



# February 2020 Public Meeting

Packet A

Worcester Union Station

Worcester, MA

# Public Meeting Packet - February 2020

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### Commission Discussion and Votes

Diversity Plans and Best Practices  
*See slides*

Discussion

Commissioner  
Title

Election of Commission Secretary & Commission Treasurer

Vote

Chair Hoffman

Research Report: Market Data & Industry Participation

Discussion

Julie Johnson

01302020\_RschRpt\_Market Data and Industry Participation\_v9.pdf

New Business that the Chairman did not anticipate at time of posting

Next Meeting Date

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Executive Session & Adjournment



February 4, 2020

In accordance with Sections 18-25 of Chapter 30A of the Massachusetts General Laws, notice is hereby given of a meeting of the Cannabis Control Commission. The meeting will take place as noted below.

**CANNABIS CONTROL COMMISSION**

**February 6, 2020  
10:00AM**

**Cannabis Control Commission  
Worcester Union Station  
2 Washington Square  
Worcester, MA**

**PUBLIC MEETING AGENDA**

- 1) Call to Order
- 2) Chairman's Comments & Updates
- 3) Approval of Minutes
- 4) Executive Director's Report
  - a. Social Equity Program Update
  - b. Regulatory Timeline
- 5) Staff Recommendations on Changes of Ownership
  - a. Hope Heal Health, Inc.
  - b. MassMedicum Corp.
- 6) Staff Recommendations on Renewals
  - a. Baked Bean, LLC. (#MPR243509), Product Manufacturer Renewal
  - b. Solar Therapeutics, Inc. (#MCR139862), Cultivation Renewal
  - c. Holyoke Gardens, LLC. (#MCR139861), Cultivation Renewal
  - d. Rise Holdings, Inc., (#MRR205560) Retailer Renewal
  - e. Liberty Compassion, Inc., Vertically-Integrated Medical Marijuana Treatment Center Renewal



7) Staff Recommendations on Final Licenses

- a. Blackstone Valley Naturals, LLC (#MB281476), Microbusiness
- b. Caregiver-Patient Connection (#MR282131), Retailer
- c. Curaleaf Massachusetts, Inc. (#MR282183), Retailer
- d. Green Biz, LLC. (#MR281793), Retailer
- e. Ipswich Pharmaceutical Associates, Inc. (#MR281571), Retailer
- f. Nova Farms, LLC. (#MR281379), Retailer
- g. Pioneer Valley Extracts, LLC (#MP281417), Product Manufacturer
- h. Pure Oasis, LLC (#MR281352), Retailer
- i. Solar Therapeutics (#MP281464), Product Manufacturer
- j. The Verb is Herb (#MR281637), Retailer
- k. Bountiful Farms (#RMD-1485), Vertically-Integrated Medical Marijuana Treatment Center
- l. Resinate, Inc. (#RMD-1345), Vertically-Integrated Medical Marijuana Treatment Center

8) Staff Recommendations on Provisional Licenses

- a. Apothca, Inc. (#MRN282730), Retailer
- b. Cultivate Holdings, LLC. (#MCN282053), Cultivation, Tier 5 / Indoor
- c. Cultivate Holdings, LLC. (#MPN281742), Product Manufacturer
- d. Diem Orange, LLC. (#MCN282161), Cultivation, Tier 2 / Indoor
- e. Diem Orange, LLC. (#MPN281684), Product Manufacturer
- f. Grass Appeal, LLC. (#MCN282123), Cultivation, Tier 3 / Indoor
- g. Grass Appeal, LLC. (#MRN282267), Retailer
- h. Greenstar Herbals, Inc. (#MRN282207), Retailer
- i. Heka, Inc. (#MCN282248), Cultivation, Tier 4 / Indoor
- j. Heka, Inc. (#MPN281736), Product Manufacturer
- k. Heka, Inc. (#MRN282770), Retailer
- l. Heka, Inc. (#MRN282903), Retailer
- m. Holistic Industries, Inc. (#MRN282605), Retailer
- n. M3 Ventures, Inc. (#MRN282350), Retailer
- o. Olde World Remedies, Inc. (#MRN282742), Retailer
- p. Pharmacannis Massachusetts, Inc. (#MCN282047), Cultivation, Tier 7 / Indoor
- q. Platinum Hydrolab, Inc. (#MCN281510), Cultivation, Tier 1 / Indoor
- r. Platinum Hydrolab, Inc. (#MPN281540), Product Manufacturer
- s. Resinate, Inc. (#MCN281259), Cultivation, Tier 3 / Indoor
- t. Resinate, Inc. (#MPN281753), Product Manufacturer



- u. Resinate, Inc. (#MRN281249), Retailer
  - v. Resinate, Inc. (#MRN282398), Retailer
  - w. Riverrun Gardens, LLC. (#MBN281332), Microbusiness (Cultivation Only)
  - x. The Botanist, Inc. (#MRN282160), Retailer
  - y. The Botanist, Inc. (#MRN282186), Retailer
  - z. The Heirloom Collective, Inc. (#MRN283029), Retailer
  - aa. Western Front, LLC (#MRN281907), Retailer
- 9) Commission Discussion and Votes
    - a. Diversity Plans and Best Practices
    - b. Election of Commission Secretary and Commission Treasurer
    - c. Research Report: Market Data & Industry Participation
  - 10) New Business that the Chairman did not anticipate at time of posting
  - 11) Next Meeting Date
  - 12) Executive Session
  - 13) Adjournment

### **Notice of Executive Session**

Under the Open Meeting Law, G.L. c. 30A, § 21(a)(2), (4) and (7) and the Public Records Law, G.L. c. 66, and the exemptions set forth in G.L. c. 4, § 7(26)(a), (b), (c), (d), (f), (g) and (n), the Commission may enter into executive session to discuss the following items if the relevant topic arises during the course of deliberations:

- 1) to discuss applicants' or provisional licensees' security plans if, in the opinion of the Chair, discussion of such plans in an open meeting may disclose information that could pose a risk to public safety or security; and
- 2) Under the Open Meeting Law, G.L. c. 30A, § 21(a)(3) and (7) and the Public Records Law, G.L. c. 66, and the exemptions set forth in G.L. c. 4, § 7(26)(d), the Commission may enter into executive session to discuss litigation and policy matters related to the matter of Revolutionary Clinics II, Inc. v. City of Cambridge pending before the Middlesex Superior Court.

### **Statement of Chair's Authority**

Under the Open Meeting Law, G.L. c. 30A, §20(g):

No person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.



In order that the Commission may conduct the business duly before it as delineated in this agenda, the Chair shall exercise his discretion accordingly. Please respect fellow attendees and those with business before the Commission.



CANNABIS CONTROL COMMISSION

**January 16, 2020  
10:00AM**

**Cannabis Control Commission  
Worcester Union Station  
2 Washington Square  
Worcester, MA**

PUBLIC MEETING MINUTES

**Documents:**

- Application Materials for the following applications:
  - Four Daughters Compassionate Care, Inc.
  - The Green Harbor Dispensary, LLC
  - Emerald Grove, Inc.
  - HVV Massachusetts, Inc. (#RMD-1405), Vertically-Integrated Medical Marijuana Treatment Center Renewal
  - Rise Holdings, Inc. (#MPR243506), Product Manufacturer Renewal
  - Rise Holdings, Inc. (#MCR139857), Cultivation Renewal
  - Sanctuary Medicinals, LLC (#MRR205551), Retailer Renewal
  - Herbology Group, Inc. (#MRR205557), Retailer Renewal
  - Mass Alternative Care, Inc. (MCR139856), Cultivation Renewal
  - Mass Alternative Care, Inc. (#MPR243505), Product Manufacturer Renewal
  - Mass Alternative Care, Inc. (#MRR205554), Retailer Renewal
  - Garden Remedies, Inc. (#MRR205550), Retailer Renewal
  - Apothca Inc (f/k/a. MA Patient Found), (#MCR139858), Cultivation Renewal
  - Apothca Inc (f/k/a. MA Patient Found), (#MPR243507), Product Manufacturer Renewal
  - Apothca Inc (f/k/a. MA Patient Found), (#MRR205558), Retailer Renewal
  - Pioneer Valley Extracts, LLC (#MPR243504), Product Manufacturer Renewal
  - LDE Holdings, LLC. (#MRR205553), Retailer Renewal
  - Garden Remedies, Inc. (#MRR205559), Retailer Renewal
  - Urban Grown Inc. (#MCR139859), Cultivation Renewal
  - In Good Health, Inc. (#MCR139860), Cultivation Renewal



- In Good Health, Inc. (#MPR243508), Product Manufacturer Renewal
- Nova Farms, LLC (f/k/a BCWC, LLC), (#MRR205556), Retailer Renewal
- T. Bear, Inc. (#MP281314), Product Manufacturer
- Theory Wellness, Inc. (#MR281835), Retailer
- Nature's Remedy of Massachusetts, LLC (#RMD1285), Vertically-Integrated Medical Marijuana Treatment Center
- Revolutionary Clinics II (#RMD1346), Vertically-Integrated Medical Marijuana Treatment Center
- Solar Therapeutics, Inc. (#RMD1205), Vertically-Integrated Medical Marijuana Treatment Center
- Pharmacannis Massachusetts, Inc., Vertically-Integrated Medical Marijuana Treatment Center
- Alchemy League (#MRN281275), Retailer
- CTDW, LLC (#MRN281844), Retailer
- ELEV8 CANNABIS INC. (#MRN281383), Retailer
- ELEV8 CANNABIS INC. (#MRN281810), Retailer
- ELEV8 CANNABIS INC. (#MRN282630), Retailer
- Elevated Gardens, LLC (#MCN281448), Cultivation, Tier 1 / Indoor
- Fidelity Wellness Center, Inc. (#MRN282801), Retailer
- Green Railroad Group, Inc. (#MRN281745), Retailer
- Hampshire Hemp, LLC (#MRN281867), Retailer
- Ipswich Pharmaceutical Associates, Inc. (#MCN281749), Cultivation, Tier 2 / Outdoor
- Jolly Green, Inc. (#MCN281283), Cultivation, Tier 1 / Indoor
- LDE Holdings, LLC (#MPN281436), Product Manufacturer
- NEW DIA (#MRN281269), Retailer
- ROARING GLEN FARMS, LLC (#CON281373), Craft Marijuana Cooperative, Tier 11 / Outdoor
- Royalston Farm, LLC (#MCN281430), Cultivation, Tier 2 / Indoor
- Royalston Farm, LLC (#MPN281544), Product Manufacturer
- TETRAMED LLC (#MCN281611), Cultivation, Tier 4 / Indoor
- The Headyco LLC (#MCN281292), Cultivation, Tier 2 / Indoor
- Two Buds, LLC (#MCN281702), Cultivation, Tier 3 / Indoor
- Two Buds, LLC (#MPN281506), Product Manufacturer
- Two Buds, LLC (#MRN281959), Retailer
- TYCA Green, Inc. (#MCN281844), Cultivation, Tier 1 / Indoor
- TYCA Green, Inc. (#MPN281555), Product Manufacturer
- TYCA Green, Inc. (#MRN282035), Retailer
- West County Collective LLC (#MCN281512), Cultivation, Tier 2 / Indoor



- WISEACRE FARM INC (#MCN281406), Cultivation, Tier 1 / Outdoor
- Guidance for Farmers
- Guidance on Host Community Agreements
- Guidance on Positive Impact Plans
- Guidance on Distribution
- Compiled Guidance on Energy & Environmental Compliance
- Compiled Guidance on Licensing
- Memorandum: Chapter 55 Report on Potential Criminal Penalties
- Staff Recommendations on Responsible Vendor Training
  - Crisis Solutionist Inc. (#RVN453134)
  - Kristi Talagan (#RVN453123)
  - Mary Hull (#RVN453160)
  - James Yagiello (#RVN453274)
  - Leafy Green LLC (#RVN453244)
  - Marijuana Handlers (#RVN453288)

**In Attendance:**

Chairman Steven Hoffman  
 Commissioner Kay Doyle  
 Commissioner Jennifer Flanagan  
 Commissioner Britte McBride  
 Commissioner Shaleen Title

**Minutes:**

1. Call to Order

- The Chairman recognized the quorum and called the meeting to order.
  - The Chairman noted that Commissioner McBride was joining remotely and would be joining in person shortly.
- The Chairman gave notice to the public that the meeting is being recorded.

2. Chairman's Comments & Updates

- The Chairman reminded the audience that the open meeting laws require that business be conducted in open and given the packed agenda, the Commission needs to get through its business without disruption. The Chairman gave notice that he will exercise his authority under the Open Meeting Law M.G.L. c. 30A to have disruptors removed from the space.
- The Chairman discussed the applicant forum at which the Commission will give the public an opportunity to provide feedback to the Commission.
- Commissioner Title asked to talk about the applicant forum.
  - Commissioner Title thanked all those who gave input on how the forum should be structured and encouraged folks to sign up in advance and come to the forum to



discuss their challenges and the potential solutions that applicants can offer. Commissioner Title added that there will be round table discussions following the applicant forum to work through options and recommendations.

- Commissioner Flanagan said that as part of the forum, the public must have some awareness that there are some changes that have to be made by the legislature and there is a limit to how much the Commission can change the law. Therefore, people who want to see certain changes in the law should be directed at legislators, as they hold the authority to enact those changes.
- The Chairman gave an overview of the agenda and opted to consider minutes when Commissioner McBride arrives in person.

### 3. Executive Director's Report

- The Executive Director began by introducing the newest HR generalist, Silea Williams.
- Kirsten Swenson has transitioned to a full-time role.

#### a. Job Descriptions

- The Executive Director discussed two new roles in the IT department.
    - Given the migration to the new server and online environment, it is incumbent upon the ensure we have the proper protections in place.
      - First role, Director of IT Services
      - Second role, Systems Administrator
  - The Chairman asked whether these positions are in the budget.
    - The Executive Director confirmed that they are.
  - The Chairman asked for a motion to approve the job positions.
  - Commissioner Flanagan moved to approve the job positions.
  - Commissioner Doyle seconded the motion
  - The Commission unanimously approved the job positions.
  - The Chairman acknowledged David McKenna for his work establishing the new server and virtual headquarters.
- 
- The Executive Director talked about certain logistical aspects of the technology migration, including folks establishing new log in credentials, etc.
    - The Executive Director also recognized that there will be some redundancies while the transition is happening, and Commission staff is working to reduce disruptions to patients and caregivers.
    - The overall user experience should be improved and give the Commission better control over maintenance and support on these systems.
    - The “flipping of the switch” will occur on Tuesday the 21<sup>st</sup> of January.



- New RMD/MTC applications will also be available online rather than being a paper-based application.
- The Adult application, reflecting the changes in the regulations for a single submission date, rather than a submission date for each of the 4 packets, will be up and live sometime later. The delay is due to data migration.

b. Guidance on Seed to Sale

- The Executive Director said that prior to a commission vote, we would like to share this with the public and solicit comment from the public prior to a vote by the Commission. The executive Director suggested vote on the guidance at the March meeting to allow sufficient time for comment.
- Commissioner Title thanked the Executive Director for the work on the guidance. She next asked the Executive Director to reiterate what patients and caregivers need to do with respect to the technology migration.
  - The Executive Director said that these folks should just go to log in and they will be prompted to update their username and password, and there is no deadline for that process to be completed, but folks can get ahead of it before the virtual gateway goes live.
- Commissioner Title also wanted to remind folks that our Mass.gov email addresses may no longer work.
  - The Executive Director thanked Commissioner Title for making that point and went further to explain that as part of the tech migration, we changed email addresses, and emails to the old addresses will be no longer be forwarded to new email addresses and emails should be directed to the cccmass.gov email address.

c. Executive Director's standard update

- The Executive Director gave an overview of the applications to date.
  - 437 total applications that have submitted all 4 packets
    - Majority (180) are Marijuana Retailer applications
    - Next (128) is Marijuana Cultivator applications
- The next slide covers the applications that have been approved for licensure to date
  - 258 total approved applications.
    - Of the 258 approved, the following is a breakdown of where the applications are in the licensing process:
      - 33 Provisionally approved (yet to pay fees)
      - 121 Provisional License
      - 24 Final License



- 80 Commence Operations
- Next slide is relative to priority or expedited review:
  - 699 total applications
    - 234 Registered Medical Dispensary
    - 24 Economic Empowerment Applicants
    - 63 Expedited review
    - 378 General applicants
  - Of the 63 expedited applications
    - 16 Expedited based on license type – microbusiness, craft cooperative, outdoor cultivation, testing labs.
    - 14 through Social Equity Program
    - 28 Disadvantaged Business Enterprise – minority owned, women owned, or veteran owned
      - 5 applicants satisfy two or more categories
    - The Chairman clarified that several of the applicants being considered at this meeting were expedited or priority review applicants.
      - The Executive Director confirmed this.
    - The Executive Director indicated that as this policy is being implemented, and applications come in, the Commission will work with the Supplier Diversity Office and applicants, and as they self-identify, they may be deemed eligible for expedited/priority review.
- Commissioner Title wanted to flag that our staff has uploaded an expedited review information sheet that would help folks who think they may qualify to figure out how to take advantage of that.
  - The Executive Director added that a notice was sent out to all applicants letting them know that if they think they may qualify for expedited/priority status, then they should let the Commission know. To that end, an affidavit form has been posted to the website in addition to the information sheet.
- Next the Executive Director discussed Disadvantaged Business Enterprise (DBE) statistics. The Executive Director noted that the process for identifying DBEs has changed. It used to be a check box whereby applicants self-identified, with little other analysis. Therefore, these numbers may also shift as the staff and applicants continue to identify eligibility.
  - Majority (573) did not identify as a DBE business.
  - 29 identified as women owned.
  - 8 identified as veteran owned.
  - 42 identified as minority owned.
  - 6 identified as LGBTQ+ owned.



