Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283295

Original Issued Date: 07/23/2021

Issued Date: 07/23/2021

Expiration Date: 07/23/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mint Retail Facilities LLC

Phone Number: 602-931-3663 **Email Address:** compliance@brightroot.com

Business Address 1: 768 Pleasant Street **Business Address 2:**

Business City: Belmont **Business State:** MA **Business Zip Code:** 02478

Mailing Address 1: 21001 N. Tatum Blvd. **Mailing Address 2:** #1630-486

Mailing City: Phoenix **Mailing State:** AZ **Mailing Zip Code:** 85050

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 95 **Percentage Of Control:** 95

Role: Owner / Partner **Other Role:**

First Name: Eivan **Last Name:** Shahara **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 5 **Percentage Of Control:** 5

Role: Executive / Officer **Other Role:**

First Name: Blake **Last Name:** Mensing **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Eivan **Last Name:** Shahara **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $250000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

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: Eivan **Owner Last Name:** Shahara **Owner Suffix:**

Entity Legal Name: G.T.L. LLC **Entity DBA:** Mint Dispensary

Entity Description: State Licensed Medical Marijuana Dispensary, Cultivation and Manufacturing Operation

Entity Phone: 480-749-6468 **Entity Email:** info@themintdispensary.com **Entity Website:** www.themintdispensary.com

Entity Address 1: 5210 S. Priest Drive **Entity Address 2:**

Entity City: Guadalupe **Entity State:** AZ **Entity Zip Code:** 85283 **Entity Country:** USA

Entity Mailing Address 1: 21001 N. Tatum Blvd. #1630-486 **Entity Mailing Address 2:**

Entity Mailing City: Phoenix **Entity Mailing State:** AZ **Entity Mailing Zip Code:** 85050 **Entity Mailing Country:** United States

Business Interest in Other State 2

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

Owner First Name: Eivan **Owner Last Name:** Shahara **Owner Suffix:**

Entity Legal Name: 4245 Investments LLC **Entity DBA:** Mint Dispensary

Entity Description: State Licensed Medical Marijuana Dispensary

Entity Phone: 480-749-6468 **Entity Email:** info@themintdispensary.com **Entity Website:** www.themintdispensary.com

Entity Address 1: 330 E. Southern Avenue #35 **Entity Address 2:**

Entity City: Mesa **Entity State:** AZ **Entity Zip Code:** 85210 **Entity Country:** United States

Entity Mailing Address 1: 21001 N. Tatum Blvd. #1630-486 **Entity Mailing Address 2:**

Entity Mailing City: Phoenix **Entity Mailing State:** AZ **Entity Mailing Zip Code:** 85050 **Entity Mailing Country:** United States

Business Interest in Other State 3

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

Owner First Name: Eivan **Owner Last Name:** Shahara **Owner Suffix:**

Entity Legal Name: The Cerberean Group LLC **Entity DBA:**

Entity Description: Professional Cannabis Facility Management & Consulting Services Company serving the Arizona Medical Marijuana Industry.

Entity Phone: 602-334-1484 **Entity Email:** eivan@cerbereangroup.com **Entity Website:**

Entity Address 1: 5210 S. Priest Drive **Entity Address 2:**

Entity City: Guadalupe **Entity State:** AZ **Entity Zip Code:** 85283 **Entity Country:** United States

Entity Mailing Address 1: 21001 N. Tatum Blvd. #1630-486 **Entity Mailing Address 2:**

Entity Mailing City: Phoenix **Entity Mailing State:** AK **Entity Mailing Zip Code:** 85050 **Entity Mailing Country:** United States

Business Interest in Other State 4

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

Owner First Name: Eivan **Owner Last Name:** Shahara **Owner Suffix:**

Entity Legal Name: MINT MO 4 LLC **Entity DBA:**

Entity Description: Medical marijuana dispensary.

Entity Phone: 480-749-6468 **Entity Email:** info@themintdispensary.com **Entity Website:**

Entity Address 1: 150 Mid Rivers Mall Circle **Entity Address 2:**

Entity City: Saint Peters **Entity State:** MO **Entity Zip Code:** 63376 **Entity Country:** USA

Entity Mailing Address 1: 7700 Forsyth Blvd., Suite 1800 **Entity Mailing Address 2:**

Entity Mailing City: St. Louis **Entity Mailing State:** MO **Entity Mailing Zip Code:** 63105-1846 **Entity Mailing Country:** USA

Business Interest in Other State 5

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

Owner First Name: Blake **Owner Last Name:** Mensing **Owner Suffix:**

Entity Legal Name: Squared Holdings LLC **Entity DBA:** MC2

Entity Description: Applying for a medical marijuana dispensary license in Warren, Michigan

Entity Phone: 908-499-4896 **Entity Email:** david@dhcconsulting.net **Entity Website:**

Entity Address 1: 520 N. Main Street **Entity Address 2:**

Entity City: Royal Oak **Entity State:** MI **Entity Zip Code:** 48067 **Entity Country:** USA

Entity Mailing Address 1: 520 N. Main Street **Entity Mailing Address 2:**

Entity Mailing City: Royal Oak **Entity Mailing State:** MI **Entity Mailing Zip Code:** 48067 **Entity Mailing Country:** USA

Business Interest in Other State 6

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

Owner First Name: Blake **Owner Last Name:** Mensing **Owner Suffix:**

Entity Legal Name: Squared Holdings LLC **Entity DBA:** MC2

Entity Description: Applying for a vertically integrated medical marijuana license in New Jersey

Entity Phone: 908-499-4896 **Entity Email:** david@dhcconsulting.net **Entity Website:**

Entity Address 1: 301 Orange Avenue **Entity Address 2:**

Entity City: Cranford **Entity State:** NJ **Entity Zip Code:** 07016 **Entity Country:** USA

Entity Mailing Address 1: 301 Orange Avenue **Entity Mailing Address 2:**

Entity Mailing City: Cranford **Entity Mailing State:** NJ **Entity Mailing Zip Code:** 07016 **Entity Mailing Country:** USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Eivan **Last Name:** Shahara **Suffix:**

Marijuana Establishment Name: Mint Dispensary Facilities II LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Pittsfield **Marijuana Establishment State:** MA

Individual 2

First Name: Eivan **Last Name:** Shahara **Suffix:**

Marijuana Establishment Name: Mint Cultivation Facilities LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Palmer **Marijuana Establishment State:** MA

Individual 3

First Name: Blake **Last Name:** Mensing **Suffix:**

Marijuana Establishment Name: Holyoke 420 LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 4

First Name: Blake **Last Name:** Mensing **Suffix:**

Marijuana Establishment Name: Coyote Cannabis Corporation **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 5

First Name: Blake **Last Name:** Mensing **Suffix:**

Marijuana Establishment Name: Coyote Cannabis Corporation **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 6

First Name: Blake **Last Name:** Mensing **Suffix:**

Marijuana Establishment Name: Healing Calyx LLC **Business Type:** Other

Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 768 Pleasant Street

Establishment Address 2:

Establishment City: Belmont **Establishment Zip Code:** 02478

Approximate square footage of the establishment: 1955 **How many abutters does this property have?:** 13

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Mint Retail Facilities LLC - Plan to Remain Compliant with Local Zoning.pdf	pdf	5e5fde2156474b469c111159	03/04/2020
Certification of Host Community Agreement	Host Community Agreement Certification Form - MINT - Executed.pdf	pdf	5fc511eef867b207bbf0ebc3	11/30/2020
Community Outreach Meeting Documentation	Mint Belmont COM packet completed.pdf	pdf	5fc515b7aa3b3307861cfccf	11/30/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	NEVA letter for Mint Belmont.pdf	pdf	5ff8ad0936d86207eb969ebe	01/08/2021
Other	MRCC letter for Mint Belmont.pdf	pdf	5ff8ad0a89d382080d8ee6e2	01/08/2021
Plan for Positive Impact	Mint Belmont Updated 2-3-2021 Positive Impact Plan.pdf	pdf	601acf18d44ed235c8c457a8	02/03/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: Eivan **Last Name:** Shahara **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Other (specify) **Other Role:**

First Name: Blake **Last Name:** Mensing **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	MA Certificate of Organization Mint Retail Facilities LLC.pdf	pdf	5e50472061c9e9045a79443b	02/21/2020
Bylaws	Mint Retail Facilities LLC Operating Agreement.pdf	pdf	5e53e7335b05c304785e9d02	02/24/2020
Secretary of Commonwealth - Certificate of Good Standing	Mint Retail Facilities LLC CoGS 11062020.pdf	pdf	5fbd3f33d8789e0780e3f362	11/24/2020
Department of Revenue - Certificate of Good standing	Mint Retail Facilities LLC DOR CoGS 11202020.pdf	pdf	5fbd3f35925f52079a1f0cae	11/24/2020
Department of Revenue - Certificate of Good standing	Unemployment Assistance form for Mint Retail Facilities LLC.pdf	pdf	5fbd3f57d8789e0780e3f366	11/24/2020

No documents uploaded

Massachusetts Business Identification Number: 001412153

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Mint Retail Facilities LLC - Plan to Obtain Liability Insurance.pdf	pdf	5e5047eb1c3b1d04a32b4251	02/21/2020
Business Plan	Mint Business Plan Belmont 040220 reduced.pdf	pdf	5e879d97b3c49635509eac2a	04/03/2020
Proposed Timeline	Mint Retail Facilities LLC Proposed Timeline 11242020.pdf	pdf	5fc516abaa3b3307861cfce1	11/30/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Mint Belmont - Dispensing procedures .pdf	pdf	5f3af28ab18f5e08358c6237	08/17/2020
Prevention of diversion	Mint Belmont - Prevention of Diversion.pdf	pdf	5f3af28c5330a107b966bd0c	08/17/2020
Inventory procedures	Mint Belmont - Inventory Procedures.pdf	pdf	5f3af28d9fd04f085a976814	08/17/2020
Record Keeping procedures	Mint Belmont - Record Keeping Procedures.pdf	pdf	5f3af2903595ff084fed40c5	08/17/2020
Qualifications and training	Mint Belmont - Qualifications and Training.pdf	pdf	5f3af2a9cc687b07b2611d06	08/17/2020
Maintaining of financial records	Mint Belmont - Maintaining of Financial Records.pdf	pdf	5f3af2ac3a4447086ca96c1f	08/17/2020
Security plan	Mint Belmont - Security Plan.pdf	pdf	5f3af2af9fd04f085a976818	08/17/2020
Quality control and testing	Mint Belmont - Quality Control and	pdf	5f3af36a3a4447086ca96c2b	08/17/2020

	Testing.pdf			
Personnel policies including background checks	Mint Belmont - Personnel Policies Including Background Checks.pdf	pdf	5f3af36d971c7c07c0434a8c	08/17/2020
Energy Compliance Plan	Mint Retail Facilities LLC Energy Compliance Plan 11242020.pdf	pdf	5fc51762d8789e0780e3fd84	11/30/2020
Storage of marijuana	Mint Belmont - Storage (1).pdf	pdf	5ff8a6692027b107e8dc98f6	01/08/2021
Plan for obtaining marijuana or marijuana products	Mint Belmont Plan to Obtain Products.pdf	pdf	5ff8ac17e826e207c07dc465	01/08/2021
Restricting Access to age 21 and older	Mint Belmont - Restricting Access to age 21 and older (25+) (1).pdf	pdf	5ff8adaceb00b107e45458d5	01/08/2021
Transportation of marijuana	Mint Belmont - Transportation of Marijuana .pdf	pdf	5ff8aee009cfae0810fd3fa1	01/08/2021
Diversity plan	Mint Belmont - Diversity Plan (1).pdf	pdf	601acf014dba6f360b67dc27	02/03/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS
No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN
No records found

COMPLIANCE WITH DIVERSITY PLAN
No records found

HOURS OF OPERATION

Monday From: 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

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Zoning Bylaw Section 6F; Belmont Planning Board Special Permit for Adult Use Marijuana Establishments and Overlay District.

> The Mint Retail Facilities, LLC, ("Mint Retail" or "Mint") proposed Registered Marijuana Dispensary meets the Town of Belmont's definition of Marijuana Retailer, which in turn is further defined under Marijuana, Adult Use Establishment (AUME), in Belmont's Zoning Bylaw.
>
> A Marijuana Retailer is defined as "An entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell, or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers. Mint meets this definition.
>
> Marijuana, Adult Use Establishment (AUME) - Collectively Marijuana Cultivator, Marijuana Independent Testing Laboratory, Marijuana Product Manufacturer, and Marijuana Retailer or any other type of licensed marijuana-related businesses. Mint meets this definition.

This proposed Mint Retail use is located 768 Pleasant Street, Belmont, within the Local Business II Zone situated along Pleasant Street, and the Adult Use Marijuana Establishment Overlay District overlays the Local Business II Zone. The subject site is within the overlay and is allowed by special permit from the Belmont Planning Board which special permit will be duly applied-for, obtained and maintained by Mint Retail. Other than a Planning Board special permit evaluated below there are no other land use approvals needed.

The time frame for Mint Retail's obtaining this special permit is as follows: Approximately 30 days for applicant to prepare application; approx. 30 days for publishing and posting of public notice of hearing date (application must be heard by zba within 65 days by MGL 40A, S.9.); one or two hearing dates to be accomplished within 30 to 60 days depending on frequency of meetings held by permit granting authority (Planning Board); approximately 30 days for final decision (decision must be rendered within 90 days by MGL 40A, S.9.); following filing of final decision within 90 days with clerk there is a statutory 20 day appeal period. Total time-frame is approximately 150 days.

The following special permit granting criteria shall be met per specific special permit granting provisions for an Adult Use Marijuana Establishments (AUME).

> The site is located within an Adult Use Marijuana Establishment Overlay District (AUMEOD) as Mint holds site control at 768 Pleasant Street (Route 60) in the Local Business II Zone and, according to the bylaw, this zone, and by virtue thereof this location, is suitable to minimize adverse impacts of AUMEs on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds, and other locations where minors congregate by regulating the siting, design, placement, security, and removal of AUMEs.

Physical and Locational Requirements:

a. All aspects of the AUME must take place at a fixed location within a fully enclosed building and shall

not be visible from the exterior of the business. Mint shall comply with this requirement as it is utilizing an existing building and will renovate as needed for compliance.

b. Outside storage of marijuana, related supplies, or educational materials is prohibited. Mint shall comply as existing building to be refurbished is large enough for secured, interior, storage.

c. The proposed use shall not display signage or other marketing materials on the exterior of the building or in any manner visible from the public way that, in the opinion of the Planning Board, may promote or encourage the use of marijuana or other drugs by minors. Symbols and logos used to identify marijuana shall be prohibited in accordance with state law. Mint shall comply with the foregoing at this location.

d. AUMEs may not be located within 500 feet of a school, including a public or private elementary or secondary school. The distance under this Section is measured in a straight line from the nearest point of the property line of the protected uses identified in this Section to the nearest point of the building in which the proposed AUME is to be located. Mint is in compliance and it has been determined that no schools described herein are within the 500-foot radius.

Application In addition to the materials required under Section 7.4.4 of this Zoning By-Law, the application for a Special Permit AUME shall include:

a. Disclosure Statement – An affidavit(s) signed by the organization's Chief Executive Officer disclosing all of its designated representatives, including officers and directors, shareholders, partners, members, managers, directors, officers or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons. Mint shall comply and this information is required in state licensing process, as well.

b. Evidence that the Applicant has site control and the right to use the site for a facility in the form of a deed or valid purchase and sale agreement, or in the case of a lease, a notarized statement from the property owner or a redacted copy of the lease agreement. Mint shall comply. Mint has reached an agreement with the property owner for a long-term lease arrangement.

c. Description of Activities - A narrative providing information about the type and scale of all activities that will take place on the proposed site, including, but not limited to on-site sales, distribution of educational materials, and other programs or activities. Mint shall comply. Mint has established a record of successful operation of retail facilities.

d. Floor Plans - A detailed floor plan of the proposed AUME that identifies the square footage available and describes the functional areas of the AUME. Town of Belmont Zoning By-Law As amended through 04/29/2019 Approved 09/05/2019 6F-3. Mint shall comply and this will be part of the site plan submission with special permit application.

e. Site Plans - Detailed site plans that include the following information: i. Compliance with the requirements for parking and loading spaces, for frontage, yards, and heights and coverage of buildings, and all other provisions of this Zoning By-Law; ii. Convenience and safety of vehicular and pedestrian movement on the site and for the location of driveway openings in relation to street traffic; iii. Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected to be substantially affected by on-site changes; iv. Adequacy

as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the building; v. Design and appearance of proposed buildings, structures, freestanding signs, screening' and landscaping; and vi. Adequacy of water supply, surface and subsurface drainage, and exterior lighting of the Premises. Mint shall comply with all of the foregoing and has experienced and established engineering firms assisting with site plan preparation.

f. Transportation Analysis - A quantitative analysis, prepared by a qualified transportation specialist acceptable to the Planning Board, modeling the expected origin and frequency of customer and employee trips to the site, the expected modes of transportation used by customers and employees, and the frequency and scale of deliveries to and from the site. Mint shall comply and its engineering firm is preparing this analysis. Given Pleasant Street is a designated State Route (Route 60) and given past use as a service station no adverse impact shall result from Mint retail establishment.

g. Context Map – A map depicting all properties and land uses within a 500-foot radius of the project site, including but not limited to all facilities identified in Section 6F.4 d above. Mint shall comply and this will be part of site plan sets.

h. Building Elevations and Signage – Architectural drawings of all exterior building facades and all proposed signage, specifying materials and colors to be used. Mint shall comply and present code compliant signage with no dimensional relief needed.

i. Registration Materials – Copies of registrations and licenses and a copy of a signed Host Agreement with the Town of Belmont, in accordance with MGL c. 94G and subsequent regulations, to the Planning Board prior to the issuance of a Certificate of Occupancy. Required licenses include: the state license from the Cannabis Control Commission (CCC) and the Sales Permit from the Town of Belmont Board of Health. Mint shall comply and the foregoing is part of the state licensing process, as well.

j. Disposal Plan – A plan indicating how the unused and expired marijuana products will be disposed consistent with applicable state and local regulations. Mint shall comply and has extensive experience with this requirement at other retail facilities that it operates.

