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the LLC. Indemnification under this Article 2.06 shall be limited to the assets of the LLC, and no Member shall have personal liability therefor beyond such assets.

2.07 Other Activities. The Members, the Managers and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as Manager and general partners of other limited liability companies and

partnerships with purposes similar to those of the LLC or competing with the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom. To the extent that any Member or Manager, individually, or any entity or affiliate of any Member or Manager, provides goods or services to the LLC, such goods or services shall be provided at a rate not greater than the usual, customary, or prevailing rate for such goods or services provided by individuals or businesses engaged in providing such goods or services in the same general locale as the LLC or the location of the particular good or services to be provided to the LLC.

ARTICLE III

Capital Contributions and Liability of Members

3.01 Capital Accounts. A separate Capital Account shall be maintained for each Member, including any Member who shall hereafter acquire an interest in the LLC. Capital Accounts shall be maintained in accordance with the provisions of Section 704 of the Code and the Regulations thereunder.

3.02 Capital Contributions.

(a) Either simultaneously with the execution of this Agreement or on the terms and conditions set forth in any Membership Interest Purchase Agreement by and between the Company and any Member, each of the Members shall contribute to the capital of the LLC the amount of cash set forth opposite its name on Schedule I. A portion of the capital contributed by the Members may be contributed by Affiliates of the Member on a temporary basis. Any such Member who has contributed capital on a temporary basis shall be entitled to transfer his or her LLC Interest to a replacement Member provided such transfer shall be made, and the transferee admitted as a Member, in compliance with Article VII.

(b) No loan made to the LLC by any Member or Manager shall constitute a Capital Contribution to the LLC for any purpose, unless specifically designated as such, or provided for, within the document evidencing the Loan.

3.03 No Withdrawal of or Interest on Capital. No Member shall have the right to resign and receive any distribution from the LLC as a result of such resignation, and no Member shall have the right to receive the return of all or any part of his or her Capital Contributions or Capital Account, or any other distribution, except as provided in Articles 4.01, 4.02 and 4.03 and 8.03. No Member shall have any right to demand and receive property of the LLC in exchange for all or any portion of his or her Capital Contributions or Capital Account, except as provided in Articles 8.03 and 4.03 and upon dissolution and liquidation of the LLC. No interest or prior or preferred return shall accrue or be paid on any Capital Contribution or Capital Account except pursuant to Articles 4.01, 4.02 and 4.03.

3.04 Liability of Members. Except as set forth in this Article III, no Member or Manager shall be entitled, obligated or required to make any capital contribution in addition to his or her Capital Contribution made under Article 3.02(a), or any loan, to the LLC. No Member, in their capacity as a Member, shall have any liability to restore any negative balance in his or her Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. In no event shall any Member, in their capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

3.05 Additional Capital Requirements.

(a) Notwithstanding anything to the contrary contained in this Agreement, the LLC may require additional capital for the operation or expansion of Caregiver Patient Connection, LLC. In such an event, the Managers shall notify the Members of the amount of such additional capital and the reason such additional capital is required. Upon receipt of such notice, each Member shall have the right, but not the obligation, to invest the additional capital needed to maintain such Member's Percentage Interest. Any such additional capital shall be due and payable to the Company on or before that date which is thirty (30) days after such Member's receipt of Notice from the Company of the request for additional capital. In the event that any Member shall fail, refuse, or neglect to tender such additional capital to the Company within such thirty (30) day period, then:

(i) such Member's Percentage Interest shall be adjusted and diluted to represent the *pro rata* amount of capital invested by such Member in proportion to the total amount of capital invested by all Members as of the date of such adjustment; and

(ii) any other Members shall have the first right to invest the additional capital that would have been invested by the Member who failed, refused, or neglected to do so, and the Percentage Interest of each such contributing Member shall be adjusted and increased to represent the *pro rata* amount of capital invested by such Member in proportion to the total amount of capital invested by all Members as of the date of such adjustment.

In the event that no other Members invest additional capital pursuant to Article 3.05(a)(ii) hereof, then the Managers may borrow funds for the shortfall in accordance with this Agreement including but not limited to Article 3.02(b) hereof, or offer the opportunity to contribute the necessary additional capital to new Members, and upon making such contribution of additional capital, any such person shall become a Member subject to the rights, duties, and obligations of this Agreement.

(b) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such

lender(s), including the Managers or any Affiliate thereof and any of the Members or any Affiliate thereof, on such terms and conditions as shall be determined by the Managers. Any funds borrowed from any Manager or any Member shall bear interest at a rate determined by the Managers, but in no event shall such interest be at a rate that exceeds the usual, customary, or prevailing rate charge by lenders making similar loans to limited liability companies or similar corporate entities in the same general locale as the LLC. Interest and/or principal on any such loans shall be repaid in priority to distributions under Article IV. No Member or Manager shall be required to contribute any additional capital or make any loan to the LLC and no Member or Manager shall have any personal liability for any obligation of the LLC in excess of his or her requisite contribution as set forth on Schedule I.

(c) No Member or Manager shall have any obligation to give notice of an existing or potential default of any obligation of the LLC to any of the Members or the Managers, nor shall any Member or Manager be obligated to make any Capital Contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

3.06 Third Party Liabilities. The provisions of this Article III are not intended to be for the benefit of any creditor or other Person (other than a Member in their capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member.

