



## Massachusetts Cannabis Control Commission

### Marijuana Product Manufacturer

#### General Information:

License Number: MP282046  
Original Issued Date: 11/21/2022  
Issued Date: 11/21/2022  
Expiration Date: 11/21/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Debilitating Medical Condition Treatment Centers

Phone Number: 413-374-1915

Email Address: johnh@dmcmass.com

Business Address 1: 11-13 Hampden St

Business Address 2:

Business City: Springfield

Business State: MA

Business Zip Code: 01103

Mailing Address 1: 11-13 Hampden St

Mailing Address 2:

Mailing City: Springfield

Mailing State: MA

Mailing Zip Code: 01103

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201977

### RMD INFORMATION

Name of RMD: Debilitating Medical Condition Treatment Centers

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: 15.4 Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Grant

Last Name: Guelich

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 6.7 Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: David

Last Name: Goldblum

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 13.1 Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: Bradley

Last Name: Joseph

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 13.1 Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Adam

Last Name: Firsel

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 7.7 Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: Samuel

Last Name: Hanmer

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 20.8 Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: Jared

Last Name: Glanz-berger

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 25

Percentage of Ownership: 15.4

Entity Legal Name: Englewood Managements LLC

Entity DBA:

DBA City:

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Entity Description: Management Company

Foreign Subsidiary Narrative:

Entity Phone: 413-374-8988

Entity Email: samhanmer63@gmail.com

Entity Website:

Entity Address 1: 63 Deerfield Ave

Entity Address 2:

Entity City: Longmeadow

Entity State: MA

Entity Zip Code: 01106

Entity Mailing Address 1: 63 Deerfield Ave

Entity Mailing Address 2:

Entity Mailing City: Longmeadow

Entity Mailing State: MA

Entity Mailing Zip Code: 01106

Relationship Description: Entity owner/partner

#### Entity with Direct or Indirect Authority 2

Percentage of Control:

Percentage of Ownership: 15.4

Entity Legal Name: Jin Yan MA, LLC

Entity DBA:

DBA City:

Entity Description: Management Company

Foreign Subsidiary Narrative:

Entity Phone: 509-881-8707

Entity Email: grantguelich@gmail.com

Entity Website:

Entity Address 1: 29 Florence Ave

Entity Address 2:

Entity City: Arlington

Entity State: MA

Entity Zip Code: 02476

Entity Mailing Address 1: 29 Florence Ave

Entity Mailing Address 2:

Entity Mailing City: Arlington

Entity Mailing State: MA

Entity Mailing Zip Code: 02476

Relationship Description: Partner/Owner

#### Entity with Direct or Indirect Authority 3

Percentage of Control: 75

Percentage of Ownership: 67.1

Entity Legal Name: Core High Yield MA LLC

Entity DBA:

DBA City:

Entity Description: Management Company

Foreign Subsidiary Narrative:

Entity Phone: 617-312-0592

Entity Email: jared.glanzberger@gmail.com

Entity Website:

Entity Address 1: 8 The Green

Entity Address 2: Suite R

Entity City: Dover

Entity State: DE

Entity Zip Code: 19901

Entity Mailing Address 1: 29 Florence Ave

Entity Mailing Address 2:

Entity Mailing City: Arlington

Entity Mailing State: MA

Entity Mailing Zip Code: 02476

Relationship Description: Entity Owner/Partner

#### Entity with Direct or Indirect Authority 4

Percentage of Control: 75

Percentage of Ownership: 67.1

Entity Legal Name: MidCo CHY MA LLC

Entity DBA:

DBA City:

Entity Description: Management Company

Foreign Subsidiary Narrative:

Entity Phone: 617-312-0592

Entity Email: jared.glanzberger@gmail.com

Entity Website:

Entity Address 1: 251 Little Falls Dr

Entity Address 2:

Entity City: Wilmington

Entity State: DE

Entity Zip Code: 19808

Entity Mailing Address 1: 29 Florence Ave

Entity Mailing Address 2:

Entity Mailing City: Arlington

Entity Mailing State: MA

Entity Mailing Zip Code: 02476

Relationship Description: Entity Owner/Partner

#### Entity with Direct or Indirect Authority 5

Percentage of Control:                      Percentage of Ownership: 40.9

Entity Legal Name: JointCo LLC    Entity DBA:    DBA City:

Entity Description: Management Company

Foreign Subsidiary Narrative:

Entity Phone: 617-312-0592              Entity Email: ared.glanzberger@gmail.coM              Entity Website:

Entity Address 1: 8 The Green    Entity Address 2: Suite R

Entity City: Dover    Entity State: DE    Entity Zip Code: 19901

Entity Mailing Address 1: 29 Florence Ave    Entity Mailing Address 2:

Entity Mailing City: Arlington              Entity Mailing State: MA    Entity Mailing Zip Code: 02476

Relationship Description: Entity owner/partner

#### Entity with Direct or Indirect Authority 6

Percentage of Control:                      Percentage of Ownership: 20.8

Entity Legal Name: JointCo JGB LLC    Entity DBA:    DBA City:

Entity Description: Management Company

Foreign Subsidiary Narrative:

Entity Phone: 617-312-0592              Entity Email: jared.glanzberger@gmail.com              Entity Website:

Entity Address 1: 29 Florence Ave    Entity Address 2:

Entity City: Arlington    Entity State: MA    Entity Zip Code: 02476

Entity Mailing Address 1: 29 Florence Ave    Entity Mailing Address 2:

Entity Mailing City: Arlington              Entity Mailing State: MA    Entity Mailing Zip Code: 02476

Relationship Description: Entity owner/partner

#### Entity with Direct or Indirect Authority 7

Percentage of Control:                      Percentage of Ownership: 26.2

Entity Legal Name: Core High Yield Investments LLC    Entity DBA:    DBA City:

Entity Description: Management Company

Foreign Subsidiary Narrative:

Entity Phone: 847-477-7556                      Entity Email: bjooseph@coreacq.com              Entity Website:

Entity Address 1: 200 S. Wacker Dr    Entity Address 2: Ste 1325

Entity City: Chicago    Entity State: IL    Entity Zip Code: 60606

Entity Mailing Address 1: 200 S. Wacker Dr    Entity Mailing Address 2: Ste 1325

Entity Mailing City: Chicago                      Entity Mailing State: IL    Entity Mailing Zip Code: 60606

Relationship Description: Entity owner/partner

#### Entity with Direct or Indirect Authority 8

Percentage of Control:                      Percentage of Ownership: 13.1

Entity Legal Name: Shine Yingala Holdings LLC    Entity DBA:    DBA City:

Entity Description: Management Company

Foreign Subsidiary Narrative:

Entity Phone: 847-477-7556                      Entity Email: bjooseph@coreacq.com              Entity Website:

Entity Address 1: 200 S. Wacker Dr    Entity Address 2: Ste 1325

Entity City: Chicago    Entity State: IL    Entity Zip Code: 60606



Entity Mailing Address 1: 200 S. Wacker Dr Entity Mailing Address 2: Ste 1325  
Entity Mailing City: Chicago Entity Mailing State: IL Entity Mailing Zip Code: 60606  
Relationship Description: Entity owner/partner

Entity with Direct or Indirect Authority 9

Percentage of Control: Percentage of Ownership: 13.1  
Entity Legal Name: 22 Squared Holdings LLC Entity DBA: DBA City:  
Entity Description: Management Company  
Foreign Subsidiary Narrative:  
Entity Phone: 312-909-9565 Entity Email: afirsel@coreacq.com Entity Website:  
Entity Address 1: 200 S. Wacker Dr Entity Address 2: Ste 1325  
Entity City: Chicago Entity State: IL Entity Zip Code: 60606  
Entity Mailing Address 1: 200 S. Wacker Dr Entity Mailing Address 2: Ste 1325  
Entity Mailing City: Chicago Entity Mailing State: IL Entity Mailing Zip Code: 60606  
Relationship Description: Entity owner/partner

Entity with Direct or Indirect Authority 10

Percentage of Control: 25 Percentage of Ownership:  
Entity Legal Name: Core High Yield Management LLC Entity DBA: DBA City:  
Entity Description: Management Company  
Foreign Subsidiary Narrative:  
Entity Phone: 847-477-7556 Entity Email: bjoseph@coreacq.com Entity Website:  
Entity Address 1: 200 S. Wacker Dr Entity Address 2: Ste 1325  
Entity City: Chicago Entity State: IL Entity Zip Code: 60606  
Entity Mailing Address 1: 200 S. Wacker Dr Entity Mailing Address 2: Ste 1325  
Entity Mailing City: Chicago Entity Mailing State: IL Entity Mailing Zip Code: 60606  
Relationship Description: Entity owner/partner

Entity with Direct or Indirect Authority 11

Percentage of Control: 50 Percentage of Ownership:  
Entity Legal Name: JointCo Manager LLC Entity DBA: DBA City:  
Entity Description: Management Company  
Foreign Subsidiary Narrative:  
Entity Phone: 617-312-0592 Entity Email: jared.glanzberger@gmail.com Entity Website:  
Entity Address 1: 251 Little Falls Dr Entity Address 2:  
Entity City: Wilmington Entity State: DE Entity Zip Code: 19808  
Entity Mailing Address 1: 29 Florence Ave Entity Mailing Address 2:  
Entity Mailing City: Arlington Entity Mailing State: MA Entity Mailing Zip Code: 02476  
Relationship Description: Entity owner/partner

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: John Last Name: Hanmer Suffix:  
Describe the nature of the relationship this person has with the Marijuana Establishment: Head of Operations

Close Associates or Member 2

Date generated: 12/01/2022

First Name: Samuel	Last Name: Hanmer	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Managing Member		

Close Associates or Member 3

First Name: Grant	Last Name: Guelich	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Managing Member		

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Core High Yield MA LLC	Entity DBA:
Email: jared.glanzberger@gmail.com	Phone: 617-312-0592
Address 1: 8 The Green	Address 2: Suite R
City: Dover	State: DE
Zip Code: 19901	
Types of Capital: Monetary/Equity, Other	Other Type of Capital: in kind contributions
Total Value of Capital Provided: \$500000	Percentage of Initial Capital: 100
Capital Attestation: Yes	

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Grant	Owner Last Name: Guelich	Owner Suffix:	
Entity Legal Name: Wander Farms	Entity DBA:		
Entity Description: Processing Distribution			
Entity Phone: 509-881-8707	Entity Email: grantguelich@gmail.com	Entity Website:	
Entity Address 1: 3012 GS CENTER RD STE B	Entity Address 2:		
Entity City: Wenatchee	Entity State: WA	Entity Zip Code: 98801	Entity Country: Chelan
Entity Mailing Address 1: 89 SPRINGHILL DR	Entity Mailing Address 2:		
Entity Mailing City: EAST WENATCHEE	Entity Mailing State: WA	Entity Mailing Zip Code: 98802	Entity Mailing Country: Chelan

#### Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Grant	Owner Last Name: Guelich	Owner Suffix:	
Entity Legal Name: Gulu LLC	Entity DBA:		
Entity Description: LLC			
Entity Phone: 509-888-3868	Entity Email: grantguelich@gmail.com	Entity Website:	
Entity Address 1: 3012 GS CENTER RD	Entity Address 2:		
Entity City: WENATCHEE	Entity State: WA	Entity Zip Code: 98801	Entity Country: Chelan
Entity Mailing Address 1: 3012 GS CENTER RD	Entity Mailing Address 2:		
Entity Mailing City: WENATCHEE	Entity Mailing State: WA	Entity Mailing Zip Code: 98801	Entity Mailing Country: Chelan

### Business Interest in Other State 3

#### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Grant	Owner Last Name: Guelich	Owner Suffix:	
Entity Legal Name: Verdant Ventures	Entity DBA:		
Entity Description: LLC			
Entity Phone: 509-881-8707	Entity Email: grantguelich@gmail.com	Entity Website:	
Entity Address 1: 3012 GS CENTER RD STE B	Entity Address 2:		
Entity City: WENATCHEE	Entity State: WA	Entity Zip Code: 98801	Entity Country: Chelan
Entity Mailing Address 1: 895 RIVERSIDE DR UNIT D246	Entity Mailing Address 2:		
Entity Mailing City: WENATCHEE	Entity Mailing State: WA	Entity Mailing Zip Code: 98801	Entity Mailing Country: Chelan

### Business Interest in Other State 4

#### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Grant	Owner Last Name: Guelich	Owner Suffix:	
Entity Legal Name: Access Huge WA	Entity DBA:		
Entity Description: LLC			
Entity Phone: 509-881-8707	Entity Email: grantguelich@gmail.com	Entity Website:	
Entity Address 1: 89 Springhill Drive	Entity Address 2:		
Entity City: East Wenatchee	Entity State: WA	Entity Zip Code: 98802	Entity Country: Chelan
Entity Mailing Address 1: 89 Springhill Dr	Entity Mailing Address 2:		
Entity Mailing City: East Wenatchee	Entity Mailing State: WA	Entity Mailing Zip Code: 98802	Entity Mailing Country: Chelan

### Business Interest in Other State 5

#### Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Grant	Owner Last Name: Guelich	Owner Suffix:	
Entity Legal Name: Pacific Grown Organics	Entity DBA:		
Entity Description: Marijuana Cultivation			
Entity Phone: 509-881-8707	Entity Email: collin@pacificgrownorganics.com	Entity Website:	
Entity Address 1: 5892 Via Real	Entity Address 2:		
Entity City: Carpinteria	Entity State: CA	Entity Zip Code: 93013	Entity Country: Santa Barbara
Entity Mailing Address 1: 27 WEST ANAPAMU ST, #137	Entity Mailing Address 2:		
Entity Mailing City: Santa Barbara	Entity Mailing State: CA	Entity Mailing Zip Code: 93013	Entity Mailing Country: Santa Barbara

### DISCLOSURE OF INDIVIDUAL INTERESTS

#### Individual 1

First Name: Samuel	Last Name: Hanmer	Suffix:
Marijuana Establishment Name: The Heirloom Collective	Business Type: Other	
Marijuana Establishment City: Bernardston	Marijuana Establishment State: MA	

#### Individual 2

**First Name:** John **Last Name:** Hanmer **Suffix:**  
**Marijuana Establishment Name:** Debilitating Medical Condition Treatment Centers Inc. **Business Type:** Other  
**Marijuana Establishment City:** Springfield **Marijuana Establishment State:** MA

#### Individual 3

**First Name:** Grant **Last Name:** Guelich **Suffix:**  
**Marijuana Establishment Name:** Debilitating Medical Condition Treatment Centers Inc. **Business Type:** Other  
**Marijuana Establishment City:** Springfield **Marijuana Establishment State:** MA

#### Individual 4

**First Name:** Samuel **Last Name:** Hanmer **Suffix:**  
**Marijuana Establishment Name:** Debilitating Medical Condition Treatment Centers Inc. **Business Type:** Other  
**Marijuana Establishment City:** Springfield **Marijuana Establishment State:** MA

#### Individual 5

**First Name:** Jared **Last Name:** Glanz-Berger **Suffix:**  
**Marijuana Establishment Name:** Debilitating Medical Condition Treatment Centers Inc. **Business Type:** Other  
**Marijuana Establishment City:** Springfield **Marijuana Establishment State:** MA

#### Individual 6

**First Name:** Bradley **Last Name:** Joseph **Suffix:**  
**Marijuana Establishment Name:** Debilitating Medical Condition Treatment Centers Inc. **Business Type:** Other  
**Marijuana Establishment City:** Springfield **Marijuana Establishment State:** MA

#### Individual 7

**First Name:** Adam **Last Name:** Firsel **Suffix:**  
**Marijuana Establishment Name:** Debilitating Medical Condition Treatment Centers Inc. **Business Type:** Other  
**Marijuana Establishment City:** Springfield **Marijuana Establishment State:** MA

#### Individual 8

**First Name:** David **Last Name:** Goldblum **Suffix:**  
**Marijuana Establishment Name:** Debilitating Medical Condition Treatment Centers Inc. **Business Type:** Other  
**Marijuana Establishment City:** Springfield **Marijuana Establishment State:** MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