- 1 identified as disability owned.
- Next the Executive Director gave an overview of the Commission’s internal workflow relative to the application queue.
  - 167 applications waiting for initial review.
  - 175 applications require additional information.
  - 69 applications deemed complete awaiting third party.
  - 26 applications all information received awaiting staff recommendation.
  - 262 applications have been considered by Commission to date.
- The Executive Director next gave a geographic break down of licenses, highlighting the net change for each county since the last meeting and gave the same statistics for retail only.
- Next the Executive Director gave an overview of each license type and where they are in the global application process.
- The Executive Director next gave an overview of agent registration.
  - 169 total agent applications pending.
    - 163 Pending Establishment Agents.
    - 6 Pending Laboratory Agents.
  - 7,281 active licenses.
  - Of those 169 pending:
    - 27 applications not yet reviewed.
    - 138 applications require additional information.
    - 4 applications are awaiting third party response.
    - 0 waiting for review by the Commission.
- Next the Executive Director gave a breakdown of down of agent applicants by race and gender
  - Gender – 66.6% Male.
  - Race/ethnicity – 74.1% identify as white.
  - The Executive Director then gave comparison of the demographics as they have changed over time.
    - .47% increase in female agents.
    - 3.34% increase in white agents.
- Next, the Executive Director gave an overview of Medical Marijuana License data
  - 160 total applications.
  - 26 applications pending at the Application of Intent stage.
  - 15 applications at the Management and Operations Profile stage.
  - 6 applications at the Siting Profile stage.
  - 100 applications have expired.
  - 3 applications were withdrawn.



- 92 Provisional Licenses.
- 7 Final Licenses.
- 56 Commence Operations
- 10 expired licenses.
- The Executive Director next gave information relative to the Medical Marijuana Program Agents and the overall program with respect to patients, caregivers, and certifying healthcare providers.
- Commissioner Flanagan noted that the Commission reviews diversity plans that discuss the hiring of a diverse work force, but the industry over time remains 74% white, so she asked a rhetorical question for industry:
  - Where are your diversity plans? Commissioner Flanagan stated that she is not convinced diversity plans are being implemented given that the Commission/industry has not seen a change in the diversity of the industry work force.
  - Commissioner Flanagan said its time to look to the industry to take action to correct this disparity and that as round-table discussions occur, that is a question industry and industry groups can answer.
- Commissioners Title said she could not agree more with Commissioner Flanagan.
  - Commissioner Title went on to say that in many renewals, Commissioners are pulling out certain applications to discuss how diversity plans are insufficient or not being implemented.
  - Commissioner Title requested that at the February meeting having an agenda item to discuss the topic of diversity plans to clarify what they should say and what applicants should do to ensure that applicants are not only including best practices in their diversity plans, but also implementing them.

#### 4. Approval of Minutes

- The chairman noted that there were two sets of minutes to approve and asked whether the Commission had a chance to review.
  - December 19, 2019
    - Commissioner Flanagan moved to approve the minutes from the December 19, 2019 public meeting.
    - Commissioner Doyle seconded the motion.
    - The Commission unanimously approved the minutes from the December 19, 2019 public meeting.
  - January 9, 2020
    - Commissioner Doyle moved to approve the minutes from the January 9, 2020 public meeting.
    - Commissioner Flanagan seconded the motion.



- The Commission Unanimously approved the minutes from the January 9, 2020 public meeting.

## 5. Staff Recommendations on Change of Location

### a. Four Daughters Compassionate Care, Inc.

- Director Potvin presented the staff recommendation for Change of Location.
- The Chairman asked for questions and comments then asked for a motion to approve the Change of Location.
- Commissioner Doyle moved to approve the Change of Location.
- Commissioner Flanagan seconded the motion
- The Commission unanimously approved the Change of Location.

### b. The Green Harbor Dispensary, LLC

- Director Potvin presented the staff recommendation for Change of Location.
- The Chairman asked for questions and comments then asked for a motion to approve the Change of Location.
- Commissioner Doyle moved to approve the Change of Location.
- Commissioner Flanagan seconded the motion
- The Commission unanimously approved the Change of Location.

### c. Emerald Grove, Inc.

- Director Potvin presented the staff recommendation for Change of Location.
- The Chairman asked for questions and comments then asked for a motion to approve the Change of Location.
- Commissioner Flanagan moved to approve the Change of Location.
- Commissioner McBride seconded the motion
- The Commission unanimously approved the Change of Location.

## 6. Staff Recommendations on Renewals

- The Chairman explained that the Commission generally considers renewals as a roster, unless a Commissioner has asked to separate specific applications for consideration. Therefore, there are four rosters with respect to renewals: (i) those for which a Commissioner is requesting a specific condition (to be considered individually), and (ii) all those without conditions or recusals (to be considered as a roster).
- Prior to this, Commissioner Doyle made a global motion in the interest of time to apply to any applicable license determined by the Licensing Staff as follows:
  - Commissioner Doyle moved that any Medical Marijuana Treatment Center or any adult license applicant or licensee seeking renewal that (i) has used priority MTC status and (ii) has a non-operational Medical Marijuana Treatment Center license,



shall have an additional condition added to any approval granted here today to update their timeline.

- Commissioner Title seconded the motion.
- The Commission unanimously adopted the motion establishing the additional condition requested by Commissioner Doyle.

a. HVV Massachusetts, Inc. (#RMD-1405), Vertically-Integrated Medical Marijuana Treatment Center Renewal

**b. Rise Holdings, Inc. (#MPR243506), Product Manufacturer Renewal**

- Director Potvin presented the staff recommendation for Renewal.
- Commissioner Title proposed a condition
  - Proposed Condition: Update to the positive impact plan including the metrics cited in the initial positive impact plan, specifically the employee surveys, the questions of which were included in the positive impact plan, and focus groups for qualitative measurements, as well as external auditing and workforce utilization report for quantitative measurement.
- The Chairman asked for questions and comments then asked for a motion to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Flanagan moved to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Doyle seconded the motion.
- The Commission unanimously approved the Renewal subject to the condition requested by Commissioner Title.

**c. Rise Holdings, Inc. (#MCR139857), Cultivation Renewal**

- Director Potvin presented the staff recommendation for Renewal.
- Commissioner Title proposed a condition
  - Proposed Condition: Update to the positive impact plan including the metrics cited in the initial positive impact plan, specifically the employee surveys, the questions of which were included in the positive impact plan, and focus groups for qualitative measurements, as well as external auditing and workforce utilization report for quantitative measurement.
- The Chairman asked for questions and comments then asked for a motion to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Flanagan moved to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Doyle seconded the motion.
- The Commission unanimously approved the Renewal subject to the condition requested by Commissioner Title.

**d. Sanctuary Medicinals, LLC (#MRR205551), Retailer Renewal**



- Director Potvin presented the staff recommendation for Renewal.
  - Commissioner Title noted that in this applicant’s diversity plan, they stated a goal to maintain contractor and vendor spending with diverse organization at or above 20% of total related expenses and issue an audit report by the company’s CEO
    - Proposed Condition: Update the progress report on the diversity plan with respect to (i) the actual contractor/vendor spending with diverse organizations and (ii) provide a status update on the audit report.
  - The Chairman asked for additional questions and comments then asked for a motion to approve the Renewal subject to the condition requested by Commissioner Title.
  - Commissioner Doyle moved to approve the Renewal subject to the condition requested by Commissioner Title.
  - Commissioner Flanagan seconded the motion.
  - The Commission unanimously approved the Renewal subject to the condition requested by Commissioner Title.
- e. Herbology Group, Inc. (#MRR205557), Retailer Renewal
- f. Mass Alternative Care, Inc. (MCR139856), Cultivation Renewal
- g. Mass Alternative Care, Inc. (#MPR243505), Product Manufacturer Renewal
- h. Mass Alternative Care, Inc. (#MRR205554), Retailer Renewal
- i. Garden Remedies, Inc. (#MRR205550), Retailer Renewal**
- Director Potvin presented the staff recommendation for Renewal.
  - Commissioner Flanagan proposed a condition.
    - Proposed condition: provide an update on the status of the applicant’s community relations board.
  - The Chairman asked for questions and comments then asked for a motion to approve the Renewal subject to the condition requested by Commissioner Flanagan.
  - Commissioner Doyle moved to approve the renewal subject to the condition requested by Commissioner Flanagan.
  - Commissioner Flanagan seconded the motion.
  - The Commission approved the Renewal subject to the condition requested by Commissioner Flanagan by a vote of four in favor (Doyle, Flanagan, Hoffman, McBride) and one abstention (Title).
- j. Apothca Inc (f/k/a. MA Patient Found), (#MCR139858), Cultivation Renewal
- k. Apothca Inc (f/k/a. MA Patient Found), (#MPR243507), Product Manufacturer Renewal
- l. Apothca Inc (f/k/a. MA Patient Found), (#MRR205558), Retailer Renewal
- m. Pioneer Valley Extracts, LLC (#MPR243504), Product Manufacturer Renewal**
- Director Potvin presented the staff recommendation for Renewal.



- Commissioner Title stated that this applicant did not provide a progress report on their diversity plan or positive impact plan, citing that they were early in the process. Commissioner Title noted, however, that there were several elements of the applicant’s plans that they could have started, including establishing relationships with career centers or other community organizations in a certain area.
  - Proposed Condition: Update to the positive impact plan and diversity plan progress reports, including with respect to whether they began establishing the relationships mentioned as part of the plans.
- The Chairman asked for additional questions and comments then asked for a motion to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Flanagan moved to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Doyle seconded the motion.
- The Commission unanimously approved the Renewal subject to the condition requested by Commissioner Title.

**n. LDE Holdings, LLC. (#MRR205553), Retailer Renewal**

- Director Potvin presented the staff recommendation for Renewal.
- Commissioner Title noted that this applicant did not provide an update to its positive impact plan or diversity plan, stating that it had not started hiring yet. Commissioner Title commented that there were elements of their plan that they could implement, including establishing a committee comprised of workers, management, hiring managers, owners, and members of the local community in Wareham and engaging contractors who are owned by disproportionately harmed people.
  - Proposed Condition: Provide an update to the diversity plan and positive impact plan, including with respect to whether they have established the committee or engaged certain contactors, as each is described in the applicant’s initial plans.
- The Chairman asked for additional questions and comments then asked for a motion to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Flanagan moved to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Doyle seconded the motion.
- The Commission unanimously approved the Renewal subject to the condition requested by Commissioner Title.

**o. Garden Remedies, Inc. (#MRR205559), Retailer Renewal**

- Director Potvin presented the staff recommendation for Renewal.
- Commissioner Flanagan proposed a condition.
  - Proposed condition: provide an update on the status of the applicant’s community relations board.
- The Chairman asked for questions and comments then asked for a motion to approve the Renewal subject to the condition requested by Commissioner Flanagan.



- Commissioner McBride moved to approve the Renewal subject to the condition requested by Commissioner Flanagan.
- Commissioner Flanagan seconded the motion.
- The Commission approved the Renewal subject to the condition requested by Commissioner Flanagan by a vote of four in favor (Doyle, Flanagan, Hoffman, McBride) and one abstention (Title).

p. Urban Grown Inc. (#MCR139859), Cultivation Renewal

- Director Potvin presented the staff recommendation for Renewal.
- Commissioner Title commented that in the initial diversity plan, this applicant stated that it would maintain records of applicants and hires and continually make adjustments to ensure it is meeting its diversity plan goals in hiring decisions.
  - Proposed Condition: Update with diversity plan progress report with respect to whether such records have been kept.
- The Chairman asked for questions and comments then asked for a motion to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Doyle moved to approve the Renewal subject to the condition requested by Commissioner Title.
- Commissioner Flanagan seconded the motion.
- The Commission unanimously approved the Renewal subject to the condition requested by Commissioner Title.

q. In Good Health, Inc. (#MCR139860), Cultivation Renewal

r. In Good Health, Inc. (#MPR243508), Product Manufacturer Renewal

s. Nova Farms, LLC (f/k/a BCWC, LLC), (#MRR205556), Retailer Renewal

- The Chairman asked for questions and comments then asked for a motion to approve the remaining roster of Renewals.
- Commissioner Flanagan moved to approve the roster of Renewals.
- Commissioner Doyle seconded the motion.
- The Commission unanimously approved the remaining roster of Renewal.
- Commissioner Title commented that some of the impact plan and diversity plan progress reports were spectacular.

7. Staff Recommendations on Final Licenses

- The Chairman noted that, as with Renewals, the applications for Final License will be considered as a roster, unless a Commissioner has asked to consider the applications separately.

a. T. Bear, Inc. (#MP281314), Product Manufacturer



- Director Potvin presented the Staff Recommendation for Final Licensure.
- The Chairman asked for questions and comments then asked for a motion to approve the Final License.
- Commissioner Doyle moved to approve the Final License.
- Commissioner McBride seconded the motion.
- The Commission approved Final License by a vote of four in favor (Doyle, Flanagan, Hoffman, McBride) and one abstention (Title).

b. Theory Wellness, Inc. (#MR281835), Retailer

- Director Potvin presented the Staff Recommendation for Final Licensure.
- The Chairman asked for questions and comments then asked for a motion to approve the Final License.
- Commissioner Flanagan
- Commissioner Flanagan moved to approve the Final License.
- Commissioner Doyle seconded the motion.
- The Commission unanimously approved the Final License by a vote of four in favor (Doyle, Flanagan, Hoffman, McBride) and one abstention (Title). TITLE ABSTAINED

c. Nature’s Remedy of Massachusetts, LLC (#RMD1285), Vertically-Integrated Medical Marijuana Treatment Center

d. Revolutionary Clinics II (#RMD1346), Vertically-Integrated Medical Marijuana Treatment Center

e. Solar Therapeutics, Inc. (#RMD1205), Vertically-Integrated Medical Marijuana Treatment Center

- The Chairman asked for questions and comments then asked for a motion to approve the remaining roster of Final Licenses.
- Commissioner Doyle moved to approve the roster of Final Licenses.
- Commissioner Flanagan seconded the motion.
- The Commission unanimously approved the remaining roster of Final License.

8. Staff Recommendations on Provisional Licenses

a. Pharmacannis Massachusetts, Inc., Vertically-Integrated Medical Marijuana Treatment Center

- Director Potvin presented the Staff Recommendation for Provisional License.
- The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
- Commissioner Doyle moved to approve the Provisional License.