Special Permit Criteria In granting a Special Permit for an AUME, in addition to the general criteria for issuance of a Special Permit as set forth in Section 7.4.3 of this Zoning By-Law, the Planning Board shall find that the following criteria are met:

a. The AUME meets all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and the Town of Belmont and will be in compliance with all applicable state and local laws and regulations. Yes. Compliance by Mint.

b. The building and site have been designed to be compatible with other buildings in the area and to mitigate any adverse visual or economic impacts that might result from required security measures and restrictions on visibility into the building's interior. Town of Belmont Zoning By-Law As amended through 04/29/2019 Approved 09/05/2019 6F-4. Yes. Compliance by Mint. Building is existing and will be refurbished and improved and updated and will be similar in dimension to other commercial buildings that are adjacent.

c. The AUME provides a secure vestibule for checking proper identification and provides a secure indoor waiting area and adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage of marijuana is adequately secured in enclosed, locked facilities. Yes. Compliance by Mint. Mint has extensive experience with security at its other retail facilities.

d. The site is designed to provide convenient, safe, and secure access and egress for customers and employees arriving to and leaving from the Premises using all modes of transportation. Yes. Compliance by Mint. Ideal location with ample parking and highly compliant ingress and egress.

e. Loading, refuse, and service areas are designed to be secure and visually shielded from abutting uses. Yes. Compliance by Mint. These areas of operations to be located on side or rear of facility away from view of public way and abutting uses.

f. Traffic generated by customer trips, employee trips, deliveries to and from the AUME, and parking and queuing, especially during peak periods at the AUME, shall not create a substantial adverse impact on nearby residential uses. Yes. Compliance by Mint. No residential uses are within a proximity that would result in any impact and Mint location is large enough to meet customer volume and vehicle trips from the already highly-traveled Pleasant Street, Route 60. Engineering analyses will provide further establish compliance with the foregoing.

Special Permit Conditions on AUMEs The Planning Board may impose conditions reasonably appropriate to improve site design, traffic flow, public safety, preserve the character of the surrounding area, and otherwise serve the purpose of this Section 6F. In addition to any specific conditions applicable to the applicant's AUME, the Planning Board shall include the following conditions in any Special Permit granted under this Section:

a. Hours of Operation. Mint's hours of operation shall comply with the requirements of the bylaws of the Town of Belmont. Mint is seeking to operate seven days per week (except major Holidays), with weekday hours (Monday through Saturday) of 8:00 AM to 8:00 PM being sought, and a reduced operating time frame on Sundays.

b. The Special Permit shall lapse within five years of its issuance. If the Special Permit holder wishes to renew the Permit, an application to renew the Special Permit must be submitted at least 120 days prior to the expiration of the Special Permit. Mint shall comply and given this requirement will seek the full five-year special permit term.

c. The Special Permit shall be limited to the current applicant and is not transferable and shall lapse if the permit holder ceases operating the AUME. Understood by Mint.

d. The Special Permit shall lapse upon the expiration or termination of the applicant's state license from the CCC or Sales Permit from the Town of Belmont's Board of Health. Understood and to be complied-with by Mint.

e. The permit holder shall provide to the Inspector of Buildings and Chief of the Police Department, the name, telephone number, and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder. Understood and to be complied-with by Mint and will be addressed in detail with submission of security plans.

f. The designated representatives shall file an annual report (one year from the issuance of a Certificate of Occupancy) with the Office of Community Development providing a copy of all current applicable state licenses for the AUME and to demonstrate continued compliance with the conditions of the Special Permit. Understood and to be complied-with by Mint.

Design and Site Plan Review under Zoning Section 7.3. NOTE: Design and Site Plan Review,

otherwise applicable under Section 7.3 of the Belmont Zoning Bylaw on Design and Site Plan Review, **IS NOT** is not required for this use as this use already requires a Special Permit (for use) from the Planning Board and therefore site plans will be submitted and approved in conjunction with the Special Permit process.

Planning Board Special Permits (Generally) pursuant to Section 7.4 of the Belmont Zoning Bylaw.

The following are the basis for decisions on Special Permits, except as may be more specifically provided elsewhere in this By-Law (in this case, Section 6F on Adult Use Marijuana Establishment). Special Permits shall be granted only if the Special Permit Granting Authority determines that the proposal's benefits to the Town will outweigh any adverse effects for the Town or the vicinity, after consideration of the following preferred qualities, among other things:

a) Location

1. There shall be adequate provisions for water, sewerage, stormwater drainage for the proposed use and no additional adverse impacts should be created. Mint's use shall lessen impacts from this former automobile/vehicle service-station and adequate utilities and site improvements exist.

2. The site should be able to accommodate the proposed use without substantial environmental impacts, impacts to valuable trees or other natural resources. Mint's proposed site is a former service station and Mint's improvements will lessen impacts by lowering site activity and improving landscaping.

3. The site should be able to accommodate the proposed use without substantial impacts on municipal infrastructure and with minimum traffic impacts on abutting residential neighborhoods. Mint's use shall lessen impacts from this former automobile/vehicle service-station and adequate utilities and site improvements exist. No dense residential areas are within proximity and sparsely populated residential area off Snake Hill Road is located over 700 feet in distance to the northeast and on other side of Route 60 on which Mint is to be located.

b) Activity Type and Mix

1. Residential proposals should serve housing needs of local residents, broaden the diversity of housing within the Town and/or provide affordable housing opportunities pursuant to Section 6.10 of these By-Laws. Not Applicable

2. The use should complement the character and the scale of existing buildings/uses/activities in the neighborhood and not create undesirable impacts. Mint's use will be more desirable than existing service/gas station use as it is in the overlay district for the ME Retail Use, it is commercial in nature as are all the other uses along that portion of Pleasant Street in this business zone and is similar in shape/size to these other commercial buildings.

3. The use shall be beneficial to the Town and fulfill a need. Yes. Mint's use is desired by Town due to its town meeting approval of the use and the location of the use within the designated overlay business district.

c) Visual Concerns

1. Views from public ways and developed properties should be considerately treated in the site arrangement. Yes. Architectural and Site Plans will show refurbished building with new façade along with removal of gasoline pumps/canopy.

2. The visual impact of parking and service areas should be minimized and should be screened from abutting premises. Mint's location is an existing service station and will be improved with new façade, refurbished main building from bays to store, removal of pumps/canopy, and new landscaping along perimeter of location while remaining in compliance with screening requirements of 935 CMR 500.

3. Departure from the architectural scale of buildings on abutting and nearby premises should be minimized, except where the departure would serve a town purpose. Yes. Mint location to be refurbished and improved and existing and proposed final building are similar in scale to the other commercial buildings along Pleasant Street.

d) Access

1. Vehicular and pedestrian access/egress should be safe and convenient and shall be designed to minimize impacts on the abutting public ways. Yes. Mint shall utilize two entry-ways for ingress/egress for vehicles and parking lot shall be organized and laid-out to ensure pedestrian and patron safety while maximizing parking.

2. Pedestrian and vehicular movement within the site should be safe and convenient, and arranged to minimize impacts on abutters. Yes. Mint shall utilize two entry-ways for ingress/egress for vehicles and parking lot shall be organized and laid-out to ensure pedestrian and patron safety while maximizing parking.

e) Process

1. A proposal that has been developed in consultation with municipal staff and those likely to be substantially impacted by it is preferred. Mint shall confer with municipal staff and departments applicable to the permitting process prior to formal application and this may be through a combination of informal meetings and the Community Outreach Meeting required under 935 CMR 500.

2. Mitigation to ameliorate negative impacts is required. Yes. Mint is not aware of any negative impacts that resulting from its retail use and its location is within a business district within the overlay district for this use but Mint shall provide the applicable, necessary and reasonable mitigation that may be required in the event of a need to ameliorate any negative impacts that are determined.

f) Special Permit applications for use shall comply with the criteria within Section 7.3.5 Design and Site Plan Review. **NOTE:** Design and Site Plan Review, otherwise applicable under Section 7.3 of the Belmont Zoning Bylaw on Design and Site Plan Review, **IS NOT** is not required for this use as this use already requires a Special Permit (for use) from the Planning Board and therefore site plans will be submitted and approved in conjunction with the Special Permit process.

At the time of application, the Applicant shall submit documentation regarding each of the above considerations which are germane, including information regarding consultative efforts made with municipal staff, neighborhood groups or other affected parties. Mint shall comply with the foregoing

as further detailed and established herein.

Pursuant to Section 7.4.4 Procedures on Special Permits, the Belmont Bylaw recommends that the Applicant meet with municipal staff and abutters to the proposal prior to the application being filed and Mint representatives shall comply and may also seek to comply by-way-of utilizing its required filing, posting, publishing of notices and holding of the Community Outreach Meeting required under 935 CMR 500.

7.4.5 Special Permit Limitations

A Special Permit, if granted, shall be subject to any general or specific rules prescribed herein, and may be made subject to appropriate conditions, safeguards, and limitations on time or use. Mint understands and accepts this general provision.

Development Impact Reports Under Section 7.5 of the Belmont Zoning Bylaw.

NOTE: A Development Impact Report (DIR) pursuant to Section 7.5 of the Zoning Bylaw is NOT expected to be required given the reuse of the existing structure on site, and the establishment of the use within the business district under the Marijuana Establishment overlay district, which, among other criteria, will be adequately addressed and reviewed with site plans submitted with special permit application. A DIR is intended to enable the Planning Board to identify the environmental/social/physical and/or infrastructure impacts of the requested activity and to determine if the impacts can be mitigated. The DIR shall identify the methods to be used to mitigate and to minimize adverse impacts on the neighborhood and the Town. A DIR is applicable during a review of any application for a non-residential or multi-family structure or use which could have significant, deleterious environmental, physical or social impacts on the neighborhood and/or the Town and its infrastructure. The requirement for a DIR is at the discretion, the Planning Board and a determination of applicability is made at the time of the submittal of any application for the Special Permit. Given the sites location in a business zone on a busy travel way (Pleasant Street, State Route 60), and given there are no highly developed or dense residential areas nearby due to parallel railroad tracks and a DPW yard separating the residential areas, a Development Impact Report (DIR) is not anticipated. If required, it will be undertaken expeditiously and thoroughly by the Applicant ("Mint").

Town of Belmont, Board of Health, Regulations Regarding the Restriction of Adult Use Marijuana

Mariiuana Sales to Persons under the Minimum Legal Sales Age Prohibited

1. No person shall sell marijuana products or permit marijuana products, as defined herein, to be sold to a person under the minimum legal sales age or give marijuana products, as defined herein, to a person under the minimum legal sales age. The minimum legal sales age in Belmont is 25. Mint understands this regulation and shall comply. No individual patron or visitor shall enter into the facility without proof of valid identification establishing an age of 25 as outlined herein.

2. Identification: Upon entry into the premises of a marijuana retailer by an individual, a Marijuana Establishment agent shall immediately inspect the individual's proof of identification and determine the individual's age. Each person selling or distributing marijuana products, as defined herein, shall verify the age of the purchaser by means of photographic identification containing the bearer's date of birth (using government identification). An individual shall not be

admitted to the premises unless the marijuana retailer has verified that the individual is 25 years of age or older by an individual's proof of verification. Mint understands this regulation and shall comply.

3. Required Signage: The owner or other person(s) in charge of the retail store or other place used to sell marijuana products, as defined herein, at retail shall conspicuously post signage provided by the Belmont Board of Health that discloses current referral information about substance cessation, warnings regarding driving under the influence (MGL c 90 s24), facts regarding substance abuse signs and symptoms and any other information as required by the Board and/or Cannabis Control Commission. Mint understands and shall comply with this regulation.

a. The owner or other person(s) in charge of the retail store or other place used to sell marijuana products, as defined herein, at retail shall conspicuously post a sign stating that "The sale of marijuana products to someone under Belmont's minimum legal sales age of25 years is prohibited." Mint understands and shall comply with this regulation.

b. All required notices and signage shall be no smaller than 8.5 inches by 11 inches and shall be posted conspicuously in the retail establishment or other place in such a manner so that they may be readily seen by a person standing at or approaching the cash register. The notice(s) and signage shall directly face the purchaser and shall not be obstructed from view or placed at a height of less than four (4) feet or greater than seven (7) feet from the floor. Mint understands and shall comply with this regulation.

4. All retail sales of marijuana products, as defined herein, must be face-to-face between the seller and the consumer and occur at the permitted location. Mint understands and shall comply with this regulation.

License Types

1. Cultivation and Craft Marijuana Cultivator Cooperative, Microbusiness, Manufacturing, Independent Testing Laboratory, Retail (delivery only), Third Party Transporter, Existing Licensee Transporter, Research, and Social Consumption (Primary Use and Mixed Use) licenses are prohibited. Mint understands and shall comply as MINT is seeking only a Retail License.

Adult Use Marijuana Sales Permits

1. No person shall sell or otherwise distribute marijuana products, as defined herein, within the Town of Belmont without first obtaining an Adult Use Marijuana Sales Permit issued annually by the Belmont Board of Health. Only owners of establishments with a permanent, non-mobile location in Belmont, who meet and comply with the requirements outlined in 935 CMR 500.000, are eligible to apply for a permit and sell marijuana products at the specified location in Belmont. Mint understands and shall comply and will obtain such license. Mint's facility is permanent and has rights to lease said facility location and Mint complies with 935 CMR 500.00.

2. As part of the application process, the applicant must submit a copy of their completed Management and Operations Profile packet and Written Operating Procedures, as outlined in 935 CMR 500.101 and 935 CMR 500.105, to the Belmont Board of Health. The applicant will be provided with the Belmont regulation and each applicant is required to sign a statement declaring that the applicant has read said regulation and that the applicant is responsible for instructing any and all employees who will be responsible for marijuana sales on state and local laws regarding the sale of marijuana products and this regulation. Mint understands this regulation and shall comply.

3. Each applicant who sells marijuana products is required to provide proof of a current Marijuana Retail License issued by the Massachusetts Cannabis Control Commission, or its designee, before an Adult Use Marijuana Sales Permit can be issued. Mint understands and shall comply.

4. The fee for an Adult Use Marijuana Sales Permit shall be determined by the Belmont Board of Health annually. Mint understands and shall comply with applicable payment requirements in compliance with and required by such applicable and properly enacted and authorized laws.

5. A separate permit is required for each retail establishment selling marijuana products, as defined herein. Understood and compliance shall be made by Mint.

6. Each Adult Use Marijuana Sales Permit shall be displayed at the retail establishment in a conspicuous place. Understood and compliance shall be made by Mint.

7. No Adult Use Marijuana Sales Permit holder shall allow any employee to sell marijuana products, as defined herein, until such employee reads this regulation and state laws regarding the sale of marijuana products and signs a statement, a copy of which will be placed on file in the office of the employer, that he/she has read the regulation and applicable state laws. Understood and compliance shall be made by Mint.

8. An Adult Use Marijuana Sales Permit is non-transferable. A new owner of an establishment that sells marijuana products, as defined herein, must apply for a new permit. No new permits will be issued unless and until all outstanding penalties incurred by the previous permit holder are satisfied in full. Mint understands this provision.

9. Issuance of an Adult Use Marijuana Sales Permit shall be conditioned on an applicant's consent to unannounced, periodic inspections of his/her retail establishment to ensure compliance with this regulation. Mint understands this provision.

10. An Adult Use Marijuana Sales Permit will not be renewed if the permit holder has failed to pay all fines issued and the time period to appeal the fines has expired and/or has not

satisfied any outstanding permit suspensions. Mint understands this provision.