**Establishment Address 1:** 578-582 Meadow Street Extension

**Establishment Address 2:**

**Establishment City:** Agawam **Establishment Zip Code:** 01001

**Approximate square footage of the Establishment:** 10000 **How many abutters does this property have?:** 8

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

#### HOST COMMUNITY INFORMATION

**Host Community Documentation:**

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Agawam Compliance.pdf	pdf	60492c4dc997b43574a1be33	03/10/2021
Certification of Host Community Agreement	Agawam_HCA_App_packet.pdf	pdf	60521fcf183b5235aa44fc4e	03/17/2021
Community Outreach Meeting Documentation	Agawam_Outreach_Final.pdf	pdf	608044a68bb25444af3022c3	04/21/2021

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan_letter.pdf	pdf	607d8f0221aec245a96cbc9a	04/19/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Manager Other Role:  
First Name: John Last Name: Hanmer Suffix:  
RMD Association: RMD Manager  
Background Question: no

##### Individual Background Information 2

Role: Owner / Partner Other Role:  
First Name: Samuel Last Name: Hanmer Suffix:  
RMD Association: RMD Manager  
Background Question: no

##### Individual Background Information 3

Role: Owner / Partner Other Role:  
First Name: Grant Last Name: Guelich Suffix:  
RMD Association: RMD Manager  
Background Question: no

##### Individual Background Information 4

Role: Owner / Partner Other Role:  
First Name: Jared Last Name: Glanz-Berger Suffix:  
RMD Association: RMD Manager  
Background Question: no

##### Individual Background Information 5

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

##### Individual Background Information 6

Role: Owner / Partner Other Role:  
First Name: Adam Last Name: Firsel Suffix:  
RMD Association: RMD Manager  
Background Question: no

#### Individual Background Information 7

Role: Owner / Partner      Other Role:  
First Name: Bradley      Last Name: Joseph      Suffix:  
RMD Association: RMD Manager  
Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

Role: Investor/Contributor      Other Role:  
Entity Legal Name: Englewood Management LLC      Entity DBA:  
Entity Description: Holding Company  
Phone: 413-374-8988      Email: samhanmer63@gmail.com  
Primary Business Address 1: 63 Deerfield Ave      Primary Business Address 2:  
Primary Business City: Longmeadow      Primary Business State: MA      Principal Business Zip Code: 01106  
Additional Information:

##### Entity Background Check Information 2

Role: Investor/Contributor      Other Role:  
Entity Legal Name: Jin Yang MA      Entity DBA:  
Entity Description: Management Company  
Phone: 509-881-8707      Email: GrantGuelich@gmail.com  
Primary Business Address 1: 29 Florence Ave      Primary Business Address 2:  
Primary Business City: Arlington      Primary Business State: MA      Principal Business Zip Code: 02476  
Additional Information:

##### Entity Background Check Information 3

Role: Investor/Contributor      Other Role:  
Entity Legal Name: Core High Yield MA LLC      Entity DBA:  
Entity Description: Management Company  
Phone: 617-312-0592      Email: jared.glanzberger@gmail.com  
Primary Business Address 1: 29 Florence Ave      Primary Business Address 2:  
Primary Business City: Arlington      Primary Business State: MA      Principal Business Zip Code: 02476  
Additional Information:

##### Entity Background Check Information 4

Role: Investor/Contributor      Other Role:  
Entity Legal Name: MidCo CHY MA LLC      Entity DBA:  
Entity Description: Management Company  
Phone: 617-312-0592      Email: jared.glanzberger@gmail.com  
Primary Business Address 1: 29 Florence Ave      Primary Business Address 2:  
Primary Business City: Arlington      Primary Business State: MA      Principal Business Zip Code: 02476  
Additional Information:

##### Entity Background Check Information 5

Role: Investor/Contributor      Other Role:  
Entity Legal Name: JointCo LLC      Entity DBA:

**Entity Description: Management Company**

Phone: 617-312-0592      Email: jared.glanzberger@gmail.com

Primary Business Address 1: 29 Florence Ave      Primary Business Address 2:

Primary Business City: Arlington      Primary Business State: MA      Principal Business Zip Code: 02476

Additional Information:

**Entity Background Check Information 6**

Role: Investor/Contributor      Other Role:

Entity Legal Name: Core High Yield Investments LLC      Entity DBA:

Entity Description: Management Company

Phone: 847-477-7556      Email: bjooseph@coreacq.com

Primary Business Address 1: 200 S Wacker Dr      Primary Business Address 2: Ste 1325

Primary Business City: Chicago      Primary Business State: IL      Principal Business Zip Code: 60606

Additional Information:

**Entity Background Check Information 7**

Role: Investor/Contributor      Other Role:

Entity Legal Name: Shine Yingala Holdings LLC      Entity DBA:

Entity Description: Management Company

Phone: 847-477-7556      Email: bjooseph@coreacq.com

Primary Business Address 1: 200 S. Wacker Dr      Primary Business Address 2: Ste 1325

Primary Business City: Chicago      Primary Business State: IL      Principal Business Zip Code:  
60606

Additional Information:

**Entity Background Check Information 8**

Role: Investor/Contributor      Other Role:

Entity Legal Name: 22 Squared Holdings LLC      Entity DBA:

Entity Description: Management Company

Phone: 312-909-9565      Email: afirsel@coreacq.com

Primary Business Address 1: 200 S. Wacker Dr      Primary Business Address 2: Ste 1325

Primary Business City: Chicago      Primary Business State: IL      Principal Business Zip Code: 60606

Additional Information:

**Entity Background Check Information 9**

Role: Investor/Contributor      Other Role:

Entity Legal Name: Core High Yield Management LLC      Entity DBA:

Entity Description: Management Company

Phone: 847-477-7556      Email: bjooseph@coreacq.com

Primary Business Address 1: 200 S Wacker Dr      Primary Business Address 2: Ste 1325

Primary Business City: Chicago      Primary Business State: IL      Principal Business Zip Code: 60606

Additional Information:

**MASSACHUSETTS BUSINESS REGISTRATION**

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Bylaws	DMC bylaws.pdf(1).pdf	pdf	6052235cb3603835a49f6399	03/17/2021
Articles of Organization	DMC -Plan of Conversion(3232058.1)(1).pdf	pdf	6052236875f93835952f1ca9	03/17/2021
Articles of Organization	DMC arts of conversion.pdf(2).pdf	pdf	6052237293274435ba9e4340	03/17/2021
Department of Revenue - Certificate of Good standing	Depofunemploymentletter.pdf	pdf	605223feb64912358e315dd1	03/17/2021
Department of Revenue - Certificate of Good standing	DMC Certificate of Good Standing(1).pdf	pdf	607d8f538bb25444af301a24	04/19/2021
Secretary of Commonwealth - Certificate of Good Standing	SOC.pdf	pdf	607d8f6c8d8557457dbb979c	04/19/2021

No documents uploaded

Massachusetts Business Identification Number: 001363005

Doing-Business-As Name:

DBA Registration City: Springfield

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	liabilityinsuranceplan.pdf	pdf	6052242fc997b43574a1d418	03/17/2021
Proposed Timeline	Agawam_Timeline.pdf	pdf	605226bbd7adff35b5a51305	03/17/2021
Business Plan	Manufacture Business Plan.pdf	pdf	60536cc33e0ae507c930ffd1	03/18/2021

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Method used to produce products	policies and procedures for product manufacturing.pdf	pdf	6053a8dd1c41b407a7672c85	03/18/2021
Separating recreational from medical operations, if applicable	Separationofmedical.pdf	pdf	6053a991e5be0207aec7228b	03/18/2021
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older(manufacture).pdf	pdf	6053af5059735d07bd821a7b	03/18/2021
Security plan	DMCTC - Security Plan.pdf	pdf	6053b02cc94e7f0783731a4c	03/18/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	6053b0be694f45077ebc2c20	03/18/2021
Transportation of marijuana	DMCTC - Transportation of Marijuana .pdf	pdf	6054b50dd13a03079c5f6ce9	03/19/2021
Inventory procedures	Inventory Management.pdf	pdf	6054b6584c3a6c079db3d5ce	03/19/2021
Quality control and testing	DMCTC - Quality Control and Testing.pdf	pdf	6054b7123e0ae507c9310472	03/19/2021
Personnel policies including background checks	DMCTC- Personnel Policies Including Background Checks.pdf	pdf	6054b7794c3a6c079db3d5d6	03/19/2021
Record Keeping procedures	Record Keeping.pdf	pdf	6054b7de59735d07bd821ce4	03/19/2021
Maintaining of financial records	Financial Records.pdf	pdf	6054b809e5be0207aec724f4	03/19/2021



Diversity plan	Diversity Plan.pdf	pdf	6054b8a04c3a6c079db3d5e2	03/19/2021
Qualifications and training	DMCTC - Qualifications and Training .pdf	pdf	6054b8d6c94e7f0783731c83	03/19/2021
Energy Compliance Plan	energyplan_Manufacture.pdf	pdf	6054d454c94e7f0783731d65	03/19/2021
Plan to Obtain Marijuana	Plan for obtaining marijuana_manufacture.pdf	pdf	6054d61ad13a03079c5f6e28	03/19/2021
Safety Plan for Manufacturing	Safety Plan For Manufacturing.pdf	pdf	6054ddd6e5be0207aec7264d	03/19/2021
Types of products Manufactured.	DMCTC - Products to be manufactured.pdf	pdf	605b93863e0ae507c9311626	03/24/2021
Sample of unique identifying marks used for branding	DMCTC samples of unique identifying marks.pdf	pdf	605b99a37e61bd07773ab6cf	03/24/2021
Storage of marijuana	Marijuana Storage_Manufacture.pdf	pdf	607d917c518b4d4499417cda	04/19/2021

### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

### HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM

Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM

## Agawam plan to remain compliant with local zoning

Debilitating Medical Condition Treatment Centers Inc (DMC) will remain compliant at all times with the local zoning requirements set forth in the Town of Agawam's Zoning By-Laws Article XVIII §180- 124 "Additional requirements/conditions". DMC's proposed Marijuana Product Manufacturer facility is zoned for industry. Per the Agawam Zoning Code, DMC may site its facility in areas zoned for industrial use. DMC will conform to the dimensional requirements set forth in the Agawam Zoning bylaws. The processing facility will be located in a permanent building and will not be a mobile facility. In compliance with 935 CMR 500.110(3) and zoning code §180- 124 (d), the property is not located within 500 feet of an existing public or private elementary, junior high, middle, vocational or high school, college, junior college, university or child-care facility or any other use in which children commonly congregate in an organized, ongoing, formal basis; or another RMD or OMMD facility. DMC's proposed processing facility is not located on a lot that abuts a residential use or residential zoning district. DMC's facility is not located inside a building containing residential units. In accordance with §180- 124 (b)(4), DMC will take all available precautions to mitigate Odors so that they will not be detectable at the exterior of the building. DMCTC will take a multi-pronged approach to managing odor in its product manufacturing facility. Exhaust fans will be fitted with an activated high volume carbon filter and finely tuned negative air pressure to trap cannabis terpenes and scrub odor from the exhaust air. These carbon filters are industry standard for the removal of terpene compounds in cannabis cultivation facilities, and work through both adsorption and chemisorption processes. If applied correctly, efficiency of 99.9%, as stated by several vendors, can be achieved. Personnel will be trained in odor mitigation protocols, including sealing internal environments from the outside and routine maintenance of the carbon filtration systems.

DMC will apply for a special permit and site plan approval as required to operate a Marijuana processor facility in accordance with §180- 124 (e). DMC will comply with all conditions and standards set forth in any local permit required to operate a Marijuana processor facility at proposed location. DMC has already attended several meetings with various municipal officials and boards to discuss DMC's plans for a proposed Marijuana Product Manufacturer and has executed a Host Community Agreement with the Town of Agawam. DMC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that DMC's Marijuana Product Manufacturer remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security. In accordance with §180- 125 "Application Requirements" for the town of Agawam, DMC will provide proof of site control, disclosure of its designated representatives including officers, directors, shareholders, partners, members, managers or other similarly situated individuals. DMC will also provide a site plan with details showing all exterior proposed security measures, a detailed floor plan, proposed signage, and a management plan.

## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

1. Name of applicant:

Debilitating Medical Condition Treatment Centers, Inc.

2. Name of applicant's authorized representative:

Samuel Hanmer

3. Signature of applicant's authorized representative:



4. Name of municipality:

Agawam

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

Mayor William P. Sape 11.

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

William P. Spelli

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

Solicitor@agawam.ma.us

8. Host community agreement execution date:

February 28<sup>th</sup>, 2021

TOWN OF AGAWAM  
AND  
DEBILITATING MEDICAL CONDITION TREATMENT CENTERS, INC.

HOST COMMUNITY AGREEMENT  
FOR THE SITING OF AN ADULT-USE MARIJUANA ESTABLISHMENT IN THE TOWN OF  
AGAWAM

This Host Community Agreement ("Agreement") is entered into pursuant to M.G.L. 94G, § 3(5)(d) this 28<sup>th</sup> day of February, 2021 by and between Debilitating Medical Condition Treatment Centers, Inc. (the "Operator") a Massachusetts corporation, currently located at 11-13 Hampden Street, Springfield, Massachusetts 01103 with interests to operate an Adult Use Manufacturing Facility at 584 Meadow Street Extension, Agawam, Massachusetts 01001, (the "Property") and the Town of Agawam, a Massachusetts municipal corporation with a principal address of 36 Main Street, Agawam, Massachusetts 01001 (the "Town").

**WHEREAS**, On November 8, 2016 Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use through Chapter 334 of the Acts of 2016, an Act for The Regulation and Taxation of Marijuana; and

**WHEREAS**, On July 28, 2017, Governor Baker signed the General Court 's revised law on the subject, "An Act to Ensure Safe Access to Marijuana" adopted as Chapter 55 of the Acts of 2017 (the "Act"); and

**WHEREAS**, Massachusetts, acting through the Cannabis Control Commission (the "CCC") implemented regulatory framework for the regulation of adult use of marijuana establishments through 935 CMR 500.000 et. seq. (the "CCC Regulations"); and

**WHEREAS**, A "Marijuana Establishment" as defined in the CCC Regulations, means a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center; and

**WHEREAS**, Operator wishes to locate and operate a "Marijuana Establishment", meaning specifically, a Marijuana Product Manufacturer (the Marijuana Product Manufacturer shall be hereinafter referred to as the "Facility") at the Property in accordance with CCC Regulations and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations in effect at the time the Operator files its application with the CCC; and

**WHEREAS**, Operator will satisfy the purpose and intent of the voters and the Act by providing wholesale marijuana for adult use to other licensed Marijuana Establishments throughout the Commonwealth of Massachusetts; and

**WHEREAS**, notwithstanding the anticipated benefits to certain members of the community, the Operator and the Town agree that the Facility will impact Town resources in ways unique to the business of the Facility and will draw upon Town resources such as Town's road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and may cause additional unforeseen impacts upon the Town; and

**WHEREAS**, Massachusetts General Laws chapter 94G, § 3 (5) (d) states "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, said impact fee 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.

**NOW, THEREFORE,** in consideration of the above and the mutually agreed promises contained herein, the Operator and the Town agree as follows:

1. Compliance: Operator and Town shall comply with all applicable provisions of M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017 and the CCC Regulations as the same may be amended from time to time; and the Agawam General Bylaws, Zoning Bylaws and all laws, rules, regulations and orders applicable to the operation of a Marijuana Establishment in the Town, such provisions being incorporated herein by reference, and Operator shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of a Marijuana Establishment.
2. Community Impact Fee: Operator shall pay a community impact fee as required by M.G.L. c. 94G, § 3 (5) (d) (the "Impact Fee") in the amounts and under the terms provided herein. The Operator shall furnish the Town with annual affidavits, reflecting Gross Annual Revenues (as defined herein) figures for the adult use Marijuana Product Manufacturer portion of the Facility located within the Town. Additionally, the Operator shall provide the Town with copies of all its periodic financial filings with the CCC documenting Gross Annual Revenues.
3. Application of Impact Fee: The Operator acknowledges and agrees that the Town is under no obligation to use the Impact Fee payments made hereunder in any particular manner and that the payments are classified as General Fund under M.G.L. c. 44, § 53.
4. Calculation of Impact Fee Payments: Subject to adjustment or modification as set forth in this Agreement, Operator shall pay to the Town 3.00% of the Operator's Gross Annual Revenues as the Impact Fee; provided, that the total amount paid per year shall not be less than One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00) (the "Minimum Annual Payment"); In the event that the operator is unable to generate a minimum of \$5MM in gross sales, and fails to make the payments described herein, the parties agree to enter into discussions to modify the payment terms to reflect the Operator's financial capabilities at such time.
5. Dates of Payment: The initial payment of the Community Impact Fee to the Town shall be made on or before the Thirtieth (30th) day following the end of the first Six (6) months from the day Operator commences wholesale sales of adult use Marijuana products to other licensed Marijuana Establishments (the "Sales Commencement Date") from the Premises and shall reflect the first Six (6) months of sales. Thereafter, Community Impact Fee payments shall be made to the Town on or before the Thirtieth (30th) day following the end of every Six (6) month period. The Operator shall notify the Town when it commences sales within the Town at the Premises. The Community Impact Fee shall continue being paid by the Operator to the Town, as long as the Operator continues to operate a licensed Marijuana Product Manufacturer at the Premises. While the purpose of the Community Impact Fee is to assist the Town in addressing any public health, safety or other effects or impacts the Premises may have on the Town, the Town may

expend all such fees at the Town's sole and absolute discretion.