- Commissioner Flanagan seconded the motion.
- The Commission unanimously approved the Provisional License.

b. Alchemy League (#MRN281275), Retailer

- Director Potvin presented the Staff Recommendation for Provisional License.
- Commissioner McBride asked Director Potvin for the timeline for the completed application was submitted to the commission, so that the Commission has a clear understanding
  - Director Potvin replied that:
    - All four packets were completed on May 1, 2018.
    - October 7, 2019, Commission deemed it complete.
  - Commissioners McBride what happened in that intervening time.
    - Director Potvin said there was a request for information then a change of location was requested in June of 2019.
  - Commissioner McBride asked what type of information was requested and what information is requested for a Change of Location.
    - Director Potvin responded that once the Commission has all four packets, staff reviews the application as whole then send request for information. When a response is received, staff reviews the response to see if the request was adequately answered.
    - When an applicant changes their location mid-application, certain things have to reviewed again, such as property documentation, location disclosures, and municipal certifications.
  - Commissioner McBride inquired further with respect to a mid-application change of location, what happens to the application with respect to where it falls in the queue for consideration by Commission Staff.
    - Director Potvin said that the information is reviewed again. If there is a need, an additional Request for Information is sent. The applicant's place in the cue is controlled by the Commission's regulations, so for example, if the applicant is eligible for priority, then the application would fall right back into the queue in same place it was prior to the Change of Location or Request for Information.
  - Commissioner McBride asked how staff communicates this process to applicants.
    - Director Potvin said that there is a licensing guidance currently in effect that explains this. He went on to say that the new licensing guidance will explain this in further detail. Notice is sent to applicants alerting applicants that the application will be reviewed upon submission of requested information, but it does not indicate priority status or an applicant's place in the queue.
  - Commissioner McBride followed up to ask how applicants are informed that their application is being reopened.
    - Director Potvin said it is part of the Request for Information, which includes instructions for how to submit the additional information and advance the application.



- Commissioner Title requested a condition, noting that it is one she frequently requests.
    - Proposed Condition: revise the diversity plan goal that 25% come from groups of “all gender identities and sexual orientations.” This is a typo that needs to be corrected.
  - Commissioner Title also commented that she knew off the top of her head how many days this particular application had been open, given the amount of discussion surrounding it. She gave Kudos to Leah Daniels, a principal of the applicant, for raising awareness around the frustration she and others were feeling with respect to the licensing process and that there is a need to for folks to have an opportunity to express those frustrations, hence the applicant forum that is coming up. Commissioner Title noted that Ms. Daniels’s situation brought to the Commission’s attention some misconceptions that exist with respect to the licensing process and highlights the need to communicate more clearly with respect to how the licensing process works – both for applicants’ understanding and ways to address applicant concerns.
  - Commissioner McBride noted that in the security plan on page 7, in discussion about keys and access to keys by employees it reads, “employee will attempt to have duplicate made.” Commissioner McBride said she assumed it should say “will NOT attempt”.
    - Proposed condition: revise the typo in security plan.
  - The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License subject to the conditions requested by Commissioners Title and McBride.
  - Commissioner Doyle moved to approve the Provisional License subject to the conditions requested by Commissioners Title and McBride.
  - Commissioner Title seconded the motion.
  - The Commission unanimously approved the Provisional License.
- c. CTDW, LLC (#MRN281844), Retailer
- Director Potvin presented the Staff Recommendation for Provisional License.
  - The Chairman asked for questions and comments then asked for a motion to approve the provisional license application.
  - Commissioner Doyle moved to approve the Provisional License.
  - Commissioner McBride seconded the motion.
  - The Commission unanimously approved the Provisional License.
- d. ELEV8 CANNABIS INC. (#MRN281383), Retailer
- Director Potvin presented the Staff Recommendation for Provisional License.
  - Commissioner McBride noted there were particular public details that raises concerns with respect to control. Commissioner McBride asked Director Potvin with respect to ownership and control what the licensure process looks like and what was identified in the process.
    - Director Potvin noted that a capital investor in this applicant was under review because of the investor’s affiliation with another licensee. The first goal is to see if there are any ownership or control violations. The answer was unknown.



Investigators and Enforcement Counsel looked into the nature of the relationship between the applicant and investors, including loan agreements and other documents. It was a thorough review. At the end, the Director of Investigations and Enforcement Counsel determined that the investment was a basic loan and there was no implication of control or ownership.

- Commissioner McBride stated that due to the recent clarifying changes in the regulations with respect to Control and Ownership, this type of loan would not be prohibited.
  - The Chairman confirmed.
  - Commissioner Title asked whether there were disclosures that raised suitability issues.
    - Director Potvin said there were no suitability issues identified.
  - Commissioner Title commended the licensing team and recommended folks read the memorandum presented as part of the Staff Recommendation. There was a lot of issues to balance and Commissioner Title expressed her belief that the licensing team handled it with complete integrity and that she is proud of their work.
  - The Chairman echoed Commissioner Title's thanks to the licensing team, asked for additional questions and comments, then asked for a motion to approve the Provisional License.
  - Commissioner Doyle moved to approve the Provisional License.
  - Commissioner Flanagan seconded the motion.
  - The Commission unanimously approved the Provisional License.
- e. ELEV8 CANNABIS INC. (#MRN281810), Retailer
- Director Potvin presented the Staff Recommendation for Provisional License.
  - The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
  - Commissioner Doyle moved to approve the Provisional License.
  - Commissioner Title seconded the motion.
  - The Commission unanimously approved the Provisional License.
- f. ELEV8 CANNABIS INC. (#MRN282630), Retailer
- Director Potvin presented the Staff Recommendation for Provisional License.
  - The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
  - Commissioner Doyle moved to approve the Provisional License.
  - Commissioner Title seconded the motion.
  - The Commission unanimously approved the Provisional License.
- g. Elevated Gardens, LLC (#MCN281448), Cultivation, Tier 1 / Indoor
- Director Potvin presented the Staff Recommendation for Provisional License.



- Commissioner Flanagan expressed concerns with respect to the positive impact plan. She understands that people want to donate to certain organizations, but the purpose is to impact a Disproportionately Impacted Area.
    - Proposed condition: update positive impact plan to clarify how the studies described will impact those communities specifically intended.
  - The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License, subject to the condition requested by Commissioner Flanagan.
  - Commissioner McBride moved to approve the Provisional License subject to the condition requested by Commissioner Flanagan.
  - Commissioner Flanagan seconded the motion.
  - The Commission unanimously approved the Provisional License subject to the condition requested by Commissioner Flanagan.
- h. Fidelity Wellness Center, Inc. (#MRN282801), Retailer
- Director Potvin presented the Staff Recommendation for Provisional License.
  - The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
  - Commissioner Doyle moved to approve the Provisional License.
  - Commissioner Title seconded the motion.
  - The Commission unanimously approved the Provisional License.
- i. Green Railroad Group, Inc. (#MRN281745), Retailer
- Director Potvin presented the Staff Recommendation for Provisional License.
  - The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
  - Commissioner Doyle moved to approve the Provisional License.
  - Commissioner McBride seconded the motion.
  - The Commission unanimously approved the Provisional License.
- j. Hampshire Hemp, LLC (#MRN281867), Retailer
- Director Potvin presented the Staff Recommendation for Provisional License.
  - The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
  - Commissioner Doyle moved to approve the Provisional License.
  - Commissioner McBride seconded the motion.
  - The Commission unanimously approved the Provisional License.
- k. Ipswich Pharmaceutical Associates, Inc. (#MCN281749), Cultivation, Tier 2 / Outdoor
- Director Potvin presented the Staff Recommendation for Provisional License.
  - Commissioner McBride flagged an issue, for both this licensee and Hampshire Hemp, to open the question and ask our legal team to define for us the propriety of use of the



word's "hemp" or "pharmaceuticals." The question is whether the use of these words in the name of the entity run afoul of regulatory provisions regarding marketing etc., and whether the use of Hemp and Pharmaceuticals is misleading. Commissioner McBride said she does not want to name businesses, but the question of what certain terms in a name are telegraphing about the business needs to be considered.

- The Executive Director said he preferred this be part of the ongoing discussions with respect to regulations changes.
- Commissioner Title said she would like to rely on staff to determine what types of name are appropriate, but this is an issue that she agrees with, and she is deeply uncomfortable with the name of this applicant.
- The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License.
- Commissioner McBride moved to approve the Provisional License.
- Commissioner Flanagan seconded the motion.
- The Commission unanimously approved the Provisional License.

l. Jolly Green, Inc. (#MCN281283), Cultivation, Tier 1 / Indoor

- Director Potvin presented the Staff Recommendation for Provisional License.
- The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
- Commissioner Flanagan moved to approve the Provisional License.
- Commissioner McBride seconded the motion.
- The Commission unanimously approved the Provisional License.

m. LDE Holdings, LLC (#MPN281436), Product Manufacturer

- Director Potvin presented the Staff Recommendation for Provisional License.
- The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
- Commissioner Flanagan moved to approve the Provisional License.
- Commissioner Doyle seconded the motion.
- The Commission unanimously approved the Provisional License.

n. NEW DIA (#MRN281269), Retailer

- Director Potvin presented the Staff Recommendation for Provisional License.
- Commissioner Flanagan had questions with respect to the Positive Impact Plan. Commissioner Flanagan commended the initiative of education programming but expressed concern with respect to messaging around safe marijuana use. Commissioner Flanagan also noted that there are references in the Positive Impact Plan to the placement of security cameras on the outside of the building. Commissioner Flanagan noted that this should not be a part of the positive impact plan but more a part of the security plan and is a basic requirement of licensure.



- Commissioner Title noted that this is the second an economic empowerment application considered at this meeting, so economic empowerment applications are moving through the process. Commissioner Title also echoed Commissioner Flanagan’s comments with respect to the inclusion of security cameras as part of the positive impact plan and went further to say that it is a misunderstanding of what positive impact plans are and who and who the plans are intended to benefit. Commissioner Title stated that something that is a requirement of licensure should not be included as part of the positive impact plan.
    - Proposed condition: update the positive impact plan to provide more information with respect to the safe marijuana use educational programming and remove goal of improving security profile.
  - The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner McBride moved to approve the Provisional License subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner Title seconded the motion.
  - The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioners Flanagan and Title.
- o. ROARING GLEN FARMS, LLC (#CON281373), Craft Marijuana Cooperative, Tier 11 / Outdoor
- Director Potvin presented the Staff Recommendation for Provisional License.
  - Commissioner Flanagan highlighted three discrepancies with respect to the Area of Disproportionate Impact that the licensee is targeting.
    - Proposed condition: update the positive impact plan to clarify which Area of Disproportionate Impact the applicant is targeting.
  - Commissioner McBride highlighted language in the business plan of the application with respect to security indicating that the applicant is requesting a waiver request. Commissioner McBride noted that there was no such waiver request included in the application materials and asked whether such a waiver was in fact requested.
    - Director Potvin said there was not.
  - Commissioner McBride also asked whether additional coop members would trigger a change of Ownership application.
    - Director Potvin, it could, depending on the totality of the circumstances.
  - Commissioner Title expressed her giddiness for seeing the expedited review policy in action and that this applicant identified itself is a craft cooperative, a cultivator, a social equity program participant, a veteran-owned business, and a woman-owned business.
  - The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License subject to the condition requested by Commissioner Flanagan.
  - Commissioner Doyle moved to approve the Provisional License, subject to the condition requested by Commissioner Flanagan.
  - Commissioner McBride seconded the motion.



- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Flanagan.
- p. Royalston Farm, LLC (#MCN281430), Cultivation, Tier 2 / Indoor
- Chairman indicated that the two Royalston Farm applications would be considered together.
  - Director Potvin presented the Staff Recommendation for Provisional License.
  - The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
  - Commissioner Doyle moved to approve the Provisional License.
  - Commissioner Flanagan seconded the motion.
  - The Commission unanimously approved the Provisional License.
- q. Royalston Farm, LLC (#MPN281544), Product Manufacturer
- The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
  - Commissioner Flanagan moved to approve the Provisional License.
  - Commissioner Doyle seconded the motion.
  - The Commission unanimously approved the Provisional License.
- r. TETRAMED LLC (#MCN281611), Cultivation, Tier 4 / Indoor
- Director Potvin presented the Staff Recommendation for Provisional License.
  - Commissioner Flanagan asked for clarification within the positive impact plan with respect to the towns they will partner with and have been identified the Area of Disproportionate Impact on the list. The positive impact plan currently states “in and around Gardner.” Commissioner Flanagan noted that to her knowledge Fitchburg would be the only identified Area of Disproportionate Impact near Gardner.
    - Proposed condition: Clarify if Fitchburg is the Area of Disproportionate Impact referenced in the positive impact plan.
  - Commissioner Title noted that a target of to hire 20% from various groups, including women, is objectively unreasonable.
    - Proposed condition: update the diversity goals to reflect a reasonable hiring goal.
  - Commissioner Flanagan also noted that in the positive impact plan, it reads that if the applicant does not reach its goal, it will donate money. Commissioner Flanagan said the incentive to reach the goal is reduced if at the end they can just write a check. They can do both, but it should not be one or the other.
    - Proposed condition: remove donating money as the alternative to meeting its goal under the plan.
  - Commissioner Title asked that the Commission discuss positive impact plans and diversity plans at next month’s meeting.



- The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License subject to the conditions requested by Commissioner’s Flanagan and Title.
  - Commissioner Doyle moved to approve the Provisional License subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner McBride seconded the motion.
  - The Commission unanimously approved the Provisional License subject to the conditions requested by Commissioners Flanagan and Title.
- s. The Headyco LLC (#MCN281292), Cultivation, Tier 2 / Indoor
- Director Potvin presented the Staff Recommendation for Provisional License.
  - Commissioner Flanagan noted that the positive impact plan states that the applicant would work with a “TBD” staffing agency. Commissioner Flanagan said she would think they know which staffing agency that would be. Commissioner Flanagan also noted that the applicant said they would “be careful to comply” the existing “ban the box” law.
    - Proposed condition: update positive impact plan with the name of the staffing agency the applicant plans to work with and down the road, update the commission on its compliance with “ban the box” laws.
  - Commissioner Title noted that the goal of 20% representation of staff from all five categories is objectively unreasonable.
    - Proposed condition, update diversity plan with a more reasonable hiring goal.
  - The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License, subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner Doyle moved to approve the Provisional License, subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner Title seconded the motion.
  - The Commission unanimously approved the Provisional License subject to the conditions requested by Commissioners Flanagan and Title.
- t. Two Buds, LLC (#MCN281702), Cultivation, Tier 3 / Indoor
- Director Potvin presented the Staff Recommendation for Provisional License for all three co-located Two Buds licenses.
  - Commissioner Flanagan noted that in one part of the application, the applicant stated it would conduct quarterly community workshops and later it states that three workshops have been conducted and the applicant will continue to provide them.
    - Proposed condition: update positive impact plan to clarify the number of workshops per year.
    - The Chairman asked that the condition should apply to all three applications.
    - Commissioner Flanagan confirmed it should.
  - The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License, subject to the condition proposed by Commissioner Flanagan.



- Commissioner Doyle moved to approve the Provisional License, subject to the condition requested by Commissioner Flanagan.
  - Commissioner Title seconded the motion.
  - The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Flanagan.
- u. Two Buds, LLC (#MPN281506), Product Manufacturer
- The Chairman asked for questions and comments then asked for a motion to approve the Provisional License subject to the condition requested by Commissioner Flanagan.
  - Commissioner Title moved to approve the Provisional License subject to the condition requested by Commissioner Flanagan.
  - Commissioner Doyle seconded the motion.
  - The Commission unanimously approved the Provisional License subject to the condition requested by Commissioner Flanagan.
- v. Two Buds, LLC (#MRN281959), Retailer
- The Chairman asked for questions and comments then asked for a motion to approve the Provisional License subject to the condition requested by Commissioner Flanagan.
  - Commissioner Doyle moved to approve the Provisional License subject to the condition requested by Commissioner Flanagan.
  - Commissioner McBride seconded the motion.
  - The Commission unanimously approved the Provisional License subject to the condition requested by Commissioner Flanagan.
- w. TYCA Green, Inc. (#MCN281844), Cultivation, Tier 1 / Indoor
- The Chairman noted that there would be one discussion but three separate votes for the TYCA Green, Inc. applications.
  - Director Potvin presented the Staff Recommendation for Provisional License.
  - Commissioner Flanagan noted that she would like clarity with respect to the program they are working on with Springfield Technical Community College (STCC).
    - Proposed condition: update positive impact plan with information about when the courses with STCC will be up and running and accepting students.
  - Commissioner Title
    - Proposed condition: update the diversity plan with (i) to increase the 20% goal for diverse representation and correct definition of diversity plan to no longer include the language “people of all gender identities.”
  - The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License subject to the conditions requested by Commissioners Flanagan and Tile.
  - Commissioner Flanagan moved to approve the Provisional License subject to the conditions requested by Commissioners Flanagan and Tile.
  - Commissioner Doyle seconded the motion.