Additional Operating Requirements

1. All permitted Adult Use Marijuana Sales establishments shall comply with the following sanitary requirements:

    a. The Adult Use Marijuana Sales Permit applicant shall submit architectural plans for the building or renovation of his or her marijuana establishment to the Belmont Board of Health for review. Construction or renovation related to plans shall not begin until the Board, or its designee(s), has granted permission. Submission of such plans shall be accompanied by a fee determined by the Board. Mint shall comply with this provision.

    b. The manufacture of all edible marijuana products and food products containing marijuana shall be conducted in a state-licensed marijuana manufacturing facility and in accordance with all applicable state regulations. Marijuana establishments and agents shall comply with 105 CMR 500.000, "Good Manufacturing Practices for Food" and 105 CMR 590.000, "Minimum Sanitation Standards for Food Establishments" relative to edible marijuana products. Mint confirms.

    c. Marijuana establishments and agents shall comply with 935 CMR 500.000. Mint confirms.

2. A marijuana establishment shall submit a security plan, as outlined in 935 CMR 500.110, for review to the Belmont Board of Health, detailing all security measures taken to ensure patient, consumer and community safety, and eliminate unauthorized access to the premises. Mint shall comply with this provision and will provide its security plan approved by the Belmont Police Department.

Self Service Displays

1. All self-service displays of marijuana products, as defined herein, are prohibited. Understood by Mint.

Out of Package Sales and Waste Disposal

1. The sale or distribution of marijuana products, as defined herein, in any form other than in original factory-wrapped packaging is prohibited, including the repackaging or dispensing of any marijuana product, as defined herein, for retail sale. All marijuana products must remain in the original packaging and may not be further processed. Understood and compliance shall be achieved by Mint.

2. A retailer of marijuana products must provide the Belmont Board of Health with a written plan for disposal of all waste, including waste composed of or containing finished marijuana products. The retailer must keep a copy of their waste disposal records on site, in compliance with 935 CMR 500.105 (L). Understood and compliance shall be achieved by Mint.

Social Consumption and Sampling

1. The sale of single servings of marijuana products, as defined herein, to consumers for consumption or use on the premises is prohibited. Understood, acknowledged and confirmed by Mint.

2. Any consumption or use of marijuana products, including the sampling of products, on the premises of a marijuana establishment is prohibited. Understood, acknowledged and confirmed by Mint.

Marijuana Products Vending Machines

1. All vending machines containing marijuana products, as defined herein, are prohibited. Understood, acknowledged and confirmed by Mint.

Distribution and Packaging of Mariiuana Products

1. The delivery of marijuana products directly from a marijuana retailer is prohibited. All retail sales of marijuana products, as defined herein, must be face-to-face between the seller and the consumer and occur at the permitted location. Understood, acknowledged and confirmed by Mint.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

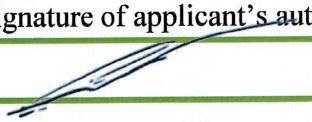
Host Community Agreement Certification Form

Instructions

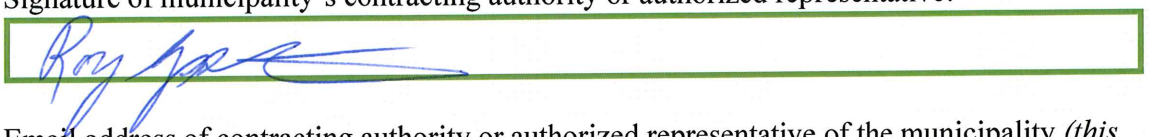
Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section 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:
   Mint Retail Facilities LLC
2. Name of applicant's authorized representative:
   Eivan Shahara
3. Signature of applicant's authorized representative:
   
4. Name of municipality:
   Town of Belmont
5. Name of municipality's contracting authority or authorized representative:
   Belmont Select Board

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



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).)*:

selectboard @ belmont-ma.gov

8. Host community agreement execution date:

November 24, 2020

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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): 07/09/2020

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

   a. Date of publication: 6/18/20

   b. Name of publication: The Belmont Citizen

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: 6/16/20

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: 6/16/2020

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

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

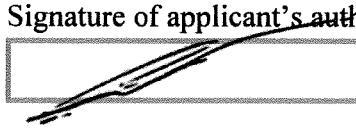
Name of applicant:

Mint Retail Facilities LLC

Name of applicant's authorized representative:

Eivan Shahara

Signature of applicant's authorized representative:



ATTACHMENT A

Legal Notices

TRAFFIC SIGNAL BIDS
LEGAL NOTICE
INVITATION FOR BIDS FOR TRAFFIC SIGNAL CONSTRUCTION LEXINGTON STREET AT SYCAMORE STREET

TOWN OF BELMONT
Belmont, Massachusetts
Date: June 11, 2020

The Inhabitants of Belmont, a municipal corporation situated in Middlesex County, Commonwealth of Massachusetts, represented by its Select Board, will receive sealed bids for **Traffic Signal Construction Lexington Street at Sycamore Street** in Belmont, Massachusetts, as specified herein, in said Town until 10:00 a.m. on **June 26, 2020** said bids to be received at the Office of Community Development, 19 Moore Street, Belmont, Massachusetts 02478.

Bidders must be pre-qualified by MassDot – Highway Division: 10 Park Plaza, Room 6260, Boston, MA 02116

All bids shall be in writing and be in a sealed envelope, which envelope shall have thereon the words that it contains a bid for Traffic Signal Construction Lexington Street at Sycamore Street in Belmont, Massachusetts, and the name of the bidder shall be indicated.

The bids will be opened by the Director of Community Development on behalf of the Select Board at the above address, on June 26, 2020 at 10:00 a.m. at which time they will be read publicly. Any bid received after the time and date specified, will not be considered.

Specifications for the work with the required form of contract and bond may be seen and obtained at a nonrefundable charge of $25.00 at the Office of Community Development, 19 Moore Street, Belmont, Massachusetts, which office has prepared said specifications and will have supervision of the work, and from which may be obtained printed forms for use in making bids and all information regarding the work to be done. All bids must be made on said forms and must be signed by the bidder, with his business address and place of residence. Each bid must be secured by an accompanying deposit in the amount of five (5%) percent of the bid in the form of a bid bond, cash, or certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company payable to the Town of Belmont. A bid bond shall be in a form satisfactory to the Board of Selectmen, with a surety company qualified to do business in the Commonwealth of Massachusetts, and conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit of the three (3) lowest responsible and eligible bidders will be retained until the Contract has been duly executed, and then returned, or if no award is made, then at the expiration of thirty (30) days. All other bid deposits will be returned within five (5) days after the date set for the opening of the bids. Saturdays, Sundays and legal holidays are excluded.

The bid bond, cash, cashier's check, or certified check payable to the Town of Belmont will be the property of the Town, and the amount thereof is the amount of damages which the Town will sustain by failure to carry out the bid if accepted by the Town, but if the bid is not accepted, or if notice is mailed or delivered and the undersigned executes and delivers said Contract and bond aforesaid, the check, or its amount is to be paid to the Bidder on receipt hereof.

Performance and payment bonds in the sum of one hundred (100%) percent of the total bid with a surety company as surety, acceptable to the Board of Selectmen, shall be required for the faithful performance of the Contract and payment of subcontractors and suppliers.

Bidders are advised that, by submitting a bid, each agrees that it has examined the site, that the specifications are adequate and that the required results can be produced under the specifications. No claims for extra work will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper specifications. Minimum wage rates are to be paid for this project as established in accordance with General Laws, Chapter 149, Sections 26 - 27D, as amended.

The Contractor shall provide all labor and materials in accordance with OSHA standards and regulations.

The successful bidder shall be required to submit documentation that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The Select Board reserve the right to reject any or all bids and to make the award as may be determined to be in the best interests of the Town of Belmont.

SELECT BOARD
Roy Epstein, Chair
Tom Caputo, Vice-Chair
Adam Dash

AD#13894533
BH6/11, 6/18/20

MARIJUANA
LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Retail Establishment is scheduled for Thursday July 9 at 6 pm and in light of COVID-19, will be held virtually as follows:

Join Zoom Meeting
https://us02web.zoom.us/j/84593553591

Meeting ID: 845 9355 3591

or Via Dial-in: (646) 558-8656 and entering the Meeting ID

The proposed Marijuana Retail Establishment is anticipated to be located at 768 Pleasant Street, Belmont, MA 02478. There will be an opportunity for the public to ask questions. A second community outreach meeting will be held in September as well.

AD#13895340
BH6/18/20

FIJUX ESTATE
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Middlesex Probate and Family Court
208 Cambridge Street
Cambridge, MA 02141
(617) 768-5800
Docket No. MI20P2161EA
CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Rosemarie Fijux
Date of Death: 02/21/2013

To all interested persons:

A Petition for **Late and Limited Formal Testacy and/or Appointment** has been filed by **David B Fijux** of **Belmont MA** or requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that **David B Fijux** of **Belmont MA** be appointed as Personal Representative of said estate to serve **Without Surety** on the bond in an **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 06/24/2020.

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 administration 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. Maureen H Monks, First Justice of this Court.

Date: May 27, 2020

Tara E. DeCristofaro
Register of Probate

AD#13895165
BH 6/18/20

Find a personal trainer.

Check out the Service Directory in Community Classifieds today. From therapists and trainers to landscapers and painters, the service directory is the best service to find local professionals.

Community classifieds
To place an ad call 1-800-624-SELL

Mattress recycling pilot program to start June 30

What does this mean for residents? Residents will no longer call Waste Management for a bulk pick-up. Instead, residents must call the DPW Office, 617-993-2680, before 11 a.m. Friday for a Tuesday pick-up. The same procedure that is used for appliances, TV's and computer monitors. Since this is a pilot program there will be no fee for mattresses at this time.

Why should mattresses be recycled? Almost 95% of the components in mattresses and box springs can be recycled. Recycling mattresses will decrease Belmont's trash tonnage and reduce our carbon footprint.

What exactly should be recycled and called in to the DPW Office? All size mattresses, including crib and foam. All size box springs.

What is excluded? Air or water beds, Mattress pads and toppers, pet beds.

FIRE LOG

Saturday, June 6

3:03 p.m.: Personnel responded to an arcing on Blake Street. Four Belmont Fire Department personnel responded arriving on scene. No mutual or automatic aid was given or received. Belmont Light Department was notified and arrived on the scene.

3:47 p.m.: Personnel responded to an arcing on Harvard Road. Car 3 established incident command and with Engine 1 investigated a report of an arcing wire. Both companies located a burning wire that connected the step down transformer to a secondary power line in front of 21 Harvard Road. Car 3 requested Belmont Light to respond to the scene and the burning wire extinguished itself while companies were standing by. Car 3 transferred command to Engine 1. Belmont Light arrived to further handle. Engine 1 terminated command, cleared the scene and returned to full service.

Sunday, June 7

12:22 p.m.: Personnel responded to an carbon monoxide detector activation due to malfunction on Betts Road. Personnel responded to investigate a carbon monoxide alarm. A detector emitting a end of life alarm was discovered. Personnel's meter readings were normal. Personnel assisted the homeowner with meter replacement.

7:43 p.m.: Personnel responded to a hazmat release investigation with no hazmat on Claflin Personnel investigated after a resident reported a strange odor in her residence. The investigation for an odor in residence was negative. Personnel's meter readings were normal.

Monday, June 8

7:34 p.m.: Personnel responded to a cooking fire confined to a container on Underwood Street. Upon arrival Engine 2 arrived and established command. Engine 2 reported a fire alarm sounding with an odor of smoke coming from the house. Car 3 arrived and assumed command. Engine 2 was able to enter the residence via an unlocked rear door. Engine 2 reported an unattended pot of food on the stove was burning with a smoke condition in the building. Engine 2 reported no fire extension in the kitchen. A primary search of the residence was negative. Command requested Ladder 1 to the scene to assist with ventilation of smoke. Command was able to speak to the homeowner who arrived at the scene. All units returned to service and command was terminated.

Tuesday, June 9

9:25 p.m.: Personnel responded to a brush fire on Gordon Terrace. Upon arrival, Car 3 assumed command of the incident and companies investigated. Police were on scene prior to the arrival of personnel. The fire was located on the side of the tracks close to the fence that separates the tracks from the parking lot. Trains were stopped in both directions by MBTA Police. Companies extinguished the fire and cooled the area. Expended firework (roman candle casting) was noted in the immediate area near the fire and youths were seen fleeing from the area. Police investigating further.

POLICE LOG

The following are excerpts from the Belmont Police log as made available by the Belmont Police Department. The log is public and available for review. All persons are presumed innocent until found guilty in a court of law.

June 8

3:26 p.m.: Concord Avenue resident reported illegal dumping. At approximately 8:30 a.m., he observed a Kane-Perkins cement truck pull up across from his residence. It was in the Eastbound lane facing the wrong direction. The truck dumped cement into the woods by the Rock Meadows reservation. He approached the truck operated by a heavyset white male in his 30s. He put the vehicle in reverse, backed up and turned onto Winter Street. He reported the incident to the Conservation Commission who said they would reach out to Kane-Perkins to cleanup the cement. Officers observed cement was dumped into the woods.

4:18 p.m.: Elm Street resident reported fraud. He received a letter in the male on June 6 from a Jeanne DE Arc Credit Union to confirm a new account opened in his name. He does not use this credit union and contacted them. They told him someone got hold of his name, date of birth, social security number and address and opened an account in his name. He closed the account, and set up multiple credit report alerts and filed a report under Id theft.gov.

June 9

10:25 a.m.: Trapelo Road resident reported fraud. He received an email from his cousin a few days ago directing him to open a Drop Box attachment. He opened the attachment and it appeared to be nothing. Friends told him they received an email from him about the same Drop Box message. It appears it could have been allowing a virus to enter into his computer and he was advised to contact his banks and credit card company to see if there is any fraudulent activity and to contact Drop Box.

4:37 p.m.: Belmont Variety reported property damage to the business door. A clerk said a five-year-old child standing outside kicked the door while having a temper tantrum with his mother. The glass to the window on the door cracked. Officers informed the mother they would have to find out the cost to replace the gas and see how the manager of the store would like to handle the situation. The manager was also advised to contact the insurance company and find out the best way to resolve the issue. He found out it would cost $485 to fix the broken glass. Officers attempted to contact the mother and left a voice mail.

5:27 p.m.: Criminal complaint against a Belmont man and two juveniles for larceny under $1,200.

9:25 p.m.: Officers observed smoke above the railroad tracks near Pearson Road. There was a brush fire along the fence separating Pearson Road and the railroad tracks. Belmont Fire responded and the fire was extinguished. Transit Police also responded. Belmont Fire located a roman candle style firework discarded in the brush near where the fire was located.

June 10

7:35 a.m.: Hill Road resident reported larceny of a bicycle. His bike, a white Dommaso Imola road bike, valued at $600, was stolen from the garage of his apartment complex on June 8. It was locked to a bike rack. Both the bike and lock were missing.

11:05 a.m.: An Ohio woman reported her 2018 Chevy was broken into. The right front passenger window of her vehicle was smashed and her pocketbook was taken. Officers could not find any item that could have been used to smash it. Her purse contained her driver's license, checkbooks, multiple credit cards and $50. She was walking around the Rock Meadow area with her grandchildren and when she returned, the window was smashed and her pocketbook was missing. It was located on the floor of the passenger side.

June 11

9:11 a.m.: A 2006 Hino box truck operated by an Everett man struck the overhead portion of the bridge. Remnants of the truck were on the sidewalk. A witness said it backed out of the tunnel and made its way towards Cross Street. There appears to be no structural damage to the bridge. An officer on Pleasant Street was able to stop the truck and asked why he left. He said he left to continue with his deliveries because he didn't see any damage to the bridge. His truck had damage on the top right portion.

June 13

1:56 p.m.: Concord Avenue resident reported suspicious activity. She left for China in August 2019 for five weeks. When she returned, she thought someone may have broken in because a light was on and a screen was lifted. Since this incident, she has noticed more suspicious events over the past couple of months. She recently noticed a small hole in one of her coffee tables and one of her mattresses was ripped. She believes someone may have put a camera or listening device in her coffee table. The lid to a shoe box was removed but the shoes were inside the box. She hasn't noticed anything missing and does not see any signs of forced entrance. She believes whoever is entering the residence may have a key.

June 14

8:29 a.m.: Trowbridge Street resident reported trespassing. The owner said within the last half hour, a female entered his backyard and wrote, "I love you" on a Patio table in chalk. He said he knows who the woman is. She used to live at the residence as a tenant. He knows she is getting help but wanted the incident documented.

4:56 p.m.: A Winchendon resident reported his 2017 Subaru broken into. She parked her car in front of a house she was visiting overnight on Cutter Street. When she returned at 9 a.m., she noticed her Apple MacBook laptop valued at $1,300 was missing. Also missing was her Coach wallet valued at $300, containing her Massachusetts Driver's License, credit and debit cards and gift cards worth $850 and $200 cash. She said her vehicle was locked but some of the windows were down.

June 15

7:20 a.m.: Radcliffe Road resident reported suspicious activity. She said on June 9 her daughter and a group of friends were at the Wellington School playground. As they were playing, an adult female told them to stop playing on the playground equipment because it is closed. She said she would videotape the girls and send it to the Belmont Police. She believes the woman resides in the area, possibly on Orchard Street.