6. Gross Annual Revenues: The term "Gross Annual Revenues" shall mean the grand total of all the Operator's sales of marijuana for adult use at the Facility, less promotional discounts on products offered to wholesale customers, to the extent that such discounts or products are permitted by law or the CCC Regulations, but shall not include non-marijuana sales, sales of medical marijuana or medical marijuana products.
7. Amendment of Impact Fee Payment Date: At the option of the Operator, the payment date may be amended once, by written request, to align with the Operator's fiscal year or quarterly tax filing obligations for ease of administration, but such amendment shall not change the total amount due.
8. Annual Review of Impact Fee: Notwithstanding anything to the contrary herein, every year after the Sales Commencement Date the Town and Operator shall jointly review the Community Impact Fee and may increase or decrease the Minimum and Maximum Annual Payment (as the case may be) but in no event shall the Annual Payment exceed three percent (3%) of the Operator's Gross Annual Revenues.
9. Marijuana Establishment Limitation: The Town agrees that it shall refrain from issuing any new Host Community Agreements to any entity applying for a state license for adult use Marijuana Retailer, Marijuana Product Manufacturer, for a period of three (3) years from the date that sales commence at the Facility. In the event that the Town violates Section 9 of this Agreement and issues any other such Host Community Agreement to person or entity, the Community Impact Fee, Minimum and Maximum Annual Payments as set forth under Section 2 of this Agreement shall be reduced by One Percent (1%) or Fifty Five Thousand Dollars (\$55,000.00), whichever is greater.
10. Filings with the Commonwealth: The Operator shall furnish the Town with documents as described in Section 6, as soon as they become available, reflecting Gross Annual Revenue figures for the Facility and shall provide the Town with all copies of its periodic financial filings to the CCC documenting the Operator's Gross Annual Revenues, and shall furnish copies of its filings to the Secretary of the Commonwealth's Corporations Division, and if any, to the Massachusetts Office of the Attorney General.
11. Term: The term of this Agreement is five years, terminating on the fifth anniversary of the Sales Commencement Date, unless sooner terminated by:
  - a. Revocation of Operator's license by the CCC; or
  - b. Operator's voluntary or involuntary cessation of operations; or
  - c. the Town's termination of this Agreement for breach of the conditions contained herein that remain uncured sixty (60) days from the date of written notice of such breach.
12. Permits and Licenses: The Parties agree that this Agreement and all terms, conditions and requirements contained herein, are subject to, and conditioned upon the Operator obtaining the required registrations, permits and licenses to operate an adult use Marijuana Product Manufacturer Marijuana Establishment at the Facility. If for any reason, the Operator is unable to obtain the required permits and licenses to operate, this Agreement shall be null and void and neither Party shall have any further obligations under this Agreement.
13. Renegotiation/Applicability: To the extent permitted by law: (a) the terms of this Agreement shall be renegotiated by the Operator and the Town in good faith following



five (5) years of continuous operation of the Facility; and (b) the terms of this Agreement shall continue in full force and effect unless the parties reach accord on a subsequent agreement provided, however, that in no event shall the Operator be permitted to continue to operate the Facility after termination as set forth in Paragraph 10 above.

14. Property Taxes: At all times during the Term of this Agreement, all property, both real and personal, owned or operated by the Operator shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Operator or by its landlord to the Town, and the Operator shall not object to or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing:
  - a. if real or personal property owned or operated by Operator is determined to be non-taxable or partially non-taxable, a determination of which the Operator agrees not to seek at any time during this Agreement, or
  - b. if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or
  - c. if 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, as an additional fee to the Town, 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 fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption ("Additional Fee"). Such Additional Fee payments shall be in addition to all Community Impact Fee payment obligations owed by Operator under Section 2 of this Agreement.
15. Impact Fee as Compensatory: The Impact Fee referenced herein shall be compensatory to the Town for all impacts of the Operator's operation of the Facility in the Town, including all reasonable indirect costs. Nothing herein shall be construed to exempt the Facility from payment of local, state, and federal taxes.
16. Local Hiring: To the extent permissible by law, Operator will make jobs available to local, qualified residents; and such residency will be a positive factor in hiring decisions, but this does not prevent Operator from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to the direct hiring, Operator will work in a good faith, legal and non-discriminatory manner to similarly consider local status of vendors, suppliers, contractors and builders from the Town area to be a positive factor in retaining such vendors.
17. Public Safety: To the extent requested by the Town's Police Department and Fire Department, and consistent with the Regulations, Operator shall work with the Town's Police Department and the Town's Fire Department to determine the placement of interior and exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Facility is located. Operator will maintain a cooperative relationship with the Police Department and the Fire Department, including but not limited to periodic meetings to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on or in the immediate vicinity of the site. Such camera(s) may be altered by the CCC during their security and architectural review process.
18. On-Site Consumption: The on-site consumption of marijuana products shall be

prohibited.

19. Cooperation: Operator shall work cooperatively and in good faith with the Town in securing the prompt and efficient siting, planning, permitting and preparation for opening of the Facility. Furthermore, Town shall recognize Operator's Existing RMD License Priority Applicant status under 935 CMR 500.101 (2). This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws and regulations.
20. Location; Additional Operations: This Agreement applies to the proposed adult use Marijuana Product Manufacturer to be located at 584 Meadow Street Extension, Agawam, Massachusetts 01001. This agreement will remain in force should the Operator chose to move or transfer operations to a different location within the Town. Should the Operator and the Town agree to allow the Operator to site another facility within the Town, the Operator and the Town shall agree to negotiate an additional agreement.
21. Assignment: Neither the Town nor the Operator shall assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however such consent shall not be required in the event such transfer or assignment is between the Operator and another entity which is authorized by the CCC to operate the Facility pursuant to a Certificate of Registration granted by it, or if such assignment or transfer is the result of a merger or consolidation with the Operator.
22. Retention of Regulatory Authority: By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.
23. Notices: 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.
24. 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.
25. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto

submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

26. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes 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.
27. Confidentiality: Operator may provide to the Town 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"). Town (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 law (pursuant to M.G.L. c. 66 § 10), provided in all events, prior to such disclosure, the Town will notify Operator in writing of its intent to make such disclosure at least three (3) days in advance of any disclosure.
28. Waiver: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
29. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Operator.
30. Amendment: This Agreement may only be amended by a written document duly executed by both of the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.
31. Modifications: Modifications to this Agreement may only be effective if made in writing and signed by both of the parties hereto.
32. Headings: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
33. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
34. Signatures: Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

**[Signatures to Follow]**

**IN WITNESS WHEREOF** the parties hereto have caused this agreement to be duly executed as of the Execution Date set forth above.



Debilitating Medical Condition Treatment Centers, Inc., Manager



Town of Agawam, Mayor

**APPROVED AS TO FORM AND LEGALITY**



Town of Agawam, Solicitor

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:





# Public Notices

## COMMUNITY OUTREACH MEETING

Notice is hereby given that Debilitating Medical Condition Treatment Centers, Inc. (DMC) will hold a web-based Community Outreach Meeting on March 12, 2021 at 6:00 P.M. via Zoom to discuss the proposed siting of a Marijuana Product Manufacturing Facility.

DMC intends to apply for a license to operate as a Marijuana Product Manufacturer to be located at 584 Meadow St. Ext., Agawam, MA 01001 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

Topics to be discussed at the meeting will include, but not be limited to:

1. The type of Adult-Use Marijuana Establishment to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;

4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions in advance and receive answers from DMC's representatives about the proposed facility and operations. A question and answer session will also take place after the presentation.

To join the zoom meeting simply type the link below into any web browser:

<http://bit.ly/2ZCLRxQ>

For those who have the Zoom app click the Join button on the home page and type in the meeting ID number:

Meeting ID: 823 1153 4700

Meeting materials will be posted at <http://bit.ly/3dntnti> no later than 24 hours in advance of the scheduled meeting.

John Hanmer  
COO – DMC

[johnh@dmcmass.com](mailto:johnh@dmcmass.com)  
02/25/2021

**Commonwealth of Massachusetts  
The Trial Court  
Hampden Probate and Family Court  
50 State Street  
Springfield, MA 01103  
(413)748-7758**

**Docket No. HD21P0258EA**

**Estate of:  
David Michael Jaskulski  
Date of Death: 12/15/2020  
CITATION ON  
PETITION FOR  
FORMAL  
ADJUDICATION**

To all interested persons:

A Petition for **Formal Adjudication of Intestacy and Appointment of Personal Representative** has been filed by Ryan M Jaskulski of Westfield MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: **Ryan M Jaskulski** of Westfield MA be appointed as Personal Representative(s) of said estate to serve **Without Surety** on the bond

in unsupervised administration

### IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of **03/17/2021**.

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

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

A Personal Representative appointed under the MUPC in an unsupervised administra-

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

**WITNESS, Hon. Barbara M Hyland, First Justice of this Court.**

Date: February 17, 2021

**Rosemary A Saccomani**  
Register of Probate  
02/25/2021

### AGAWAM ZONING BOARD OF APPEALS LEGAL ADVERTISEMENT LEGAL NOTICE

**Date: February 5, 2021**  
Notice is hereby given that the Agawam Zoning Board of Appeals will hold a public hearing via **ZOOM** on **Monday, March 22, 2021 at 6:30PM** for all parties interested in the appeal of Cellco Partnership, d/b/a Verizon Wireless, which

is seeking a Special Permit in accordance with the Town of Agawam's Zoning Ordinances, Chapter 180, Paragraphs 90 thru 103, (Article XIV) to allow for the installation of a Personal Wireless Service Facility at the premises identified as 128 Southwick Street; commonly known as the Agawam Golf Course.

Doreen A. Prouty Chairperson  
Zoning Board of Appeals  
Join Zoom Meeting  
<https://us02web.zoom.us/j/83354499038?pwd=VFo1ZkZkz-VE5RSUNlbgFVNEFRZ210QT09>  
Meeting ID: 833 5449 9038  
Passcode: 065046  
One tap mobile  
+13126266799,,83354499038#  
US (Chicago)  
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March 1, 2021

Notice is hereby given that Debilitating Medical Condition Treatment Centers, Inc. (DMC) will hold a web-based Community Outreach Meeting on March 12, 2021 at 6:00 P.M. via Zoom to discuss the proposed citing of a Marijuana Product Manufacturing Facility.

DMC intends to apply for a license to operate as a Marijuana Product Manufacturer to be located at 584 Meadow St. Ext., Agawam, MA 01001 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Topics to be discussed at the meeting will include, but not be limited to:

1. The type of Adult-Use Marijuana Establishment to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions in advance and receive answers from DMC's representatives about the proposed facility and operations. A question and answer session will also take place after the presentation.

To join the zoom meeting simply type the link below into any web browser:

<http://bit.ly/2ZCLRxQ>

For those who have the Zoom app click the Join button on the home page and type in the meeting ID number:

Meeting ID: 823 1153 4700

Meeting materials will be posted at <http://bit.ly/3dntnti> no later than 24 hours in advance of the scheduled meeting.

Sincerely,  
John Hanmer  
COO – DMC  
[johnh@dmcmass.com](mailto:johnh@dmcmass.com)

AgawamAbutters

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N13 8 5			WESTFIELD	MA	1085	1 13 SOUTH BRIDGE DR
N12 3 1			AGAWAM	MA	01001-2710	26 STERLING RD

Number of attendees: 4

Link to audio for outreach meeting: <https://bit.ly/3dntnti>

## Permission to hold virtual outreach meeting

**From:** Mayor William Sapelli  
**Sent:** Wednesday, February 10, 2021 1:54 PM  
**To:** Stephen Buoniconti  
**Subject:** Permission for holding the virtual community outreach meeting

To whom it may concern:

Please treat this email as notice that a virtual meeting is acceptable to the Town of Agawam for a community outreach meeting involving a recreational marijuana manufacturing license in Agawam to be operated by Debilitating Medical Condition Treatment Centers, Inc.

It is the Town's understanding that the Cannabis Control Commission application for a manufacturing license requires an outreach meeting to be held in the host community. Because of the COVID-19 pandemic and the declared state of emergency by the Governor Baker, a virtual meeting held on a Zoom platform or other internet site that allows for public participation is acceptable from the Town's position.

William P. Sapelli,  
Mayor, Town of Agawam

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## **Positive Impact Plan**

### **Program Summary**

Debilitating Medical Condition Treatment Centers, Inc. (“DMC”) will partner with Greenfield Community College (“GCC”) to provide job and skills training related to the cannabis industry to past or present residents of Greenfield, an area identified in CCC Guidance documents as one of 29 Areas of Disproportionate Impact (“ADI”).

DMC employs a model that provides 1) career education and experience through paid work and industry readiness programs 2) use of mentors to facilitate the ongoing positive development of disproportionately impacted individuals 3) relationships with local educators to facilitate industry preparedness. Performance measures will be based on the number of courses that integrate the cannabis industry and the number of individuals that complete programs associated with career readiness in the cannabis industry.

### **Plan Elements**

1. **Goal:** Hire 25% of its staff who are past or present residents of Greenfield and/or other ADI.
2. **Program:** In an effort to meet the aforementioned goal, DMC shall implement the following programs and practices
  - Hold one jobs training Program with Greenfield Community College per academic year in which DMC and GCC jointly provide knowledge, information, and practical skills about the cannabis industry specifically for past and present residents of Greenfield and other ADI
  - Post monthly advertisements in the local newspapers, stating that the establishment is specifically looking for past and present residents of Greenfield and other ADI for employment for three months following the GCC Program
3. **Measurements:** Each year, prior to license renewal, DMC will review the following criteria in an effort to measure the success of its Plan to Positively Affect Areas of Disproportionate Impact:
  - Identify the number of individuals participating in its Programs with GCC
  - Identify the number of events it has held with GCC through the Program
  - Identify the number of training hours provided to participants of the Program and
  - Identify the percent of its staff who are past or present residents of Greenfield and other ADI

DMC’s partnership with Greenfield Community College will focus on GCC’s farm and food systems curriculum, and GCC’s plant and soil science curriculum. GCC summarizes its Farm and Food curriculum as follows:

Farm and food systems explores the broad field of sustainable farming and food systems. It provides students with an interdisciplinary understanding of the ecological, economic, political, and social systems as they relate to food and farming. Through additional

applied courses and internships, students learn hands-on skills such as food cultivation, preservation, processing, techniques for propagation, and season-extension, and design of annual and perennial production systems. Students engage in community partnerships and participate in bioregional efforts to support food security, local economies, and planning for resiliency. Relevant courses in this area of study include:

AGR 117 Greenhouse Production and Management  
AGR 293/294 Internship in Agriculture  
AGR 295/296 Directed Study in Agriculture  
BUS 114 Farm and Food Entrepreneurship

GCC's plant and soil science curriculum aims to provide a background in both subjects with a course specifically dedicated to soil science. DMC's cultivation operations are uniquely geared to augment GCC's curriculum by providing students direct experience at its cultivation site and collaborating with educators to include cannabis cultivation practices in their curriculum. In this way students will develop skills needed to enter the general agricultural field and the rapidly growing cannabis industry.