- The Commission unanimously approved the Provisional License subject to the conditions requested by Commissioners Flanagan and Title.
- x. TYCA Green, Inc. (#MPN281555), Product Manufacturer
- The Chairman asked for questions and comments then asked for a motion to approve the provisional license application subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner Flanagan moved to approve the provisional license application subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner Doyle seconded the motion.
  - The Commission unanimously approved the provisional license applications subject to the conditions requested by Commissioners Flanagan and Title.
- y. TYCA Green, Inc. (#MRN282035), Retailer
- The Chairman asked for questions and comments then asked for a motion to approve the provisional license application subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner Doyle moved to approve the provisional license application subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner Title seconded the motion.
  - The Commission unanimously approved the provisional license applications subject to the conditions requested by Commissioners Flanagan and Title.
- z. West County Collective LLC (#MCN281512), Cultivation, Tier 2 / Indoor
- Director Potvin presented the Staff Recommendation for Provisional License.
  - Commissioner Title noted that the diversity plan goal of 20% diverse representation is objectively unreasonable. Further, it reads that it will say “20% of employees and/or contractors.
    - Proposed Condition: update diversity plan with respect to the 20% goal and remove “and/or contractors” and replace with “and contractors” to make it clearer.
  - Commissioner Flanagan noted that the positive impact plan for this applicant stated it would participate in bimonthly and biannual clean ups.
    - Proposed condition: clarify whether the clean ups would occur bimonthly or biannually.
  - The Chairman asked for additional questions and comments then asked for a motion to approve the Provisional License subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner McBride moved to approve the Provisional License subject to the conditions requested by Commissioners Flanagan and Title.
  - Commissioner Doyle seconded the motion.
  - The Commission unanimously approved the Provisional License subject to the conditions requested by Commissioners Flanagan and Title.



- aa. WISEACRE FARM INC (#MCN281406), Cultivation, Tier 1 / Outdoor
  - Director Potvin presented the Staff Recommendation for Provisional License.
  - The Chairman asked for questions and comments then asked for a motion to approve the Provisional License.
  - Commissioner Flanagan moved to approve the Provisional License.
  - Commissioner McBride seconded the motion.
  - The Commission unanimously approved the Provisional License.
  
- 9. Commission Discussion and Votes
  - The Executive Director gave general comment that these guidance's were updated as a result of the changes in the regulations.
  
  - a. Guidance for Farmers
    - Commissioner Doyle moved to approve the Guidance for Farmers.
    - Commissioner Title seconded the motion.
    - The Commission unanimously approved the Guidance for Farmers.
  
  - b. Guidance on Host Community Agreements
    - Commissioner Doyle moved to approve the Guidance on Host Community Agreements.
    - Commissioner McBride seconded the motion.
    - The Commission unanimously approved the Guidance on Host Community Agreements.
  
  - c. Guidance on Positive Impact Plans
    - Commissioner Flanagan commented that this Guidance was an attempt by Commissioner Title and Commissioner Flanagan to really spell out what the Commission is looking for in the positive impact plans. During licensing, there's a lot of conditions requested by Commissioners with respect to these plans. This guidance will hopefully clear it up on the front end so that those conditions won't be necessary. The intent is to have a true impact. One area of policy Commissioner Flanagan said there would need to be some discussion around is allowing some aspects of Host Community Agreements to be included as part of the positive impact plan if the host community is requiring certain donations or activities that would further the positive impact plan. While Host Community Agreements should not replace a positive impact plan, there might be aspects that can supplement the HCA
    - Commissioner Title added that there were a lot of request to make the Commission's requirements clearer. The Commission's research fellow presented that some clarity could be provided with respect to the expectations for these plans. The Commission has had the benefit of seeing a lot of positive impact plans that are innovating in new ways. The goal of this guidance is to make it clearer so that upon renewal, licensees will know exactly what to expect. This is not just performance, but actual should be been made.
    - Commissioner Flanagan moved to allow Licensees to include HCA requirements as part of the positive impact plan and approve the Guidance on Positive Impact Plans.



- Commissioner Doyle seconded the motion.
  - The Commission unanimously approved the inclusion of certain Host Community Agreement requirements as part of their positive impact plan and approval of the Guidance on Positive Impact Plans.
- d. Guidance on Distribution
- The Executive Director clarified that this agenda item was not to update a guidance but rather to remove the guidance and consolidated portions of it throughout other guidance's.
  - Commissioner Title moved to approve the removal of the Guidance on Distribution.
  - Commissioner Flanagan seconded the motion.
  - The Commission unanimously approved the removal of the Guidance on Distribution.
- e. Compiled Guidance on Energy & Environmental Compliance
- Commissioner Doyle explained that this was a Guidance considered in November, but since November timelines for enforcement were changed. These changes will be reflected in the 2020 regulatory amendments. These changes were the result of the Commission's delay in getting information out with respect to energy issues with enough time to make business decisions regarding compliance. Therefore, this proposed an amendment to the guidance creates a new compliance goal of July 1, 2020, which was formerly January 1, 2020, with associated move back in the date for the of energy survey extension option.
    - By way of reminder, Commissioner Doyle explained that if applicants fill out the energy survey, they're timeline will be pushed to January 1, 2021.
    - Commissioner Doyle further explained that new applicants will have to comply with energy and environmental requirements as of July 1, 2020.
  - Commissioner Doyle moved to approve the amended Guidance on Energy & Environmental Compliance.
  - Commissioner Flanagan seconded the motion.
  - The Commission unanimously approved the Guidance on Energy & Environmental Compliance.
- f. Compiled Guidance on Licensing
- The Executive Director gave an overview of the guidance and the process for drafting. The goal was to consolidate previous guidance's on licensing but also to create a one stop shop document. The Executive Director described this was a very collaborative and iterative effort among staff and Commissioners. Based on feedback received from applicants.
  - The Chairman expressed his appreciation for the work that went into this guidance.
  - Commissioner McBride commented that it is essentially a manual more than a guidance and commended Director Potvin, General Counsel Baily, and all staff that worked on this.
  - Commissioner Doyle said there may be updates to include aspects of the Guidance on Energy and Environmental Compliance. Commissioner Doyle also expressed gratitude to



staff for the work to put in this. It was gratifying to see the explanation of priority and expedition policies.

- Commissioner Title said that it is not easy to take all the information and put it into a readable document. Commissioner Title complimented the work of Director Potvin and General Counsel Baily and thinks of this document as an equalizer among applicants.
- Commissioner Flanagan also thanked all the staff.
- Commissioner McBride moved to approve the Guidance on Licensing.
- Commissioner Flanagan seconded the motion.
- The Commission unanimously approved the Guidance on Licensing.

g. Memorandum: Chapter 55 Report on Potential Criminal Penalties

- General Counsel Baily described the requirement under Chapter 55 to study investigation and make recommendations with respect to criminal penalties. General Counsel Baily thanked Gabrielle Viator at the Massachusetts Attorney General's Office. General Counsel Baily said she was glad to report that the Commission has fulfilled its mandate in part by conducting the joint investigation, which included an extensive review of criminal and civil law and reaching out to other agencies with common concerns. General Counsel Baily offered the joint recommendations and draft report for the Commission's consideration and noted that the Attorney General's Office is conducting its own internal review. General Counsel Baily noted the following:
  - The report does not recommend new criminal penalties.
  - There are existing environmental penalties and tax implications for illicit market sales.
  - The report contains three key recommendations:
    - Clarify Commission statutes and regulations that if acting in the scope of licensure, one will not be subject to criminal penalties, but illicit market participants will be.
    - Support a joint task force to bring together administrative and enforcement agencies to conduct further investigations and studies into the illicit market, and consider penalties to address illegal activity
    - Expand the Department of Revenue enforcement authority. Currently the Department of Revenue has the ability to assess sales tax on illegal sales. The Report recommends expanding that authority to include excise and local taxes as well to deter illegal activity and as an alternative to federal prosecution.
  - General Counsel Baily asked that Commission approve the recommendations, approach, and content of report.
- Commissioner Title stated that she was going to vote no on principle but wanted to note that the report is thoughtful and well done. Commissioner Title explained that her reason voting no is based on her belief that a task force, if warranted at this time, should be limited only to current public health issues, such as dealing with counterfeit product or health issues like the vaping crisis. Beyond that, enforcement would be premature without an accompanying pathway to transition from the illicit market to the regulated market. Commissioner Title expressed that, despite these reservations, she does not want



to model a refusal to engage in this conversation, because looking at the illicit market and enforcement is crucial, as is having as many stakeholders as possible involved in the process of establishing an enforcement task force. Commissioner Title expressed her appreciation for the data collection aspect to understanding the illicit market and, in theory, the focus on alternatives to criminal prosecution.

- Commissioner McBride highlighted that no additional criminal penalties were suggested in the report. Commissioner McBride also noted that there are models the Commission can look to with respect to enforcement task forces, including with respect of tobacco. Ultimately, the goal is to end the illicit market and prevent diversion from the legal market. Commissioner McBride agreed with Commissioner Title that if a task force comes to fruition, there will need to be a close look at data relative to enforcement issues. Commissioner McBride stated that as the Commission moves forward with additional licensing and addressing the issues of supply and demand, this is a recommendation that will help.
  - Chairman asked for a motion to approve the release of the Chapter 55 report.
  - General Counsel Baily asked for authority to work with Attorney General's office to make additional non-substantive changes.
  - Commissioner Doyle moved to approve the release of the Chapter 55 report subject to non-substantive changes by General Counsel Baily in coordination with the Attorney General's Office.
  - Commissioner Flanagan seconded the motion.
  - The motion was approved by a vote of four in favor (Doyle, Flanagan, Hoffman, McBride) and one against (Title)
  - The Chairman thanked the General Counsel for her work.
- h. Staff Recommendations on Responsible Vendor Training
- The Executive Director gave an overview of the Responsible Vendor Training application process. The process is open and does not have a finite end date. This is the first wave. There were also other applications that were reopened for additional information and will be considered in the future. The notice requesting additional information includes the checklist staff is using to evaluate applications. The review is a team effort lead by Dr. Johnson, including folks from communications, investigations, and legal. The applications will be considered in waves. Before the commission today is six applications.
  - The Executive Director gave an overview of the Staff Recommendations for approval as a Responsible Vendor Trainor.
    - i. Crisis Solutionist Inc. (#RVN453134)
    - ii. Kristi Talagan (#RVN453123)
    - iii. Mary Hull (#RVN453160)
    - iv. James Yagiolo (#RVN453274)
    - v. Leafy Green LLC (#RVN453244)
    - vi. Marijuana Handlers (#RVN453288)
  - The Chairman indicated that the applications would be considered as a roster.



- Commissioner Title noted that she previously asked for consideration with respect to priority and expedited and noted that she has been asked by other applicants for business planning purposes to indicate a schedule on which approvals will be considered.
- The Executive Director said that because these are reviewed as batches, priority does not make as much sense as it would with other applications, since they are all reviewed together. We did look at the process to see if there are efficiencies. The folks that are reviewing this are doing it in addition to their regular responsibilities. The Executive Director said he hopes to add a staff member focused on these applications. The Executive Director noted in discussions with Dr. Johnson that requests for Information tend to generate a lot of questions and request for support, therefore, the Executive Director renewed his commitment to ensure efficiency and assess the structure of the application process for opportunities to improve.
- Commissioner Title clarified that when reviewing the applications as batches it was not set in stone that there would be 6 selected for Commission review, but rather any and all applications that were ready for review were put before the Commission.
  - The Executive Director confirmed this to be the case.
- The Chairman asked for additional comments and questions then asked for a motion to approve the roster for Responsible Vendor Training.
- Commissioner Flanagan moved to approve the roster for Responsible Vendor Training.
- Commissioner Doyle seconded the motion.
- The Commission unanimously approved the roster for Responsible Vendor Training.

10. New Business that the Chairman did not anticipate at time of posting.

11. Next Meeting Date

- The Chairman gave an overview of the Applicant Forum and encouraged folks to sign up for it. The Chairman also noted the following meeting would be February 6, 2020.
- Chairman thanked staff, Commissioners, and public for their cooperation to make the meeting successful.
- Commissioner Title thanked the Chairman for his focus and leadership of the meeting.
- Commissioner Flanagan moved to adjourn the meeting.
- Commissioner Doyle seconded the motion.
- The Commission unanimously voted to adjourn the meeting.



## **HOPE HEAL HEALTH, INC.**

MC281478

MP281361

MR281337

RMD-686

### **ESTABLISHMENT OVERVIEW**

1. Name, license number(s), and types of license(s) affected by the change in ownership and control request:

Hope Heal Health, Inc.

MC281478 – Cultivation – 4 / Indoor (20,001 – 30,000 sq. ft.)

MP281361 – Product Manufacturer

MR281337 – Retail

RMD-686 – MTC

### **BACKGROUND OVERVIEW**

2. The individual(s) requesting to acquire ownership or control interests over the license(s) include the following:

Charles Bachtell – Chief Executive Officer/Co-Founder/Board Member

Joseph Caltabiano – President/Co-Founder/Board Member

Ken Amann – Chief Financial Officer

Zach Marburger – Chief Information Officer

David Ellis – Chief Operating Officer

Jason Erkes – Chief Communications Officer

John Schetz – General Counsel

Dominic A. Sergi – Board Member

Brian McCormack – Board Member

Robert Sampson – Board Member

John R. Walter – Board Member

Gerald Corcoran – Board Member

Thomas Manning – Board Member/Chairman of the Board

Randy Podolsky – Board Member



3. The entity(ies) requesting to acquire ownership or control interests over the license(s) include the following:

Cresco Labs, LLC – Parent Company

4. Background checks were conducted on all individuals and entities disclosed within the application, as applicable. No suitability issues were discovered.
5. The individual(s) and/or entity(ies) that are requesting ownership and control over the license(s) do not appear to have exceeded any ownership and control limits over any particular license type or cultivation canopy.
6. Commission staff conducted an organizational and financial inspection into the individual(s) and/or entity(ies) associated with this change of ownership and control request. Commission staff found no issues or inconsistencies with the information provided to the Commission in the application.

### **RECOMMENDATION**

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and the individual associated with this change in ownership and control may now effectuate any outstanding business agreements related to the change. The licensee will notify the Commission when the change in ownership and control has occurred.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff; and
5. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 105 (1) after effectuating the change in ownership and control, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



## **MASSMEDICUM CORP.**

RMD-945

### **ESTABLISHMENT OVERVIEW**

1. Name, license number(s), and types of license(s) affected by the change in ownership and control request:

MassMedicum Corp.

MTC – RMD-945

MTC – Provisional License

### **BACKGROUND OVERVIEW**

2. The individual(s) requesting to acquire ownership or control interests over the license(s) include the following:

Christine Heck – Chief Executive Officer / Sole Director

3. The entity(ies) requesting to acquire ownership or control interests over the license(s) include the following:

PTS of Nevada, LLC – Parent Company

Grand Cru Medicinals Management, LLC – Parent Company

4. Background checks were conducted on all individuals and entities disclosed within the application, as applicable. No suitability issues were discovered.
5. The individual(s) and/or entity(ies) that are requesting ownership and control over the license(s) do not appear to have exceeded any ownership and control limits over any particular license type or cultivation canopy.
6. Commission staff conducted an organizational and financial inspection into the individual(s) and/or entity(ies) associated with this change of ownership and control request. Commission staff found no issues or inconsistencies with the information provided to the Commission in the application.