10:21 a.m.: A Watertown woman reported she was walking her dog on Grosvenor by Anis Street and observed a man walking his dog on the baseball field in the same area. When she got onto the baseball field, the man's dog attacked her and her dog twice. The dog was off leash and scratched her leg and bit her dog on the side of his belly. Officers spoke to the Belmont man. He said his dog did not attack or bite the other dog and has never attacked anyone before. Grove Street resident reported. The woman said she was attacked by another the week before in Watertown. Both dogs were up to date with their licenses and vaccines. The animal control officer will be notified.

There were six domestic incidents between June 8 and June 14, including one domestic arrest.

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Attachment B

THE MENSING GROUP LLC
Massachusetts Cannabis Advisors
Local Permitting | State Licensing | Business Advising

June 15, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Retail Establishment is scheduled for Thursday July 9 at 6 pm and in light of COVID-19, will be held virtually as follows:

Join Zoom Meeting: https://us02web.zoom.us/j/84593553591

Meeting ID: 845 9355 3591

or Via Dial-in: (646) 558-8656 and entering the Meeting ID

The proposed Marijuana Retail Establishment is anticipated to be located at 768 Pleasant Street, Belmont, MA 02478. There will be an opportunity for the public to ask questions. A second community outreach meeting will be held in September as well.

Sincerely, on behalf of Mint Retail Facilities LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Gmail Kristina Beacom <kristina@mensinggroup.com

RE: Community outreach meeting July 9

1 message

Garvin, Patrice <pgarvin@belmont-ma.gov> Thu, Jun 18, 2020 at 2:20 P
To: Kristina Beacom <kristina@mensinggroup.com>

Good afternoon,

Yes, Confirmed, July 9th. I left a message with Blake to discuss. We just finished Town Meeting this week so I have been focused on that.

Patrice

From: Kristina Beacom [mailto:kristina@mensinggroup.com]
Sent: Wednesday, June 17, 2020 1:12 PM
To: Garvin, Patrice <pgarvin@belmont-ma.gov>
Subject: Community outreach meeting July 9

Hello Patrice,

I am reaching out to confirm the July 9 date for the virtual community outreach meeting regarding a marijuana establishment at 768 Pleasant Street. I also need confirmation that we have permission to hold the meeting via video conference due to the current restrictions on public gatherings. The information for the meeting is below. Thank you for your assistance.

Topic: Belmont Community Outreach Meeting
Time: July 9, 2020 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting: https://us02web.zoom.us/j/84593553591

Meeting ID: 845 9355 3591

Dial in:1 646 558 8656 and enter Meeting ID

Kristina Beacom

Practice Manager

The Mensing Group LLC

Direct: (413) 330-9334

www.MensingGroup.com

Town officials notified

	Address	Town	State	Zip
Belmont Town Clerk	455 Concord Avenue	Belmont	MA	02478
Belmont Select Board	455 Concord Avenue	Belmont	MA	02478
Belmont Plannng Board	455 Concord Avenue	Belmont	MA	02478
Bemont Housing Authority	455 Concord Avenue	Belmont	MA	02478

Attachment C

THE MENSING GROUP LLC
Massachusetts Cannabis Advisors
Local Permitting | State Licensing | Business Advising

June 15, 2020

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Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Parcel	Owner	Mailing Address	Town	State
30-18-27	[redacted]	[redacted]	BELMONT	MA
30-78	[redacted]	[redacted]	ACTON	MA
30-18	[redacted]	[redacted]	BELMONT	MA
30-75-B	[redacted]	[redacted]	BOSTON	MA
58-2	[redacted]	[redacted]	BELMONT	MA
30-69	[redacted]	[redacted]	BELMONT	MA
30-70	[redacted]	[redacted]	WALTHAM	MA
30-71	[redacted]	[redacted]	WATERTOWN	MA
58-1	[redacted]	[redacted]	BELMONT	MA
30-72	[redacted]	[redacted]	NORTH READING	MA
58-20	[redacted]	[redacted]	BELMONT	MA
30-69-A	[redacted]	[redacted]	ARLINGTON	MA
30-75	[redacted]	[redacted]	BELMONT	MA
	[redacted]	[redacted]	BELMONT	MA
	[redacted]	[redacted]	BELMONT	MA

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Dunn
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MGTA
Ritchie
BROOKLINE
1289 BEACON ST
BROOKLINE, MA 02446-2806
(800)275-8777
06/16/2020 01:17 PM
Product Qty Unit Price
Price
First-Class Mail® 1 $0.55 $0.55
Letter
(Domestic)
(BELMONT, MA 02478)
(Weight:0 Lb 0.30 Oz)
(Estimated Delivery Date)
(Friday 06/19/2020) $3.55
Certified $3.55
(USPS Certified Mail #)
(70200090000102812159) $0.55
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(Domestic)
(ACTON, MA 01720)
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(Domestic)
(BELMONT, MA 01864)
(NORTH READING, MA 01864)
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(Domestic)
(ARLINGTON, MA 02476)
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(70200090000102812138) $0.55
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(Domestic)
(BELMONT, MA 02478)
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(Domestic)
(BELMONT, MA 02478)
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(Domestic)
(BOSTON, MA 02110)
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(70200090000102812084) $0.55
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(Domestic)
(BELMONT, MA 02478)
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Certified $3.55
(USPS Certified Mail #)
(70200090000102812077) $0.55
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Letter
(Domestic)
(BOSTON, MA 02110)
(Weight:0 Lb 0.30 Oz)
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(Domestic)
(BELMONT, MA 02478)
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(Estimated Delivery Date)
(Friday 06/19/2020) $3.55
Certified $3.55
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(70200090000102812053) $0.55
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Letter
(Domestic)
(BELMONT, MA 02478)
(Weight:0 Lb 0.30 Oz)
(Estimated Delivery Date)
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(70200090000102817913) $0.55
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(Domestic)
(BELMONT, MA 02478)
(Weight:0 Lb 0.30 Oz)
(Estimated Delivery Date)
(Friday 06/19/2020) $3.55
Certified $3.55
(USPS Certified Mail #)
(70200090000102803433) $0.55
First-Class Mail® 1 $0.55 $0.55
Letter
(Domestic)
(WALTHAM, MA 02452)
(Weight:0 Lb 0.30 Oz)
(Estimated Delivery Date)
(Friday 06/19/2020) $3.55
Certified $3.55
(USPS Certified Mail #)
(70200090000102828248) $0.55
First-Class Mail® 1 $0.55 $0.55
Letter
(Domestic)
(BELMONT, MA 02478)
(Weight:0 Lb 0.30 Oz)
(Estimated Delivery Date)
(Friday 06/19/2020) $3.55
Certified $3.55
(USPS Certified Mail #)
(70200090000102803419) $0.55
First-Class Mail® 1 $0.55 $0.55
Letter
(Domestic)
(BELMONT, MA 02478)
(Weight:0 Lb 0.30 Oz)
(Estimated Delivery Date)
(Friday 06/19/2020) $3.55
Certified $3.55
(USPS Certified Mail #)
(70200090000102803402) $0.55
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June 18, 2020 at 10:44 am
Delivered to Agent for Final Delivery
NORTH READING, MA 01864

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ARLINGTON, MA 02476

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again later.

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WATERTOWN, MA 02472

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BOSTON, MA 02110

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Tracking Number: 70200090000102812057

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June 18, 2020 at 11:23 am

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BELMONT, MA 02478

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Tracking Number: 70200090000102803437

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Tracking Number: 70200090000102803406

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FAQs

POSITIVE IMPACT PLAN

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, Mint Retail Facilities LLC ("Mint" or "the Company") has created the following Positive Impact Plan.

Mint's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Commission has identified certain Areas of Disproportionate Impact ("ADIs") that were disproportionately harmed in the past by marijuana prohibition and enforcement as evidenced by their having historically high rates of arrest, conviction and incarceration related to marijuana crimes. Our Positive Impact Plan is focused on the following groups:

1. Past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission ("CCC").
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

Mint will implement the following goals, programs and measurements pursuant to this Positive Impact Plan.

Goal #1:
Provide financial support to New England Veterans Alliance ("NEVA") because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs, including past or present residents of areas of disproportionate impact as defined by the CCC, Massachusetts residents who have past drug convictions, and/or Massachusetts residents who have parents or spouses who have past drug convictions.

Program:
Donate a total of $2,500.00 annually to New England Veterans Alliance. The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. NEVA does important work in New England and across the country to improve veterans' lives, and building community for veterans. NEVA offers support, education and/or job training to Massachusetts residents disproportionately

impacted by the War on Drugs. Specifically, this donation will go towards two programming areas:

1. The Veterans Cultivation Program (VCP) which supports veterans in learning how to cultivate cannabis. The goal of VCP is to help educate the veteran community, to encourage self sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to the local communities and
2. Peer support groups for veterans across New England, specifically those veterans located in areas of disproportionate impact (ADI) and/or have had past drug convictions.

Measurement and Accountability:
At the end of each year, Mint will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the Mint has given to the program outlined above. Mint will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. NEVA will be able to produce documentation that the individuals participating in their programs have had past drug convictions and are from an area of disproportionate impact.

NEVA will provide an annual report to Mint, summarizing the use of the funds, as well as the disproportionately impacted communities the programs have worked with, and whether the individuals participating in the programs have had past drug convictions. NEVA will provide a copy to the Cannabis Control Commission upon request.

Goal #2:
On an annual basis, cover the costs/fees associated with obtaining an expungement of the criminal record for up to 5 individuals that are past or present residents of ADI's who have cannabis-related felonies.

Program:
Mint will commit $3,000 per calendar year to our Cannabis Expungement Program ("CEP") that will provide financial assistance for legal/filing fees for up to 5 individuals from areas of disproportionate impact attempting to expunge cannabis criminal charges from their record. Mint will identify an attorney to help individuals with completing the necessary expungement paperwork. **Mint will publish the application for the CEP on its website. Individuals will be able to apply for the Program on-line via the Company website. Individuals will be selected on a first come first serve basis. The first 5 individuals that meet the following criteria will be eligible for participation in the program:**

1. **Must show proof of past or present residency in an ADI as identified by the Commission and**
2. **Show proof of a cannabis-related felony.**

Measurement and Accountability:
Mint will use qualitative and quantitative measurement metrics in measuring the results of its program and upon renewal will demonstrate that the CEP led to measurable success of our goal. The metric to be used in determining whether the goals were met will be to produce the total number of individuals Mint has assisted with funding expungements per year and indicate the specific ADI where that individual resides or has resided. In addition, Mint will produce documentation that criminal records of individuals in the CEP have had their records expunged.

Goal #3:
Provide financial support to Massachusetts Recreational Consumer Council ("MRCC") because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs, including past or present residents of areas of disproportionate impact as defined by the CCC, Massachusetts residents who have past drug convictions, and/or Massachusetts residents who have parents or spouses who have past drug convictions.

Program:
Donate a total of $2,500.00 annually to MRCC. The donation to be made to MRCC will support MRCC's educational seminars that specifically occur within communities that are Commission-approved areas of disproportionate impact.

Measurement and Accountability: At the end of each year, Mint will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to the program outlined above. Mint will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. MRCC will provide Mint with documentation that the programs occurred within communities that are Commission-approved areas of disproportionate impact.

Mint 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.

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

Mint expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001412153

1. The exact name of the limited liability company is: MINT RETAIL FACILITIES LLC

2a. Location of its principal office:

No. and Street: ONE MARINA PARK DRIVE
SUITE 1140
City or Town: BOSTON State: MA Zip: 02210 Country: USA

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

No. and Street: ONE MARINA PARK DRIVE
SUITE 1140
City or Town: BOSTON State: MA Zip: 02210 Country: USA

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

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
No. and Street: 82 WENDELL AVE
SUITE 100
City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

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

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

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

Title	Individual Name	Address (no PO Box)

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	EIVAN SHAHARA	ONE MARINA PARK DRIVE BOSTON, MA 02210 USA

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	EIVAN SHAHARA	ONE MARINA PARK DRIVE BOSTON, MA 02210 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of November, 2019,
EIVAN SHAHARA

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

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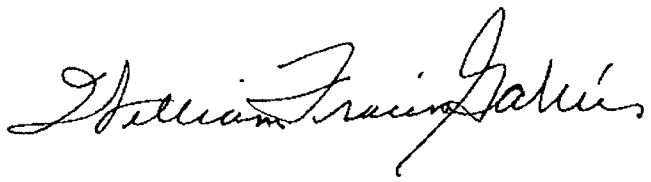
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

November 19, 2019 09:01 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Operating Agreement of
Mint Retail Facilities LLC,
a Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") of Mint Retail Facilities LLC**,** (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Mint Retail Facilities LLC, a Member-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

768 Pleasant Street, Belmont, Massachusetts 02478 or such other location as shall be selected from time to time by the Members.

The Company's mailing address is:

21001 N Tatum Blvd #1630-486, Phoenix, Arizona 85050

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Registered Agents Inc.. The Agent's registered office is 82 Wendell Ave, Suite 100, Pittsfield, Massachusetts 01201. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

The purpose of the Company shall be to carry on the business of an Adult-Use Marijuana Retailer (MR) or a Registered Marijuana Dispensary (RMD), as authorized and defined by St. 2017 c. 334, The Regulation and Taxation of Marijuana Act, St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana, M.G.L. c. 94G, and M.G.L. c. 94I, and 935 CMR 500.00 and 935 CMR 501.00.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

1. The Members vote unanimously to dissolve the Company;

2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;

3. It becomes unlawful for either the Members or the Company to continue in business;

4. A judicial decree is entered that dissolves the Company; or

5. Any other event results in the dissolution of the Company under federal or Massachusetts law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Eivan Shahara, 100%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power*. The Company's Members shall each have one Vote equal to the Vote of each other Member, regardless of the Member's share of Membership Interest in the Company.

2. *Proxies*. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;

9. Allocate fairly and reasonably any overhead for shared office space;

10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

11. Correct any known misunderstanding regarding its separate identity;

12. Maintain adequate capital in light of its contemplated business purposes;

13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;

14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;

15. Not require any obligations or securities of the Members; and

16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Massachusetts.

2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.

4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.

ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.

iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued on a quarterly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-corporation or a Partnership at any time.

VI. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.

E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the

Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VII. Exculpation and Indemnification.

A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the

Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

IX. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

X. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XI. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).

G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.

H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of May 10, 2019.

Signature:

Elvan Shahara

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Mint Retail Facilities LLC are as follows:

Eivan Shahara

Contribution:

Cash: $500,000.00
Intellectual Property - Knowledge of Cannabis Business Operations; Standard Operating Procedures, etc. valued at $500,000.00
Time & Effort - valued at $250,000.00

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

November 6, 2020

TO WHOM IT MAY CONCERN:

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

MINT RETAIL FACILITIES LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 19, 2019.**

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

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

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **EIVAN SHAHARA**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:sam

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

mass.gov/dor

Letter ID: L0054620480
Notice Date: November 20, 2020
Case ID: 0-000-866-630

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000029

MINT RETAIL FACILITIES LLC
1 MARINA PARK DRIVE STE 1140
BOSTON MA 02210

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

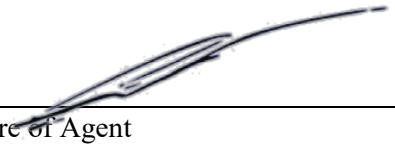
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

Signed under the pains and penalties of perjury, I, Eivan Shahara, an authorized representative of Mint Retail Facilities LLC, certify that Mint Retail Facilities LLC 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.



Signature of Agent

7/22/2020

Date

Name: Eivan Shahara

Title: Member

Entity: Mint Retail Facilities LLC

PLAN TO OBTAIN LIABILITY INSURANCE

Mint Retail Facilities LLC ("Mint") 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) Mint 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 Mint is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) Mint. 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 Mint is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) Mint 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.

Mint 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.

Conceptual Exterior Rendering Only – Final Design TBD

Mint Dispensary

BUSINESS PLAN

Mint Retail Facilities LLC
Adult-Use Retail Marijuana Establishment
Belmont, Massachusetts

March 19, 2020

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Executive Summary

Company Summary

The Mint Dispensary was founded in Guadalupe, Arizona in 2016, as a patient-centric, affordable, State-licensed medical marijuana dispensary serving qualifying patients in the Phoenix-metropolitan area.

Our **Core Values** have guided our operations from day one:

- ✓ **Safety** - Ensure our customers have access to safe, high-quality products subject to careful selection, processing, transporting, and testing by an independent laboratory, and provide access to those products in a safe, secure, and comfortable environment.

- ✓ **Education** - Provide current information and clinical research to help customers & the community understand the responsible and effective use of marijuana.

- ✓ **Compassion** - Serve our customers professionally with sensitivity to their individual needs.

- ✓ **Transparency** - Ensure integrity and transparency at all levels: members, management, employees, patients, community, and government.

- ✓ **Community** - Conduct varied and ongoing community-based outreach activities to serve the needs of our community.

To date, the Mint Dispensary has assisted over 150,000 unique individuals on their journey of seeking relief from symptoms associated with their debilitating medical condition. Our commitment to our core values, our patients, and our community resulted in exponential growth of our retail brand and the successful opening of our second dispensary location in Mesa, Arizona in February 2018.