DMC will work with GCC educators to add cannabis cultivation components to their existing Farm and Food Systems program, and their Plant and Soil Science program. These components will likely be add-ons to existing classes, and highlight differences between cannabis cultivation and traditional food cultivation.

DMC affirmatively states that it: (1) has confirmed that the above mentioned organizations have (or will) accept donations from DMC; (2) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.





## Greenfield Community College Foundation

1 College Drive • Greenfield MA 01301 • (413) 775-1600 • [www.gcc.mass.edu/foundation](http://www.gcc.mass.edu/foundation)

January 26, 2021

To the Massachusetts Cannabis Control Commission:

On behalf of Greenfield Community College Foundation, Inc., a Massachusetts nonprofit corporation, we are happy to accept donations from Debilitating Medical Condition Treatment Centers, Inc. ("DMCTC"), a Massachusetts corporation. We look forward to collaborating with DMCTC to support job training for the cannabis industry for Greenfield Community College ("GCC") students, for Franklin County residents, and for the Commonwealth.

Greenfield Community College Foundation supports the College by raising funds, developing resources and building philanthropic and community relationships to enhance programs and initiatives that create opportunities for students, faculty and staff and advance the College's mission and reputation in the local and global community.

DMCTC is a provisionally-licensed, vertically integrated cannabis company based in Massachusetts with operations in Franklin County. DMCTC is actively recruiting team members from the Greenfield community to join its growing team.

The cannabis industry is one of the nation's fastest growing sectors and provides attractive employment opportunities for GCC's students, especially those participating in GCC's existing course offerings in Farm and Food Systems, Soil and Soil Sciences.

As a community, Greenfield has been identified by the Cannabis Control Commission as one of the state's Areas of Disproportionate Impact ("ADI"), and DMCTC is acting on its belief that it is especially important to provide job training and employment recruitment for ADI community members.

Specifically, DMCTC's donations will go towards programming areas related to educating Greenfield Community College students and the greater Greenfield-area community about the cannabis industry and employment opportunities. Many hands make light work, and we welcome organizations like DMCTC who share GCC Foundation's mission to develop resources and build philanthropic and community relationships to enhance programs and initiatives that create opportunities for students, faculty and staff and advance the College's mission and reputation in the local and global community.

Thank you and please don't hesitate to call me at 413-775-1426 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Regina E. Curtis". The signature is written in a cursive, flowing style.

Regina E. Curtis  
Executive Director of Institutional Advancement  
Greenfield Community College



**BYLAWS**  
**OF**  
**DEBILITATING MEDICAL CONDITION TREATMENT CENTERS, INC.**

**SECTION 1**

**Articles of Organization**

The name of the corporation shall be as set forth in the articles of organization. These bylaws, the powers of the corporation and of its directors and shareholders, and all matters concerning the conduct and regulation of the business of the corporation shall be subject to the articles of organization. All references in these bylaws to the articles of organization shall mean the articles of organization of the corporation, as from time to time in effect. All references in these bylaws to the Massachusetts Business Corporation Act shall mean Massachusetts General Laws Chapter 156D, as from time to time in effect.

**SECTION 2**

**Shareholders**

2.1 **Annual Meeting**

The annual meeting of the shareholders shall be held on the third Tuesday of March if it is not a legal holiday, and if it is a legal holiday, then on the next succeeding day not a legal holiday, at the hour stated in the written notice of such meeting, or on such other date as may be determined by the board of directors. Except as otherwise may be provided in the articles of organization, purposes for which an annual meeting is to be held, in addition to the election of directors, may be specified by the board of directors or by the President and stated in the notice of the meeting.

2.2 **Special Meetings**

Special meetings of the shareholders may be called by the President or the board of directors. A special meeting of the shareholders shall be called by the Secretary, or in the case of the death, absence, incapacity or refusal of the Secretary, by any other officer, if the holders of at least 10 percent of the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date and deliver to the Secretary one or more demands for the meeting describing the purpose for which it is to be held. Such call shall state the date, time, place and purposes of the meeting.

2.3 **Place of Meetings; Remote Participation**

All meetings of the shareholders shall be at the principal office of the corporation or at such other place as the board of directors, the President or the person or persons calling

the meeting may determine. If authorized by the directors, any meeting of shareholders need not be held at any place but instead may be held solely by remote communication. Shareholders and proxyholders not physically present at a meeting of shareholders may participate in a meeting of shareholders, be deemed present in person and vote at a meeting of shareholders, by means of remote communication, subject to such guidelines and procedures as the board of directors may adopt. Such guidelines and procedures shall include reasonable measures (a) to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder, and (b) to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings. If any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, the corporation shall maintain a record of such vote or other action.

#### 2.4 Notice of Shareholder Meetings

A written notice of each meeting of shareholders, stating the place, day and hour of such meeting and the purposes for which the meeting is called, shall be given by the Secretary, Assistant Secretary, President or such person designated by the board of directors, at least seven and no more than 60 days before the meeting, to each shareholder entitled to such notice. A shareholder may waive any notice required by the Massachusetts Business Corporation Act, the articles of organization or the bylaws before or after the date and time stated in the notice. The waiver shall be in writing, signed by the shareholder entitled to the notice and delivered to the corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A shareholder's attendance at a meeting waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

#### 2.5 Action at Meeting

Unless otherwise provided by the Massachusetts Business Corporation Act, the articles of organization or these bylaws, at any meeting of the shareholders, a majority of the votes entitled to be cast upon a matter by a voting group at the meeting shall constitute a quorum of that voting group for action on that matter, but a lesser interest may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless: (a) the shareholder attends solely to object to lack of notice, defective notice, or the conduct of the meeting on other grounds, and does not vote the shares or otherwise consent that they are to be deemed present; or (b) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting. Unless otherwise required by Massachusetts Business Corporation Act, the articles of

organization or these bylaws, if a quorum of a voting group exists, (x) favorable action on a matter, other than the election of directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, and (y) directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at the meeting.

## 2.6 Voting and Proxies

Unless otherwise provided in the articles of organization, each share shall have one vote on any matter to be considered at the meeting. Shareholders may vote either in person or by proxy, which shall be filed with the Secretary or Temporary Secretary at the meeting, or any adjournment of the meeting, before being voted. Unless otherwise provided in the appointment form, a proxy is valid for 11 months from the date the shareholder signed the form, or if it is undated, from the date of its receipt by the officer or agent of the corporation. Such proxy shall entitle the holder thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment of such meeting.

## 2.7 Action By Consent; Electronic Transmission

- a. Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the action is taken either by all shareholders entitled to vote on the action, or to the extent permitted by the articles of organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the dates of the signatures of such shareholders, and are delivered to the corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the corporation. Such consents shall be treated as a vote of shareholders for all purposes. If the shareholders take action by written consent, the corporation shall give such notice of the action to shareholders who have not signed such consent as is required by the Massachusetts Business Corporation Act.
- b. Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed if it consists of an electronic transmission that sets forth or is delivered with information from which the corporation can determine (1) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (2) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered the date on which it was signed. The electronic transmission shall be considered received by the corporation if it has been sent to any address specified by the corporation for that purpose or, if no address has been specified, to the principal office of the corporation, addressed to the

Secretary or other officer or agent having custody of the records of proceedings of shareholders.

### **SECTION 3**

#### **Directors**

##### **3.1 Number and Election**

The corporation shall have a board of directors consisting of one or more individuals. The board of directors shall be elected by such shareholders as have the right to vote at the annual meeting of the shareholders or at a special meeting held in place thereof. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election. Subject to any minimum number of directors required by the Massachusetts Business Corporation Act, the number of directors shall be fixed by vote at the meeting at which they are elected, but the shareholders, at any special meeting held for the purpose, or a majority of the directors then in office, may increase the number of directors as thus fixed and elect new directors to complete the number so fixed, and the shareholders, at any such special meeting, may decrease the number of directors as thus fixed and remove directors to reduce the number of directors to the number so fixed. Subject to the articles of organization and these bylaws, each director shall hold office until the next annual meeting and until his or her successor is elected and qualified.

##### **3.2 Resignation, Removal and Vacancy**

A director may resign at any time by delivering written notice of resignation to the board of directors, its chairman or the corporation. Except as otherwise provided by the Massachusetts Business Corporation Act, the articles of organization or these bylaws: (a) the shareholders may remove one or more directors with or without cause, (b) the directors may remove a director for cause by vote of a majority of the directors then in office, and (c) the shareholders or board of directors may fill any vacancy, or if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

##### **3.3 Powers of Directors**

Subject to law and the articles of organization, all corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors.

##### **3.4 Regular Meetings**

Regular meetings of the board of directors may be held without call or formal notice at such places and at such times as the board may by vote from time to time determine. A regular meeting of the board of directors may be held without call or formal notice

immediately after and at the same place as the annual meeting of the shareholders, or the special meeting of the shareholders held in place of such annual meeting.

3.5 Special Meetings

Special meetings of the board of directors may be held at any time and at any place when called by the President, Treasurer or two or more directors, or the sole director if there is only one director. Notice of such meeting shall be given to each director by the Secretary or, if there is no Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by the officer or directors calling the meeting. Such notice (a) must be given at least two days prior to the date of the special meeting, and (b) need not describe the purpose of the meeting unless otherwise required by the articles of organization or these bylaws.

3.6 Waiver of Notice

A director may waive notice of any directors' meeting before or after the date of the meeting. The waiver shall be in writing, signed by the director entitled to the notice, or in the form of an electronic transmission by the director to the corporation, and filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to such director of the meeting unless the director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

3.7 Quorum and Voting

A majority of the directors then in office shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the board of directors, unless the vote of a greater number of directors is required by the articles of organization or these bylaws.

3.8 Action By Consent

Any action by the board of directors may be taken without a meeting by unanimous consent by the directors and filed with the records of the directors' meetings. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each director, or delivered to the corporation by electronic transmission, to the address specified by the corporation for the purpose or, if no address has been specified, to the principal office of the corporation, addressed to the Secretary or other officer having custody of the records of proceedings of directors. Such consent shall be treated as a vote of the board of directors for all purposes.

### 3.9 Remote Participation

Members of the board of directors or any committee designated by the board of directors may participate in a meeting of the board or such committee, or conduct any such meeting, through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

### 3.10 Committees

Except as otherwise provided in the articles of organization, the board of directors may, by vote of a majority of the directors, appoint from its own number a committee or committees, consisting of one or more members who shall serve at the pleasure of the board of directors, and which may exercise such authority of the board of directors as is delegated by the board, except for those powers which, pursuant to the Massachusetts Business Corporation Act, may not be delegated to any such committee. Subject to the Massachusetts Business Corporation Act, the provisions of such Act and these bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members.

## **SECTION 4**

### **Officers**

#### 4.1 Identity, Election and Appointment of Officers

The officers of the corporation shall consist of a President, Treasurer and Secretary, who shall be elected by the board of directors, and such other officers as the board of directors may appoint.

#### 4.2 Duties and Powers; Qualification and Tenure

Subject to these bylaws, each officer shall have, in addition to the duties and powers specifically set forth in these bylaws, such duties and powers as are customarily incident to his or her office and such duties and powers as the board of directors may from time to time designate. Any officer may, but need not, be a shareholder or director. Any two or more offices may be held by the same person. Any officer may be required by the board of directors to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the board of directors may determine. Except as otherwise provided by law, the articles of organization, these bylaws or the directors' resolution electing or appointing such officer, the President, Treasurer and Secretary shall hold office until the first meeting of the board of directors following the annual meeting of shareholders and thereafter until his or her successor is elected and qualified, and all other officers shall hold office until the respective successor of each is elected and qualified.

#### 4.3 President

The President shall be the chief executive officer of the corporation and shall, subject to the direction of the board of directors, have general supervision and control of its business. Unless otherwise provided by the board of directors, the President shall preside, if present, at all meetings of shareholders and of the board of directors.

#### 4.4 Treasurer

The Treasurer, subject to the direction and under the supervision of the board of directors, shall have general charge of the financial concerns of the corporation and the care and custody of the funds and valuable papers of the corporation, except his or her own bond. The Treasurer shall keep, or cause to be kept, accurate books of account, which shall be the property of the corporation.

#### 4.5 Secretary

The Secretary shall keep a record of the meetings of shareholders, the board of directors and any executive and other committees. In the absence of the Secretary from any such meetings, an Assistant Secretary, if one has been elected, otherwise a Temporary Secretary, designated by the person presiding at the meeting, shall perform the duties of the Secretary.

#### 4.6 Removal and Vacancies

The board of directors may remove any officer at any time with or without cause, and may fill any vacancy in any office.

### **SECTION 5**

#### **Capital Shares**

##### 5.1 Share Certificates

Each shareholder shall be entitled to a share certificate in such form as is prescribed by law and approved from time to time by the board of directors. The certificates shall be signed by the President or any Vice-President and by the Treasurer or any Assistant Treasurer. Such signatures may be facsimiles. If any officer who has signed or whose facsimile signature has been placed on such certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

##### 5.2 Transfer of Shares

Subject to restrictions, if any, imposed by the articles of organization, title to a share certificate and to the shares represented thereby shall be transferred only by delivery of



the certificate properly endorsed, or by delivery of the certificate accompanied by a written assignment of shares represented by such certificate, or a written power of attorney to sell, assign or transfer the certificate or the shares represented thereby, properly executed. The person registered in the records of the corporation as the owner of shares shall have the exclusive right to receive dividends thereon and to vote thereon as such owner, shall be held liable for such calls and assessments, if any, as may lawfully be made thereon and, except only as may be required by law, may in all respects, be treated by the corporation as the exclusive owner thereof unless and to the extent that the corporation has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the corporation as the shareholder.

### 5.3 Transfer Records

Unless a transfer agent is appointed, the Secretary shall keep or cause to be kept, at the principal office of the corporation or at the office of the Secretary, the share and transfer records of the corporation, in which are contained the names of all shareholders and the record address and the amount of shares held by each. The transfer records of the shares of the corporation may be closed for such period from time to time in anticipation of shareholders' meetings or the declaration or payment of dividends as the board of directors may determine.

### 5.4 Lost or Destroyed Certificates

In case of the alleged loss, destruction or mutilation of a share certificate, a new share certificate may be issued in place of the lost, destroyed or mutilated certificate upon such terms as the board of directors may determine.

## **SECTION 6**

### **Fiscal Year**

Except as from time to time otherwise determined by the board of directors, the fiscal year of the corporation shall end on December 31.

## **SECTION 7**

### **Indemnification**

The corporation shall indemnify and hold harmless each present or former director or officer of the corporation to the fullest extent permitted by law, subject to such determination as the law may require that indemnification is permissible, for any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, and whether formal or informal ("Proceeding"), against such director or officer in his or her capacity as such or in his or



her capacity as a director, officer, partner, trustee, manager, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, limited liability company, employee benefit plan or other entity, if the corporation requested him or her to so serve. A director or officer is considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. The corporation may, before final disposition of any Proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a Proceeding to the extent permitted by law. Nothing in this Section shall affect any rights to indemnification to which any person may be entitled by contract or otherwise under law. No amendment or repeal of any provision of this Section shall adversely affect the right of a person to indemnification under this Section with respect to his or her acts or omissions that occurred at any time prior to such amendment or repeal.

## **SECTION 8**

### **Other Provisions**

#### **8.1    Notices**

Notices to or from any shareholder, director, officer or the corporation may be given in any manner permitted under the Massachusetts Business Corporation Act.

#### **8.2    Voting of Securities**

Except as the board of directors may otherwise designate, the President may waive notice of, or vote for this corporation or appoint any person or persons to act as proxy or attorney in fact for this corporation with or without power of substitution at, any meeting of shareholders of any other corporation or organization, the securities of which may be held by this corporation.

## **SECTION 9**

### **Transfer of Common Shares**

#### **9.1    Voluntary Transfers**

No shareholder and no transferee of such shareholder's shares may sell, assign, transfer, exchange, encumber or otherwise dispose of any shares or any interest therein now held or hereafter acquired by such shareholder or transferee without first giving written notice thereof to the corporation identifying the proposed transaction, and offering such shares to the corporation for the purchase by it as hereinafter provided. Within 30 days after receipt of the notice, the corporation may elect to purchase any or all of the shares so offered upon the price per share and terms of any bona fide offer by any proposed

transferee, or, at the corporation's election, the price and terms specified in Sections 9.6 and 9.7 of this Section. If the corporation does not elect so to do, such shares may be transferred within 60 days after the expiration of such 30-day period to the proposed transferee upon the price and terms specified in the notice, provided that such transferee shall be subject to the provisions of this Section.