### **RECOMMENDATION**

Change in Ownership and Control Executive Summary 1



Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and the individual associated with this change in ownership and control may now effectuate any outstanding business agreements related to the change. The licensee will notify the Commission when the change in ownership and control has occurred.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff; and
5. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 105 (1) after effectuating the change in ownership and control, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



**MARIJUANA ESTABLISHMENT RENEWALS**  
**EXECUTIVE SUMMARY**  
**COMMISSION MEETING: FEBRUARY 6, 2020**

**RENEWAL OVERVIEW**

1. Name, license number, renewal application number, host community, and funds deriving from a Host Community Agreement allocated for the municipality for each Marijuana Establishment presented for renewal:

Marijuana Establishment Name	License Number	Renewal Application Number	Location	Funds
BAKED BEAN LLC	MP281406	MPR243509	UXBRIDGE	\$0.00
SOLAR THERAPEUTICS INC	MC281592	MCR139862	SOMERSET	\$46,533.30
HOLYOKE GARDENS, LLC	MC281342	MCR139861	HOLYOKE	\$0.00
RISE HOLDINGS, INC.	MR281254	MRR205560	AMHERST	\$79,775.57

2. All licensees have submitted renewal applications pursuant to 935 CMR 500.103(4) which include the licensee’s disclosure of their progress or success towards their Positive Impact and Diversity Plans.
3. All licensees have submitted documentation of good standing from the Secretary of the Commonwealth, Department of Revenue, and Department of Unemployment Assistance, if applicable.
4. All licensees have paid the appropriate annual license fee.
5. The licensees, when applicable, have been inspected over the previous year. Commission staff certify that, to the best of our knowledge, no information has been found that would prevent renewal of the licenses mentioned above pursuant to 935 CMR 500.450.

**RECOMMENDATION**

Commission staff recommend review and decision on the above-mentioned licenses applying for renewal, and if approved, request that the approval be subject to the licensee remaining in compliance with the Commission regulations and applicable law.



**MEDICAL MARIJUANA TREATMENT CENTER RENEWALS  
EXECUTIVE SUMMARY  
COMMISSION MEETING: FEBRUARY 6, 2020**

**RENEWAL OVERVIEW**

1. Name, license number, location(s), for each Medical Marijuana Treatment Center presented for renewal:

<b>Medical Marijuana Treatment Center Name</b>	<b>License Number</b>	<b>Location (Cultivation &amp; Processing)</b>	<b>Location (Dispensing)</b>
LIBERTY COMPASSION, INC.	N/A	CLINTON	WEST SPRINGFIELD

2. All licensees have submitted renewal applications pursuant to 935 CMR 501.103(4).
3. All licensees have paid the appropriate annual license fee.
4. The licensees, when applicable, have been inspected over the previous year. Commission staff certify that, to the best of our knowledge, no information has been found that would prevent renewal of the licenses mentioned above pursuant to 935 CMR 501.450.

**RECOMMENDATION**

Commission staff recommend review and decision on the above-mentioned licenses applying for renewal, and if approved, request that the approval be subject to the licensee remaining in compliance with the Commission regulations and applicable law.



**BLACKSTONE VALLEY NATURALS, LLC**  
MB281476

**ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

Blackstone Valley Naturals, LLC  
660 Douglas Street, Unit 400, Uxbridge, MA 01569

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Microbusiness (Cultivation and Product Manufacturing)

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The licensee is not an applicant or licensee for any other license type.

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on June 27, 2019.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).

**INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): December 4, 2019 and December 27, 2019.



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Cultivation Operation

Enforcement staff verified that all cultivation operations were in compliance with the Commission's regulations. Some of the requirements verified include the following:

- i. Seed-to-sale tracking;
- ii. Compliance with applicable pesticide laws and regulations; and
- iii. Best practices to limit contamination.

- d. Product Manufacturing Operation

Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Proposed product compliance; and
- ii. Safety, sanitation, and security of the area and products.



e. Transportation

The licensee does not currently have a vehicle and will be utilizing a Third-Party Transporter.

**RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may cultivate, harvest, possess, prepare, produce, and otherwise acquire marijuana, but shall not sell, or otherwise transport marijuana to other Marijuana Establishments, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations; The licensee remains suitable for licensure;
3. The licensee shall cooperate with and provide information to Commission staff; and
4. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105 (1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## CAREGIVER-PATIENT CONNECTION, LLC

MR282131

### **ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

Caregiver-Patient Connection, LLC  
371 Lunenburg Street, Fitchburg, MA 01420

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation – Tier 2/Outdoor (5,001 to 10,000 sq.ft.)	Commence Operations	Barre
Cultivation – Tier 3/Indoor (10,000 to 20,000 sq.ft.)	Provisional License	Framingham
Cultivation – Tier 2/Indoor (5,001 to 10,000 sq.ft.)	Provisional License	Barre
Product Manufacturing	Application Submitted	Framingham
MTC	Provisional License	Barre

### **LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on May 16, 2019.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).



7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).

## **INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): November 21, 2019 and December 13, 2019.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.



d. Transportation

The licensee will not be performing transportation activities from this location.

**RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations (retail only);
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff;
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105 (1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business; and
6. Prior to receiving approval to commence operations, the licensee shall, upon inspection, submit to Commission staff a detailed timeline for its MTC license(s) to become operational.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## CURALEAF MASSACHUSETTS, INC.

MR282183

### **ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

Curaleaf Massachusetts, Inc.  
124 West Street Unit D, Ware, MA 01082

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation-Tier 11 / Indoor (90,001 – 100,000 sq. ft.)	Commence Operations	Webster
Product Manufacturer	Commence Operations	Webster
Retail	Commence Operations	Oxford
Retail	Commence Operations	Provincetown
MTC	Commence Operations	Oxford
MTC	Commence Operations	Provincetown

Additionally, it should be noted, that Enforcement staff have received a request for change in ownership or control by the licensee. This request is currently under staff review.

### **LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on September 13, 2019.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).

Final License Executive Summary 1



7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).

## **INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): November 25, 2019.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and



iii. Availability and contents of adult-use consumer education materials.

d. Transportation

Enforcement staff verified that all transportation-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Vehicle and staffing requirements;
- ii. Communication and reporting requirements; and
- iii. Inventory and manifests requirements.

**RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff; and
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105 (1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**GREEN BIZ, LLC**  
MR281793

**ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

Green Biz, LLC  
34 Bridge Street, Northampton, MA 01060

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Retail	Provisional License	Pittsfield
Retail	Applicant	Northampton

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on March 7, 2019.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).

**INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): December 4, 2019 and December 27, 2019.

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9. The licensee’s facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff’s inspection is highlighted below:

a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

d. Transportation

The licensee will not be performing transportation activities at this time.

**RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:



1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations; The licensee remains suitable for licensure;
3. The licensee shall cooperate with and provide information to Commission staff; and
4. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105 (1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## IPSWICH PHARMACEUTICAL ASSOCIATES, INC.

MR281571

### **ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

Ipswich Pharmaceutical Associates, Inc  
116 Newburyport Turnpike, Rowley, MA 01969

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation – Tier 11 / Outdoor (90,001 – 100,000 sq. ft.)	Applicant	Rowley
MTC	Provisional License	Rowley

### **LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on August 8, 2019.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).

### **INSPECTION OVERVIEW**



8. Commission staff inspected the licensee's facility on the following date(s): October 25, 2019 and December 18, 2019.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor;
- iii. Availability and contents of adult-use consumer education materials;
- iv. Appropriate patient consultation area (co-location); and
- v. Plan to ensure 35% of its inventory is preserved for patients (co-location).

d. Transportation

The licensee will not be performing transportation activities at this time.



## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff;
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105 (1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business; and
6. Prior to receiving approval to commence operations, the licensee shall, upon inspection, submit to Commission staff an updated timeline for its MTC license(s) to become operational.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**NOVA FARMS, LLC**  
MR281379

**ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

Nova Farms, LLC  
34 Extension Street, Attleboro, MA 02073

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation – Tier 2 / Indoor (5,001 – 10,000 sq. ft.)	Provisional License	Attleboro
Cultivation – Tier 9 / Outdoor (70,001 – 80,000 sq. ft.)	Final License	Sheffield
Cultivation – Tier 1 / Indoor (up to 5,000 sq. ft.)	Provisional License	Sheffield
Product Manufacturer	Provisional License	Attleboro
Retail	Provisional License	Framingham
MTC	Provisional License	Attleboro

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on December 13, 2018.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).



7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).

## **INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): July 26, 2019.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor;
- iii. Availability and contents of adult-use consumer education materials;
- iv. Appropriate patient consultation area (co-location); and



v. Plan to ensure 35% of its inventory is preserved for patients (co-location).

d. Transportation

The licensee will not be performing transportation activities at this time.

**RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff;
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105 (1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business;
6. Prior to receiving approval to commence operations, the licensee shall, upon inspection, submit to Commission staff an updated timeline for its MTC license(s) to become operational.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**PIONEER VALLEY EXTRACTS, LLC**  
MP281417

**ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

Pioneer Valley Extracts, LLC  
43 Ladd Avenue, Northampton, MA 01062

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Product Manufacturer

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The licensee is not an applicant or licensee for any other license type

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on January 10, 2019.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).

**INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): December 23, 2019.



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Product Manufacturing Operation

Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Proposed product compliance; and
- ii. Safety, sanitation, and security of the area and products.

- d. Transportation

The licensee will not be performing transportation activities at this time.

## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:



1. The licensee may possess, prepare, produce, and otherwise acquire marijuana, but shall not sell, or otherwise transport marijuana to other Marijuana Establishments, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff; and
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105 (1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**PURE OASIS, LLC**  
MR281352

**ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

Pure Oasis, LLC  
430 Blue Hill Avenue, Boston, MA 02121

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The licensee is not an applicant or licensee for any other license type.

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on July 17, 2019.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).

**INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): November 21, 2019, December 16, 2019, and January 23, 2020.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.



10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.

11. Specific information from Commission staff's inspection is highlighted below:

a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

d. Transportation

The licensee will not be performing transportation activities.

**RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:



1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff; and
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**SOLAR THERAPEUTICS**  
MP281464

**ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

Solar Therapeutics  
1400 Brayton Point Road, Somerset, MA 02725

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Product Manufacturer

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation- Tier 5 / Indoor (30,001-40,000 sq. ft.)	Final License	Somerset
Retail	Commence Operations	Somerset
Retail	Application Submitted	Seekonk
MTC	Final License	Somerset

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on May 30, 2019.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).



## INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): December 27, 2019.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Product Manufacturing Operation

Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Proposed product compliance; and
- ii. Safety, sanitation, and security of the area and products.

- d. Transportation

The licensee will not be performing transportation activities at this time.



## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess, prepare, produce, and otherwise acquire marijuana, but shall not sell, or otherwise transport marijuana to other Marijuana Establishments, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff;
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105 (1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business; and
6. Prior to receiving approval to commence operations, the licensee shall, upon inspection, submit to Commission staff an updated timeline as to when its MTC license will become operational.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**THE VERB IS HERB**  
MR281637

**ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

The Verb is Herb  
74 Cottage Street, Easthampton, MA 01027

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

Retail

3. The licensee is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The licensee is not an applicant or licensee for any other license type.

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license type(s) on December 13, 2018.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license(s).

**INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): November 13, 2019.



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Marijuana Establishment was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation

The licensee will not be performing transportation activities at this time.

## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:



1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff; and
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105 (1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**BOUNTIFUL FARMS**  
RMD-1485

**ESTABLISHMENT OVERVIEW**

1. Name of the Medical Marijuana Treatment Center:

Bountiful Farms, Inc.

2. Address(es) of Medical Marijuana Treatment Center:

Cultivation: 200 Kenneth Welch Drive, Lakeville, MA 02347

Product Manufacturing: 200 Kenneth Welch Drive, Lakeville, MA 02347

Dispensary: 200 Kenneth Welch Drive, Lakeville, MA 02347

The licensee's dispensary location has not completed all required inspections as of the date of this recommendation.

3. The licensee is a licensee or applicant for other Medical Marijuana Treatment Center and/or Marijuana Establishment license(s):

The licensee is not an applicant or licensee for any other license type.

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure on July 27, 2018.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license.
7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license.

**INSPECTION OVERVIEW**



8. Commission staff inspected the licensee's facility(ies) on the following date(s): October 31, 2019 and November 5, 2019.
9. The licensee's Medical Marijuana Treatment Center was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 501.000 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Medical Marijuana Treatment Center was not in compliance with all applicable state and local codes, bylaws, laws, ordinances, and regulations.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Cultivation Operation

Enforcement staff verified that all cultivation operations were in compliance with the Commission's regulations. Some of the requirements verified include the following:

- i. Seed-to-sale tracking;
- ii. Compliance with applicable pesticide laws and regulations; and
- iii. Best practices to limit contamination.

- d. Product Manufacturing Operation

Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:



- i. Proposed product compliance; and
- ii. Safety, sanitation, and security of the area and products.

e. Retail Operation

Enforcement staff have not inspected the MTC's dispensary facility. Enforcement staff recommends a license condition requiring completion of all inspections of the dispensary facility no later than 150 days after issuance of this final license.

f. Transportation

Enforcement staff verified that all transportation-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Vehicle and staffing requirements;
- ii. Communication and reporting requirements; and
- iii. Inventory and manifests requirements.

## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may cultivate, harvest, possess, prepare, produce, and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Medical Marijuana Treatment Centers, or to patients, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff;
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 501.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business;
6. The licensee shall have completed all construction and buildout of its dispensary facility, obtain a certificate of occupancy for the dispensary facility, and complete all required inspections of the dispensary facility within 150 days of the issuance of this final license; and
7. If the licensee fails to achieve operation of its dispensary facilities on or before the date specified in condition #6, the licensee shall be deemed to have ceased to operate and its license shall be deemed void in accordance with 935 CMR 501.410.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.



As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**RESINATE, INC.**  
RMD-1345

**ESTABLISHMENT OVERVIEW**

1. Name of the Medical Marijuana Treatment Center:

Resinate, Inc.

2. Address(es) of Medical Marijuana Treatment Center:

Cultivation: 120 Gilboa St, Douglas, MA 01516

Product Manufacturing: 1191 Millbury St., Worcester, MA 01607

Dispensary: 1191 Millbury St., Worcester, MA 01607

3. The licensee is a licensee or applicant for other Medical Marijuana Treatment Center and/or Marijuana Establishment license(s):

Type	Status	Location
Cultivation – Tier 3 / Indoor (20,001 – 30,000 sq. ft.)	Applicant	Douglas
Product Manufacturer	Applicant	Douglas
Retail	Applicant	Worcester
Retail	Applicant	Northampton
Retail	Applicant	Grafton

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure on November 28, 2016.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license.
7. No new information has been discovered by Commission staff regarding the suitability of the licensee or the individuals and entities previously disclosed since the issuance of the provisional license.



## INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility(ies) on the following date(s): October 31, 2019 and November 5, 2019.
9. The licensee's Medical Marijuana Treatment Center was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 501.000 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the Medical Marijuana Treatment Center was not in compliance with all applicable state and local codes, bylaws, laws, ordinances, and regulations.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Cultivation Operation

Enforcement staff verified that all cultivation operations were in compliance with the Commission's regulations. Some of the requirements verified include the following:

- i. Seed-to-sale tracking;
- ii. Compliance with applicable pesticide laws and regulations; and
- iii. Best practices to limit contamination.

- d. Product Manufacturing Operation



Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Proposed product compliance; and
- ii. Safety, sanitation, and security of the area and products.

e. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor;
- iii. Availability and contents of patient education materials; and
- iv. Policies to ensure dispensing limits are followed.

f. Transportation

Enforcement staff verified that all transportation-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Vehicle and staffing requirements;
- ii. Communication and reporting requirements; and
- iii. Inventory and manifests requirements.

## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may cultivate, harvest, possess, prepare, produce, and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Medical Marijuana Treatment Centers, or to patients, until upon inspection, receiving permission from the Commission to commence full operations;
2. The licensee is subject to inspection to ascertain compliance with Commission regulations;
3. The licensee remains suitable for licensure;
4. The licensee shall cooperate with and provide information to Commission staff; and
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 501.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.