Today, the Mint Dispensary operates two state-licensed medical marijuana (retail) dispensaries, a marijuana product infusion/manufacturing facility, and a marijuana cultivation facility in Arizona. The Mint Dispensary's experience and success operating retail, manufacturing, and cultivation facilities in the highly-regulated medical marijuana market has strongly positioned the Company to establish and operate similar facilities in the adult-use marijuana market.

Our Vision

- ✓ Leverage our experience operating in the cannabis industry to maintain short and long-term financial viability to serve our customers, the community, and the Commonwealth.
- ✓ Operate in full-compliance with all State and Local Laws & Regulations.
- ✓ To become an industry-leader in the blossoming cannabis industry.
- ✓ To have the Mint Dispensary brand become a trusted name in the community and in the Adult-Use market.

Mission

- ✓ To become the premier provider of high-quality cannabis products and to serve the needs of Adult-Use Cannabis consumers while making high-quality cannabis products more accessible to consumers in a safe, secure, and community-friendly environment.

Mint Dispensary is pursuing a Host Community Agreement with the Town of Belmont in order to file a license application with the Massachusetts Cannabis Control Commission ("CCC") to become a licensed Adult-Use Marijuana Retailer as defined by 935 CMR 500.002.

This Business Plan was developed in consideration of the requirements for licensure of a Marijuana Establishment, pursuant to 935 CMR 500.000 "Adult Use of Marijuana", the general operating requirements for Marijuana Establishments (935 CMR 500.105), and the additional operating requirements for a Marijuana Retailers (935 CMR 500.140).

Market Opportunities

According to the report by ArcView Market Research and BDS Analytics: "The Road Map to a $57 Billion Worldwide Market"[1], spending on legal cannabis worldwide is expected to hit $57 billion by 2027. The recreational marijuana market will cover about 67% of the spending while medical marijuana will take up the remaining 33%.

The legal cannabis market in North America amounted to $12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled $10.4 billion. It was followed by Canada with $1.6 billion. Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach $24.5 billion by 2021 with the compound annual growth rate (CAGR) of almost 28%.

Over 60% of the U.S. population now lives in states that have legalized some form of cannabis use and sales, illustrating the rising acceptance of cannabis nationwide and highlighting the industry's immense potential for future growth.

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.

In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis and first retail

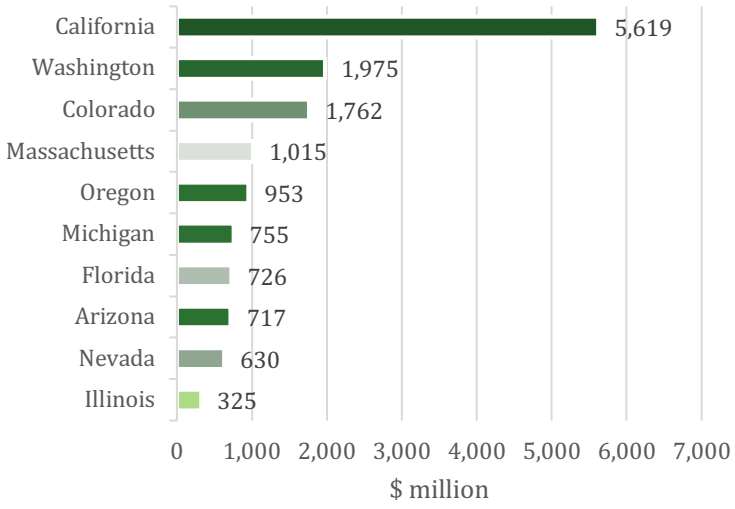


Figure 1. Medical and recreational cannabis sales in top states, 2020

[1] https://arcviewgroup.com/research/reports/

cannabis business was opened in Massachusetts in November 2018.

Cannabis stores sold about $9.3 million worth of cannabis products during the first month and since January 1, 2019 total legal cannabis sales exceeded $222 million, according to figures released by the Cannabis Control Commission[2].

It is expected over 700,000 customers are potentially interested in using recreational cannabis and the adult-use cannabis market in Massachusetts is projected to become a $1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

Start-up Summary

Mint Dispensary has participated in the licensing, design, development, and operation of marijuana facilities in Arizona and Michigan. The Company has demonstrated the capacity and has established relationships with the contractors, vendors, and suppliers necessary, to ensure the proposed facility is built-out and ready to operate within one-hundred and eighty (180) days from the date of notification from the CCC that the Company has been awarded a provisional license.

Activities Completed:

i. *Site Selection*. The Company has identified a property suitable for a retail marijuana establishment. The property, located at 768 Pleasant Street, has ample parking, will pose no adverse impact on the community or its resources, and complies with the siting requirements for Marijuana Establishments prescribed in the Town of Belmont's Zoning Bylaws.

ii. *Site Control.* The Company executed a Lease Agreement to secure property rights necessary to establish an adult-use marijuana retail establishment on the premises located at 768 Pleasant Street, Belmont, MA 02478.

Activities to be Completed:

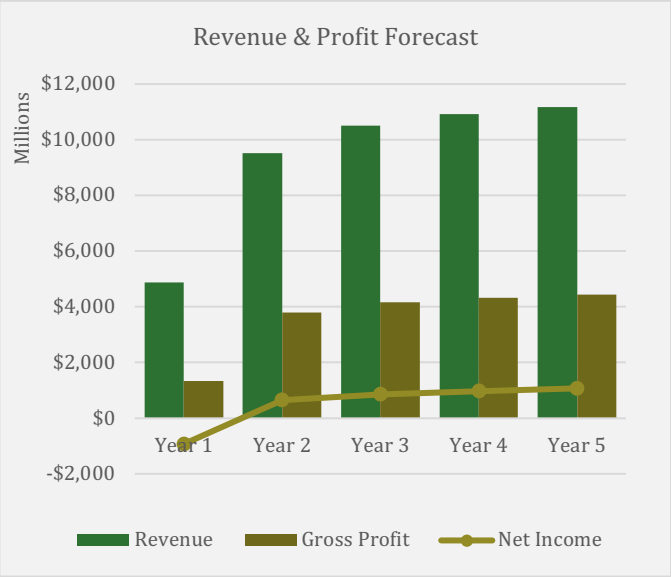
i. Submission of Host Community Agreement Screening Application to Town Planning Department.
ii. Negotiate and execute a Host Community Agreement with Town.
iii. Obtain Special Permit for Town.
iv. Submission of Adult-use Marijuana Retail Establishment license application to the Massachusetts Cannabis Control Commission.
v. Complete facility build-out and obtain authorization to operate from the CCC.

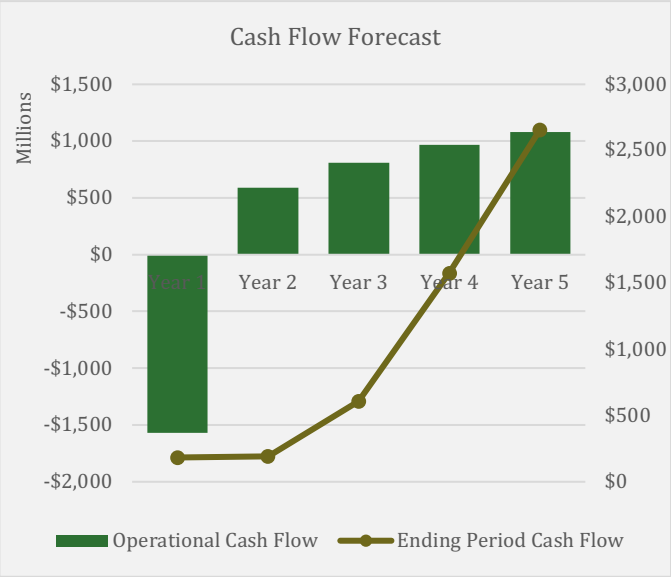
The Company anticipates an opening date no later than December 31, 2020.

[2] https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr

Financial Summary

The business will be fully funded with $1.5 million. This will include total capital cost of over $500 thousand, leaving nearly $1.0 million as working capital.





From a total investment of $1.5 million, Mint Dispensary is expected to generate nearly $9.5 million in gross revenues with net income of nearly $700 thousand in Year 2, its first full year of operations. Revenues are expected to grow to over $10.6 million in Year 3 with net income of nearly $900 thousand. After the first year of operations, it is expected that Mint Dispensary will be able to trim expenses through realizing business efficiencies, and leveraging operational experience and industry knowledge.

Direct and Indirect Community Impacts

Mint Dispensary will create more than 20 new jobs and pay over $500 thousand in salaries and benefits to local residents each year. The Company will also contribute 3.0% of gross receipts to the Town of Belmont in the form of a municipal impact fee, collect an additional 3% in local marijuana sales tax to benefit the Town of Belmont, and donate an additional $25,000 per year to local charities and non-profit organizations serving the Town of Belmont.

Table 1. Projected Local Marijuana Tax & Community Impact Fee,, $

	Year 1	Year 2	Year 3	Year 4
Local Marijuana Tax (3.0%)	$138,000	$282,000	$321,000	$330,000
Community Impact Fee (3% Gross)	$138,000	$282,000	$321,000	$330,000
State Sales Tax (6.25%)	$306,250	$587,500	$668,750	$687,500
State Marijuana Excise Tax (10.75%)	$526,750	$1,010,500	$1,150,250	$1,182,500
Total	$1,109,000	$2,174,200	$2,238,676	$2,303,152

Organization & Management

Legal Entity

Mint Retail Facilities LLC ("Mint Dispensary"), is a Massachusetts Limited Liability Company, No. 001412153, organized in the Commonwealth on November 19, 2019 with offices located at One Marina Park Drive, Suite 1140, Boston, MA 02210-1405.

Leadership

Mint Dispensary will be led by Eivan Shahara, who will serve as CEO/Owner.

Mr. Shahara has been an owner/operator in the regulated cannabis industry since 2016 and has substantial experience operating retail dispensaries, product manufacturing, and cultivation facilities.

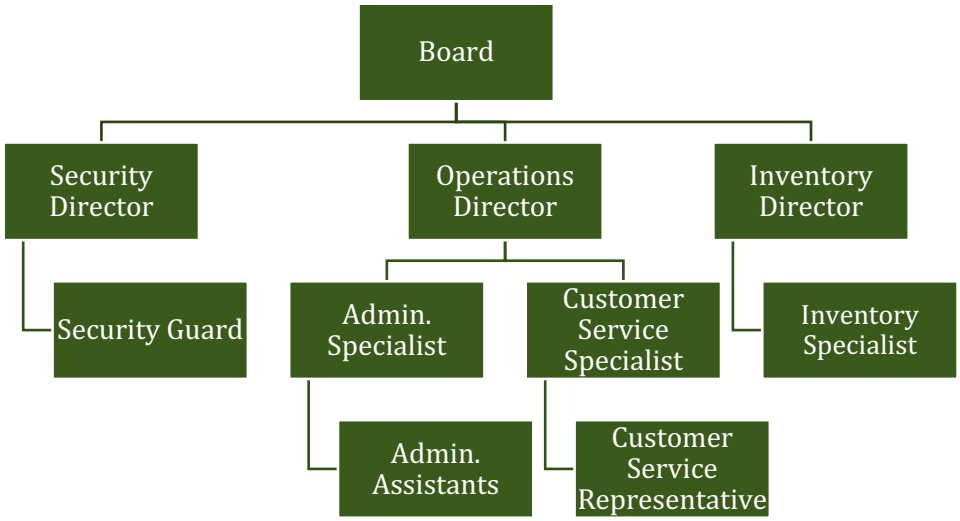
Blake M. Mensing, a Massachusetts native and dedicated cannabis attorney, will be a minority owner and will provide legal counsel and strategic business advice to Mint Dispensary for its proposed Belmont adult-use retail marijuana establishment.

Management

Mint Dispensary is a business that will be built on a solid foundation. From the outset, we have decided to recruit and train qualified people from the community to fill management and supervisory positions in our company. We hope to leverage their expertise and knowledge of the community to build our retail brand.

The following are the positions that will be available at Mint Dispensary:

Figure 2. Organizational structure



Market Analysis

Global Market

The global legal cannabis market amounted to $9.5 billion in 2017, growing by 37 percent on the year, according to the report “The Road Map to a $57 Billion Worldwide Market"[3].

Spending on legal cannabis worldwide is expected to hit $57 billion by 2027, while cannabis market in the United States and Canada is estimated to be about $46.5 billion and other $10.5 billion would go to other markets.

The largest growth rate is predicted within the rest-of-world markets, from $52 million spent in 2017 to a projected $2.5 billion in 2027.

The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

According to a report provided by Energias Market Research, the global medical cannabis market is projected to increase in value from $8.28 billion in 2017 to $28.07 billion in 2024 and at a CAGR of 19% from 2018 to 2024.

Key Trends:

- The initial decision by many U.S. States and Canada to create medical-only cannabis regulations prompted many other countries to act similarly while legalization of adult recreational use in California and Canada triggered a second wave of legalizing laws internationally to increase access to medical cannabis.

- South America countries have the most liberal medical cannabis programs. Led by Brazil, Argentina, Peru and Uruguay, the South American medical cannabis market may grow from $125 million in 2018 to $776 million by 2027.

- Germany is ready to become the leader of the European cannabis market, and Italy is expected to be second with $1.2 billion in sales by 2027. Some form of medical cannabis is now legal in 22 countries in Europe.

- Australia’s legal cannabis market is forecast to grow from $52 million in 2018 to $1.2 billion in 2027, the 5th largest in the world.

- Israel has a small population and a long history of legal medical cannabis use. It continues to be a leader over the years in the development of cannabis pharmaceuticals.

[3] https://arcviewgroup.com/research/reports/

North American Cannabis Market

The North American legal cannabis market amounted to $12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled $10.4 billion. It was followed by Canada with $1.6 billion.

The report from cannabis industry analysts ArcView Market Research, in partnership with BDS Analytics[4], forecasts that the entire legal cannabis market in North America to reach $24.5 billion in sales – a 28% annual growth rate by 2021 – as more countries and states legalize cannabis for recreational use and existing markets mature and will grow to $47.3 billion six years later.

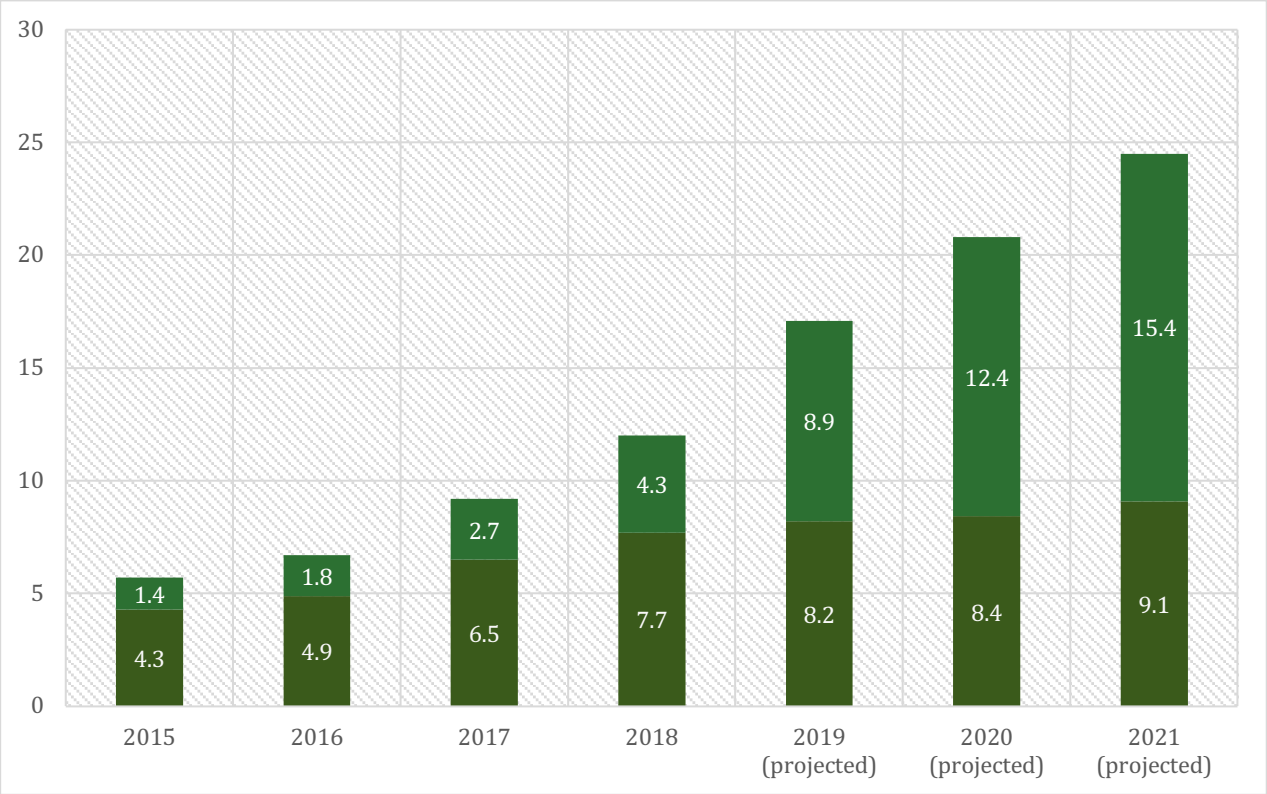


Figure 3. Medical and recreational cannabis sales forecast, billion $

[4] https://bdsanalytics.com/

The U.S. Cannabis Market

In 2018, 62% of Americans report supporting cannabis legalization, double what it was in 2000 (31%)[5]. Although the use of cannabis is illegal under the federal law and the federal government classifies cannabis as a schedule 1 drug, more than 60% of the U.S. states have legalized it in some form. Most states legalized it only for medical purposes, but ten states – Alaska, California, Colorado, Maine, Michigan (2018), Nevada, Massachusetts, Oregon, Vermont and Washington – have gone further, legalizing the recreational use.