9.2 Approval of Transfer

Unless any transferee has been approved in writing to be a voting shareholder by the Class A common shareholders, other than the shareholder whose shares are to be transferred, any Class A common shares so transferred shall be converted into the same number of shares of Class B nonvoting common shares.

9.3 Death of a Shareholder

In the event of the death of a shareholder, such shareholder's personal representative shall, within 90 days after the date of the death, give written notice to the corporation offering to it for purchase as hereinafter provided all of the shares owned by such shareholder. Within 30 days after receipt of the notice, the corporation may elect to purchase all of the shares so offered and if it does not do so, such shares may be retained by the estate of such shareholder, or by transferees of such estate, subject to all other provisions of this Section including Section 9.2 (Approval of Transfer).

9.4 Transfers by Operation of Law; Disapproval by Licensing Agency

In the event that a shareholder (a) files a voluntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver or makes an assignment for the benefit of creditors, (b) is subject involuntarily to such a petition or assignment or to any attachment or other legal or equitable proceeding with respect to such shareholder's shares and such involuntary petition, assignment, attachment, or other proceeding is not discharged within 30 days after its date, (c) is subject to a transfer of such shareholder's shares by any other operation of law, including, but not limited to, shares transferred pursuant to a decree of divorce or marital separation agreement, or (d) is disapproved by any governmental agency, whose approval of such shareholder is required in connection with any license or permit needed by the corporation, the corporation shall have the right to purchase all of the shares which are owned by such shareholder. Failure of the corporation to elect to purchase such shares under this paragraph shall not affect its right to purchase the same shares under this Section in the event of a proposed sale, assignment, transfer, pledge, or other disposition by or to any receiver, petitioner, assignee, transferee or other person obtaining an interest in such shares.

9.5 Transfers in Violation of this Section

If any transfer of shares is made or attempted contrary to the provisions of this Section, including the transfer of shares that are not offered to the corporation as required by this Section, the corporation shall have the right to purchase such shares from the owner

thereof or any transferee at any time before or after the transfer, as hereinafter provided. In addition to any other legal or equitable remedies which it may have, the corporation may enforce its rights by actions for specific performance (to the extent permitted by law) and may refuse to recognize any transferee as one of its shareholders for any purpose, including, without limitation, for purposes of dividend and voting rights, until all applicable provisions of this Section have been complied with.

#### 9.6 Purchase Price

Except as otherwise provided in Section 9.1, the purchase price of any share transferred or to be transferred under this Section shall be the fair market value per share of the issued and outstanding shares of the corporation. Notwithstanding the foregoing sentence, the shareholder whose shares are being purchased may require, by delivering a written request therefore to the corporation within 30 days after the date of the corporation's election to purchase, that the corporation appoint an appraiser, the shareholder whose shares are being purchased (or such shareholder's legally appointed representative) appoint a second appraiser, and the two appraisers so appointed appoint a third appraiser. The appraisers shall proceed by majority vote to determine the value of the share as of a convenient date selected by them, and such determination shall be final and binding upon all interested persons. The appraisers shall promptly notify in writing the corporation, the shareholder whose shares are being purchased, or such shareholder's representative, and any other interested persons known to the appraisers, of the appraisers' final determination of value. The parties shall each bear the fees and expenses of the appraiser appointed by or for each of them, and the fees and expenses of the third appraiser shall be borne one-half by the corporation and one-half by the shareholder or such shareholder's representative.

#### 9.7 Payment of the Purchase Price

Payment of any portion of the purchase price may be deferred at the option of either the transferor or the transferee. The deferred portion of the price shall be evidenced by the promissory note of the purchasing party made payable to the order of the selling party. Such note shall bear simple interest at a rate equal to the Prime Interest Rate published in the Wall Street Journal, and shall be payable to the selling party in equal quarterly installments of principal and interest over a term of five (5) years commencing three (3) months from the date of delivery of such note.

#### 9.8 Waiver

The Class A common shareholders of the corporation may in any instance unanimously waive the provisions of this Section 9.

## **SECTION 10**

### **Amendments**

These bylaws may be amended or repealed by the shareholders. If authorized by the articles of organization, the board of directors may also make, amend or repeal the bylaws in whole or in part, except with respect to this Section and any provision of these bylaws which, by an express provision in the Massachusetts Business Corporation Act, the articles of organization or these bylaws, requires action by the shareholders. Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the board of directors of any bylaw, notice stating the substance of the action taken by the board of directors shall be given to all shareholders entitled to vote on amending the bylaws. Any action taken by the board of directors with respect to the bylaws may be amended or repealed by the shareholders.

2990414v2

DEBILITATING MEDICAL CONDITION TREATMENT CENTERS, INC.

Consent of Directors

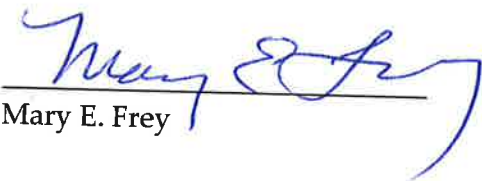
The undersigned, being all the Directors of Debilitating Medical Condition Treatment Centers, Inc., a Massachusetts non-profit corporation (the "Corporation"), pursuant to Massachusetts General Laws Chapter 180, hereby consent to the following vote:

VOTED: To approve and adopt a Plan of Conversion in the form attached to this Consent, and that the President and each other officer, acting singly, is hereby authorized to execute such documents, and to take any other actions, as any such officer deems necessary or appropriate to effectuate such Plan.

Date: 11/13/18, 2018

  
Heriberto Flores

  
Tonia Butler Perez

  
Mary E. Frey

## PLAN OF CONVERSION

### DEBILITATING MEDICAL CONDITION TREATMENT CENTERS, INC.

1. Pursuant to Chapter 55, Section 72 of the Acts of 2017 and therefor M.G.L. Chapter 156D, Section 9.30, Debilitating Medical Condition Treatment Centers, Inc., a Massachusetts nonprofit corporation ("DMC") shall become a Massachusetts business corporation, effective upon the filing of Articles of Entity Conversion of a Domestic Non-Profit with a Pending, Provisional or Final Certification to Dispense Medical Use Marijuana to a Domestic Profit Corporation (the "Articles of Conversion") with the Secretary of the Commonwealth, Corporations Division (the "Effective Time").
2. At the Effective Time: (a) the Articles of Organization of DMC shall be amended and restated in their entirety as set forth in the Articles of Conversion to be filed with the Secretary of the Commonwealth, which shall be substantially in the form attached hereto as Attachment A, (b) the bylaws of DMC shall be amended and restated in their entirety to be the bylaws attached hereto as Attachment B, and (c) the directors and officers of DMC at the Effective Time shall remain as the directors and officers of DMC.
3. After the Effective Time, the board of directors of DMC shall have the authority, consistent with M.G.L. Chapter 156D, to issue shares of DMC.
4. This plan of conversion may be amended before the filing of Articles of Conversion, except as provided in M.G.L. Chapter 156D, Section 9.30 (d).

D

# 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 Non-Profit with a Pending Provisional or Final Certification to Dispense Medical Use Marijuana to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUST BE TYPED

- (1) Exact name of the non-profit: Debilitating Medical Condition Treatment Centers, Inc.
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:  
Debilitating Medical Condition Treatment Centers, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the law.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

### ARTICLE I

The exact name of the corporation upon conversion is:

Debilitating Medical Condition Treatment Centers, Inc.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:\*

### ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Class A common	137,500			
Class B common	137,500			

### ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

The Class A common shares and Class B common shares shall be identical in every respect except that Class B common shares shall have no voting rights except as required by law.

### ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

None

### ARTICLE VI

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

See Attached Other Lawful Provisions

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



## ARTICLE VII

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

## ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
11-13 Hampden Street, Springfield, MA 01103
- b. The name of its initial registered agent at its registered office:  
Heriberto Flores
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Heriberto Flores

Treasurer: Mary E. Frey

Secretary: Tonia Butler Perez

Director(s): Heriberto Flores  
Mary E. Frey  
Tonia Butler Perez

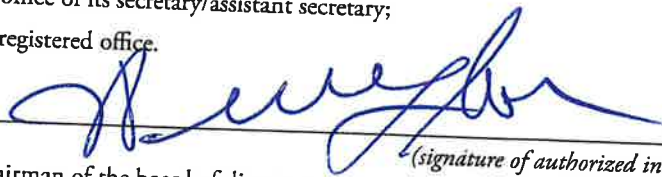
- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
The promotion and support of activities for the effective treatment of debilitating medical conditions
- f. The street address of the principal office of the corporation:  
11-13 Hampden Street, Springfield, MA 01103
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

11-13 Hampden Street, Springfield, MA 01103

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

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

Signed by:



(signature of authorized individual)

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

on this 17th day of November, 2018

COMMONWEALTH OF MASSACHUSETTS

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

**Articles of Entity Conversion of a  
Domestic Non-Profit with a Pending Provisional or  
Final Certification to Dispense Medical Use Marijuana  
to a Domestic Business Corporation**  
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

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 \$\_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
time

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

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

\_\_\_\_\_  
Examiner

\_\_\_\_\_  
Name approval

\_\_\_\_\_  
C

\_\_\_\_\_  
M

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION  
Contact Information:

\_\_\_\_\_  
David A. Parke, Esq.

\_\_\_\_\_  
Bulkley, Richardson and Gelinas, LLP

\_\_\_\_\_  
1500 Main Street, Suite 2700, Springfield, MA 01115

Telephone: 413-272-6257

Email: [daparke@bulkley.com](mailto:daparke@bulkley.com)

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://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.

**BYLAWS**  
**OF**  
**DEBILITATING MEDICAL CONDITION TREATMENT CENTERS, INC.**

**SECTION 1**

**Articles of Organization**

The name of the corporation shall be as set forth in the articles of organization. These bylaws, the powers of the corporation and of its directors and shareholders, and all matters concerning the conduct and regulation of the business of the corporation shall be subject to the articles of organization. All references in these bylaws to the articles of organization shall mean the articles of organization of the corporation, as from time to time in effect. All references in these bylaws to the Massachusetts Business Corporation Act shall mean Massachusetts General Laws Chapter 156D, as from time to time in effect.

**SECTION 2**

**Shareholders**

2.1 **Annual Meeting**

The annual meeting of the shareholders shall be held on the third Tuesday of March if it is not a legal holiday, and if it is a legal holiday, then on the next succeeding day not a legal holiday, at the hour stated in the written notice of such meeting, or on such other date as may be determined by the board of directors. Except as otherwise may be provided in the articles of organization, purposes for which an annual meeting is to be held, in addition to the election of directors, may be specified by the board of directors or by the President and stated in the notice of the meeting.

2.2 **Special Meetings**

Special meetings of the shareholders may be called by the President or the board of directors. A special meeting of the shareholders shall be called by the Secretary, or in the case of the death, absence, incapacity or refusal of the Secretary, by any other officer, if the holders of at least 10 percent of the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date and deliver to the Secretary one or more demands for the meeting describing the purpose for which it is to be held. Such call shall state the date, time, place and purposes of the meeting.

2.3 **Place of Meetings; Remote Participation**

All meetings of the shareholders shall be at the principal office of the corporation or at such other place as the board of directors, the President or the person or persons calling

the meeting may determine. If authorized by the directors, any meeting of shareholders need not be held at any place but instead may be held solely by remote communication. Shareholders and proxyholders not physically present at a meeting of shareholders may participate in a meeting of shareholders, be deemed present in person and vote at a meeting of shareholders, by means of remote communication, subject to such guidelines and procedures as the board of directors may adopt. Such guidelines and procedures shall include reasonable measures (a) to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder, and (b) to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings. If any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, the corporation shall maintain a record of such vote or other action.

#### 2.4 Notice of Shareholder Meetings

A written notice of each meeting of shareholders, stating the place, day and hour of such meeting and the purposes for which the meeting is called, shall be given by the Secretary, Assistant Secretary, President or such person designated by the board of directors, at least seven and no more than 60 days before the meeting, to each shareholder entitled to such notice. A shareholder may waive any notice required by the Massachusetts Business Corporation Act, the articles of organization or the bylaws before or after the date and time stated in the notice. The waiver shall be in writing, signed by the shareholder entitled to the notice and delivered to the corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A shareholder's attendance at a meeting waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

#### 2.5 Action at Meeting

Unless otherwise provided by the Massachusetts Business Corporation Act, the articles of organization or these bylaws, at any meeting of the shareholders, a majority of the votes entitled to be cast upon a matter by a voting group at the meeting shall constitute a quorum of that voting group for action on that matter, but a lesser interest may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless: (a) the shareholder attends solely to object to lack of notice, defective notice, or the conduct of the meeting on other grounds, and does not vote the shares or otherwise consent that they are to be deemed present; or (b) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting. Unless otherwise required by Massachusetts Business Corporation Act, the articles of

organization or these bylaws, if a quorum of a voting group exists, (x) favorable action on a matter, other than the election of directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, and (y) directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at the meeting.

## 2.6 Voting and Proxies

Unless otherwise provided in the articles of organization, each share shall have one vote on any matter to be considered at the meeting. Shareholders may vote either in person or by proxy, which shall be filed with the Secretary or Temporary Secretary at the meeting, or any adjournment of the meeting, before being voted. Unless otherwise provided in the appointment form, a proxy is valid for 11 months from the date the shareholder signed the form, or if it is undated, from the date of its receipt by the officer or agent of the corporation. Such proxy shall entitle the holder thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment of such meeting.

## 2.7 Action By Consent; Electronic Transmission

- a. Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the action is taken either by all shareholders entitled to vote on the action, or to the extent permitted by the articles of organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the dates of the signatures of such shareholders, and are delivered to the corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the corporation. Such consents shall be treated as a vote of shareholders for all purposes. If the shareholders take action by written consent, the corporation shall give such notice of the action to shareholders who have not signed such consent as is required by the Massachusetts Business Corporation Act.
- b. Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed if it consists of an electronic transmission that sets forth or is delivered with information from which the corporation can determine (1) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (2) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered the date on which it was signed. The electronic transmission shall be considered received by the corporation if it has been sent to any address specified by the corporation for that purpose or, if no address has been specified, to the principal office of the corporation, addressed to the

Secretary or other officer or agent having custody of the records of proceedings of shareholders.

### **SECTION 3**

#### **Directors**

##### **3.1 Number and Election**

The corporation shall have a board of directors consisting of one or more individuals. The board of directors shall be elected by such shareholders as have the right to vote at the annual meeting of the shareholders or at a special meeting held in place thereof. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election. Subject to any minimum number of directors required by the Massachusetts Business Corporation Act, the number of directors shall be fixed by vote at the meeting at which they are elected, but the shareholders, at any special meeting held for the purpose, or a majority of the directors then in office, may increase the number of directors as thus fixed and elect new directors to complete the number so fixed, and the shareholders, at any such special meeting, may decrease the number of directors as thus fixed and remove directors to reduce the number of directors to the number so fixed. Subject to the articles of organization and these bylaws, each director shall hold office until the next annual meeting and until his or her successor is elected and qualified.

##### **3.2 Resignation, Removal and Vacancy**

A director may resign at any time by delivering written notice of resignation to the board of directors, its chairman or the corporation. Except as otherwise provided by the Massachusetts Business Corporation Act, the articles of organization or these bylaws: (a) the shareholders may remove one or more directors with or without cause, (b) the directors may remove a director for cause by vote of a majority of the directors then in office, and (c) the shareholders or board of directors may fill any vacancy, or if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

##### **3.3 Powers of Directors**

Subject to law and the articles of organization, all corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors.

##### **3.4 Regular Meetings**

Regular meetings of the board of directors may be held without call or formal notice at such places and at such times as the board may by vote from time to time determine. A regular meeting of the board of directors may be held without call or formal notice



immediately after and at the same place as the annual meeting of the shareholders, or the special meeting of the shareholders held in place of such annual meeting.