ARTICLE IV Distributions

4.01 Distribution of LLC Cash (Non-Capital Events). Except as provided in Article 4.03 and subject to Article 3.05(a), all LLC Cash arising from other than a Capital Event which are determined by the Managers to be available for distribution shall be distributed to the Members in proportion to their respective Percentage Interest.

4.02 Distribution of LLC Cash (Capital Event). Except as provided in Article 4.03 and subject to Article 3.05(a), all LLC Cash arising from a Capital Event which are determined by the Managers to be available for distribution shall be distributed to the Members in proportion to their respective Percentage Interest.

4.03 Distribution upon Dissolution. Amounts available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the LLC, including, without limitation, debts and obligations to any Manager or any other Member, and liquidation of any remaining assets of the LLC, shall be distributed and applied in the

following priority:

(a) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by the Managers, provided that, upon the expiration of such period of time as the Managers shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Article 4.03; and

(b) Second, to the Members in the priorities set forth in Article 4.02.

4.04 Distribution of Assets in Kind.

No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Managers (i.e., as if sold at such assets' fair market value, Capital Accounts adjusted and the net proceeds distributed pursuant to Article 4.01, Article 4.02 or Article 4.03, as the case may be). Any Member entitled to any interest in such assets shall, unless otherwise determined by the Managers, receive separate assets of the LLC and not an interest as tenant-in-common with other Members so entitled in each asset being distributed.

ARTICLE V Allocation of Profits and Losses

5.01 Allocation of Profits and Losses.

(a) After giving effect to the allocations set forth in Articles 9.01 and 9.02 and subject to the other provisions of Article IX, Profits shall be allocated in the following order and priority:

(i) First, to each Member to the extent of the cash distributed to him or her pursuant to Article 4.01, and Article 4.02;

(ii) Second, in proportion to any deficit Capital Account balances, until such deficits are eliminated;

(iii) Third, in proportion to the respective amounts allocable under this clause (iii), to each Member until the balance in his or her Capital Account is equal to the amount of such Member's Adjusted Capital Contribution; and

(iv) Fourth, any remaining Profits shall be allocated among the Members in proportion to their respective Percentage Interest.

(b) After giving effect to the allocations set forth in Articles 9.01 and 9.02 and subject to the other provisions of Article IX, Losses shall be allocated among the Members in proportion to their respective Percentage Interest.

ARTICLE VI Fiscal Matters

6.01 Books and Records. The Managers shall keep or cause to be kept complete and accurate books and records of the LLC on the income tax method of reporting and otherwise in accordance with generally accepted accounting principles consistently applied, which shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at an office of the LLC for examination and copying by any Member or any Manager, or their duly authorized representative, at his or her reasonable request and at his or her expense during ordinary business hours. The Managers are authorized to withhold from any Member any document or information which is required by law or by contract with a third-party to be kept confidential. A current list of the full name and last known address of each Member and each Manager, a copy of this Agreement, any amendments thereto and the Certificate, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent years, shall be maintained at the registered office of the LLC required by Section 5 of the Act. Within 90 days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member who has signed a nondisclosure agreement reasonably satisfactory to the Managers may, at any time, at his or her own expense, cause an audit or review of the LLC books to be made by an individual or a certified public accountant of his or her own selection. Any financial information or LLC records obtained or reviewed by a Member shall be kept confidential by said Member except to the extent required in the normal course of the LLC's business.

6.02 Bank Accounts. Bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by the Managers, and withdrawals shall be made and other activity conducted on such signature or signatures as shall be approved by the Managers.

6.03 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year.

6.04 Tax Matters Partner. The Tax Matters Partner shall be the Person so named in Schedule I hereto. At any time and from time to time if there is no Tax Matters Partner, a Tax Matters Partner may be designated by the Managers. The Tax Matters Partner is hereby authorized to and shall perform all duties of a "tax matters partner" under the Code and shall serve as Tax Matters Partner until his resignation or until the designation of his successor, whichever occurs sooner. The Tax Matters Partner shall (1) keep the Managers and Members informed of all notices from taxing authorities and (2) not compromise any dispute with any taxing authority involving the payment of more than Ten Thousand (\$10,000.00) Dollars without the Consent of

the Members. The LLC shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing their duties.

ARTICLE VII Transfers of Interests

7.01 Representations of Members.

(a) Each Member represents and warrants to the Managers and the LLC as follows:

(i) His or her acquisition of his or her its interest in the LLC is made as a principal for his or her own account for investment purposes only and not with a view to the resale or distribution of such interest or any portion thereof within the meaning of the Securities Act of 1933.

(ii) He or she is relying on his or her own business and financial knowledge and experience in making a decision to enter into and execute this Agreement.

(iii) He or she is aware of the restrictions on transfer of his or her interests hereunder and that such interests will at no time be freely transferable.

(iv) He or she has no reason to anticipate any change in circumstances, financial or otherwise, which would cause him, her, or it to sell or distribute or necessitate or require any sale or distribution of his or her interests.

(v) He or she is fully aware of the restrictions on resale of his or her interests under this Agreement, the Securities Act of 1933 and applicable state securities laws.

(vi) He or she is fully familiar with the nature of and risks attending the acquisition, ownership and transfer of the interests in the LLC, including, among other things, the risks involved in operating "Marijuana Establishment"(s) as that term is defined by Chapter 55 of the 2017 Acts and Resolves of the Commonwealth of Massachusetts (An Act to Ensure Safe Access to Marijuana) and regulations of the *Massachusetts Cannabis Control Commission* found at 935 CMR 500.000, *et seq.*, the restricted transferability and illiquidity of the interests, the exceptions to the limited liability of Members under the Act and the tax consequences of acquisition, ownership and transfer of the interests.