As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**APOTHCA, INC.**  
MRN282730

**BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Apothca, Inc.  
1386 Massachusetts Ave, Arlington, MA 02476

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Retail

The application was reopened one (1) time for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation – Tier 5 / Indoor (30,001 – 40,000 sq. ft.)	Provisional License	Fitchburg
Product Manufacturing	Provisional License	Fitchburg
Retail	Commence Operations	Lynn
MTC	Commence Operations	Lynn
MTC	Commence Operations	Arlington
MTC	Provisional License	Holyoke

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Andrew Young	Executive
Corey Cutlter	Board Member
Leon Nitka	Board Member
Moshe Bleich	Director
Rachmil Lekach	Board Member
Joseph Lekach	Close Associate

5. List of all required entities and their roles in the Marijuana Establishment:

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Entity	Role
Artcan, LLC	Capital Resource

6. Applicant’s priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their application prior to the Commission’s policy clarification on October 10, 2019. Under this policy, the applicant would still be classified as an MTC Priority Applicant for this application as it will be co-located with an MTC.

7. The applicant and municipality executed a Host Community Agreement on July 19, 2019.

8. The applicant conducted a community outreach meeting on June 13, 2019 and provided documentation demonstrating compliance with Commission regulations.

9. The Commission received a municipal response from the municipality on January 1, 2020 stating the applicant was in compliance with all local ordinances and bylaws.

10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Target 30% of individuals from Lynn, Fitchburg, or other area of disproportionate impact for its hiring initiatives.
2	Host two (2) industry-specific educational seminars in Lynn or Fitchburg annually.
3	Donate \$2,500 to My Brother’s Table annually. An email from this organization stating they would receive such donations was provided to the Commission in the application.

**SUITABILITY REVIEW**

11. There were disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions. These disclosures did not raise suitability issues

12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within eight (8) months of receiving the provisional license(s).

14. The applicant’s proposed hours of operation are the following:



Monday – Sunday: 10:00 a.m. – 8:00 p.m.

15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Hire at least 30% of individuals that are minorities, women, veterans, people with disabilities, and LGBTQ+
2	Host at least one (1) career fair annually in underrepresented and minority communities.

17. Summary of cultivation plan (if applicable):

Not applicable.

18. Summary of products to be produced and/or sold (if applicable):

Not applicable.

19. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant plans to obtain marijuana from its affiliated licenses. If the need arises, the applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

## **RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff;
4. Provisional licensure is subject to the payment of the appropriate license fee; and
5. Prior to final licensure, the applicant shall submit to Commission staff, upon inspection, an updated timeline as to when its MTC license (Holyoke) will become operational.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



## CULTIVATE HOLDINGS, LLC

MCN282053

MPN281742

### **BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Cultivate Holdings, LLC  
100 Campanelli Drive, Uxbridge, MA 01524

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Cultivation – Tier 5 / Indoor (30,001 – 40,000 sq. ft.)  
Product Manufacturer

The application was reopened three (3) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation – Tier 2 / Indoor (5,001 – 10,000 sq. ft.)	Commence Operations	Leicester
Product Manufacturer	Commence Operations	Leicester
Retail	Commence Operations	Leicester
Retail	Provisional License	Worcester
Retail	Provisional License	Uxbridge
MTC	Commence Operations	Leicester

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Samuel Barber	Owner
Robert Lally	Owner
Stephen Barber	Owner
Jennifer Miller	Executive
Mark Frechette	Executive
Karen Golden	Director

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George Morales	Director
Diane Maska	Director

- List of all required entities and their roles in the Marijuana Establishment:

No other entity appears to have ownership or control over this proposed Marijuana Establishment.

- Applicant's priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their application prior to the Commission's policy clarification on October 10, 2019. Under this policy, the applicant would now be considered a general applicant.

- The applicant and municipality executed a Host Community Agreement on May 15, 2019.
- The applicant conducted a community outreach meeting on April 29, 2019 and provided documentation demonstrating compliance with Commission regulations.
- The Commission received a municipal response from the municipality on December 3, 2019 stating the applicant was in compliance with all local ordinances and bylaws.
- The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Host two (2) networking events through the Cultivate Launch Program.
2	Recruit at least five (5) Economic Empowerment Program and Social Equity Program participants to participate in the Cultivate Launch Program.
3	Provide members of the Cultivate launch Program with employee training and manager training.
4	Once a month, donate ten percent (10%) of the establishment's gross sales, from the day it intends to donate, to charities that provide services to past or present residents of arears of disproportion impact and/or who help Massachusetts residents with past drug convictions

### **SUITABILITY REVIEW**

- There were disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions. These disclosures did not raise suitability issues.
- There were no concerns arising from background checks on the individuals or entities associated with the application.



## **MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within nine (9) months of receiving the provisional license(s).
14. The applicant's proposed hours of operation are the following:  
  
Monday – Sunday: 7:00 a.m. – 6:00 p.m.
15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission's regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Maintain a diverse workforce that is comprised of at least forty percent (40%) of individuals who are minorities, women, veterans, and/or people with disabilities.

17. Summary of cultivation plan (if applicable):

The applicant submitted a cultivation plan that demonstrates the ability to comply with the Commission's regulations.

18. Summary of products to be produced and/or sold (if applicable):

#	Product
1	Flower
2	Pre-Rolls
3	Concentrates (Kief, Rosin, Shatter, Sugar Wax, Wax, and Dabbles)
4	Edibles (Blackberry, Green Apple, Mango, Peach, Strawberry Kiwi, Watermelon Hexies; Dark and Milk Chocolate Bars; Chocolate Chip Cookies; and Caramels)
5	Tinctures
6	Lotions
7	Topicals
8	Salves
9	Oils
10	Sprays

19. Plan for obtaining marijuana or marijuana products (if applicable):



Not applicable.

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff;
4. Provisional licensure is subject to the payment of the appropriate license fee; and
5. Prior to final licensure, the applicant shall, upon inspection, provide to Commission staff further clarifying information regarding the proposed product “Hexies”.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



## DIEM ORANGE, LLC

MCN282161

MPN281684

### **BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Diem Orange, LLC  
207 Daniel Shays Highway, Orange, MA 01634

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Cultivation – Tier 2 / Indoor (5,001 – 10,000 sq. ft.)  
Product Manufacturer

The application was reopened three (3) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Christopher Mitchem	Executive / Officer
Franklin Kanekoa	Executive / Officer

5. List of all required entities and their roles in the Marijuana Establishment:

Entity	Role
TDMA Holdings, LLC	Parent Company
RLTY Development MA 1 LLC	Capital Contributor

6. Applicant's priority status:

General Applicant



7. The applicant and municipality executed a Host Community Agreement on April 23, 2019.
8. The applicant conducted a community outreach meeting on May 3, 2019 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on December 19, 2019 stating the applicant was in compliance with all local ordinances and bylaws.
10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Donate at least \$5,000 to the Commission’s Social Equity Training and Technical Assistance Fund.

**SUITABILITY REVIEW**

11. There were disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions. These disclosures did not raise suitability issues.
12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within three (3) months of receiving the provisional license(s).
14. The applicant’s proposed hours of operation are the following:  
  
Monday – Sunday: 7:00 a.m. – 11:00 p.m.
15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 50% of women and 15% of minorities, veterans, people with disabilities, and LGBTQ+ for its hiring initiatives.
2	Prioritize working with businesses in its supply chain and required ancillary services that are owned and/or managed by minorities, women, veterans, people with disabilities, and/or LGBTQ+.



17. Summary of cultivation plan (if applicable):

The applicant submitted a cultivation plan that demonstrates the ability to comply with the Commission’s regulations.

18. Summary of products to be produced and/or sold (if applicable):

#	Product
1	Butane Hash Oil
2	CO2 Oil
3	Distillate
4	Tinctures
5	Gummies (strawberry, marionberry, pomegranate, huckleberry, raspberry and peach soft chews)
6	Chocolate
7	Lozenges (strawberry marionberry, pomegranate, huckleberry, raspberry and peach hard candies)
8	Skin cream

19. Plan for obtaining marijuana or marijuana products (if applicable):

Not applicable.

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff;
4. Provisional licensure is subject to the payment of the appropriate license fee; and
5. Final license is subject to the applicant, upon inspection, providing Commission staff an updated Positive Impact Plan that modifies its goal(s) to include other initiatives other than providing funds to the Social Equity Training and Technical Assistance Fund.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



## GRASS APPEAL, LLC

MCN282123

MRN282267

### **BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Grass Appeal, LLC  
79 River Road, Uxbridge, MA 01569

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Cultivation – Tier 3 / Indoor (10,001 – 20,000 sq. ft.)  
Retail

The cultivation application was reopened three (3) times and the retail application was opened two (2) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Richard Rainone	Owner / Partner

5. List of all required entities and their roles in the Marijuana Establishment:

No other entity appears to have ownership or control over this proposed Marijuana Establishment.

6. Applicant's priority status:

Expedited Applicant (Veteran-Owned Business)



7. The applicant and municipality executed a Host Community Agreement on December 20, 2018.
8. The applicant conducted a community outreach meeting on December 17, 2018 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on December 18, 2019 stating the applicant was in compliance with all local ordinances and bylaws.
10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Recruit 25% of its employees from Worcester and Southbridge, Massachusetts residents who have, or have parents or spouses who have, past drug convictions.
2	Contribute a minimum of 40 hours of volunteer time to charitable groups serving Worcester and Southbridge.
3	Contribute a minimum of \$10,000 to charitable groups serving Worcester and Southbridge.

### **SUITABILITY REVIEW**

11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
12. There were no concerns arising from background checks on the individuals or entities associated with the application.

### **MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within thirty (30) days of receiving the provisional license(s).
14. The applicant's proposed hours of operation are the following:  
Monday – Friday: 8:00 a.m. – 10:00 p.m.
15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission's regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
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<b>1</b>	Recruit 10% of staff that are minorities, women, veterans, people with disabilities, and LGBTQ+ for its hiring initiatives.
<b>2</b>	Offer advancement to management and executive positions internally.
<b>3</b>	Provide training on diversity and sensitivity.

17. Summary of cultivation plan (if applicable):

The applicant submitted a cultivation plan that demonstrates the ability to comply with the Commission’s regulations.

18. Summary of products to be produced and/or sold (if applicable):

Not applicable.

19. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant plans to obtain marijuana from its affiliated licenses. If the need arises, the applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff; and
4. Provisional licensure is subject to the payment of the appropriate license fee.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



**GREENSTAR HERBALS, INC.**

MRN282207

**BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Greenstar Herbals, Inc.  
22-24 Main Street, Maynard, MA 01754

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Retail

The application was reopened three (3) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Retail	Provisional License	Chelsea
Retail	Provisional License	Dracut

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Thomas Morey	Owner
James Morey	Close Associate
John Herendeen	Close Associate
Napoleon Brito	Close Associate

5. List of all required entities and their roles in the Marijuana Establishment:

No other entity appears to have ownership or control over this proposed Marijuana Establishment.

6. Applicant's priority status:

General applicant

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7. The applicant and municipality executed a Host Community Agreement on December 18, 2018.
8. The applicant conducted a community outreach meeting on November 29, 2018 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on December 3, 2019 stating the applicant was in compliance with all local ordinances and bylaws.
10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Recruit and maintain a labor force in which at least 50% of individuals are residents of Chelsea.
2	Conduct at least one (1) industry-specific educational seminar annually for Chelsea residents.

**SUITABILITY REVIEW**

11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within seven (7) months of receiving the provisional license(s).
14. The applicant’s proposed hours of operation are the following:  
  
Monday – Sunday: 9:00 a.m. – 10:00 p.m.
15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 20% of individuals that are minorities women, veterans, disabled individuals, and LGBTQ.



17. Summary of cultivation plan (if applicable):

Not applicable

18. Summary of products to be produced and/or sold (if applicable):

Not applicable

19. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

### **RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff; and
4. Provisional licensure is subject to the payment of the appropriate license fee.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



**HEKA, INC.**

MCN282248

MPN281736

MRN282770

**BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Heka, Inc.  
98 Sgt. TM Dion Way, Westfield, MA 01085

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Cultivation – Tier 4 / Indoor (20,001 – 30,000 sq. ft.)  
Product Manufacturing  
Retail

The cultivation application was reopened two (2) times, and the product manufacturing and retail application was reopened three (3) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Retail	Applicant	Pittsfield
MTC	Provisional License	Westfield
MTC	Provisional License	Pittsfield
MTC	Provisional License	West Springfield

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Mark Dupuis	Executive / Officer
Kimberly Shattuck	Executive / Officer
Kimberly Murphy	Executive / Officer
Joshua Dupuis	Manager
John Murphy	Executive / Officer
Deane Gallo	Executive / Officer

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William Bazin	Board Member
Louis Dupuis	Executive / Officer
Rodrigo Valles	Board Member

5. List of all required entities and their roles in the Marijuana Establishment:

Entity	Role
HIIG Incorporated	Capital Contributor
Westfield Investment Group, LLC	Capital Contributor
Baystate Capital, LLC	Capital Contributor

6. Applicant's priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their applications prior to the Commission's policy clarification on October 10, 2019. Under this policy, the applicant would still be classified as an MTC Priority Applicant for all three (3) applications as they are all co-located with an MTC.

7. The applicant and municipality executed a Host Community Agreement on March 13, 2019.
8. The applicant conducted a community outreach meeting on February 6, 2019 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on December 12, 2019 stating the applicant was in compliance with all local ordinances and bylaws.
10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Sponsor industry-specific informational meetings in the Pittsfield and West Springfield communities, twice a year.
2	Recruit 25% of all potential candidates from areas of disproportionate impact in its first full year of operations.

### **SUITABILITY REVIEW**

11. There were disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions. These disclosures did not raise suitability issues.
12. There were no concerns arising from background checks on the individuals or entities associated with the application.

### **MANAGEMENT AND OPERATIONS REVIEW**



13. The applicant states that it can be operational within five months of receiving the provisional license(s).
14. The applicant's proposed hours of operation are the following:  
Monday – Sunday: 7:00 a.m. – 9:00 p.m.
15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission's regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 25% of all potential candidates that are minorities, women, veterans, people with disabilities, and LGBTQ+ for its hiring initiatives.
2	Participate in at least two (2) job fairs within the first full year of operation.

17. Summary of cultivation plan (if applicable):

The applicant submitted a cultivation plan that demonstrates the ability to comply with the Commission's regulations.

18. Summary of products to be produced and/or sold (if applicable):

#	Product
1	Flower
2	Pre-Rolls
3	Chocolates (dark chocolate, milk chocolate, white chocolate, mint chocolate, caramels, and peanut butter cups)
4	Gummies (assorted flavors, blue raspberry, watermelon)
5	Hard candies (blue raspberry and mint)
6	Brownies (chocolate)
7	Chocolate chip cookies
8	Oils
9	Wax
10	Shatter
11	Kief
12	Live Rosin
13	Distillate
14	Crumble



15	Hash
16	Vapes (cartridges and premium vape)
17	Drops (Unflavored drops to be infused into flavored drinks)
18	Tinctures

19. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant plans to obtain marijuana from its affiliated licenses. If the need arises, the applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff;
4. Provisional licensure is subject to the payment of the appropriate license fee; and
5. Final license is subject to the applicant submitting, upon inspection, an updated timeline for its three (3) MTC licenses to become operational.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



**HEKA, INC.**  
MRN282903

**BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Heka, Inc.  
745 East Street, Pittsfield, MA 01201

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Retail

The application was reopened two (2) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation	Applicant	Hampden
Product Manufacturer	Applicant	Hampden
Retail	Applicant	Hampden
MTC	Provisional License	Westfield
MTC	Provisional License	Pittsfield
MTC	Provisional License	West Springfield

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Mark Dupuis	Executive / Officer
Kimberly Shattuck	Executive / Officer
Kimberly Murphy	Executive / Officer
Joshua Dupuis	Manager
John Murphy	Executive / Officer
Deane Gallo	Executive / Officer
William Bazin	Board Member
Louis Dupuis	Executive / Officer
Rodrigo Valles	Board Member

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- List of all required entities and their roles in the Marijuana Establishment:

Entity	Role
HIIG Incorporated	Capital Contributor
Westfield Investment Group, LLC	Capital Contributor
Baystate Capital, LLC	Capital Contributor

- Applicant's priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their application prior to the Commission's policy clarification on October 10, 2019. Under this policy, the applicant would still be classified as an MTC Priority Applicant for this application as it will be co-located with an MTC.