### 3.5 Special Meetings

Special meetings of the board of directors may be held at any time and at any place when called by the President, Treasurer or two or more directors, or the sole director if there is only one director. Notice of such meeting shall be given to each director by the Secretary or, if there is no Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by the officer or directors calling the meeting. Such notice (a) must be given at least two days prior to the date of the special meeting, and (b) need not describe the purpose of the meeting unless otherwise required by the articles of organization or these bylaws.

### 3.6 Waiver of Notice

A director may waive notice of any directors' meeting before or after the date of the meeting. The waiver shall be in writing, signed by the director entitled to the notice, or in the form of an electronic transmission by the director to the corporation, and filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to such director of the meeting unless the director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

### 3.7 Quorum and Voting

A majority of the directors then in office shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the board of directors, unless the vote of a greater number of directors is required by the articles of organization or these bylaws.

### 3.8 Action By Consent

Any action by the board of directors may be taken without a meeting by unanimous consent by the directors and filed with the records of the directors' meetings. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each director, or delivered to the corporation by electronic transmission, to the address specified by the corporation for the purpose or, if no address has been specified, to the principal office of the corporation, addressed to the Secretary or other officer having custody of the records of proceedings of directors. Such consent shall be treated as a vote of the board of directors for all purposes.

### 3.9 Remote Participation

Members of the board of directors or any committee designated by the board of directors may participate in a meeting of the board or such committee, or conduct any such meeting, through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

### 3.10 Committees

Except as otherwise provided in the articles of organization, the board of directors may, by vote of a majority of the directors, appoint from its own number a committee or committees, consisting of one or more members who shall serve at the pleasure of the board of directors, and which may exercise such authority of the board of directors as is delegated by the board, except for those powers which, pursuant to the Massachusetts Business Corporation Act, may not be delegated to any such committee. Subject to the Massachusetts Business Corporation Act, the provisions of such Act and these bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members.

## **SECTION 4**

### **Officers**

#### 4.1 Identity, Election and Appointment of Officers

The officers of the corporation shall consist of a President, Treasurer and Secretary, who shall be elected by the board of directors, and such other officers as the board of directors may appoint.

#### 4.2 Duties and Powers; Qualification and Tenure

Subject to these bylaws, each officer shall have, in addition to the duties and powers specifically set forth in these bylaws, such duties and powers as are customarily incident to his or her office and such duties and powers as the board of directors may from time to time designate. Any officer may, but need not, be a shareholder or director. Any two or more offices may be held by the same person. Any officer may be required by the board of directors to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the board of directors may determine. Except as otherwise provided by law, the articles of organization, these bylaws or the directors' resolution electing or appointing such officer, the President, Treasurer and Secretary shall hold office until the first meeting of the board of directors following the annual meeting of shareholders and thereafter until his or her successor is elected and qualified, and all other officers shall hold office until the respective successor of each is elected and qualified.



#### 4.3 President

The President shall be the chief executive officer of the corporation and shall, subject to the direction of the board of directors, have general supervision and control of its business. Unless otherwise provided by the board of directors, the President shall preside, if present, at all meetings of shareholders and of the board of directors.

#### 4.4 Treasurer

The Treasurer, subject to the direction and under the supervision of the board of directors, shall have general charge of the financial concerns of the corporation and the care and custody of the funds and valuable papers of the corporation, except his or her own bond. The Treasurer shall keep, or cause to be kept, accurate books of account, which shall be the property of the corporation.

#### 4.5 Secretary

The Secretary shall keep a record of the meetings of shareholders, the board of directors and any executive and other committees. In the absence of the Secretary from any such meetings, an Assistant Secretary, if one has been elected, otherwise a Temporary Secretary, designated by the person presiding at the meeting, shall perform the duties of the Secretary.

#### 4.6 Removal and Vacancies

The board of directors may remove any officer at any time with or without cause, and may fill any vacancy in any office.

### **SECTION 5**

#### **Capital Shares**

##### 5.1 Share Certificates

Each shareholder shall be entitled to a share certificate in such form as is prescribed by law and approved from time to time by the board of directors. The certificates shall be signed by the President or any Vice-President and by the Treasurer or any Assistant Treasurer. Such signatures may be facsimiles. If any officer who has signed or whose facsimile signature has been placed on such certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

##### 5.2 Transfer of Shares

Subject to restrictions, if any, imposed by the articles of organization, title to a share certificate and to the shares represented thereby shall be transferred only by delivery of

the certificate properly endorsed, or by delivery of the certificate accompanied by a written assignment of shares represented by such certificate, or a written power of attorney to sell, assign or transfer the certificate or the shares represented thereby, properly executed. The person registered in the records of the corporation as the owner of shares shall have the exclusive right to receive dividends thereon and to vote thereon as such owner, shall be held liable for such calls and assessments, if any, as may lawfully be made thereon and, except only as may be required by law, may in all respects, be treated by the corporation as the exclusive owner thereof unless and to the extent that the corporation has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the corporation as the shareholder.

### 5.3 Transfer Records

Unless a transfer agent is appointed, the Secretary shall keep or cause to be kept, at the principal office of the corporation or at the office of the Secretary, the share and transfer records of the corporation, in which are contained the names of all shareholders and the record address and the amount of shares held by each. The transfer records of the shares of the corporation may be closed for such period from time to time in anticipation of shareholders' meetings or the declaration or payment of dividends as the board of directors may determine.

### 5.4 Lost or Destroyed Certificates

In case of the alleged loss, destruction or mutilation of a share certificate, a new share certificate may be issued in place of the lost, destroyed or mutilated certificate upon such terms as the board of directors may determine.

## **SECTION 6**

### **Fiscal Year**

Except as from time to time otherwise determined by the board of directors, the fiscal year of the corporation shall end on December 31.

## **SECTION 7**

### **Indemnification**

The corporation shall indemnify and hold harmless each present or former director or officer of the corporation to the fullest extent permitted by law, subject to such determination as the law may require that indemnification is permissible, for any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, and whether formal or informal ("Proceeding"), against such director or officer in his or her capacity as such or in his or

her capacity as a director, officer, partner, trustee, manager, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, limited liability company, employee benefit plan or other entity, if the corporation requested him or her to so serve. A director or officer is considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. The corporation may, before final disposition of any Proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a Proceeding to the extent permitted by law. Nothing in this Section shall affect any rights to indemnification to which any person may be entitled by contract or otherwise under law. No amendment or repeal of any provision of this Section shall adversely affect the right of a person to indemnification under this Section with respect to his or her acts or omissions that occurred at any time prior to such amendment or repeal.

## **SECTION 8**

### **Other Provisions**

#### **8.1    Notices**

Notices to or from any shareholder, director, officer or the corporation may be given in any manner permitted under the Massachusetts Business Corporation Act.

#### **8.2    Voting of Securities**

Except as the board of directors may otherwise designate, the President may waive notice of, or vote for this corporation or appoint any person or persons to act as proxy or attorney in fact for this corporation with or without power of substitution at, any meeting of shareholders of any other corporation or organization, the securities of which may be held by this corporation.

## **SECTION 9**

### **Transfer of Common Shares**

#### **9.1    Voluntary Transfers**

No shareholder and no transferee of such shareholder's shares may sell, assign, transfer, exchange, encumber or otherwise dispose of any shares or any interest therein now held or hereafter acquired by such shareholder or transferee without first giving written notice thereof to the corporation identifying the proposed transaction, and offering such shares to the corporation for the purchase by it as hereinafter provided. Within 30 days after receipt of the notice, the corporation may elect to purchase any or all of the shares so offered upon the price per share and terms of any bona fide offer by any proposed

transferee, or, at the corporation's election, the price and terms specified in Sections 9.6 and 9.7 of this Section. If the corporation does not elect so to do, such shares may be transferred within 60 days after the expiration of such 30-day period to the proposed transferee upon the price and terms specified in the notice, provided that such transferee shall be subject to the provisions of this Section.

9.2 Approval of Transfer

Unless any transferee has been approved in writing to be a voting shareholder by the Class A common shareholders, other than the shareholder whose shares are to be transferred, any Class A common shares so transferred shall be converted into the same number of shares of Class B nonvoting common shares.

9.3 Death of a Shareholder

In the event of the death of a shareholder, such shareholder's personal representative shall, within 90 days after the date of the death, give written notice to the corporation offering to it for purchase as hereinafter provided all of the shares owned by such shareholder. Within 30 days after receipt of the notice, the corporation may elect to purchase all of the shares so offered and if it does not do so, such shares may be retained by the estate of such shareholder, or by transferees of such estate, subject to all other provisions of this Section including Section 9.2 (Approval of Transfer).

9.4 Transfers by Operation of Law; Disapproval by Licensing Agency

In the event that a shareholder (a) files a voluntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver or makes an assignment for the benefit of creditors, (b) is subject involuntarily to such a petition or assignment or to any attachment or other legal or equitable proceeding with respect to such shareholder's shares and such involuntary petition, assignment, attachment, or other proceeding is not discharged within 30 days after its date, (c) is subject to a transfer of such shareholder's shares by any other operation of law, including, but not limited to, shares transferred pursuant to a decree of divorce or marital separation agreement, or (d) is disapproved by any governmental agency, whose approval of such shareholder is required in connection with any license or permit needed by the corporation, the corporation shall have the right to purchase all of the shares which are owned by such shareholder. Failure of the corporation to elect to purchase such shares under this paragraph shall not affect its right to purchase the same shares under this Section in the event of a proposed sale, assignment, transfer, pledge, or other disposition by or to any receiver, petitioner, assignee, transferee or other person obtaining an interest in such shares.

9.5 Transfers in Violation of this Section

If any transfer of shares is made or attempted contrary to the provisions of this Section, including the transfer of shares that are not offered to the corporation as required by this Section, the corporation shall have the right to purchase such shares from the owner

thereof or any transferee at any time before or after the transfer, as hereinafter provided. In addition to any other legal or equitable remedies which it may have, the corporation may enforce its rights by actions for specific performance (to the extent permitted by law) and may refuse to recognize any transferee as one of its shareholders for any purpose, including, without limitation, for purposes of dividend and voting rights, until all applicable provisions of this Section have been complied with.

#### 9.6 Purchase Price

Except as otherwise provided in Section 9.1, the purchase price of any share transferred or to be transferred under this Section shall be the fair market value per share of the issued and outstanding shares of the corporation. Notwithstanding the foregoing sentence, the shareholder whose shares are being purchased may require, by delivering a written request therefore to the corporation within 30 days after the date of the corporation's election to purchase, that the corporation appoint an appraiser, the shareholder whose shares are being purchased (or such shareholder's legally appointed representative) appoint a second appraiser, and the two appraisers so appointed appoint a third appraiser. The appraisers shall proceed by majority vote to determine the value of the share as of a convenient date selected by them, and such determination shall be final and binding upon all interested persons. The appraisers shall promptly notify in writing the corporation, the shareholder whose shares are being purchased, or such shareholder's representative, and any other interested persons known to the appraisers, of the appraisers' final determination of value. The parties shall each bear the fees and expenses of the appraiser appointed by or for each of them, and the fees and expenses of the third appraiser shall be borne one-half by the corporation and one-half by the shareholder or such shareholder's representative.

#### 9.7 Payment of the Purchase Price

Payment of any portion of the purchase price may be deferred at the option of either the transferor or the transferee. The deferred portion of the price shall be evidenced by the promissory note of the purchasing party made payable to the order of the selling party. Such note shall bear simple interest at a rate equal to the Prime Interest Rate published in the Wall Street Journal, and shall be payable to the selling party in equal quarterly installments of principal and interest over a term of five (5) years commencing three (3) months from the date of delivery of such note.

#### 9.8 Waiver

The Class A common shareholders of the corporation may in any instance unanimously waive the provisions of this Section 9.

## **SECTION 10**

### **Amendments**

These bylaws may be amended or repealed by the shareholders. If authorized by the articles of organization, the board of directors may also make, amend or repeal the bylaws in whole or in part, except with respect to this Section and any provision of these bylaws which, by an express provision in the Massachusetts Business Corporation Act, the articles of organization or these bylaws, requires action by the shareholders. Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the board of directors of any bylaw, notice stating the substance of the action taken by the board of directors shall be given to all shareholders entitled to vote on amending the bylaws. Any action taken by the board of directors with respect to the bylaws may be amended or repealed by the shareholders.

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**D**

**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 Non-Profit with a Pending Provisional  
or Final Certification to Dispense Medical Use Marijuana  
to a Domestic Business Corporation**  
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM

Debilitating Medical Condition Treatment Centers, Inc.  
is a registrant with the Department of Public Health  
in accordance with 105 CMR 725.100(C)  
as of November 20, 2018.

  
Elizabeth Chen, PhD, MBA, MPH  
Assistant Commissioner  
Massachusetts Department of Public Health

- (1) Exact name of the non-profit: Debilitating Medical Condition Treatment Centers, Inc.
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:  
Debilitating Medical Condition Treatment Centers, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the law.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

**ARTICLE I**

The exact name of the corporation upon conversion is:

Debilitating Medical Condition Treatment Centers, Inc.

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:\*

The corporation is organized to (1) promote and support activities for the treatment of debilitating medical conditions including cancer, glaucoma, AIDS, hepatitis, Parkinson's disease, multiple sclerosis and other conditions that impair the health and well being of individuals, (2) engage in the cultivation, processing, or sale of marijuana and related products for medicinal purposes through the operation of a registered marijuana dispensary and related activities, and (3) engage in any other lawful business under the laws of the Commonwealth of Massachusetts.



### ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Class A common	137,500			
Class B common	137,500			

### ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

The Class A common shares and Class B common shares shall be identical in every respect except that Class B common shares shall have no voting rights except as required by law.

### ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

None

### ARTICLE VI

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

See Attached Other Lawful Provisions

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

#### ARTICLE VII

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

#### ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
11-13 Hampden Street, Springfield, MA 01103
- b. The name of its initial registered agent at its registered office:  
Heriberto Flores
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Heriberto Flores

Treasurer: Mary E. Frey

Secretary: Tonia Butler Perez

Director(s): Heriberto Flores  
Mary E. Frey  
Tonia Butler Perez

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
The promotion and support of activities for the effective treatment of debilitating medical conditions
- f. The street address of the principal office of the corporation:  
11-13 Hampden Street, Springfield, MA 01103
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

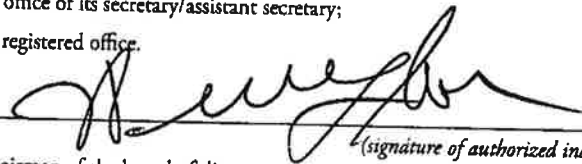
11-13 Hampden Street, Springfield, MA 01103

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

, which is

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

Signed by:



(signature of authorized individual)

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

on this 14<sup>th</sup> day of November, 2018

**ATTACHMENT  
ARTICLES OF ENTITY CONVERSION  
OF  
DEBILITATING MEDICAL CONDITION TREATMENT CENTERS, INC.**

**ARTICLE IV  
OTHER LAWFUL PROVISIONS**

- A. The directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof that by law or the bylaws requires action by the shareholders.
- B. A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any breach of fiduciary duty by such a director as a director except, to the extent provided by applicable law, for (i) any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) improper distributions pursuant to Section 6.40 of the Massachusetts Business Corporation Act, General Laws Chapter 156D, as amended, or (iv) any transaction from which such director derived an improper personal benefit. If the Massachusetts Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Massachusetts Business Corporation Act, as so amended from time to time. No amendment to or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

COMMONWEALTH OF MASSACHUSETTS

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

1323519

Articles of Entity Conversion of a  
Domestic Non-Profit with a Pending Provisional or  
Final Certification to Dispense Medical Use Marijuana  
to a Domestic Business Corporation  
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

6421

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 \$ 475 having been paid, said articles are deemed to have been filed with me this 9 day of January, 2019, at \_\_\_\_\_ a.m./p.m.  
time

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



WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

  
Examiner

  
Name approval

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION  
Contact Information:

C

M

David A. Parke, Esq.

Bulkley, Richardson and Gelinas, LLP

1500 Main Street, Suite 2700, Springfield, MA 01115

Telephone: 413-272-6257

Email: daparke@bulkley.com

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://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.

SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION

JAN 07 2019

RECEIVED

## Certificate of Good Standing or Compliance from the Massachusetts Department of Unemployment

Signed under the pains and penalties of perjury, I, Sam Hanmer, an authorized representative of Debilitating Medical Condition Treatment Centers, Inc. ("DMCTC, Inc.") certify that DMCTC, Inc. does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

DocuSigned by:  
  
66AF4EBCE304428...

Signature of Agent

Date: 10/23/20

Name: Samuel Hanmer

Title: Manager

Entity: Debilitating Medical Condition Treatment Centers, Inc.



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0473785152  
Notice Date: April 6, 2021  
Case ID: 0-001-143-315



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

RECEIVED

APR 12 2021



DEBILITATING MEDICAL CONDITION TR  
11-13 HAMPDEN STREET  
SPRINGFIELD MA 01103

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

The Commissioner of Revenue certifies that, as of the date of this certificate, DEBILITATING MEDICAL CONDITION TREATMENT CENTERS, 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, 9:00 a.m. to 4:00 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



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: April 14, 2021

To Whom It May Concern :

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

**DEBILITATING MEDICAL CONDITION TREATMENT CENTERS, INC.**

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

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

Secretary of the Commonwealth

Certificate Number: 21040276480

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

Processed by: bod



Debilitating Medical Condition Treatment Centers, Inc.

**PLAN TO OBTAIN LIABILITY INSURANCE**

Debilitating Medical Condition Treatment Centers, Inc. (“DMCTC” or “the Company”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

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

Pursuant to 935 CMR 500.105(10)(b) if DMCTC is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a), DMCTC will place in escrow a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If DMCTC is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) DMCTC will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy. If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

DMCTC will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

## **Plan Summary**

Debilitating Medical Condition Treatment Centers (DMCTC) is a for profit C corporation. DMCTC will source product from its own cultivation site in Whately MA and other 3<sup>rd</sup> party cultivators for its processing operations. DMCTC will use a combination of Butane Hash Oil (BHO) extraction and short path distillation to process marijuana products including, oils, vape carts and tinctures. DMCTC will site its manufacturing operations at 584 Meadow Street in Agawam. DMCTC has obtained an HCA with the town of Agawam to manufacture cannabis for adult use. party cultivators. DMCTC will leverage its low cost approach to cultivation to keep its wholesale and retail prices competitive with current and future market conditions. DMCTC will wholesale its manufactured product to 3<sup>rd</sup> party distributors and retailers. DMCTC will also sell its manufactured product through its own retail stores as they come online.

## **Mission Statement**

Be a positive presence in the community by utilizing profits generated from our experienced team, market knowledge and good business practices.

## **Keys to Success**

DMCTC firmly believes it is capable of providing quality marijuana product at prices capable of competing with current market conditions in MA. Grant Guelich, one of the primary owners of DMCTC has had extensive success cultivating and selling low priced marijuana products in Washington state. DMCTC will continue to pursue ways to reduce the cost of production and processing to succeed when market conditions drive marijuana prices down.

**Management:** The marijuana industry in MA is growing and there are many hurdles both economically and politically. Employing an experienced management team will be the difference between success and failure. DMCTC is currently composed of business professionals and individuals with specialized knowledge in the marijuana industry.

Samuel Hanmer

Mr. Samuel Hanmer, also known as Sam, served as President and Principal at FieldEddy, Inc. for over 7 years, succeeding his father in this 150-year old family owned agency. He was the architect of FieldEddy's merger and acquisition strategy. Under his direction, the agency acquired several other agencies, consolidated them when necessary and developed new marketing strategies to further enhance their profitability. Several newspapers and insurance industry periodicals have reported on FieldEddy's successful growth strategy including The Springfield Sunday Republican, BusinessWest and The Standard - New England's Insurance

Weekly. Mr. Hanmer was a Co-Founder at Insuritas, Inc. and served as its Director of Carrier Relations. Mr. Hanmer served as Chairman of Ymca Of Greater Springfield, Inc. Mr. Hanmer puts his management and financial expertise to work for a number of community organizations including the Springfield YMCA (vice-chair), the Springfield Museums (trustee), the Young President Organization (member) and the Bay Path College Advisory Board. He is a Certified Insurance Counselor and a Licensed Insurance Advisor. Mr. Hanmer is a graduate of the University of Massachusetts, where he earned a Bachelor of Science degree in economics and also holds a Licensed Insurance Advisor designation as well as a Certified Insurance Counselor certificate.

#### John Hanmer - COO

John Hanmer attended Northeastern University majoring in Biology. John then attended the University of North Carolina at Wilmington for his Master's Degree in Biology, where he published his research in the peer review journal *Oecologia*.

John entered into the Marijuana industry in 2012 where he worked at Main Organic Therapy as Chief Grow Technician. John worked in all aspects of marijuana cultivation which included, growing marijuana, manufacture of marijuana product, seed to sale tracking and facility management.

By 2015 John moved to Washington State to work alongside the prolific marijuana entrepreneur Grant Guelich. During that time John worked in marijuana business development and sales, which included growing outdoor marijuana, marijuana sales, and business mergers and acquisitions.

In 2016 John assumed the role of COO of DMC, where he helped develop DMC's business strategy, investment procurement, compliance, and overall business management.

#### Grant Guelich –

Grant Guelich grew up on a large family-owned and operated commercial and organic tree fruit farm in Central Washington State. Guelich attended Hargrave Military Academy in Chatham Virginia prior to his collegiate studies. At the University of Washington, Guelich studied crop science and sustainable agriculture through the college of the Environment.

Guelich graduated with a Bachelor's of Science and also pursued crop research with Dr. Doty's genetics and tissue culture lab. Guelich's research was published by the International Scholarly Research Journals along with fellow researchers.

After completion of college, Guelich moved to Wenatchee Washington to pursue a career in commercial agriculture management. Guelich worked as an agronomist for a few different consulting entities providing integrated pest management, research, and crop management for various large commercial orchard operations including Dovex Fruit Company, one of the largest international fruit producer/processor/distributor in the world.

In 2014, Guelich left the commercial tree fruit industry to pursue Commercial Cannabis in Washington State full-time. Since the inception of the industry Guelich has worked with over a dozen producer, processors, and retailers as an integral component of establishing those businesses. Guelich has provided management, consulting, and strategic planning for many of these businesses and has built strong relationships within the industry. Guelich has acquired his own Tier 3 Producer / Processor license in Washington and is collaborating with the largest farm complex in Washington State. Through his partnerships, Guelich has grown over 20,000 pounds of legal cannabis that has generated over \$15,000,000 wholesale to retailers. Guelich has done over \$5,000,000 in sales as a manager of processing facilities to the retail market since 2015.

## **Products**

DMCTC's product offerings will be competitive within the existing marijuana market. First, DMCTC will offer a variety of strains, products, and brands. Moreover, DMCTC will offer a wide variety of pricing options, including some of the lowest priced products in the state. Processed products will consist of:

- Various marijuana strains including Sativa, Indica and Hybrid strains;
- Oil extract such as
  - o Vapes
  - o tinctures
  - o waxes
  - o shatter
  - o balms
- Edibles will be sourced from 3<sup>rd</sup> party processors
- Drinks will be sourced from 3<sup>rd</sup> party processors

## **Manufacturing and Packaging Operations**

DMCTC will employ a combination of BHO extraction and short path distillation techniques to create a variety of oil products to be wholesaled and retailed. All products will be tested through 3<sup>rd</sup> party testing laboratory in accordance with the Commissions bylaws.

All packaging will display the necessary strain information and warnings approved by the Commission in accordance with state bylaws. All packaging will be child resistant in accordance with the Commissions bylaws. DMCTC packaging will display the cannabinoid profile, strain type, and the brand logo. All flower will be weighed into designated amounts and placed into plastic packaging. Oils for vaporizers will be placed into cartridges and loaded into vape carts, which will then be packaged in cardboard boxes. Tinctures products will be packaged in glass bottles with pipettes to regulate dosage.

## **Marketing**

DMCTC will operate under the CCC guidelines regarding marketing and labeling of its products. DMCTC will take all available precautions to market its product strictly to persons 21 or older. All product labels and marketing will display the proper warnings in accordance with the CCC guidelines. DMCTC's primary marketing strategy will be its price point. DMCTC expects to keep prices below market average using low-cost outdoor cultivation methods. Packaging will clearly label its contents. All logos will be approved by the Cannabis control commission, and all advertisements will be directed towards individuals age 21 and older.

DMCTC will leverage several mediums to publicize our retail operations and brands. This will include optimizing our store locations based on criteria including traffic patterns, parking and locations near venues that may attract potential customers. DMCTC will have a website advertising our product menu, retail prices and any other relevant information regarding our operations. DMCTC will also utilize social media to expand our outreach, while again taking precautions to target individuals 21 years or older. DMCTC will also travel to various conventions held throughout the United States.

The typical marijuana consumer ranges in age, occupation and background, however there are some generalized factors that determine what they buy. In general, a customer will use price, strain (Indica, Sativa, Hybrid, and strain recognition), cultivation method, brand, and product type (flower, vape cart, edible, etc.) to decide. DMCTC plans to offer a variety at every level, including multiple strain types, price ranges, cultivation methods and brands, so that every customer that walks into our retail stores will find what they want. DMCTC will specialize in the low-priced value brand market. DMCTC's outdoor cultivation method will allow it to grow marijuana and manufacture marijuana product at a fraction of the cost of indoor cultivation. There is a proven market for this type of product in Washington state and California.

## **Market Analysis**

DMCTC predicts that the average person in MA will spend \$200 per year on marijuana products; based on market data acquired from WA. DMCTC predicts that a fully mature MA market will total around \$1.5B in gross annual sales.

The \$1.5B total annual market figure is a solid estimate based on the WA Data (see table below). The \$200 per person per year figure is a mathematical calculation derived by dividing the \$1.5B annual sales figure by the total current population of MA. In reality, the number of people in MA who buy marijuana products will be only a fraction of the total population, and the actual average expenditure per customer per year will be calculated by dividing the \$1.5B annual sales figure by the number of customers.

## **Employee Staffing and Training Plan**

Staff will be hired to help execute the overall business plan of DMCTC. DMCTC expects to hire staff to fulfill the needs of operating a marijuana processor and all security needs. DMCTC predicts it will need to hire between 10 and 20 full time employees over the next year and a half period in order to meet its staffing requirements.

Employees will go through the responsible vendor training in accordance to 935 CMR 500.105 (2). In addition to the responsible vendor training, DMCTC staff will receive three types of training that includes 1) core training for all employees, 2) functional training for job specific tasks, and 3) on the job training, including job shadowing to give employees hands on experience. We plan on investing in training and development across all levels of staff and ensure that progress is being both monitored and documented. Our staff will receive regular training and will be required to demonstrate their knowledge through examinations before they will be allowed to interact with customers. Our Chief Operating Officer will collaborate with our CEO, to identify and develop appropriate trainings.

DMCTC will further provide employees with professional development opportunities that increase their skills and enhance their contributions to the organization because work performance of an employee is a vital key to the success of DMCTC. Providing professional development to our employees is an investment in their careers and the organization's future.

Each new employee will participate in a thorough training process designed to educate them on the critical aspects of their job, customer/employee safety, and business confidentiality. Each employee will be trained in and demonstrate adherence to DMCTC's business confidentiality. Additional training tools will include the employee handbook, custom training presentations and seminars. Furthermore, employees will be offered additional training and education opportunities throughout their employment with DMCTC in an effort to retain skilled and knowledgeable staff members. Employees that are customer-facing (including all Retail

Associates) will be trained in first Aid, CPR, and will be required to be HIPAA trained and certified.

All employees will be trained in the Equal Employment Opportunity Act, discrimination laws, Immigration Reform and Control Act, Americans with Disability Act, Family Medical Leave Act, and the Alcohol/Drug Free Workplace policy.

Full time regular employees will be eligible for reimbursement for education costs that are approved by the organization. Professional development can be obtained through attendance at seminars, educational courses and degree programs that, once acquired, will assist the employee in performing his or her essential job functions and increase employee's contribution to the organization. Other professional development expenses that will be reimbursable are membership fees to professional organizations, registration fees for meetings, conferences, workshops and seminars, fees and subscription for scholarly journals, books, and computer-based resources.

In addition, DMCTC will provide the following types of training and development:

**Job specific training** – Training and development that increases employee skills and abilities to meet the requirements of the current position;

**Career development** – Training and development that build employee competencies to prepare them for future positions; and

**Educational development** – Courses through a credited educational institution

Furthermore, training and development can be on-the-job (informal) or formal training programs. On-the-job training and development include activities such as:

- Peer or supervisor coaching on particular job-related skills;
- Mentoring, with an internal or external mentor on the job and career-related skills and abilities;
- Job rotation;
- Job shadowing;
- Cross training; and
- "Acting" responsibilities when superiors are away.

In alignment with DMCTC's organizational values of innovation and excellence, DMCTC encourages the continuous learning of employees. DMCTC will establish an annual Training and Development Plan and Budget. The Training and Development Plan will identify:



- Organizational knowledge acquirement and skill development required; and
- Functional knowledge acquirement and skill development required.

Managers will identify, with input from employees, opportunities for individuals to attend conferences meetings or training sessions that will result in the acquirement of the knowledge and skills identified in the plan during his or her annual evaluation. Employees may also request to attend conferences, meetings or training sessions that will further their personal career development.

## Separating Recreational from Medical Operations

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DMC expects to cultivate all of its Marijuana product at 7 River Rd. in Whately MA. DMC currently holds a provisional medical license and expects to locate its medical cultivation to 7 River Rd. in Whately.

New clones will immediately be designated for adult use or medical use. DMC will employ CCC approved software to create a barcode for each new clone that will track it from clone all the way to sale. Barcodes will allow DMC to reference all data on each individual plant that will include its designation as either medical or adult use.

DMC will take the added measure of physically separating plants designated for adult use and plants designated for medical. All medical plants will be clustered together in their own growing space creating an environment where it is easy to tell medical plants from adult use plants.

Upon harvest, all marijuana designated for medical use will be stored separately and labelled to identify the product as medical use only. All medical and adult use product will be electronically monitored through-out processing, manufacturing and packaging. All finished product will be weighed and inventoried to create a final log of that product before sale. All packaged marijuana will be labelled either for medical use or adult use in accordance with 935 CMR502.105(5).

Medical and adult use marijuana will be physically separated in a retail environment in accordance with 935 CMR502.140(6). Medical sales will operate at a different end of the store relative to adult use sales. Medical product will be stored in specially designated units, storage shall be placed near medical point of sales. Adult use product will be stored in specially designated units, storage shall be placed near adult use point of sales. Customer que's to enter the store will be separated by adult use and medical use, and medical patients will be required to show a valid medical card. Upon entering the retail store medical patients will be directed towards the medical sales counter and adult use customers will be directed to adult use sales counters. Upon sale, medical patients will again be required to show valid medical card.

## Restricting Access to Age 21 and Older

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DMCTC will adhere to state requirements restricting access to individuals under 21 [935 CMR 501.110(1)(a)]. DMCTC will take steps to ensure that persons under 21 will not have access to its Marijuana Product Manufacturer Facility. DMCTC will employ hiring practices in accordance with state and local regulations that prohibit the hiring of individuals under the age of 21 [935 CMR 501.030]. All potential employees will be screened for age and anyone under 21 will be excluded from the hiring process. Furthermore, no one under 21 will be allowed to visit DMCTC's Product Manufacturer facility. All product will be shipped to 3<sup>rd</sup> party vendors or to DMCTC's own retail operations. All entrances will require key card access to prevent unauthorized entry. DMCTC will employ a security guard during business hours screen entry to the premises and prevent unauthorized access, which includes persons under 21. All visitors will require authorized I.D. to be granted access to the facility which includes:

- Driver's License
- Government issued identification card
- Military identification card
- Passport

The outside perimeter of all DMCTC's operations will locations will be sufficiently lit to facilitate surveillance. DMCTC will ensure that all trees, bushes and other foliage do not allow for a person or persons to conceal themselves from sight. DMCTC will employ security measures including biometric locks, alarms, cameras and vigilant monitoring. DMCTC will hire a Director of Security from the law enforcement community who has extensive experience providing public safety. DMCTC will train all staff members in security procedures and emergency preparedness. All locations will be designed to restrict unauthorized entrance but allow for appropriate egress in emergency situations.