(vii) He or she is fully aware and accepts the risks that: (A) even though in Massachusetts the use of cannabis has been legalized, its use, possession, or cultivation remains a violation of federal law; (B) cannabis is currently a Schedule 1 Controlled Substance under the Controlled Substance Act (21 U.S.C. 802) (the "CSA") and the cultivation, distribution, and possession of marijuana is illegal under federal law; and (C) investment in the LLC involves risks including but not limited to the potential of losing some or all of a Member's investment in the LLC.

(b) Each Member agrees that (in addition to complying with the restrictions provided in Article 7.02 hereof) he or she will not sell, assign or transfer his or her interest or any part thereof unless the interest has been registered under the Securities Act of 1933 (the "Securities Act"), or such Sale, assignment or transfer is, in opinion of counsel to the LLC, exempt from such registration and, in any event, he or

she will not sell, assign or transfer his or her interest or any part thereof to any Person who does not likewise represent, warrant and agree to the requirements of this Article 7.01(b).

7.02 General Restrictions on Transfer.

(a) No Member may Transfer all or any part of his or her interest as a Member of the LLC or otherwise withdraw from the LLC except (i) with the prior written Consent of the Managers, which may be withheld for any reason or for no reason, and (ii) Transfers to Permitted Transferees. No transferee of a Transfer, including without limitation a Permitted Transferee, may be admitted as a Member except with the prior written approval of the Managers, which approval shall not be unreasonably withheld, and upon the satisfaction of the other requirements of this Agreement.

(b) No Person who becomes the holder by operation of law of all or any part of an interest as a Member may be admitted as a Member except with the prior written approval of the Managers, which approval shall not be unreasonably withheld, and upon satisfaction of the other requirements of this Agreement.

(c) Every Transfer of an interest as a Member of the LLC permitted by this Article VII shall nevertheless be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transferee. The Managers may require as a condition of any Transfer that the transferor assume all reasonable costs incurred by the LLC in connection therewith and furnish an opinion of counsel, satisfactory to the LLC both as to counsel and opinion, that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(ii) The Managers shall require, as a condition to the admission to the LLC as a Member of any transferee who is not otherwise a Member, that such transferee demonstrate to the reasonable satisfaction of the Managers that he, she or it is a financially responsible Person or has one or more financially responsible Persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on his or her behalf.

(iii) Notwithstanding anything contained herein to the contrary, no interest as a Member of the LLC shall be transferred if, by reason of such Transfer, the classification of the LLC as a partnership for federal income tax purposes would be adversely affected or jeopardized, or if such transfer would have any other substantial adverse effect for federal income tax purposes.

(iv) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument effecting such Transfer. The transferee, if any, shall execute such additional instruments as shall be reasonably required by the Manager. If and for so long as such instruments are not so

executed and filed, the LLC need not recognize any such Transfer for any purpose, and the transferee shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.

(v) Upon the admission or withdrawal of a Member, the Managers shall amend this Agreement (including without limitation Schedule I hereto) and/or the Certificate appropriately to reflect the then existing names and addresses of the Members and Managers and their respective Percentage Interest.

(d) A transferor of an interest as a Member of the LLC shall, if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement, be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer.

(e) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in this Article 7.01, shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(f) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to any rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning such transactions set forth in this Agreement.

7.03 Special Rules for Managers. No Manager who is also a Member may resign from, retire from, abandon or otherwise terminate his or her status as a Manager unless there is then at least one other Manager who is also a Member.

ARTICLE VIII

Dissolution and Termination

8.01 Events Causing Dissolution. The LLC shall be dissolved and its affairs wound up upon the earlier of:

(a) The sale or other disposition of all or substantially all of the assets of the LLC;

(b) The death, insanity, Bankruptcy, retirement, resignation, expulsion or other Transfer of the interest of a Member who is also a Manager, if there is no election, pursuant to Article 8.02, to continue the LLC;

(c) The election to dissolve the LLC made in writing by the Managers with the Consent of all of the Members; or

8.02 Continuation of the LLC. Notwithstanding the provisions of Article 8.01(b), the LLC shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of The Commonwealth of Massachusetts, if the Members holding a majority of the Profits interests and a majority of the capital interests owned by all the remaining Members (determined in accordance with Rev. Proc. 94-46 or any successor thereto) elect within ninety days thereafter to continue the LLC and the business of the LLC.

8.03 Procedures on Dissolution. Upon dissolution of the LLC, the Managers or, if none, a liquidator elected by the Consent of the Members, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Article 4.03 of this Agreement, and cause the cancellation of the Certificate. The LLC shall not terminate until the Certificate shall be canceled.

ARTICLE IX Tax Allocation Provisions

9.01 Required Regulatory Allocations.

(a) Limitation on and Reallocation of Losses. At no time shall any allocations of Losses, or any item of loss or deduction, be made to a Member if and to the extent such allocation would cause such Member to have, or would increase, any Adjusted Capital Account Deficit of such Member at the end of any fiscal year. To the extent any Losses or items are not allocated to one or more Members pursuant to the preceding sentence, such Losses shall be allocated to the Members to which such losses or items may be allocated without violation of this Article 9.01(a).