- The applicant and municipality executed a Host Community Agreement on November 8, 2018.
- The applicant conducted a community outreach meeting on August 22, 2019 and provided documentation demonstrating compliance with Commission regulations.
- The Commission received a municipal response from the municipality on January 21, 2020 stating the applicant was in compliance with all local ordinances and bylaws.
- The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Sponsor industry-specific informational meetings in the Pittsfield and West Springfield communities, twice a year.
2	Recruit 25% of all potential candidates from areas of disproportionate impact in its first full year of operations.

**SUITABILITY REVIEW**

- There were disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions. These disclosures did not raise suitability issues.
- There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

- The applicant states that it can be operational within five months of receiving the provisional license(s).



14. The applicant’s proposed hours of operation are the following:

Monday – Sunday: 9:00 a.m. – 9:00 p.m.

15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.

16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 25% of all potential candidates that are minorities, women, veterans, people with disabilities, and LGBTQ+ for its hiring initiatives.
2	Participate in at least two (2) job fairs within the first full year of operation.

17. Summary of cultivation plan (if applicable):

Not applicable.

18. Summary of products to be produced and/or sold (if applicable):

Not applicable.

19. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant plans to obtain marijuana from its affiliated licenses. If the need arises, the applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

## **RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff;
4. Provisional licensure is subject to the payment of the appropriate license fee; and
5. Final license is subject to the applicant submitting, upon inspection, an updated timeline for its three (3) MTC licenses to become operational.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



## HOLISTIC INDUSTRIES, INC.

MRN282605

### **BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Holistic Industries, Inc.  
155 Northampton Street, Easthampton, MA 01207

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Retail

The application was reopened three (3) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation-Tier 5 / Indoor (30,001 – 40,000)	Applicant	Monson
Product Manufacturer	Applicant	Monson
Retail	Applicant	Springfield
Marijuana Transporter with Other Existing ME License	Applicant	Monson
MTC	Provisional License	Easthampton
MTC	Commence Operations	Somerville

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Ismael Canales	Chief Security Officer
Joshua Genderson	CEO
Sarah Stretchberry	Dispensary Director
Jamie Ware	Compliance Officer
Adam Kavalier	Chief Scientific Officer
Barry Bass	CFO
Josh Bell	COO

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Lori Genderson	Owner
Richard Genderson	Owner
Staci Walkes	Owner
Morgan Genderson	Owner
Michael Kessel	Close Associate
Mitchell Kulick	Close Associate
Mikhail Don	Close Associate
Beni Golani	Close Associate
David Cohen	Close Associate

5. List of all required entities and their roles in the Marijuana Establishment:

Entity	Role
Avery Road, LLC	33% owner of Holistic Industries, Inc.
Liberty Capital Partners, LLC	33% owner of Holistic Industries, Inc.

6. Applicant's priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their application prior to the Commission's policy clarification on October 10, 2019. Under this policy, the applicant would now be considered a general applicant because the co-located MTC license was approved for a provisional license after April 2018.

7. The applicant and municipality executed a Host Community Agreement on February 6, 2019.
8. The applicant conducted a community outreach meeting on May 15, 2019 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on November 7, 2019 stating the applicant was in compliance with all local ordinances and bylaws.
10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Recruit 20% of individuals from Monson.
2	Donate \$5,000 to Monson Free Public Library on an annual basis.
3	Donate \$5,000 to Monson Council on Aging on an annual basis.

### **SUITABILITY REVIEW**

11. There were disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions. These disclosures did not raise suitability issues.



12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within two (2) months of receiving the provisional license(s).
14. The applicant’s proposed hours of operation are the following:
- Monday – Saturday: 10:00 a.m. – 8:00 p.m.  
Sunday – 11:00 a.m. – 5:00 p.m.
15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 50% of individuals that are minorities, person with disabilities, and women.
2	Hire one (1) national Diversity Officer to establish new diversity plan policies and ensure their implementation through our employee staffing, retention and promotion plans.

17. Summary of cultivation plan (if applicable):
- Not applicable
18. Summary of products to be produced and/or sold (if applicable):
- Not applicable
19. Plan for obtaining marijuana or marijuana products (if applicable):
- The applicant plans to obtain marijuana from its affiliated licenses. If the need arises, the applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:



1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff;
4. Provisional licensure is subject to the payment of the appropriate license fee; and
5. Final licensure is subject to the applicant submitting, upon inspection, an updated timeline as to when its MTC license(s) will become operational.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



**M3 VENTURES, INC.**  
MRN282350

**BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

M3 Ventures, Inc.  
29 Echo Road, Mashpee, MA 02469

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Retail

The application was reopened four (4) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation – Tier 2 / Indoor (10,001 – 20,000 sq. ft.)	Commence Operations	Plymouth
Product Manufacturer	Commence Operations	Plymouth
Retail	Commence Operations	Plymouth
MTC	Commence Operations	Plymouth
MTC	Commence Operations	Mashpee

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Krista Ankner	Board Member
Jonathan Herlihy	Board Member
James Vaccaro	Board Member
Kevin O'Reilly	Executive / Officer
Keith Tibbetts	Manager
Elizabeth Nowlan	Financial Management Services
Renee Pannoni	Manager
Michael Kinnealey	Manager
Alicia Wyman	Board Member

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Brian Higgins	Manager
Vincent Villalpando	Manager
John Thomas	Investor

5. List of all required entities and their roles in the Marijuana Establishment:

Entity	Role
Triple M. Management Company, LLC	Management Company / Capital Contributor
John V. Thomas Revocable Trust	Investor in Triple M. Management Company

6. Applicant's priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their application prior to the Commission's policy clarification on October 10, 2019. Under this policy, the applicant would still receive priority review as this applicant will be co-located with an MTC license.

7. The applicant and municipality executed a Host Community Agreement on April 10, 2019.
8. The applicant conducted a community outreach meeting on March 21, 2019 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on December 12, 2019 stating the applicant was in compliance with all local ordinances and bylaws.
10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Give hiring preference to individuals from Abington, Braintree, Brockton and Taunton.
2	Donate \$15,000 to Turning Point on an annual basis.
3	Donate \$15,000 to Wareham Evergreen House on an annual basis.

### **SUITABILITY REVIEW**

11. There were disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions. These disclosures did not raise suitability issues.
12. There were no concerns arising from background checks on the individuals or entities associated with the application. These disclosures did not raise suitability issues.



**MANAGEMENT AND OPERATIONS REVIEW**

- 13. The applicant states that it can be operational within four (4) months of receiving the provisional license(s).
- 14. The applicant’s proposed hours of operation are the following:  
  
Monday – Saturday: 10:00 a.m. – 8:00 p.m.
- 15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
- 16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 30% of individuals that are minorities, women, veterans, people with disabilities, and LGBTQ (Equity Pool).
2	Maintain an annual retention rate of 75% of all individuals hired from the Equity Pool and that 25% of its promotions during the measuring period will derive from members of the Equity Pool.

- 17. Summary of cultivation plan (if applicable):  
  
Not applicable.
- 18. Summary of products to be produced and/or sold (if applicable):  
  
Not applicable.
- 19. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant plans to obtain marijuana from its affiliated licenses. If the need arises, the applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

- 1. Final license is subject to inspection to ascertain compliance with Commission regulations;
- 2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
- 3. The applicant shall cooperate with and provide information to Commission staff; and
- 4. Provisional licensure is subject to the payment of the appropriate license fee.



The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



## OLDE WORLD REMEDIES, INC.

MRN282742

### **BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Olde World Remedies, Inc.  
953 Western Avenue, Lynn, MA 01901

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Retail

The application was reopened two (2) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
MTC	Provisional License	Lynn

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Alan Rothenberg	Owner / Partner
Suzanne Rothenberg	Owner / Partner

5. List of all required entities and their roles in the Marijuana Establishment:

No other entity appears to have ownership or control over this proposed Marijuana Establishment.

6. Applicant's priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their application prior to the Commission's policy clarification on October 10, 2019. Under this policy, the applicant would still be classified as an MTC Priority Applicant as the applicant will be co-located with an MTC.

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7. The applicant and municipality executed a Host Community Agreement on August 30, 2019.
8. The applicant conducted a community outreach meeting on June 10, 2019 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on December 18, 2019 stating the applicant was in compliance with all local ordinances and bylaws.
10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Provide a one-time donation in the amount of \$50,000 to the City of Lynn for the construction of a new playground located in Ward 6 of the City.
2	Recruit 20% of individuals that reside in Lynn, individuals with drug convictions, children and spouses with drug convictions, and/or Social Equity Participants.
3	Participate in the annual Lynn Earth Day neighborhood clean-up.

**SUITABILITY REVIEW**

11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within three (3) – five (5) months (Spring 2020) of receiving the provisional license(s).
14. The applicant’s proposed hours of operation are the following:  
  
Monday – Sunday: 9:00 a.m. – 8:00 p.m.
15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
---	------



1	Recruit 50% of women and 35% of minorities, veterans, people with disabilities and people who are LGBTQ.
2	Prioritize working with businesses in its supply chain and required ancillary services that are owned and/or managed by minority groups, women, veterans, people with disabilities, or LGBTQ.

17. Summary of cultivation plan (if applicable):

Not applicable.

18. Summary of products to be produced and/or sold (if applicable):

Not applicable.

19. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant plans to obtain adult-use cultivation and product manufacturing licenses and will obtain marijuana from its affiliated licenses. Prior to obtaining its adult-use cultivation and product manufacturing licenses, once its MTC is operational, it will transfer product from its MTC license while preserving a sufficient patient supply pursuant to 935 CMR 502.140(9).

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff;
4. Provisional licensure is subject to the payment of the appropriate license fee; and
5. Prior to final licensure, the applicant shall submit to Commission staff, upon inspection, an updated timeline for its MTC license to become operational.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



**PHARMACANNIS MASSACHUSETTS, INC.**

MCN282047

**BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Pharmacannis Massachusetts, Inc.  
465 Hoppingbrook Rd, Holliston, MA 01746

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Cultivation – Tier 7 / Indoor (50,000 – 60,000 sq. ft.)

The application was reopened two (2) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Retail	Commence Operations	Wareham
Retail	Provisional License	Shrewsbury
MTC	Provisional License	Franklin
MTC	Commence Operations	Wareham

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Teddy Scott	Executive / Officer
Stephen Schuler	Board Member
Michael Chodil	Executive / Officer
Jeremy Unruh	Director
Kimberly Evans	Controller
Michelle Stormo	Employee / Executive Director
Norah Scott	Close Associate
Stephen Schuler	Close Associate
Daniel Tierney	Close Associate

5. List of all required entities and their roles in the Marijuana Establishment:

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Entity	Role
PharmaCann, LLC	Parent Company

6. Applicant’s priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their application prior to the Commission’s policy clarification on October 10, 2019. Under this policy, the applicant would still be classified as an MTC Priority Applicant as this propose establishment will be co-located with an MTC.

7. The applicant and municipality executed a Host Community Agreement on December 10, 2018.

8. The applicant conducted a community outreach meeting on January 24, 2019 and provided documentation demonstrating compliance with Commission regulations.

9. The Commission received a municipal response from the municipality on December 17, 2019 stating the applicant was in compliance with all local ordinances and bylaws.

10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Provide annual financial contributions in the amount of \$5,000 to the Commission’s Social Equity Training and Technical Assistance Fund.
2	Recruit 60% of individuals from Wareham for its hiring initiatives.
3	Donate 240 hours annually to neighborhood clean-up initiative in Wareham.

**SUITABILITY REVIEW**

11. There were disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions. These disclosures did not raise suitability issues.

12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within six (6) months of receiving the provisional license(s).

14. The applicant’s proposed hours of operation are the following:

Monday – Sunday: 7:00 a.m. – 11:00 p.m.



15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.

16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 60% of minorities, women, veterans, people with disabilities, and LGBTQ.
2	Work with at least 25% of businesses who identify as that is owned or managed by minorities, women, veterans, people with disabilities and LGBTQ.

17. Summary of cultivation plan (if applicable):

The applicant submitted a cultivation plan that demonstrates the ability to comply with the Commission’s regulations.

18. Summary of products to be produced and/or sold (if applicable):

Not applicable

19. Plan for obtaining marijuana or marijuana products (if applicable):

Not applicable

### **RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff; and
4. Provisional licensure is subject to the payment of the appropriate license fee.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



## PLATINUM HYDROLAB, INC.

MCN281510

MPN281540

### **BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Platinum Hydrolab, Inc.  
740 Dutton Street, Lowell, MA 01854

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Cultivation – Tier 1 / Indoor (up to – 5,000 sq. ft.)  
Product Manufacturer

The application was reopened three (3) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Brian Lynch	Owner / Partner
Elizabeth Skinsacos	Owner / Partner

5. List of all required entities and their roles in the Marijuana Establishment:

No other entity appears to have ownership or control over this proposed Marijuana Establishment.

6. Applicant's priority status:

General Applicant



7. The applicant and municipality executed a Host Community Agreement on November 21, 2018.
8. The applicant conducted a community outreach meeting on May 21, 2018 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on November 11, 2019 and January 16, 2020 stating the applicant was in compliance with all local ordinances and bylaws.
10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Conduct quarterly, industry-specific educational seminars for residents of designated Lowell census tracts.
2	Recruit 25% of Massachusetts residents that have past drug convictions for its hiring initiatives.
3	Participate in quarterly community clean-up days in designated Lowell census tracts.

**SUITABILITY REVIEW**

11. There were disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions. These disclosures did not raise suitability issues.
12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within twelve (12) months of receiving the provisional license(s).
14. The applicant’s proposed hours of operation are the following:  
  
Monday – Sunday: 7:00 a.m. – 7:00 p.m.
15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
16. The applicant proposed the following goals for its Diversity Plan:



#	Goal
1	Recruit 60% of minorities, women, veterans, people with disabilities and LGBTQ.
2	Work with at least 25% of businesses who identify as that is owned or managed by minorities, women, veterans, people with disabilities and LGBTQ.

17. Summary of cultivation plan (if applicable):

The applicant submitted a cultivation plan that demonstrates the ability to comply with the Commission’s regulations.

18. Summary of products to be produced and/or sold (if applicable):

#	Product
1	Extracted cannabis and Hash Concentrates
2	Oils
3	Waxes
4	Shatters
5	Butters
6	Live resin
7	Crumbles

19. Plan for obtaining marijuana or marijuana products (if applicable):

Not applicable

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff; and
4. Provisional licensure is subject to the payment of the appropriate license fee.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



## RESINATE, INC.

MCN281259

MPN281753

### **BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Resinate, Inc.  
120 Gilboa Street, Douglas, MA 01516

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Cultivation – Tier 3 / Indoor (10,001 – 20,000 sq. ft.)  
Product Manufacturer

The application was reopened three (3) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Retail	Applicant	Worcester
Retail	Applicant	Northampton
Retail	Applicant	Grafton
MTC	Provisional License	Worcester

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Peter DeCaro	Executive / Officer
James Ross	Board Member
Rocco Falcone	Board Member
Lisa Kirby-Gibbs	Board Member
Diane Frydrych	Close Associates
Jillian Williamson	Close Associates

5. List of all required entities and their roles in the Marijuana Establishment:

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<b>Entity</b>	<b>Role</b>
Springfield Investment Group, LLC	Capital Contributor
Mass Flower Power, LLC	Capital Contributor
Polman Investments, LLC	Entity with Direct or Indirect Authority

6. Applicant’s priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their applications prior to the Commission’s policy clarification on October 10, 2019. Under this policy, the applicant would still be classified as an MTC Priority Applicant for both applications as they are all co-located with an MTC.

- 7. The applicant and municipality executed a Host Community Agreement on April 10, 2018.
- 8. The applicant conducted a community outreach meeting on August 29, 2019 and provided documentation demonstrating compliance with Commission regulations.
- 9. The Commission received a municipal response from the municipality on January 15, 2020 stating the applicant was in compliance with all local ordinances and bylaws.
- 10. The applicant proposed the following goals for its Positive Impact Plan:

<b>#</b>	<b>Goal</b>
1	Volunteer no less than five (5) hours per month to support programs, in support of Jeremiah’s Inn.
2	Host quarterly resume writing and interview skills workshops for residents of Jeremiah’s Inn.
3	Hold quarterly food drives to support Jeremiah’s Inn
4	Meet no less than monthly with the Executive Director of Jeremiah’s Inn to coordinate monthly program directives and needs.