DMCTC will only advertise where at least 85% of the audience is expected to be 21 years of age or older. All products and packaging will avoid imagery that may be attractive to minors, and all product will be labeled to indicate the product is for use by adults 21 years of age or older. All packing will be child resistant.

DMCTC will follow all state regulations required for transport of marijuana to make sure that all product transported from the cultivation site reaches its designated destination and is not diverted along the way [935 CMR 501.105(13)].

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### **QUALITY CONTROL AND TESTING**

Pursuant to 935 CMR 500.160, Debilitating Medical Condition Treatment Centers (“DMCTC” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides. DMCTC shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by DMCTC for at least one year in accordance with 935 CMR 500.160 (5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to DMCTC by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). DMCTC shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

DMCTC’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All DMCTC staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. DMCTC will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

DMCTC’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All DMCTC staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.120(14), DMCTC will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by DMCTC staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to DMCTC staff will be assigned a sequential alphanumeric identifier and entered into the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a “Quality Control Sample.” All quality control samples will have a label affixed to them in accordance with 935 CMR 500.120(14)(e), Upon providing a quality control

## DMCTC

sample to DMCTC staff, DMCTC will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample was given to the employee, the agent registration number of the employee receiving the sample, and the name of the employee.

All DMCTC staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of cultivation, processing, and packaging of marijuana will take place in a limited access area of DMCTC.

DMCTC management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow DMCTC procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), DMCTC shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. DMCTC will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. DMCTC storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The DMCTC storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by DMCTC for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

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### **PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

Debilitating Medical Condition Treatment Centers (“DMCTC” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. DMCTC shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), DMCTC is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that DMCTC determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. DMCTC strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or DMCTCs.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, DMCTC has and follows a set of detailed written operating procedures for each location. DMCTC has developed and will follow a set of such operating procedures for each facility. DMCTC’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage and waste disposal of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
  - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

## DMCTC

2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any other jurisdiction.
- (m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee shall be made available upon request by any individual. 935 CMR 500.105(1)
- (n) Requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- (n) Policies and procedures for the handling of cash on Marijuana Establishment premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available upon inspection.
- (o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- (p) Policies and procedures for energy efficiency and conservation that shall include:
1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2)(b), all of DMCTC's current agents, managers and employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor." Once a marijuana establishment is designated a Responsible Vendor, all of DMCTC's Agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight hours by DMCTC's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. DMCTC shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall include: marijuana's effect on the human body; diversion prevention; compliance with all tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws affecting marijuana establishment agents..

All employees of DMCTC will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by DMCTC and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105(9), General Operational Requirements for Marijuana



## DMCTC

Establishments, Recordkeeping, DMCTC's personnel records will be available for inspection by the Commission, upon request. DMCTC's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following DMCTC personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of DMCTC's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with DMCTC and shall include, at a minimum, the following:
  - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. documentation of verification of references;
  - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. documentation of periodic performance evaluations;
  - f. a record of any disciplinary action taken; and
  - g. notice of completed Responsible Vendor Training Program and in-house training for DMCTC agents required under 935 CMR 500.105(2).
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures, including at a minimum, the following:
  - a. Code of Ethics;
  - b. Whistle-blower policy and
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. DMCTC understands that in the event that DMCTC were to close, all records will be kept for at least two years at the expense of DMCTC and in a form and location acceptable to the Commission.

# Record Keeping

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## Summary

DMCTC will maintain records in accordance with generally accepted accounting principals and in accordance with 935 CMR 501.105. In addition to general business and financial records DMCTC will maintain records of operating procedures, personnel policies, inventory, waste disposal records and seed to sale records that track all individual marijuana plant all the way through sale [935 CMR 501.105(9)].

DMCTC will personnel records in accordance with 935 CMR 501.105(9)(d). This includes descriptions for job and volunteer positions as well as organizational charts that include these descriptions. DMCTC will maintain personnel records for all establishment agents and maintained for at least 12 months after termination. Records will include:

- All registration materials in accordance with 935 CMR 501.030;
- Employee references;
- Employee contracts, and job description;
- Documented relevant employee trainings;
- Performance evaluations;
- Notice of completion of responsible vendor training; and
- Background check reports.

DMCTC will keep business records in accordance with 935 CMR 501.105(9)(e) that will include:

- Assets and Liabilities;
- Monetary Transactions;
- Books of account;
- Sales records; and
- Salary wages paid.

DMCTC will use record keeping software that is compliant with State regulations and is in HIPAA compliance. DMCTC will rely on electronic record keeping to the greatest extent possible, as long as we can ensure that patient safeguards are in place and the system is in compliance with HIPAA guidelines. Data will be backed up at regular intervals to prevent any loss of data. In the event that we must keep a paper record, we will store all files in a locked cabinet in a limited access area. Upon Closure DMCTC will maintain records, at its own expense, for at least 2 years.

All staff will be trained on customer privacy policies, including HIPAA compliance.

- DMCTC will store any required customer records in locked, limited access areas.
- DMCTC will use software which operates in a manner consistent with HIPAA guidelines relative to customer data security and privacy. The system maintains strict user access controls to ensure employees may only access data appropriate to their role in the organization in locations appropriate to their function within the operation.

**Activity : Record-Keeping**

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**Inputs :** These are the items required on-site :

- Internet access;
- Traceability software, seed-to-sale as mandated by the state;
- Computer to run traceability, accounting, HR, and software required for operations of the cultivation site; and
- Traceability supplies for printing required barcodes (ink, paper, stickers).

**Personnel :**

- Records maintained for at least 12 months after employee termination;
- Updated list of job descriptions;
- Updated Organizational chart;
- Personnel trainings, evaluations, etc.;
- Background check records, which will be kept in a secured area;
- Contact information including phone numbers and e-mail of management; vendors, state/local authorities, consultants, contractors;
- List of personnel with access to surveillance;
- Visitor records

**Plants:**

- Collect data and create database for following:
  - crop schedule and calendar;
  - developmental timeline for plants through harvest and waste disposal;
  - weights of all plants at different stages of growth;
  - genetics of plants; and
  - climate and environmental conditions.
- Pesticides, nutrients, and crop additives and inputs;
- Maintain records of Lab Tested Product for 12 months;
- Waste amounts and weights of destroyed marijuana product, including date of destruction. Waste weights will be verified by two individuals; and
- Electronic and paper documentation of all products transported between DMCTC facilities and 3<sup>rd</sup> party vendors, maintained for at least 1 year.

**Business:**

- Updated list of personnel salaries;
- All 3<sup>rd</sup> party vendor/business contracts;
- All relevant sales data;

- Insurance Records;
- Annual Reports;
- Monetary transactions;
- General Accounting; and
- Up to date Operating Policies and Procedures.

# Maintenance of Financial Records

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DMC will maintain all records in accordance with 935 CMR 500.105(9). The Chief Financial Officer will be the custodian of DMCTC's accounts. The CFO will maintain a policy and procedural manual. This manual will be oriented to the accounting and management reporting aspects of DMCTC. The Policy and procedural manual will provide staff and auditors with a ready reference to the procedures and policies utilized throughout DMCTC as it relates to accounting and management reporting. The manual will be reviewed and updated as needed but no less than annually under the direction of the CFO.

All financial records shall be maintained electronically through specialized software and go through frequent back up in order to preserve all relevant data. Financial records will include all inputs and outputs of cash from all levels of the business and will be maintained by a dedicated accountant. Financial records will include a statement of retained earnings and cash flow, income statements and the company's balance sheet and tax returns.

- CFO will maintain records in accordance with 935 CMR 500.105(9)
- All records will be available for Commission inspection
- DMCTC will submit a record of financial benefits provided to Whately as part of the license renewal process.

# DMCTC

## Diversity Plan – Background

DMCTC was founded by a diverse group of individuals including women, minorities and veterans. As a result, DMCTC is acutely aware of the benefits of hiring a diverse workforce and the obstacles that many minorities face when entering the workforce.

DMCTC's leadership has a long history of supporting underrepresented communities. DMCTC intends to work with Brightwood Development Corporation ("BDC"), a diversity focused entity that:

- predominantly serves Hispanic and Latino individuals and funds community development projects;
- provides employment training and housing;
- works with area farmers to supply trained labor; and
- connects area workers with job providers, in this case DMCTC, by advertising job postings and connecting their participants directly with DMCTC.

## Goal

DMCTC has adopted a goal to hire 35% minorities, 35% women, 35% veterans, 35% people with disabilities to work for DMCTC and provide tools to ensure their success.

## Program

DMCTC has outlined several strategies as part of a program to achieve its goal of hiring and maintaining a diverse workforce;

- Network with BDC on a monthly basis to maintain an updated list of job openings and connect directly to job candidates with diverse backgrounds;
- Post monthly job announcements through BDC;
- Utilize local newspapers and online platforms to publish updated job postings on a monthly basis

## Measurements

DMCTC will conduct yearly evaluations to assess the implementation and outcomes of its Diversity program. Evaluations will assess if the program was implemented as planned and goals achieved. If delays in implementation are identified, they will be subject to review to assess factors leading to program delays. Once factors are properly identified, the program and/or goals will be modified to address those issues. Where goals are not met, barriers to those goals will be identified and program strategy adjusted.

Measurements will include:

- Number of minorities, women, veterans, people with disabilities who were hired and retained after the issuance of a license;
- Number of positions created since initial licensure;

## DMCTC

- Number of postings in diverse publications or general publications with supporting documentation;
  - Number of times BDC advertised DMCTC jobs,
  - Number of Individuals referred to DMCTC for employment by BDC,
  - Number of individuals employed as a result of referral from BDC.

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

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





## Brightwood Development Corporation

January 25, 2021

Debilitating Medical Condition Treatment Centers  
7 River Road  
Whately, MA 01093

Dear Mr. Hanmer,

It is with great pleasure that Brightwood Development (BDC) enters into collaboration with Debilitating Medical Condition Treatment Centers (DMCTC) to support its goal of hiring and maintaining a diverse workforce. BDC is a non-profit community development organization in MA, that serves the Springfield area. BDC primarily serves Hispanic and Latino individuals and provides employment programs to improve conditions within Springfield. BDC also works with area farmers and provides trainings for those individuals.

BDC will support DMCTCs diversity goals through the following actions:

- Advertise job openings at DMCTC's cultivation facility; and
- Refer Individuals to DMCTC for employment.

DMCTC represents an important opportunity for the residents that BDC serves to benefit from the new economic opportunities the Cannabis industry provides. BDC is excited to add DMCTC as an employment partner that can provide jobs career exposure, exploration, and immersion (e.g., work experiences, internships, etc.) to the Hispanic and Latino community. BDC believes that its support will significantly improve DMCTC's ability to hire and maintain a diverse workforce and we look forward to supporting DMCTC.

Sincerely

Heriberto Flores  
President/CEO

HF/awr



## DMCTC

### **QUALIFICATIONS AND TRAINING**

Debilitating Medical Condition Treatment Center (“DMCTC” or the “Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the designated job function at DMCTC. Marijuana establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with DMCTC. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of DMCTC involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will have successfully completed a Responsible Vendor Training (“RVT”) Program, and be designated a “responsible vendor.” In accordance with 935 CMR 500.105(2)(b)(1)(a)-(c), a marijuana establishment agent at DMCTC will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete the course within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advanced Core Curriculum if DMCTC deems it appropriate. Administrative employees at DMCTC, that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

DMCTC will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that DMCTC maintains its designation as a Responsible Vendor.

DMCTC shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: marijuana’s effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of DMCTC’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All DMCTC employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of DMCTC shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. DMCTC shall retain all training records for four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

## Energy Compliance Plan

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In accordance with 935 CMR 501.105(15), DMCTC shall demonstrate consideration of the following factors as part of its operating plan and application for licensure:

- (a) DMCTC will identify potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- (b) DMCTC will consider renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- (c) DMCTC will consider strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- (d) DMCTC will engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Energy Efficiency: DMCTC will take steps to reduce its energy usage on site using best practices in accordance with 935 CMR 501.130(5)(e). DMCTC will source the majority of its product from its own proposed outdoor cultivation, which provides dramatic energy efficiency improvement against indoor cultivation operations. CCC regulations recognize this environmental benefit and provides certain benefits to outdoor cultivation licensees. The proposed project will utilize high-efficiency equipment and fixtures wherever possible. The existing small solar array will be retained and integrated to the site electrical system.

Water Efficiency: DMCTC will take steps to reduce its water usage on site using best practices. In accordance with 935 CMR 501.130(3) DMCTC shall meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy after usage, engage in energy conservation and mitigate other environmental impacts.

## Safety Plan for Manufacturing

Debilitating Medical Conditions Treatment Center (“DMCTC” or the “Company”) will implement policies and procedures that meet or exceed all requirements to ensure the secure, safe sustainable and proper production of marijuana products, as outlined by the Cannabis Control Commission. DMCTC will establish and maintain policies and procedures as outlined in this plan.

Pursuant to 935 CMR 500.130(5)(a-l), in addition to the written operating policies required under 935 CMR 500.105(1) *Written Operating Procedures* DMCTC will maintain written policies and procedures for the production or distribution of marijuana, as applicable, which will include:

- Policies and procedures for ensuring safety in all processing activities and the related uses of extraction equipment in compliance with the standards set forth in 527 CMR 1.00: *The Massachusetts Comprehensive Fire Code*;
- Policies and procedures for developing and providing Vendor Samples to a Marijuana Retailer. Policies and procedures shall include methods by which the Marijuana Product Manufacturer will adequately track, record, and document all Vendor Samples developed on, or provided from, the licensed Premises in satisfaction of 935 CMR 500.130(7); and
- Policies and procedures for developing and providing Quality Control Samples to employees for the purpose of ensuring product quality and determining whether to make the product available to sell. Policies and procedures shall include methods by which the Marijuana Product Manufacturer will adequately track, record, and document all Quality Control Samples developed on, or provided from, the licensed Premises in satisfaction of 935 CMR 500.130(8): *Vender Samples*. Policies and procedures shall further prohibit consumption of Quality Control Samples on the licensed Premises.

In addition to the general operational requirements for Marijuana Establishments required under 935 CMR 500.105, Marijuana Product Manufactures will comply with the following additional operational requirements:

Pursuant to 935 CMR 500.130(2), DMCTC will prepare, handle and store all edibles in compliance with the sanitation requirements in 105 CMR 590.000 and with the requirements for food handlers specified in 105 CMR 300.000. DMCTC will package and label any product that resembles typical food or beverages as required by 935 CMR 500.105(5) and (6).

DMCTC shall meet all applicable environmental laws, regulations, permits and other approvals including those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control including prevention of odor and noise pursuant to 310 CMR, in accordance with 935 CMR 500.130(3). DMCTC will use additional best management practices as determined by the Commission or applicable departments or divisions of the EOEEA to reduce energy and water usage.

Debilitating Medical Condition Treatment Center (“DMCTC” or the “Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the designated job function at DMCTC. Marijuana establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with DMCTC. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules. All Employees will be given all necessary personal protective gear required to complete job functions associated with all aspects of the manufacturing process.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, DMCTC has and follows a set of detailed written operating procedures for each location. DMCTC has developed and will follow a set of such operating procedures for each facility. DMCTC’s operating procedures shall include, but are not necessarily limited to the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- Storage and waste disposal of marijuana in compliance with 935 CMR 500.105(11);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies; and
- Alcohol, smoke, and drug-free workplace policies.

DMCTC will make use of a “closed loop” BHO system which will prevent any solvent from escaping into the air. All equipment will be certified by a recognized laboratory or engineer. DMCTC will work with the local fire department to be compliant with local, state and national fire codes. DMCTC’s extraction room will be C1D1 compliant and employ a variety of different safety measures including but not limited to:

- Employee safety training;
- Ventilation, prevents the buildup of any flammable solvents;
- Removal of ignition sources in extraction rooms, fans, motors, open flames, electrical connections, etc;
- Vapor monitoring, a system that will send an alarm if flammable gasses are detected;
- Closed loop extraction equipment, to prevent the release of any flammable vapors into the atmosphere; and
- Fire suppression systems such as sprinklers, dry powder, carbon dioxide or water mists.