(b) Minimum Gain Chargeback. If there is a net decrease in the Minimum Gain of the LLC during any fiscal year, then items of income or gain of the LLC for such fiscal year (and, if necessary, subsequent fiscal years) shall be allocated to each Member in an amount equal to such Member's share of the net decrease in the Minimum Gain, determined in accordance with Reg. §1.704-2(d)(1). A Member's share of the net decrease in the Minimum Gain of the LLC shall be determined in accordance with Reg. §1.704-2(g). The items of income and gain to be so allocated shall be determined in accordance with Reg. §1.704-2(j)(2).

(c) Partner Minimum Gain Chargeback. Notwithstanding any contrary provisions of

this Article IX, other than Article 9.01(b) above, if there is a net decrease in Partner Minimum Gain attributable to Partner Nonrecourse Debt during any fiscal year, then each Member who has a share of such Partner Minimum Gain, determined in accordance with Reg. §1.704-2(i), shall be allocated items of income and gain of the LLC, determined in accordance with Reg. §1.704-2(j)(2)(ii), for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to each such Member's share of the net decrease in such Partner Minimum Gain, determined in accordance with Reg. §1.704-2(i).

(d) Qualified Income Offset. If any Member unexpectedly receives an item described in Reg. §§1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to each such Member in an amount and manner sufficient to eliminate, as quickly as possible, and to the extent required by Reg. §1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such Member, provided that an allocation pursuant to this Article 9.01(d) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IX have been tentatively made as if this Article 9.01(d) were not in the Agreement.

(e) Gross Income Allocation. In the event any Member has a Capital Account deficit at the end of any LLC fiscal year which is in excess of the sum of the items to be credited to a Member's Capital Account under clause (a) of the definition of Adjusted Capital Account Deficit, then each such Member shall be allocated items of income and gain in the amount of such excess as quickly as possible provided that an allocation pursuant to this Article 9.01(e) shall be made if and only to the extent that such Member would have a Capital Account deficit in excess of such sum after all other allocations provided for in this Article IX have been tentatively made as if this Article 9.01(e) were not in this Agreement. As among Members having such excess if there are not sufficient items of income and gain to eliminate all such excesses, such allocations shall be made in proportion to the amount of any such excess.

(f) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period (not including any Partner Nonrecourse Deductions allocated pursuant to Article 9.01(g)) shall be allocated among the Members in proportion to their respective Percentage Interest. Solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the LLC, within the meaning of Reg. §1.752-3(a)(3), each Member's interest in LLC profits shall be equal to his or her Percentage Interest. The items of losses, deductions and Code Section 705(a)(2)(b) expenditures to be so allocated shall be determined in accordance with Reg. §1.704-2(j)(1)(ii).

(g) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the nonrecourse liability (as determined and defined under Reg. §1.704-2(b)(4)) to which such Partner Nonrecourse Deductions are attributable, in accordance with Reg. §1.704-2(i)(1). The items of losses, deductions and Code Section 705(a)(2)(b) expenditures to be so allocated shall be determined in accordance with

Reg. §1.704-2(i)(1)(ii).

(h) Basis Adjustment. To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to either of Code Sections 734(b) or 743(b) is required pursuant to Reg. §1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

9.02 Curative Allocations.

The allocations set forth in Article 9.01 are intended to comply with certain requirements of Reg. §§1.704-1(b) and 1.704-2 and shall be interpreted consistently therewith. Such allocations may not be consistent with the manner in which the Members intend to divide LLC distributions and to make Profit and Loss allocations. Accordingly, by approval of the Managers other allocations of Profits, Losses and items thereof shall be made among the Members so as to prevent the allocations in Article 9.01 from distorting the manner in which LLC distributions will be made among the Members pursuant to Articles 4.01 and 4.02 hereof. In general, the Members anticipate that this will be accomplished by specially allocating other Profits, Losses and items of income, gain, loss and deduction among the Members so that the net amount of allocations under Article 9.01 and allocations under this Article 9.02 to each such Member is zero. However, the Managers shall have discretion to accomplish this result in any reasonable manner.

9.03 Tax Allocations and Book Allocations.

(a) Except as otherwise provided in this Article 9.03, for federal income tax purposes, each item of income, gain, loss and deduction shall, to the extent appropriate, be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction has been allocated pursuant to the other provisions of this Agreement.

(b) In accordance with Code Section 704(c) and the Regulations thereunder, depreciation, amortization, gain and loss, as determined for tax purposes, with respect to any property whose Book Value differs from its adjusted basis for federal income tax purposes shall, for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its Book Value, such allocation to be made by all of the Members in any manner which is permissible under said Code Section 704(c) and the Regulations thereunder and the Regulations under Code Section 704(b).

(c) In the event the Book Value of any property of the LLC is subsequently adjusted, subsequent allocations of income, gain, loss and deduction with respect to any such

property shall take into account any variation between the adjusted basis of such property for federal income tax purposes and its Book Value in the manner provided under Section 704(c) of the Code and the Regulations thereunder.

(d) Allocations pursuant to this Article 9.03 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

9.04 General Allocation and Distribution Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder. Except as otherwise provided in this Agreement, all items of income, loss, and deduction shall be allocable among the Members in the same proportions as the Profits or Losses are allocated for the fiscal year in which such item is included.