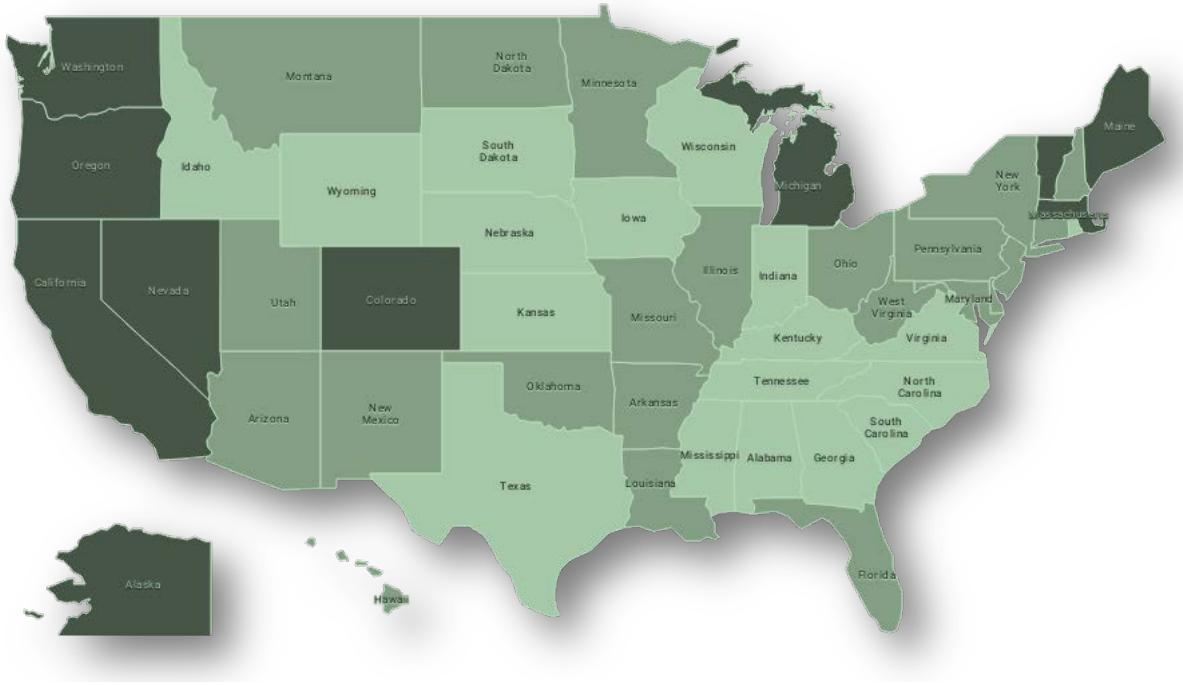


Figure 2. U.S. legalization map

- Medical / Recreational cannabis legalization
- Medical cannabis legalization
- No laws legalizing

As a result, there are 32 States that allow cannabis for medical use, 16 States allow Cannabidiol (CBD), 10 States and the District of Columbia allow cannabis for recreational use.

[5] Pew Research Survey, http://www.pewresearch.org/fact-tank/2018/10/08/americans-support-marijuana-legalization/

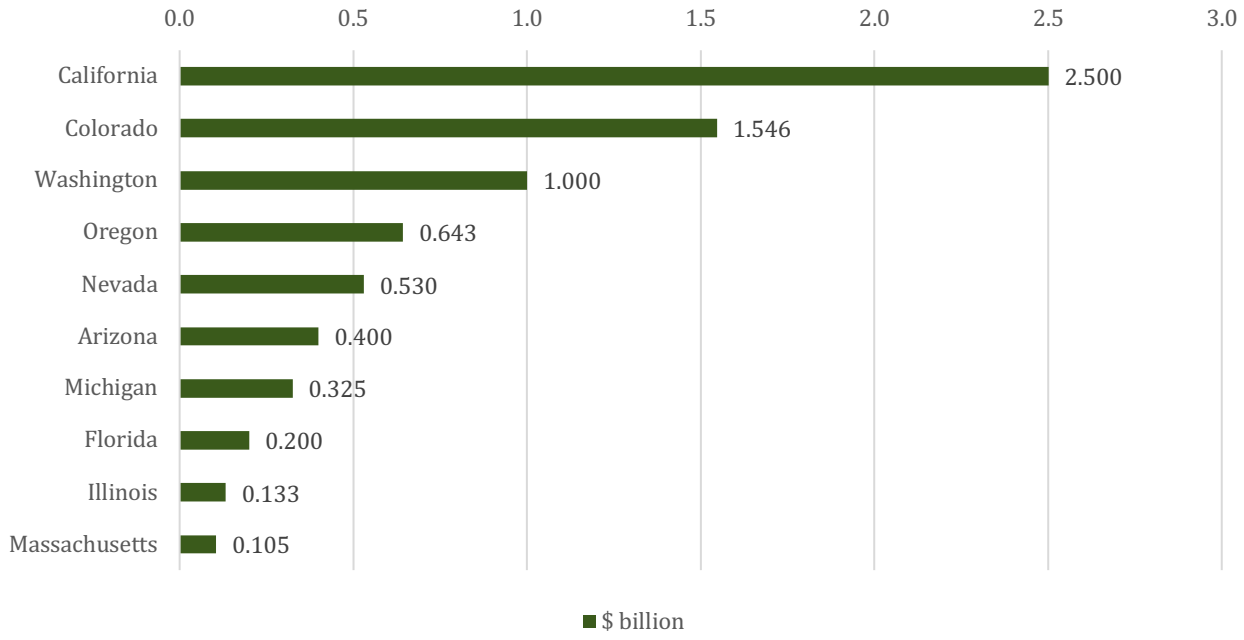


Figure 3. Medical and recreational cannabis sales in top states, 2018

There are about 10,000 active licenses for cannabis businesses in the U.S., according to Statista[6]. This includes cultivation, extraction and manufacturing, retail, distribution and testing licenses.

The industry employed 121,000 people in 2017 and 259,000 people in 2018. If cannabis market continues its growth trend, the number of workers in that industry could reach about 500,000 by 2022, according to New Frontier Data.

[6] https://www.statista.com/statistics/596641/us-cannabis-businesses-number/

U.S. Cannabis Retail Market

The expected growth came after a solid 2016, when recreational cannabis sales increased by 80% to reach $1.8 billion. Colorado and Washington led the charge, while Oregon's adult-use market posted strong sales gains in its first full calendar year of operation. The industry also saw a spike in medical cannabis sales, as patient counts rose in new states and continued climbing in mature markets.

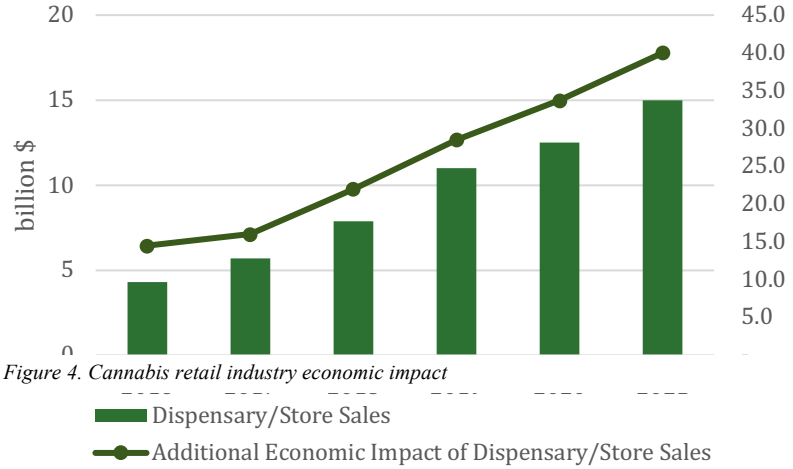


Figure 4. Cannabis retail industry economic impact

In 2017, overall cannabis sales in the United States at the retail level to soar by 31.5%, hitting $5.7 billion on the back of continued growth in existing recreational cannabis markets.

Recreational sales are expected to surpass medical this year for the first time ever. Medical cannabis sales also are expected to sustain the industry.

The cannabis retail market is growing at a high rate in the United States alone, with over 3,000 open and operating dispensaries and retail stores throughout the country according to data from Statista[7]. The growing numbers of dispensaries is a large part as to why New Frontier projects the industry to top $25 billion in revenue by 2025.

The increase in retail sales over the next five years will provide a substantial economic boost for the United States. The total economic output from legal cannabis will grow 150% from $16 billion in 2017 to $40 billion by 2021, according to the "US Legal Cannabis: Driving $40 Billion Economic Output" report released by ArcView Market Research, in partnership with BDS Analytics.

The level of sophistication and involvement among investors in the cannabis industry varies quite widely, as some belong to cannabis-specific venture capital firms while others have taken a material interest in a friend or family member's cannabis business. But in general, more investors are pumping money into the cannabis industry than ever before, and they're also increasing the size of their capital placements. The average investor/investment firm involved in the cannabis industry has placed $450,000 in cannabis companies.

[7] https://www.statista.com/statistics/596641/us-cannabis-businesses-number/

Cannabis Market in Massachusetts

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18th state to legalize medical cannabis through a ballot.
In 2018, there were over 60,000 (up from 19,000 in early 2016) people who have gotten medical cannabis cards that allow them to use medical cannabis legally to treat a variety of ailments. They were served by 47 medical cannabis dispensaries.

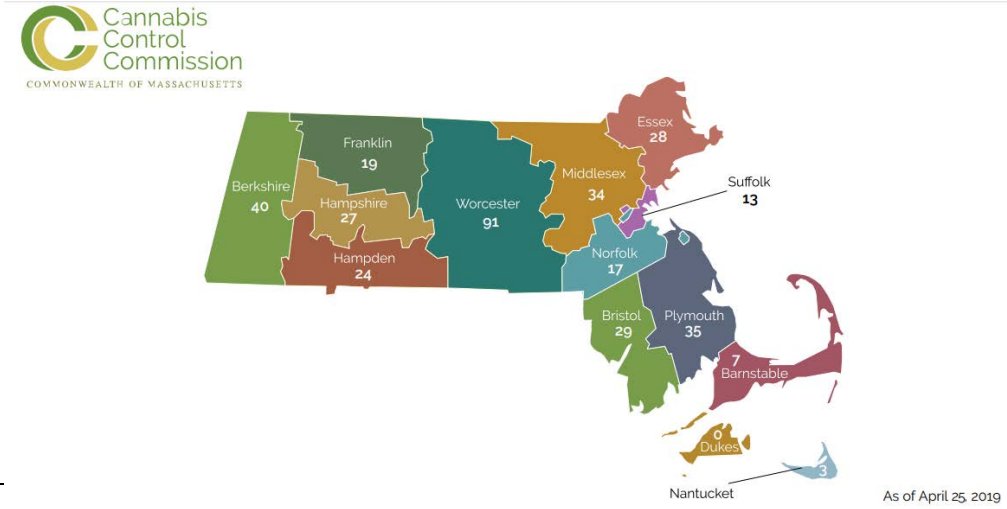
In November 2016, Massachusetts voters approved Question 4, the initiative to legalize the recreational use of cannabis for adults 21 years of age and older. In December 2016, the Massachusetts state legislature voted to delay sales of recreational cannabis for six months. Originally, licensing for cannabis shops was set to begin in January 2018, but the delay moved the date and the first retail cannabis business opened in Massachusetts in November 2018.

Cannabis Control Commission (CCC) Deadlines[8]

March 15, 2018	CCC shall promulgate rules and regulations for the issuance of licenses.
April 1, 2018	Accept applications for licenses.
April 1-15, 2018	Review applications of operating medical establishments and businesses that demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted, for grant or denial of license.
May 1, 2018	Independent Testing Laboratory regulations and rules promulgated. Regulations for Nantucket and Duke counties promulgated.
June 1, 2018	CCC received first applications including 51 the most completed to review.
November 20, 2018	First Retail Marijuana Establishments opened in Massachusetts.

Adult-Use Applications and Licenses

As of March 2020, 418 pending applications have been submitted, including 169 retailer, 123 cultivator, 94 manufacturer, 10 microbusiness, 6 transporter and 5 testing licenses, and 309 licenses have been awarded, including 127 retailer, 98 cultivator, 72



[8] https://mass-cannabis-control.com/

manufacturer, 5 microbusiness, 1 transporter and 3 testing licenses. The review process includes a background check and a 60-day window during which the municipality in which the business hopes to locate must certify that the applicant has met all local requirements.

Taxes

Adult use cannabis is subject to:

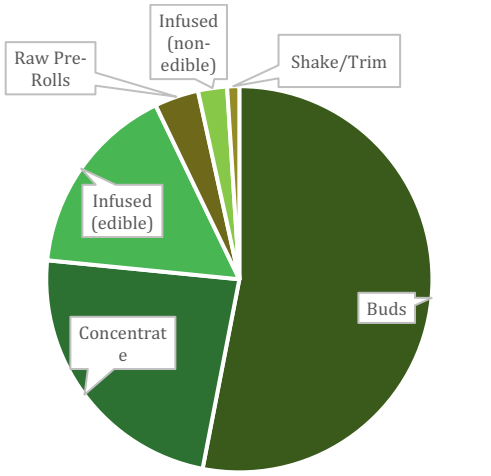
- state sales tax: 6.25%
- state excise tax 10.75%
- local option for cities or towns: up to 3%

Adult-Use Sales and Product Distribution

Cannabis stores sold about $9.3 million worth of cannabis products during the first month and in August 2019 total legal cannabis sales exceeded $239 million, according to figures released by the Cannabis Control Commission[9].

It is expected over 700,000 customers will be potentially interested in using recreational cannabis and the adult-use cannabis market in Massachusetts is projected to become a $1 billion industry by 2020. Research from multiple cannabis data and investment firms predict Massachusetts can become such a travel destination.

Figure 5. Total units sold by product category for one week



[9] https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr

SWOT Analyses

S	W	O	T
• Diversification of business - manufacturing, cultivation, distribution and retail • Diversified, Strategic Partnerships. • Extensive industry knowledge.	• Product liability / legal issues. • Enhanced risk of banking / financial / IRS scrutiny. • High energy consumption.	• High growth industry. • Growing interest and demand for high-quality cannabis products. • Trend toward greater cannabis legalization, including the use of cannabis for recreational purposes. • Potential for Future Global Market.	• A significant drop in wholesale pricing. • Possible cannabis law changing. • Indicators of a slowed global economy. • Larger companies entering the market.

Marketing Plan

Our Marketing and Advertising efforts will include:

- **Involvement and Sponsorship of Cannabis Business and Industry Trade Associations.**

- **Attendance, Sponsorship, and Advertising at Industry Events, Trade Shows, and Conferences.**

- **Use of Branded Marijuana & Marijuana Product Packaging.** Within the confines of the regulatory requirements of 935 CMR 500.105(4), all product and packaging materials will include our logo and/or brand name to promote brand recognition.

- **Use of Third-Party Targeted Marketing Services.** We will maintain a storefront and product pages on third-party targeted marketing websites such as, but not limited to, Weedmaps, Leafly, EazeMD, and MassRoots.

- **Retail Website.** We will establish and maintain a website that provides consumers with information about our services including the various forms of marijuana products available.

- **Public Relations.** We will actively pursue and manage press coverage in the local and even national media. The Company will hire a Public Relations Firm to furnish local press organizations with information about the Company and its work within the community.

Positioning

The Company will have five differentiation strategies that will appeal to consumers:

1. **Product Quality & Assortment** – Mint Dispensary will provide consumers with the largest assortment of brands and products under one roof. Our products will be safe, high-quality, and tested by an independent laboratory to ensure they are free of chemicals, pesticides, and mold. We will solicit feedback from our patients/customers to continuously improve product offerings.

2. **Facility Design** – Our modern design aesthetic will provide for a clean and inviting space. The secure vestibule where age verification will occur prior to being permitted to enter the sales area will be larger than those in competitor's stores to ensure patrons can wait indoors and out of inclement weather and the public view.

3. **Pricing** – Mint Dispensary will set and maintain its prices competitively by implementing a cost-leadership model at its production facilities, and leveraging our strong negotiating skills to secure wholesale partnerships with other marijuana establishments.

4. **Convenience** – With ample on-site parking, patrons will not be bothered by having to deal with long walks from off-site parking lots, customer shuttles, or valet services. In addition to parking, we will maximize the number of point-of-sale stations in the sales area to minimize wait times and long lines. The location will be conveniently accessible from highways and interstates.