(b) Upon the admission of a new Member or the Transfer of an interest, the new and old Members or the transferor and transferee shall be allocated shares of Profits and Losses and other allocations and shall receive distributions, if any, based on the portion of the fiscal year that the new or transferred LLC interest was held by the new and old Members, or the transferor and transferee, respectively. For the purpose of allocating Profits and Losses and other allocations and distributions, (i) such admission or Transfer shall be deemed to have occurred on the first day of the month in which it occurs, or if such date shall not be permitted for allocation purposes under the Code or the Regulations, on the nearest date otherwise permitted under the Code or the Regulations, and (ii) if required by the Code or the Regulations, the LLC shall close its books on an interim basis on the last day of the previous calendar month.

9.05 Tax Withholding. If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member, and (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest free advance to such Member. Amounts treated as advanced to any Member pursuant to this Article 9.05 shall be repaid by such Member to the LLC within 30 days after the Managers give notice to such Member making demand therefor. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said 30 day period, compounded monthly on unpaid balances, at an annual rate equal to the Applicable Federal Rate as of such expiration date. The LLC shall collect any unpaid amounts from any LLC distributions that would otherwise be made to such Member.

ARTICLE X General Provisions

10.01 Notices. Any and all notices under this Agreement shall be effective (a) on the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC, at its registered office under the Act, and if to a Member, at the last address of record on the LLC books. Copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

10.02 Word Meanings. Words such as "herein", "hereinafter", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.03 Binding Provisions. Subject to the restrictions on transfer set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, and permitted successors and assigns.

10.04 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

10.05 Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart. A facsimile signature shall be deemed an original.

10.06 Severability of Provisions. Each provision of this Agreement shall be considered severable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

10.07 Article Titles. Article titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.08 Amendments. Except as otherwise specifically provided herein, including without limitation in Article 7.02(c)(v), this Agreement may be amended or modified only with the Approval of the Managers and the Consent of Members holding not less than 67% Percentage Interest in the LLC. Except only as specifically provided in this Agreement, no Member shall have any preemptive, preferential or other right with respect to the issuance or sale of any Member interests or any warrants, subscriptions, options or other rights with respect thereto.

10.09 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

10.10 Waiver of Partition. Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, unless otherwise expressly authorized in this Agreement, each Member agrees that he, she or it shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his or her successors and assigns) accepts the provisions of the Agreement as his or her sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to his or her interest, in or with respect to, any assets or properties of the LLC; and each Member agrees that he, she or it will not petition a court for the dissolution, termination or liquidation of the LLC.

10.11 Survival of Certain Provisions. The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Articles 2.06 and 3.04. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the Members shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for non-survival by reference to this Article 10.11 and to specific non-surviving provisions.

ARTICLE XI

Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

"Accountants" means such firm of independent certified public accountants as may be engaged from time to time by the LLC.

"Act" means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Reg. §§1.704-2(g)(1) and 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in Reg. §§1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition is intended to comply with the provisions of Reg. §1.7041(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Capital Contribution" means a Member's initial and all additional Capital Contributions to the LLC reduced by all distributions made to such Member under Article 4.02(b) and (d).

"Affiliated Person" or "Affiliate" means, with reference to a specified Person, (i) any Person who owns directly or indirectly 10% or more of the beneficial ownership in such Person; (ii) one or more Legal Representatives of such Person and/or any Persons referred to in the preceding clause (i); and (iii) any entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (i) and (ii) owns directly or indirectly 10% or more of the beneficial ownership and (iv) any spouse or child of such person.

"Agreement" means this Operating Agreement, including any Schedules hereto, as it may be amended, supplemented, or restated from time to time.

"Approval" or "Approved" means the written consent or approval of the specified party or parties.

"Applicable Federal Rate" means the Applicable Federal Rate as that term is defined in Code Section 7872, whether the short-term, mid term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury.

"Bankruptcy" means any of the following:

(i) If any Member shall file a voluntary petition in bankruptcy, or shall file any

petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his or her properties or his or her interest in the LLC (the term "acquiesce" as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree); or

(ii) If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under Title II of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his or her properties or his or her interest in the LLC shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive); or

(iii) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Book Value" means, with respect to any asset of the LLC, such asset's adjusted basis for federal income tax purposes, except that:

(i) the initial Book Value of any asset contributed by a Member to the LLC shall be the gross fair market value of such asset (not reduced for any liabilities to which it is subject or which the LLC assumes), as such value is determined and for which credit is given to the contributing Member under this Agreement;

(ii) the Book Values of all assets of the LLC shall be adjusted to equal their respective gross fair market values, as determined by the Managers, at and as of the following times:

(a) the acquisition of an additional or new interest in the LLC by a new or existing Member in exchange for other than a *de minimis* capital contribution by such Member, if the Managers reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;

(b) the distribution by the LLC to a Member of more than a *de minimis* amount of any asset of the LLC (including cash or cash equivalents) as consideration for all or any portion of an interest in the LLC, if the Managers reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;

(c) the liquidation of the LLC within the meaning of Reg. §1.704-1(b)(2)(ii)(g);

(iii) the Book Value of the assets of the LLC shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Reg. §1.704-1(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this clause (iii) to the extent that the Managers determine that an adjustment pursuant to clause (ii) hereof is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (iii). If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (i), (ii) or (in), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses, and the amount of the adjustment shall thereafter be taken into account as gain or loss from the distribution of such asset for purposes of computing Profits or Losses.

"Capital Account" of any Member shall mean the Capital Account of such Member referred to in section 3.01 hereof.

"Capital Contribution" means the amount of cash and the value of any other property contributed to the LLC by a Member with respect to his or her Membership interest, net of liabilities relating to such contributed property that the LLC assumes or to which the LLC takes subject to under Section 752 of the Code.

"Capital Event" means the sale or disposition of any part or all of the Property, the financing or refinancing of the Property or the condemnation of any part or all of the Property (except for temporary use and occupancy).

"Certificate" means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any subsequent federal law of similar import.

"Consent" means the written consent or approval of more than 50% in Percentage Interest of the Members, or, where this Agreement requires the Consent of all of the Members, 100% in Percentage Interest of the Members.

"Depreciation" means, for each fiscal year or other period, an amount equal to the

depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by the Managers.

"LLC" means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

"LLC Loans" means any loan to the LLC made by any Member.

"Legal Representative" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such individual.

"Losses" shall have the meaning provided below under the heading "Profits and Losses".

"Manager(s)" shall refer to the Person(s) named as Managers in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity as a Manager of the LLC.

"Member" shall refer severally to the Persons named as Members in this Agreement and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. "Members" shall refer collectively to the Persons named as Members in this Agreement and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the Partnership.

"Minimum Gain" shall have the meaning given in Reg. §1.704-2(d).

"Nonrecourse Deductions" shall have the meaning given in Reg. §1.704-2(b)(1).

"Partner Minimum Gain" shall mean an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a nonrecourse liability, determined in accordance with Reg. §1.704-2(i)(3).

"Partner Nonrecourse Debt" shall have the meaning given in Reg. §1.704-2(b)(4).

"Partner Nonrecourse Deductions" shall have the meaning given in Reg. §1.704-2(i)(2).

"Percentage Interest" shall be the percentage interest of a Member set forth in Schedule I, as amended from time to time.

"Permitted Transferee" means the spouse, ancestors and lineal descendants of the transferor, a trustee for any of the same or any other Member.

"Person" means any natural person, partnership (whether general or limited), limited liability company, trust, estate, association or corporation.

"Profits and Losses" means, for each fiscal year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss;

(ii) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Reg. §1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or loss;

(iii) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of such property, rather than its adjusted tax basis;

(iv) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and

(v) Any items which are separately allocated pursuant to Articles 9.01 and/or 9.02 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the LLC's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC's Profits for such year; and if negative, such amount shall be the LLC's Losses for such year.

"Property" means the property described in Schedule II.

"Regulations" or "Req." means the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

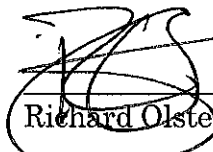
"Tax Matters Partner" shall have the meaning given in Article 6.04.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

Managers:


Richard Olstein


Michael J. Staiti

Members:

Richard Olstein

Michael J. Staiti

Catherine Trifilo

Linda Olstein

Michael Olstein

James Iandoli

Plainview, LLC

TRFITZ, LLC

Heather Knapp

Jonathan Bamel

David Bamel

Nicholas Manzoli

David Fish

Jayme Faberman

Carey Feuerman

Neil Ross

Michael VanRooyen

Paul Cranston

Maureen Hayes

Richard Hayes

Dirk Koopman

John Strehle

Jamaica Realty Plain LLC

Mary Seppala

Wayne Rawan

Judith M. Rawan

Anthony Brookhouse

SCHEDULE I

List of Members of CPC Equity LLC

<u>NAME</u>	<u>CAPITAL CONTRIBUTION</u>	<u>PERCENTAGE INTEREST</u>
Deleted Intentionally		
	\$ 850,000.00	12.98%
	\$ 850,000.00	12.98%
	\$ 200,000.00	3.05%
	\$ 250,000.00	3.82%
	\$ 250,000.00	3.82%
	\$ 240,000.00	3.66%
	\$ 500,000.00	7.63%
	\$ 500,000.00	7.63%
	\$ 350,000.00	5.34%
	\$ 300,000.00	4.58%
	\$ 300,000.00	4.58%
	\$ 200,000.00	3.05%
	\$ 150,000.00	2.29%
	\$ 100,000.00	1.53%
	\$ 100,000.00	1.53%
	\$ 110,000.00	1.68%
	\$ 250,000.00	3.82%
	\$ 150,000.00	2.29%
	\$ 50,000.00	0.76%
	\$ 200,000.00	3.05%
	\$ 150,000.00	2.29%
	\$ 150,000.00	2.29%
	\$ 100,000.00	1.53%
	\$ 100,000.00	1.53%
	\$ 50,000.00	0.76%
	\$ 100,000.00	1.53%
TOTAL:	\$ 6,550,000.00	100.00%

Manager: Michael J. Staiti
Richard Olstein

Tax Matters Partner: Michael J. Staiti

SCHEDULE II

CPC EQUITY LLC
CERTIFICATE OF ORGANIZATION



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001363113

1. The exact name of the limited liability company is: CPC EQUITY LLC

2a. Location of its principal office:

No. and Street: 910 BOSTON POST ROAD E STE 310

City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

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

No. and Street: 910 BOSTON POST ROAD E STE 310

City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

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

INVESTMENT FUND

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL J STAITI

No. and Street: 910 BOSTON POST ROAD E STE 310

City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MICHAEL J STAITI	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA
MANAGER	RICHARD OLSTEIN	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA

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

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

SOC SIGNATORY	MICHAEL J STAITI	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA
SOC SIGNATORY	RICHARD OLSTEIN	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MICHAEL J STAITI	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA
REAL PROPERTY	RICHARD OLSTEIN	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA

9. Additional matters:

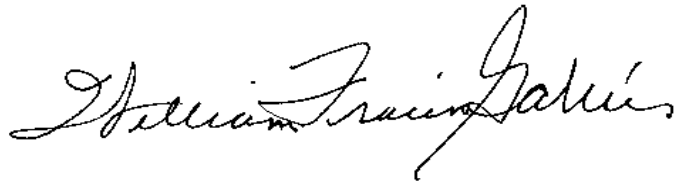
SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of January, 2019,
MICHAEL J STAITI

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

THE COMMONWEALTH OF MASSACHUSETTS

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

January 10, 2019 10:33 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

SCHEDULE III

OPERATING ENTITY

Subject to the discretion of the Managers to invest in such businesses, ventures, or opportunities as the Managers deem consistent with the purpose of the LLC, CPC Equity, LLC (the "LLC") will invest in Caregiver Patient Connection, LLC (the "Operating Company") in exchange for a thirty percent (30%) interest in the Operating Company. The Operating Company will own and operate the following assets:

- 24,000 ± square foot cultivation facility located 61C Tripp Street, Framingham, Massachusetts;
- Greenhouse and outdoor cultivation facility located at 295 Vernon Avenue, Barre, Massachusetts;
- Adult Use Marijuana Retailer located at 371-372 Lunenburg Street, Fitchburg, Massachusetts;
- Two additional Adult Use Marijuana Retailers, at locations to be determined; and
- Any other related Marijuana Establishments.

The LLC shall have the right, but not the obligation, to invest additional equity in the Operating Company in order to maintain the LLC's thirty percent (30%) interest in the Operating Company in the event that the Operating Company requires additional capital for any reason deemed necessary by the Operating Company's Board of Directors.

Each Member of the LLC shall have the right, but not the obligation, to invest additional equity in the LLC in order to maintain such member's percentage interest in the LLC. In the event that any member declines to invest additional capital to maintain such member's percentage interest in the LLC, the remaining members have the right, on a *pro-rata* basis, to invest the capital that would have been invested by such member in order to maintain such member's percentage interest in the LLC. In the event that all of the remaining members decline to invest the capital that would have been invested by such member in order to maintain such member's percentage interest in the LLC, then the Managers may raise the capital that would have been invested by such member in order to maintain such member's percentage interest in the LLC from persons or entities who are not Members and such persons or entities shall become Members on the terms and conditions set forth herein, and the Membership Interest of all other Members shall be reduced on a *pro-rata* basis.

The Operating Company shall include the following distribution terms within its Operating Agreement for the benefit of the LLC:

1. Minimum Distributions: on an annual basis the company shall distribute a minimum of thirty-five percent (35%) of its profits to members for purposes of covering income tax obligations.
2. Capital Events: in the event of a capital event within the Operating Company, the LLC shall receive distributions equal to the LLC's remaining capital

account balances before distributions to any other members of the Operating Company, but after payment of all debts and reserves for future liabilities.

3. Annual Priority Distributions: The Operating Company shall be obligated to distribute funds on an annual basis to the LLC at the greater of: a.) six percent (6%) of the equity invested in the Operating Company by the LLC; or b.) thirty percent (30%) of all funds available for distribution in a given year.

The balance of the funds distributed on an annual basis are distributed to the remaining seventy percent (70%) owners of the Operating Company. In the event that funds available for distribution are less than six percent (6%) of the equity invested in the Operating Company by the LLC in a given year, then: x.) all funds available in such year are distributed to the LLC by the Operating Company; and y.) NO additional funds are due or accrued in future years to achieve a cumulative return of six percent (6%). This clause is intended to insure a fair distribution of available funds to LLC Members before any funds are distributed to the seventy percent (70%) owners of the Operating Company.



CPC-Policies Restricting Access to age 21 and older

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

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

CPC marijuana establishment agents will complete all ME Agent training in accordance with 935CMR500.105(2) and 935CMR500.105(7)(d).

CPC will comply with all advertising, marketing and branding activities prohibited practices defined by 935CMR500.105(4)(b)(1-21).

CPC retail sales will comply with 935CMR500.140(1,2,3,5). Upon entry into the premises of a marijuana retailer by an individual, a ME agent shall immediately inspect the individual's proof of identification and determine the individual's age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification.

If the CPC RMD is co-located with the CPC marijuana retailer, individuals younger than 21 years of age, but 18 years or older, shall not be admitted unless they show an active medical registration card issued by the DPH. If the individual is younger than 18, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years and older and personal caregivers must also produce proof of identification.



CPC-Quality Control and Testing

The Caregiver-Patient Connection's (CPC) operating procedures for quality control, sampling and testing requirements will be in accordance with 935CMR500.160 as well as the Massachusetts Department of Public Health's Protocol for Sampling and Analysis of Environmental Media and the Department's Protocol for the Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended November 2016, and will include the following:

In compliance with 935CMR500.105(9):

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

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

Testing of environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts RMD's. Test results will be maintained by CPC for one year. Clones are subject to testing provisions, but are exempt from the testing of metals.

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

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

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

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

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

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

Plans for quality control will include product testing for contaminants in compliance with 935CMR500.160. Testing will be performed by an independent testing laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana Infused Products, as amended November, 2016.