5. **Unparalleled Service** – We will employ an expertly trained, knowledgeable, and friendly staff comprised of residents of the community who will help customers select the best products. The management team will always be available to talk with customers and potential customers, providing them with years of experience and expertise.

Competition

The cannabis industry is known to be highly competitive in the U.S. and in most parts of the world. The industry is consistently growing and the opening of each new establishment provides recreational users and patients with a greater number of options with respect to where they choose to obtain their cannabis products.

In this industry, most of the competitive dynamics center on the quality of cannabis and infused products offered, the quality and speed of services offered, affordable pricing, and the accessibility of the retail or dispensing location. Marketing & Advertising also plays a significant role.

With respect to the retail operations, as of November 15, 2019, thirty-five (35) marijuana retailers had received approval to operate from the Cannabis Control Commission in the form of a final license. The nearest operational adult-use retailer to the Town of Belmont is located at 697 Washington Street, Newton, MA 02458, approximately 4.3 miles away from Mint Dispensary's proposed location in Belmont.

Mint Dispensary is well positioned to service consumers in those municipalities that do not have adult-use marijuana establishments, with minimal impact on the community,

It important to acknowledge that it is inevitable that surrounding municipalities will eventually over-turn their moratoriums on marijuana establishments resulting in a greater number of retailers in the region and greater competition for market share. We do not view this as a detriment to the viability of the operation as our Arizona-based stores operate in a medical marijuana market with a qualifying patient base similar to the total population of the region. Furthermore the stores are located in a large metropolitan area that is home to one hundred and ten (110) of the State's one hundred and thirty-six (136) licensed dispensaries. Given the intense competition for market share in Arizona, we continue to be a preferred destination for patients.

Given our experience and proof of concept with the success of our Arizona stores, we will not only remain competitive, but make the Mint Dispensary the preferred destination for recreational cannabis users in Middlesex County.

Target Customers

The retail operation will only sell marijuana or marijuana products to consumers that are at least 25 years of age or older. The facility will not be registered as a medical marijuana dispensary (RMD), and as such, will not offer medical marijuana products or serve medical marijuana patients unless they choose to patronize the establishment as an adult-use customer.

Operations Plan

Location

Mint Dispensary has identified a building located at 768 Pleasant Street, which is currently operated as Lenny's Service Station. The landowner has agreed to lease the property to Mint.

The property is approximately .305± acres and is mainly developed with parking areas, buildings and some landscaped buffer and lawn areas along the perimeter. The property is abutted by the Salon Monroe to the northeast and Belmont Engineering to the southwest.

Parking & Vehicle Traffic Flow

The site is conveniently located on Pleasant Street (MA-60) which is regionally accessible from the Concorde Turnpike (MA-2), US-20, US-3, the Yankee Division Highway (I-95), and the Massachusetts Turnpike (I-90).

The site offers a large surface lot with a fuel island/canopy that will be removed/filled and converted into ±14 surface parking spaces which is sufficient to accommodate employee parking as well as provide dedicated parking spaces for consumers. Customer parking on the site will be sufficient to ensure patrons do not park on Pleasant or adjacent properties. Mint will explore the services/use of off-site parking facilities for patrons, as necessary.

The site will have two points of ingress and egress from Pleasant Street/Route 60 ensuring that vehicular traffic flow on Pleasant Street/Route 60 is not adversely impacted by consumers navigating on-to or from the public right-of-way to access the site.

Site Security

The facility security incorporates physical security elements, electronic security systems, security staffing, and procedures to provide a comprehensive integrated secure environment that will deter and prevent unauthorized entrance into areas containing marijuana and the theft of marijuana from the facility. These security measures have been designed to protect the premises, Mint Dispensary employees and the public.

The security plans and systems will be designed and installed to be compliant will all the requirements of 935 CMR 500.000 et. seq. with particular attention to 935 CMR 500.110, 935 CMR 500.105, 935 CMR 500.120, 935 CMR 500.130 and 935 CMR 500.140.

See Security Plan for a detailed explanation of security systems and protocols.

Retail Store Operations

Mint Dispensary is dedicated to presenting a clean and safe environment that provides a positive experience for both personnel and its customers. The sales area, as with all areas in the establishment, will be kept clean, organized, safe and in good-working order. Customers will enjoy a friendly and knowledgeable staff and a great variety of clearly-labeled products.

Hours of Operation

The hours of operation for the retail facility will be consistent with Town of Belmont Zoning Bylaw §6F.3(c).

Table 3. Mint Dispensary's Proposed Hours of Operation

Mon.	Tue	Wed	Thu	Fri	Sat	Sun
8:00AM-8:00PM	8:00AM-8:00PM	8:00AM-8:00PM	8:00AM-8:00PM	8:00AM-8:00PM	8:00AM-8:00PM	8:00AM-8:00PM

Only employees and contractors of the facility will be allowed to enter the facility outside of normal operating hours. Hours of operation will be posted at the entrance to the facility.

Facility Design

The retail facility, for both operational and security reasons, will be divided into specific operational zones, both physically and electronically, to prevent diversion, theft, loss, or unauthorized access to cannabis.

All areas containing cannabis and cannabis goods shall be designated as limited access areas, including the retail area and the cannabis storage room. Entrances into the retailer will be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system will be utilized to limit access

and entry to the retailer and to separate it from the reception/lobby area. Restrooms will remain locked and under control of management.

A separate delivery entrance will be provided ensuring cannabis deliveries from licensed distributors are not made through the public entrance.

This configuration yields optimal conditions for surveillance. These design elements will not only make unauthorized access extremely unlikely but also discourage theft.

While Mint Dispensary places an emphasis on security, it accomplishes this using modern and aesthetically pleasing design, high-end finishes, and fixtures in order to provide a world-class experience.

Sale & Dispensing Procedures

Mint Dispensary will utilize MJ Freeway's MJ Platform, to manage the dispensing (point-of-sale), record keeping, inventory control, and reporting functions, of the facility under the direct supervision of the owner or his/her designee. The Company has perfected compliant dispensing policies and procedures through the collective experience and expertise of the Company's Officers & Directors. The facility will implement the policies, procedures, and training necessary to achieve and enforce secondary eligibility verification parameters for all age-verification and dispensing processes.

The Company's sale/dispensing procedures will include:

1. age verification (subject to the Belmont Board of Health's Regulation Regarding Restriction of Adult Use Marijuana, which defines "Consumer" as anyone 25 years of age or older under Section 2);
2. a secure intake/check-in process;
3. controlled access into a secure consultation/sales area;
4. providing cannabis informational and support materials and consultations with a knowledgeable employee;
5. secondary eligibility verification procedures prior to dispensing or selling cannabis;
6. tracking of the amount, type, and lot/control numbers of cannabis dispensed in the Company's internal inventory control tracking system;
7. reporting the sale or dispensing of cannabis to the state track-and-trace system;
8. affixing labels produced by the point of sale system to each package of cannabis dispensed;

9. sealing cannabis products dispensed by the facility within an opaque, child-resistant exit bag, prior to transferring custody of the product to a qualifying patient or primary caregiver.

Odor Control & Nuisance Abatement

Marijuana operations can, at times, produce odors as a result of the processing of raw cannabis, which tends to have a naturally pungent odor. Mint Dispensary is dedicated to being a good neighbor and is experienced in designing marijuana retail, cultivation, and manufacturing facilities in a manner that mitigate and/or eliminate public nuisances including the emission of odors generated by our operations.

Odor Control

We have found that controlling the emission of odors is best accomplished through manipulation of both the physical environment as well as the HVAC systems.

All HVAC ducts in the facility will be outfitted with specially designed industrial grade air filtration devices with integrated HEPA filters that are effective at removing small particles and odors in most industrial applications, in-duct UV light air purifiers, activated carbon filters.

Finally, we will utilize vestibules to separate the interior areas of the building from the exterior environment at all primary ingress/egress points. The vestibules serve several functions, but with respect to odor mitigation, allow us to create negative air pressure between the interior of the vestibule and the exterior of the facility ensuring that the odors generated inside are not detectable on the outside.

With proper sealing of the building, and operation and maintenance of the air filtration systems no odor will be detectable outside of the building or off of the property.

Waste Disposal

All waste containing marijuana or marijuana by-products resulting from the storage, processing, and manufacture of marijuana and marijuana products will be disposed of in compliance with 935 CMR 500.105, any other applicable operational requirements that may be promulgated by the Cannabis Control Commission, and any other applicable state and local laws, ordinances, codes, and/or regulations, in a manner that does not create a public nuisance.

Noise Control

Because the operation is wholly contained inside an commercial building, we do not anticipate substantial noise emanating from the premises. Nevertheless, any noise generated by the facility will conform, at a minimum, to applicable state and local noise regulations, including the Massachusetts Department of Environmental Protection's Division of Air Quality noise regulations, 310 CMR 7.10'; the Belmont Board of Health Regulations; and all relevant State Health Department regulations.

Marijuana Storage

Pursuant to 935 CMR 500.110(1)(l), we will store all marijuana products in a locked room out of plain sight to prevent any diversion, loss or theft of the products. The storage room will be located in an employee-only area of the facility, monitored by the security surveillance system and secured by the security alarm system, and access control system. Access will be restricted to authorized employees in a limited access area.

In accordance with 935 CMR 500.105(11)(c), the storage room housing the marijuana products will be maintained in a clean and orderly condition. In addition to the sanitation protocols associated with the storage of the marijuana products, Mint will provide a storage room equipped with the appropriate equipment to optimize the storage conditions. In accordance with 935 CMR 500.105(11)(a), the establishment will provide adequate lighting, ventilation, temperature, humidity, space and equipment consistent with the applicable provisions of 935 CMR 500.105 and 500.110.

Small quantities of marijuana products intended for sale will be maintained behind the sales counter inside locking compartments in the retail sales area.

Inventory Control

Mint is committed to ensuring that all marijuana products entering and leaving the facility are accurately recorded and traceable through the Commission-approved real-time inventory and seed-to-sale system, METRC. To accomplish this, Mint Dispensary will utilize and maintain an in-house web-based inventory system to track the quantity, type and location of all marijuana currently located or controlled within the premises to provide a transparent record for the Commission and other appropriate authorities.

Mint intends to use MJ Platform, an extensive seed-to sale tracking solution which allows us to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation.

The Cannabis Control Commission has approved MJ Platform as a verified integrator with METRC.

Transportation

General Requirements

Our company will ensure that all transported marijuana products are linked to the seed-to-sale tracking program. For the purposes of tracking, seeds and clones will be properly tracked and labeled in a form and manner determined by the Commission. Any marijuana product that is undeliverable or is refused by the destination Marijuana Establishment will be transported back to the Company.

All vehicles transporting marijuana products will be staffed with a minimum of two marijuana establishment agents. Prior to leaving for the purpose of transporting marijuana products, the Company will weigh, inventory, and account for, on video, all marijuana products to be transported.

All vehicles and transportation equipment used in the transportation of cannabis products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Vehicles

A vehicle used for transporting marijuana products will be:

- owned or leased by our Company or the Marijuana Transporter;
- properly registered, inspected, and insured in the Commonwealth;
- equipped with an alarm system approved by the Commission; and
- equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products.

Marijuana products will not be visible from outside the vehicle. Vehicles used to transport marijuana products will not bear any markings indicating that the vehicle is being used to transport marijuana products, and they will not indicate the name of the company. When transporting marijuana products, no other products will be transported or stored in the same vehicle. No firearms will be located within the vehicle or on a marijuana establishment agent.

Manifests

A manifest will be filled out in triplicate, with the original manifest remaining with our Company, a second copy provide to the destination Marijuana Establishment upon arrival, and a copy to be kept with our agent during transportation and returned upon completion of the transportation.

Prior to transport, the manifest will be securely transmitted to the destination Marijuana Establishment by facsimile or email.

Upon arrival at the destination Marijuana Establishment, our agent at the destination Marijuana Establishment will compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by facsimile or email. This manifest will, at a minimum, include information according to the regulations.

Packaging and Labeling

Packaging

All marijuana and marijuana products intended to be offered for sale to consumers will be packaged and sold in tamper or child-resistant packaging that complies with the requirements of 935 CMR 500.105(6). Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive minors.

Labeling

Prior to marijuana being made available for retail sale, Mint Dispensary will ensure that each product has a legible, firmly affixed label that contains the information required under 935 CMR 500.105(5). The information on the label, will include, at a minimum, the following information:

1. The name and registration number of the Marijuana Cultivator that produced the marijuana, together with the retail licensee's business telephone number, electronic mail address, and website information, if any;

2. The quantity of usable marijuana contained within the package;

3. The date that the Marijuana Retailer or Marijuana Cultivator packaged the contents and a statement of which licensee performed the packaging;

4. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;

5. The full cannabinoid profile of the marijuana contained within the package, including THC and other cannabinoid level;

6. A statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;

7. This statement, including capitalization:

   "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.";

8. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:

9. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:

Products & Services

Aside from manufacturing and distributing a wide-range of marijuana products from its to-be-licensed Palmer cultivation and Beverly cultivation/manufacturing facilities, Mint Dispensary's Marijuana Retail store will offer the largest selection of marijuana flower, marijuana concentrates, and marijuana infused edible and topical products in the Commonwealth.

Products

The Retail Facility will sell:

- Flowers
- Concentrates & Extracts
- Preparations of Marijuana Flowers
- Infused Edibles
- Accessories
- Branded Merchandise

Product Sourcing

The Company's own cultivation and manufacturing operations , once licensed and operational, will supply the majority of marijuana flower and marijuana products necessary to maintain an adequate supply of product.

In addition, the facility will also purchase marijuana and marijuana products from other licensed Manufacturers and Cultivators. We understand the economic multiplier that occurs in the host community if we purchase product from local suppliers who have made effort to employ local residents, therefore, we intend to provide priority consideration to product cultivated in Belmont by independent cultivators.

Due to our demonstrated ability to produce our own high-quality marijuana and marijuana products, and our experience negotiating vendor agreements with other licensed marijuana establishment, we are confident that we will be able to maintain our supply chain without experiencing product shortages.

Product Quality

We will strive to ensure our customers have access to safe, high-quality products subject to careful selection, processing, transporting and testing by an independent laboratory. The following is a general outline of how Mint Dispensary plans to ensure quality control and quality assurance for the products available at retail:

- All marijuana products will be handled and stored in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

- No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

- All product must be deemed to comply with the testing standards required under 935 CMR 500.160 before it will be offered for wholesale or resale.

In addition, Mint Dispensary will maintain written policies and procedures for the production or distribution of marijuana products, as applicable, which shall include, but not be limited to:

- Policies and procedures for handling voluntary and mandatory recalls of marijuana products; and

- Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is identified, segregated from other product, and destroyed.

Educational Services

In line with our Core Values, the Mint Dispensary will provide consumers with information to help them choose products appropriately and understand how to use them effectively and responsibly.

In addition to standard employee training and the Cannabis Control Commission's Responsible Vendor Training, the Company will implement a supplemental training program administered by Americans for Safe Access (ASA) for all customer-facing employees. ASA has been a trusted source of cannabis education and training for over 15 years. As a leader in cannabis education since 2002, ASA has conducted thousands of legal and advocacy trainings nationwide. The program will ensure employees are highly knowledgeable in customer service, the pharmacology of marijuana, and the effectiveness of different strains, methods, and forms of administration.

In addition to employing a knowledgeable staff, the Company will make educational materials about marijuana products available to consumers. The educational material will include all of the information required in 935 CMR 500.140.

Delivery

Marijuana and Marijuana Products will be delivered by vendor delivery vehicles or licensed marijuana transport operators.

The retail operation will consider delivering marijuana and marijuana products to patients once operations are established. Any delivery services to be offered to consumer by the facility in the future will comply with all state and municipal regulations.

Financial Plan

Long-Term Financial Strategy

Mint Dispensary will implement a financial strategy, as an integral component of its strategic plan, that outlines how the organization plans to finance its overall operation and continue to meet its liabilities now and in the future. The financial strategy will assesses the Company's financial position pre-licensure; where it would like to be, financially, within three to five years' time; and what strategies need to be implemented to achieve financial targets.

The Company seeks to achieve financial sustainability, and secure the long-term viability of its operations through:

i. maintaining a diversified funding mix, with a solid block of core financing and project funding to cover key services; and

ii. generating surpluses through the sale of marijuana to authorized consumers and other marijuana establishments to build and maintain a reserve for unexpected expenses and general contingency planning.

The following policies provide a framework for the financial strategy, and shall be reviewed by the management team annually, for alignment with the Company's strategic plan:

i. Financial Reserves – It is our policy to maintain general reserves equivalent to 3 months of operating expenditures. Surpluses in a given year will be added to this reserve.

ii. Core Costs – It is our policy to apportion overhead costs on a monthly basis, in proportion to the direct costs incurred by each operation. Each operation should generate enough income to cover both its direct and apportioned indirect costs, unless management authorizes otherwise.

iii. Pricing and Cost Recovery – It is our policy to charge consumers for goods and services rendered.

iv. Ethics – It is our policy to consider the ethical nature of all funds offered before accepting. The Company shall not accept funds that create a conflict of interest or are not in-line with company values.