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

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

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



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- Maintaining adequate personal cleanliness
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature
- Sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair
- There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned
- Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products
- CPC's water supply shall be sufficient for necessary operations
- Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the CPC Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable



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waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines

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



CPC-Record Keeping Procedures

The Caregiver-Patient Connection (CPC) will maintain records in accordance with 935CMR500.105 and 935CMR500.105(8) and will include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Additionally, CPC shall comply with 935CMR500.140(6) and record all sales in compliance with the following

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

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

CPC-Maintaining of Financial Records

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

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

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

In accordance with 935CMR500.140(6) CPC will record all sales in compliance with the following

- CPC-Fitchburg will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, or a sales recording module approved by the DOR.
- CPC will not utilize software or other methods to manipulate or alter sales data.
- CPC will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- CPC will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If CPC determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - CPC shall immediately disclose the information to the Commission
 - CPC will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data
 - CPC will take such other action directed by the Commission to comply with 935 CMR

500.105.

- CPC will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- CPC will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

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



CPC-Qualifications and Training

The Caregiver Patient Connection (CPC) will require all Marijuana Establishment (ME) Agents be qualified and registered in accordance with 935CMR500.030(1-3), and trained in accordance with the requirements of 935CMR500.105(2) and will include, at minimum the following:

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

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

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

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

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

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

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



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CPC-Personnel Policies Including Background Checks

In compliance with 935CMR500.101(2)(e)(8), the Caregiver-Patient Connection (CPC) will maintain written personnel and background check policies and procedures including, but not limited to:

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

CPC will require that all CPC agents:

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

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

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

dispense marijuana in the Commonwealth;

Background information will include, as applicable

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

935CMR500.105(l)(1-3) CPC policies will call for the immediate dismissal of any marijuana establishment agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.



CPC Diversity Plan

The Cannabis Control Commission (“Commission”), through 935CMR500.000 requires applicants for licensure to establish goals to promote equity for minorities, women, veterans, people with disabilities and people with gender identities and sexual orientations.

The Caregiver-Patient Connection (CPC) is currently seeking licensing approval from the Commission for a marijuana establishment-cultivation to be located in Framingham. To date CPC has been approved for, and executed a special permit with the Framingham planning board and has a fully executed a Community Host Agreement with the City of Framingham. CPC has held a Community Outreach Meeting and is currently engaged in the application process with the Commission for the licensing of this Marijuana Establishment.

Goals

It is the goal of CPC to promote equity and to provide opportunities to qualified veteran applicants with disregard to race, sex, disabilities, gender identities or sexual orientation including members of the lesbian, gay, bi-sexual, transgender, queer and + communities. CPC will achieve this goal through a targeted outreach to the City of Framingham Veterans Council in order to facilitate and promote employment and career opportunities within the CPC structure. Our goal will be to have a workforce comprised of at least 20% local veterans by the end of the first year of operation.

Programs

CPC will work with City of Framingham Veterans Council with regard to employment, and career opportunities available to local veterans both at the CPC Framingham Marijuana Establishment as well as other CPC operated ME’s.

In order to accomplish this CPC will advertise, within 14 days of passing final inspection by the Cannabis Control Commission, in the Framingham Daily News newspaper and directly through the City of Framingham Veterans Council, for a job fair to be held at 61C Tripp St, specifically for local veterans, without regard for race, sex, disabilities or gender identities or sexual orientation. (The date of 14 days after passing of CCC final inspection has been chosen in order to hold the job fair within a 30-45 day window of the CPC ME becoming operational. Holding a job fair many months in advance of an anticipated opening date makes it extremely difficult to hire candidates and is unfair to qualified candidates.) Subsequently, CPC will advertise in the Framingham Daily News newspaper and through the City of Framingham Veterans Council once annually for a veteran’s job fair to be held at its’ Framingham location.



All advertising will remain in compliance with 935CMR500.105(4)

CPC will also hold an initial informational session no later than February 28, 2020, prior to the commencement of operations, at its' 61C Tripp St. cultivation location, for local veterans interested in learning more about the opportunities in the Massachusetts cannabis industry including cultivation, transportation, security, marketing and retail operations. This meeting will be promoted through the City of Framingham Veterans Council. CPC will hold subsequent annual informational sessions during the month of February for each year in operation.

CPC will implement a program in conjunction with the City of Framingham Veterans Council designed to help mentor and place qualified local veterans, with an interest in the Massachusetts cannabis industry, with other operators within the state seeking team members.

CPC will also incorporate a veteran specific tab in the 'Employment' section of its' website where veterans can receive specific information relating to gaining entry into the Massachusetts cannabis industry, as well as a tab allowing them to apply directly to CPC for employment.

Measurements

CPC will review annually it's success rate of:

1. Number of veteran held positions in the CPC workforce
2. Number of veterans placed with other licensed cannabis entities in Massachusetts
3. Attendance numbers of veteran job fair
4. Attendance numbers of informational session

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



November 16, 2020

Dean Iandoli
Caregiver-Patient Connection, LLC d/b/a Local Roots
61C Tripp St.
Framingham, MA

RE: Architectural Review Approval (Caregiver-Patient Connection, LLC MP281301;
MC282206)

Dear Mr. Iandoli:

The Cannabis Control Commission (Commission) has completed its architectural review of the proposed Marijuana Establishment. You are hereby approved to commence construction operations as outlined in your approved building permit.

The Commission reserves the right to inspect the property during any phase of construction, to ensure compliance with the approved architectural plans. Should any changes in the plan occur due to unforeseen circumstances, the licensee will notify the Commission with the intended changes.

This approval is not intended to be used to circumvent any state and local ordinances.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shawn Collins', with a long horizontal flourish extending to the right.

Shawn Collins
Executive Director