Funding Analysis

Table 5 identifies the total projected capital expenses that will be required to design, develop, and construct the facility.

Mint Retail Facilities LLC has received a block of core financing from its Members for the build-out of the proposed marijuana retail facility and to cover initial operating expenses.

An initial contribution of working capital ("cash"), in the amount of $1,500,000.00 will be furnished by the Company's member or a private lender. The initial contribution will cover the capital expenses in Tables 5 and provide reserves for six (6) months of operating expenses based on the projections in Table 6. In addition, the Members have secured a line of credit for use in the marijuana industry that will act as a capital reserve ensuring the long-term viability of the operation.

No cash or tangible assets have been accepted or received from an entity or individual other than the Members of the Company. Therefore, no equity or member interest in the Company, or other benefits, have been conferred to any external party or entity, not directly affiliated with the Company at this time.

Table 5. Projected Capital Expenses, $

CAPEX	
Space improvements including finishing/painting, kitchen, office space, bathrooms, etc.	450,000
Security system including multiple camera feeds and metal/weapons detectors	95,000
Furniture, Display Counters, Refrigerators, Freezers, Multiple POS/ Cash Registers, Registration Computer, Commercial Label Printer, Storage Hardware and Shelving	65,000
Cost for Computer Software (Accounting Software, Payroll Software, CRM Software, Microsoft Office, etc.)	15,000
Other	0
TOTAL	625,000

Based on the funds available to the Company and the projected capital and operating expenses necessary to design, develop, construct and operate the facility, Mint Dispensary is well-capitalized and strongly positioned to successfully execute its business and operation plans.

Operating Expense Breakdown

Table 6 includes our projected annual operating expenses. serve as estimates only based on various factors such as the total number of employees required to operate the facility, fluctuations in utility service rates, and production demand of the market at any point in time.

The Company is projecting Operating Expenses, including payroll, of $2,021,543.00 for the first year of operation.

Table 6. Operational Expenses, $

SG&A Expenses	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
G&A Expenses - Initial & General Costs	105,980	66,780	66,780	66,780	66,780
G&A Expenses - Retail	222,988	294,650	294,650	294,650	294,650
SG&A Expenses - Marketing & Sales Expenses	1,024,928	1,364,429	1,290,313	1,288,795	1,262,545
Senior Management Salaries & Benefits	269,356	296,743	296,743	296,743	296,743
IT Salaries & Benefits	92,995	92,995	92,995	92,995	92,995
Other Salaries & Benefits	292,963	292,963	292,963	292,963	292,963
SG&A Expenses - Misc.	12,334	12,268	12,203	12,137	12,071
Total SG&A Expenses	2,021,543	2,420,828	2,346,647	2,345,063	2,318,748

Projected Revenues

Three factors were taken into account when projecting revenues:

i. Massachusetts law authorizes people 21 and older grow up to six (6) plant in their home – and up to twelve (12) plants for two or more adults residing in the home.

ii. There is no restriction on a person gifting up to an ounce of marijuana to another person who is 21 or older.

iii. There are a limited number of CCC licensed marijuana cultivators and marijuana product manufacturers approved to operate. While currently limited, this number will grow.

The fluidity in the consumer and wholesale market and the total number of persons and other marijuana establishments cultivating their own marijuana for personal use or for commercial sale, may result in fluctuations in the customer base, and therefore directly impact the projected revenues provided in Table 7 below.

All things considers, we project that the facility will generate $405,655.00 in revenue per month, or $4,867,870.00 , in the first year of operation with increases realized each year thereafter.

The figure is extremely conservative and is calculated based on the anticipated number of individual units sold per month and retail price per unit of marijuana or marijuana products in the Commonwealth.

Table 7. Projected Revenues, $

	Revenue	Gross Profit	Net Income
YEAR 1	4,867,870	1,336,182	-921,440
YEAR 2	9,513,209	3,796,568	656,068
YEAR 3	10,514,599	4,174,442	865,695
YEAR 4	10,931,845	4,333,369	978,437
YEAR 5	11,182,193	4,443,001	1,074,706

Profit & Loss Forecast

Business's revenue is projected to grow significantly for the first two years' timeframe. The yearly projections are in the table below:

Table 8. Income Statement, $

$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Revenue	4,867,870	9,513,209	10,514,599	10,931,845	11,182,193
COGS - Cost of Goods Sold	3,531,688	5,716,641	6,340,157	6,598,476	6,739,192
Gross Profit	1,336,182	3,796,568	4,174,442	4,333,369	4,443,001
% of revenue	27%	40%	40%	40%	40%
SG&A Expenses					
G&A Expenses - Initial & General Costs	105,980	66,780	66,780	66,780	66,780
G&A Expenses - Retail	222,988	294,650	294,650	294,650	294,650
SG&A Expenses - Marketing & Sales Expenses	1,024,928	1,364,429	1,290,313	1,288,795	1,262,545
Senior Management Salaries & Benefits	269,356	296,743	296,743	296,743	296,743
IT Salaries & Benefits	92,995	92,995	92,995	92,995	92,995
Other Salaries & Benefits	292,963	292,963	292,963	292,963	292,963
SG&A Expenses - Misc.	12,334	12,268	12,203	12,137	12,071
Total SG&A Expenses	2,021,543	2,420,828	2,346,647	2,345,063	2,318,748
Operating Income (EBITDA)	(685,361)	1,375,740	1,827,795	1,988,306	2,124,253
% of revenue	-14%	14%	17%	18%	19%
Depreciation and Amortization	17,731	26,474	26,474	26,474	26,474
Earnings Before Interest & Taxes (EBIT)	(703,091)	1,349,265	1,801,320	1,961,831	2,097,779
Interest Expense	(17,921)	(21,773)	(4,354)	0	0
Earnings Before Taxes (EBT)	(721,013)	1,327,492	1,796,966	1,961,831	2,097,779
Income Tax	200,427	671,424	931,271	983,394	1,023,073
Net Income	(921,440)	656,068	865,695	978,437	1,074,706
% of revenue	-19%	7%	8%	9%	10%

Cash Flow Forecast

The cash flow projections in Table 9 demonstrate that the business will have sufficient cash to support its operations and related activities.

Table 9. Cash Flow Statement, $

$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Net Income	(921,440)	656,068	865,695	978,437	1,074,706
Cash Flow from Operations					
Depreciation	17,731	26,474	26,474	26,474	26,474
Change in Receivables	(695,410)	(97,357)	(83,449)	(34,771)	(20,862)
Change in Inventory	(432,601)	(60,564)	(51,912)	(21,630)	(12,978)
Change in Accounts Payable	462,946	65,882	54,075	21,630	12,978
Total Cash Flow from Operations	(1,568,775)	590,503	810,883	970,141	1,080,318
Cash Flow from Investing					
Capital Expenditures (CAPX)	(525,000)	0	0	0	0
Other	0	0	0	0	0
Total Cash Flow from Investing	(525,000)	0	0	0	0
Cash Flow from Financing					
Revolver Issuance / (Repayment)	977,339	(580,657)	(396,681)	0	0
Long-Term Debt Issuance / (Repayment)	0	0	0	0	0
Paid in Capital	1,300,000	0	0	0	0
Drawings (profit share)	0	0	0	0	0
Total Cash Flow from Financing	2,277,339	(580,657)	(396,681)	0	0
Total Change in Cash	183,564	9,846	414,202	970,141	1,080,318
Beginning Period Cash	0	183,564	193,409	607,611	1,577,752
Ending Period Cash	183,564	193,409	607,611	1,577,752	2,658,071

Balance Sheet Forecast

The prospective balance sheet below evidences healthy growth of net worth and a strong financial position.

Table 10. Balance Sheet, $

$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Assets					
Current Assets					
Cash	181,251	186,569	598,539	1,567,958	2,648,277
Receivables	695,410	792,767	876,217	910,987	931,849
Inventory	432,601	493,165	545,077	566,707	579,685
Total Current Assets	1,309,262	1,472,501	2,019,833	3,045,653	4,159,812
Long Term Assets					
Property Plant & Equipment (PPE), gross	525,000	525,000	525,000	525,000	525,000
Accumulated Depreciation of PPE	(17,731)	(44,205)	(70,679)	(97,154)	(123,628)
PP&E, net	507,269	480,795	454,321	427,846	401,372
Total Assets	**1,816,531**	**1,953,296**	**2,474,153**	**3,473,499**	**4,561,183**
Liabilities					
Current Liabilities					
Accounts Payable	462,946	528,827	582,902	604,532	617,510
Total Current Liabilities	1,440,284	925,508	582,902	604,532	617,510
Long Term Liabilities	0	0	0	0	0
Total Liabilities	**1,440,284**	**925,508**	**582,902**	**604,532**	**617,510**
Equity					
Paid-in Capital/Drawings	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Retained Earnings	(923,753)	(272,212)	591,251	1,568,967	2,643,673
Current Period Retained Earnings	376,247	1,027,788	1,891,251	2,868,967	3,943,673
Total Equity	376,247	1,027,788	1,891,251	2,868,967	3,943,673
Total Liabilities and Equity	**1,816,531**	**1,953,296**	**2,474,153**	**3,473,499**	**4,561,183**

Statement on Long-Term Viability

Mint Dispensary's financial planning process is underpinned by scenarios that encompass a wide spectrum of potential outcomes. The scenarios are designed to be severe but plausible; and take full account of the availability and likely effectiveness of the mitigating actions that could be taken to avoid or reduce the impact or occurrence of the underlying risks and that realistically would be open to them in the circumstances. We acknowledge that the principal risks facing the company are robust.

Based upon the thorough assessment of the principal risks facing the company and a stress-testing based assessment of our organization's prospects, the Mint Dispensary has a reasonable expectation that the we will be able to continue to operate and meet our liabilities as they fall due.

RECORD KEEPING PROCEDURES

Mint Retail Facilities LLC ("Mint" or the "Company") records shall be available to the Cannabis Control Commission ("CCC") upon request pursuant to 935 CMR 500.105(9). Mint shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with Mint, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12).

VISITOR LOG

Mint will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Mint will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. Mint will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

Mint will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product;

the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. Mint will maintain records of all manifests.

INCIDENT REPORTS

Mint will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Mint shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Mint shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that Mint operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.115(13). Mint shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Mint will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Mint's security system, Mint will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Mint will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left

accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Mint's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

QUALIFICATIONS AND TRAINING

Mint Retail Facilities LLC ("Mint" or the "Company") shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Marijuana Establishment agents will be trained for one week before acting as an agent. At a minimum, staff shall receive eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Mint. 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), all current owners, managers and employees of Mint that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Mint shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana's effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of Mint's employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Mint employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of Mint shall meet suitability standards of 935 CMR 500.800.

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

MAINTAINING OF FINANCIAL RECORDS

Mint Retail Facilities LLC ("Mint" or the "Company") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, Mint will implement the following policies for Recording Sales:

(a) Mint will utilize a point-of-sale ("POS") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
(b) Mint may also utilize a sales recording module approved by the DOR.
(c) Mint will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
(d) Mint will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Mint will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Mint determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
    i. it will immediately disclose the information to the Commission;
    ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
    iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
(e) Mint will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
(f) Mint will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
(g) Mint will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of Mint, all records will be kept for at least two years, at Mint's sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Mint shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Mint 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 Medical Marijuana Products and Marijuana-infused 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.

Mint 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 Mint for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Mint by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Mint 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.

Mint'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 Mint staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Mint 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.

Mint'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 Mint 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.

All Mint 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(2). Marijuana products will be processed in a secure access area of Mint.

Mint 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 Mint 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), Mint shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Mint 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. Mint 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 Mint storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

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

Pursuant to 935 CMR 500.160(9), 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.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Mint Retail Facilities LLC ("Mint" 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. Mint 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(2)(e)(8)(h), Mint is providing these personnel policies, including background check policies, for its Marijuana Establishment that will be located in Belmont, MA.

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 Mint determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Mint 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 clients.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Mint has and follows a set of detailed written operating procedures for each location. Mint has developed and will follow a set of such operating procedures for each facility. Mint'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 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 record-keeping, including inventory protocols 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);
(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;
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 another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1) (m) 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).

(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), all of Mint's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Mint shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees of Mint 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 Mint 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 Establishments, Record Keeping, Mint's personnel records will be available for inspection by the Commission, upon request. Mint'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 Mint 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 Mint's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Mint 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 and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

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

MINT RETAIL FACILITIES LLC
ENERGY COMPLIANCE PLAN

Mint Retail Facilities LLC ("COMPANY") plans to convert a ± 2,000 SF free-standing service/gas station into a retail cannabis establishment. Modifications will be made to the exterior and interior of the building, including removal of two large underground fuel storage tanks, as required by Massachusetts law.

During our buildout phase we will work with our architect and engineer to identify and as many energy saving strategies as possible.

In addition, COMPANY will implement, as much as is feasible, the following energy saving strategies:

- Replacing, increasing and/or adding insulation.
- Installing 'smart' thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED light fixtures.
- Ensuring that the restrooms use low flow toilets and sinks.
- Replacing the existing HVAC system with a new energy efficient system.
- Evaluating the efficacy of utilizing on-demand hot water heaters in restrooms, utility, and break areas.

Any future replacements, upgrades, or installations of heating/cooling, lighting, plumbing, and electronic equipment (for example, POS stations) will include energy efficiency as part of its criteria for evaluation.

Furthermore, COMPANY will investigate rooftop solar arrays to generate emission-free renewable electricity, and rooftop solar hot water to provide both hot water and heat for the space.

In further consideration of renewable energy: Belmont Light, the municipal electric utility which will provide COMPANY with its electricity, is a forward-looking local utility committed to reaching a 100% renewable energy portfolio by the year 2022. Belmont Light has established energy efficiency and distributed generation solutions for commercial customers to reduce energy and demand costs without sacrificing performance.

The COMPANY will participate in the following programs:

- Green Choice Program – COMPANY will voluntarily make monthly contributions via statement surcharges to this program. Funds from the Green Choice Program will be used to purchase and retire Renewable Energy Certificates (RECs) from New England-based, Class I-qualified wind generators.

- Commercial Energy Assessments – COMPANY will engage Belmont Light to perform a pre-construction comprehensive energy assessment in partnership with Energy New England (ENE). The audit will assess the efficiency of all major end uses, including, but not limited to, lighting and HVAC operations and identify possible energy-efficiency improvements that can be made.

COMPANY will evaluate feasibility of participating in the following programs:

- Emission-Free Renewable Distributed Generation – Program allows COMPANY to interconnect with existing electrical grid for the purpose of Belmont Light "buying back" excess solar photovoltaic generated by COMPANY in the event solar arrays are installed on rooftop (pending feasibility determination).

COMPANY acknowledges that if a Provisional License is issued, COMPANY, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

COMPANY will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). COMPANY will engage Belmont Light to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for COMPANY to optimize its energy usage.

COMPANY is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs. COMPANY will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

COMPANY will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

RESTRICTING ACCESS TO AGE 21 OR OLDER

Mint ("Mint" or "the Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.105(1)(p).

**In addition, pursuant to Belmont Board of Health, Regulations Regarding the Restriction of Adult Use Marijuana, adopted March 26, 2018, pursuant to Health Board's authority under Belmont General Bylaws, Article 2, Board of Health, Section 40-220, Mint will positively identify individuals seeking access to the premises of the Marijuana Establishment or those to whom marijuana or marijuana products are being transported to ensure that access is limited solely to individuals 25 years of age or older.

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company's Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company's Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company's Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission's definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. Pursuant to 935 CMR 500.050(5), the Company will only allow consumers to enter the Marijuana Retail Establishment that are 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center.
3. The Company will only allow visitors, age twenty-one (21) or older, at the Company's facilities. The Company defines visitors in accordance with the Commission's definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company's facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
    a. A motor vehicle license;
    b. A liquor purchase identification card;
    c. A government-issued identification card;
    d. A government-issued passport; and
    e. A United States-issued military identification card.

DIVERSITY PLAN

Mint Retail Facilities LLC ("Mint" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Mint a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Mint's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal: Achieve our staffing needs from at least 35% women and 35% minorities.

Programs to Achieve Diversity Goal One:

- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out minorities, women, veterans, people with disabilities, and/or members of the LGBTQ+community, both through in-house hiring initiatives and participation in online diversity job boards including but not limited to https://diversityjobs.com/ and https://www.pdnrecruits.com/ and in-person job fairs at least annually and as staffing needs merit.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics*: Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Mint's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow Mint to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics*: We will strive to achieve our staffing needs with at least 35% from women and 35% from minorities. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women and how many are minorities that occupy positions within the company and that number shall be divided by Mint's total staffing at its facility to determine the percentage achieved.

Mint acknowledges that it shall show progress or success of our plan at least annually as an express condition of renewal of its licensure, with the submission of a renewal application to be submitted no later than 60 days prior to the date of the anniversary of the issuance of provisional licensure, and every year thereafter.

Mint 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.

Mint acknowledges that 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.