**SUITABILITY REVIEW**

- 11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
- 12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

- 13. The applicant states that it can be operational within ten (10) months of receiving the provisional license(s).



14. The applicant's proposed hours of operation are the following:

Monday – Friday: 6:00 a.m. – 6:00 p.m.  
Saturday – Sunday: 7:00 a.m. – 12:00 p.m.

15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission's regulations.

16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 30% or more of minorities, women, veterans, individuals with disabilities, and individuals of LGBTQ+ for its hiring initiatives.

17. Summary of cultivation plan (if applicable):

The applicant submitted a cultivation plan that demonstrates the ability to comply with the Commission's regulations.

18. Summary of products to be produced and/or sold (if applicable):

#	Product
1	Dissolving tablets and strips
2	Tinctures
3	Nasal / Oral sprays
4	Suppositories
5	Ready-to-use extracted cannabis and hash distillates
6	Oils
7	Waxes
8	Shatters
9	Budders
10	Live resins
11	Saps
12	Taffies
13	Crumbles
14	Moon rocks
15	Creams
16	Salves
17	Lotions
18	Body Butters
19	Topicals
20	Dermal patches



21	Capsules
22	Cooking oils
23	Beverages
24	Sauces
25	Dips
26	Baked goods
27	Confections
28	Chocolates (dulcey, white chocolate, dark chocolate and peanut butter)
29	Candies (passionfruit, strawberry, pineapple calamansi, raspberry and banana mango fruit chews)
30	Gums
31	Sugars
32	Salts
33	Syrups
34	Butters
35	Mints (spearmint green tea, lemon echinacea, yuzu turmeric and cinnamon apple)
36	Teas

19. Plan for obtaining marijuana or marijuana products (if applicable):

Not applicable.

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff;
4. Provisional licensure is subject to the payment of the appropriate license fee;
5. Prior to final licensure, the applicant shall submit to Commission staff, upon inspection, an updated timeline as to when its MTC license will become operational; and
6. Prior to final licensure, the applicant shall submit to Commission staff, upon inspection, an updated product list which describes its products as to types, forms, shapes, flavors, and colors and specifically includes, but is not limited to, baked goods.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



**RESINATE, INC.**  
MRN281249

**BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Resinate, Inc.  
1191 Millbury Street, Worcester, MA 01607

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Retail

The application was reopened three (3) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation – Tier 3 / Indoor (10,001 – 20,000 sq. ft.)	Applicant	Douglas
Product Manufacturer	Applicant	Douglas
Retail	Applicant	Northampton
Retail	Applicant	Grafton
MTC	Provisional License	Worcester

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Peter DeCaro	Executive / Officer
James Ross	Board Member
Rocco Falcone	Board Member
Lisa Kirby-Gibbs	Board Member
Diane Frydrych	Close Associates
Jillian Williamson	Close Associates

5. List of all required entities and their roles in the Marijuana Establishment:

Provisional License Executive Summary 1



<b>Entity</b>	<b>Role</b>
Springfield Investment Group, LLC	Capital Contributor
Mass Flower Power, LLC	Capital Contributor
Polman Investments, LLC	Entity with Direct or Indirect Authority

6. Applicant’s priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their application prior to the Commission’s policy clarification on October 10, 2019. Under this policy, the applicant would still be classified as an MTC Priority Applicant for its application as it will be co-located with an MTC.

- 7. The applicant and municipality executed a Host Community Agreement on August 13, 2018.
- 8. The applicant conducted a community outreach meeting on August 28, 2019 and provided documentation demonstrating compliance with Commission regulations.
- 9. The Commission received a municipal response from the municipality on January 16, 2020 stating the applicant was in compliance with all local ordinances and bylaws.
- 10. The applicant proposed the following goals for its Positive Impact Plan:

<b>#</b>	<b>Goal</b>
1	Volunteer no less than five (5) hours per month to support programs, in support of Jeremiah’s Inn.
2	Host quarterly resume writing and interview skills workshops for residents of Jeremiah’s Inn.
3	Hold quarterly food drives to support Jeremiah’s Inn
4	Meet no less than monthly with the Executive Director of Jeremiah’s Inn to coordinate monthly program directives and needs.

**SUITABILITY REVIEW**

- 11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
- 12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

- 13. The applicant states that it can be operational within ten (10) months of receiving the provisional license(s).



14. The applicant’s proposed hours of operation are the following:

Monday – Sunday: 8:00 a.m. – 11:00 p.m.

15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.

16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 30% or more of minorities, women, veterans, individuals with disabilities, and individuals of LGBTQ+ for its hiring initiatives.

17. Summary of cultivation plan (if applicable):

Not applicable.

18. Summary of products to be produced and/or sold (if applicable):

Not applicable.

19. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant plans to obtain marijuana from its affiliated licenses. If the need arises, the applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff; and
4. Provisional licensure is subject to the payment of the appropriate license fee.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



**RESINATE, INC.**  
MRN282398

**BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Resinate, Inc.  
110 Pleasant Street, Northampton, MA 01060

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Retail

The application was reopened three (3) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

Type	Status	Location
Cultivation – Tier 3 / Indoor (10,001 – 20,000 sq. ft.)	Applicant	Douglas
Product Manufacturer	Applicant	Douglas
Retail	Applicant	Worcester
Retail	Applicant	Grafton
MTC	Provisional License	Worcester

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Peter DeCaro	Executive / Officer
James Ross	Board Member
Rocco Falcone	Board Member
Lisa Kirby-Gibbs	Board Member
Diane Frydrych	Close Associates

5. List of all required entities and their roles in the Marijuana Establishment:

Entity	Role
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Springfield Investment Group, LLC	Capital Contributor
Mass Flower Power, LLC	Capital Contributor
Polman Investments, LLC	Entity with Direct or Indirect Authority

6. Applicant’s priority status:

The applicant received, and was reviewed as, an MTC Priority Applicant as they submitted their application prior to the Commission’s policy clarification on October 10, 2019. Under this policy, the applicant would now be considered a general applicant.

- 7. The applicant and municipality executed a Host Community Agreement on July 12, 2019.
- 8. The applicant conducted a community outreach meeting on May 23, 2019 and provided documentation demonstrating compliance with Commission regulations.
- 9. The Commission received a municipal response from the municipality on December 12, 2019 stating the applicant was in compliance with all local ordinances and bylaws.
- 10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Volunteer no less than five (5) hours per month to support programs, in support of Jeremiah’s Inn.
2	Host quarterly resume writing and interview skills workshops for residents of Jeremiah’s Inn.
3	Hold quarterly food drives to support Jeremiah’s Inn
4	Meet no less than monthly with the Executive Director of Jeremiah’s Inn to coordinate monthly program directives and needs.

**SUITABILITY REVIEW**

- 11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
- 12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

- 13. The applicant states that it can be operational within ten (10) months of receiving the provisional license(s).
- 14. The applicant’s proposed hours of operation are the following:



Monday – Sunday: 8:00 a.m. – 11:00 p.m.

15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 30% or more of minorities, women, veterans, individuals with disabilities, and individuals of LGBTQ+ for its hiring initiatives.

17. Summary of cultivation plan (if applicable):

Not applicable

18. Summary of products to be produced and/or sold (if applicable):

Not applicable

19. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant plans to obtain marijuana from its affiliated licenses. If the need arises, the applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

## **RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff;
4. Provisional licensure is subject to the payment of the appropriate license fee; and
5. Prior to final licensure, the applicant shall, upon inspection, provide to Commission staff an updated timeline as to when its MTC license will become operational.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



**RIVERRUN GARDENS, LLC**  
MBN281332

**BACKGROUND & APPLICATION OF INTENT REVIEW**

1. Name and address of the proposed Marijuana Establishment:

Riverrun Gardens, LLC  
5 Perkins Way, Unit 8, Newburyport, MA 01950

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Microbusiness (Cultivation only)

The application was reopened four (4) times for additional information.

3. The applicant is a licensee or applicant for other Marijuana Establishment and/or Medical Marijuana Treatment Center license(s):

The applicant is not an applicant or licensee for any other license type.

4. List of all required individuals and their business roles in the Marijuana Establishment:

Individual	Role
Edward X. DeSousa	Owner
Edward M. DeSousa	Owner
Stephen DeSousa	Close Associate

5. List of all required entities and their roles in the Marijuana Establishment:

No other entity appears to have ownership or control over this proposed Marijuana Establishment.

6. Applicant's priority status:

Expedited Applicant (License Type: Microbusiness)

7. The applicant and municipality executed a Host Community Agreement on May 2, 2019.



8. The applicant conducted a community outreach meeting on April 3, 2019 and provided documentation demonstrating compliance with Commission regulations.
9. The Commission received a municipal response from the municipality on January 2, 2020 stating the applicant was in compliance with all local ordinances and bylaws.
10. The applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	Donate \$5,000 annually to Cannabis Community Care and Research

**SUITABILITY REVIEW**

11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS REVIEW**

13. The applicant states that it can be operational within seven (7) months of receiving the provisional license(s).
14. The applicant’s proposed hours of operation are the following:  
  
Monday – Friday: 9:00 a.m. – 5:00 p.m.
15. The applicant submitted all applicable and required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Recruit 5% of women, 15% of veterans, and 5% of LGBTQ for its hiring initiatives.

17. Summary of cultivation plan (if applicable):  
  
The applicant submitted a cultivation plan that demonstrates the ability to comply with the Commission’s regulations.
18. Summary of products to be produced and/or sold (if applicable):



Not applicable

19. Plan for obtaining marijuana or marijuana products (if applicable):

Not applicable

**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations;
2. Final license is subject to inspection to ascertain compliance with applicable state laws and local codes, ordinances, and bylaws;
3. The applicant shall cooperate with and provide information to Commission staff; and
4. Provisional licensure is subject to the payment of the appropriate license fee.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



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## Investigation Status Memorandum

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**To:** Shawn Collins, Executive Director  
**Cc:** Kyle Potvin, Director of Licensing  
Paul Payer, Enforcement Counsel  
Eduardo Guardiola, Investigator  
Armond Enos, Investigator  
**From:** Yaw Gyebi, Jr., Chief of Investigations and Enforcement  
**Date:** January 24, 2020 (revised February 5, 2020)  
**Subject:** Acreage Ownership and Control Investigation

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### 1. Summary

The Botanist has submitted applications for licensure as a Marijuana Retailer in Worcester, MA (MRN282160) and a Marijuana Retailer in Shrewsbury, MA (MRN282186). The Botanist, Inc. (“Botanist” or the “Applicant”) is wholly owned by its parent company, Acreage Holdings, Inc (“Acreage”). Acreage wholly owns several management companies that provide key services to marijuana applicants and licensees, including High Street Capital Partners, LLC (“HSCP”) and MA RMD SVCS, LLC (“MA RMD SVCS”) (collectively referred to under its parent corporation, “Acreage”). HSCP is a party to certain contractual arrangements with Patient Centric of Martha’s Vineyard, Ltd. (“PCMV”). Likewise, MA RMD SVCS is a party to certain contractual arrangements with Health Circle, Inc. (“Health Circle”). The applications for the Botanist fully disclose Acreage Holding’s ownership interest in the Botanist. The applications for the Botanist also disclose the existence of contractual agreements between Acreage’s management companies and the affiliates, but do not represent those contractual relationships as a controlling relationship requiring disclosure pursuant to 935 CMR 500.101(1)(a).

Acreage and the Botanist have fully complied with the Commission Enforcement staff’s investigation into the nature of its contractual arrangements with the affiliates, including requests for document production, interviews and clarification of the legal effect of contractual provisions. This memorandum provides an overview of the Commission Enforcement staff’s investigation into those contractual arrangements relative to a recommendation on provisional licensure of the Botanist’s retail applications subject to reasonable license conditions ensuring



the reformation of certain contractual provisions<sup>1</sup> prior to final licensure of the Botanist, or any affiliates, and consistent with the Botanist's request for consideration of its application.<sup>2</sup>

## **2. Investigation Background**

### **a. Application and License Status**

In addition to the Botanist's two Marijuana Retailer applications (MRN282160 and MRN282186), the Botanist currently operates one medical marijuana treatment center license in Worcester (RMD No. 905) and holds two provisional medical marijuana treatment center licenses for dispensaries in Shrewsbury (RMD No. 1225) and Leominster (RMD No. 1145). The Botanist's parent company, Acreage, is a party to contractual arrangements with PCMV and Health Circle.<sup>3</sup>

PCMV is currently provisionally licensed for one medical marijuana treatment center (RMD No. 1165). On November 1, 2019, PCMV applied for provisional licensure as a Marijuana Retailer (MRN282947), Marijuana Cultivator (MCN282347) and Marijuana Product Manufacturer (MPN281747) at its West Tisbury location. The applications were reviewed on November 4, 2019 and are currently deemed incomplete. On November 22, 2019, PCMV applied for provisional licensure as a Marijuana Retailer (MRN283110) at its Framingham location.

Health Circle is currently provisionally licensed as a Medical Marijuana Treatment Center, Marijuana Retailer (MRN281426), Product Manufacturer (MP281533), and Cultivator (MCN281787) at its Rockland location. The Commission placed certain licensing conditions on Health Circle's provisional licenses on April 25, 2019, as discussed in further detail below. Additionally, on May 8, 2019, Health Circle applied for a retail license (MRN282585) at its Marshfield location and is in the siting profile stage of its medical marijuana treatment center application for a Marshfield dispensary location. The application was reviewed on June 6, 2019 and is currently deemed incomplete.

Acreage and PCMV are parties to a management services agreement providing for payment of 1.5% of PCMV's revenue plus \$10,000 per month and twenty-five percent of

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<sup>1</sup> The contractual provisions subject to expected reformation are identified in documentation submitted to the Commission in response to specific inquiries about the legal effect of existing contractual provisions. Supra, note 17 (Tab 15, Updated response regarding PCMV agreements, (dated January 17, 2020) and Tab 16, Updated response regarding Health Circle agreements, (dated January 17, 2020)).

<sup>2</sup> An inquiry notice issued to the Botanist prompted the Applicant to specify a requested course of action on its application after Commission staff provides notice of findings relating to investigative documentation obtained through the Inquiry Notice. On January 23, 2020, Botanist requested consideration of its application, as submitted, with the understanding that any outstanding questions related to Acreage's ownership and control interests will be resolved prior to final licensure. Supra, note 19 (Tab 18, Response to Commission notice of findings, (dated January 23, 2020)).

<sup>3</sup> Acreage was previously a party to a master services agreement with Mass Medi-Spa. Mass Medi-Spa holds a provisional medical marijuana treatment center license for operations in Norwell, MA. On September 24, 2019, Mass Medi-Spa terminated its master services agreement and related contractual arrangements with Acreage.



PCMV's quarterly earnings before interest, taxes, depreciation and amortization (EBITDA).<sup>4</sup> Acreage and PCMV are also parties to a loan agreement providing for a \$550,000 bridge loan and \$4,000,000 revolving-credit loan subject to a fifteen percent (15%) interest rate over a ten (10) year term.<sup>5</sup>

Acreage and Health Circle are parties to a management services agreement providing for payment of \$1,825 per pound of marijuana sold at Health Circle's facilities.<sup>6</sup> Acreage and Health Circle are also parties to a loan agreement providing for a \$8,000,000 line of credit subject to a fifteen percent (15%) interest rate over a fifteen (15) year term.<sup>7</sup>

The Botanist made a disclosure on its application identifying the name, address and location of marijuana establishment applicants with contractual arrangements for "consulting services and capital funds."<sup>8</sup> The disclosure states that Acreage "does not own or have direct or indirect control over the operations of these businesses nor any equity interests." The disclosure further states that "[t]he licensed entities may dismiss Acreage's services at any time." As of the date of this memorandum, and discussed further below, the Botanist has confirmed that it does not intend to make any change to the disclosures listed on the application.

#### **b. Timeline of Investigation Activity**

The Commission, through its Enforcement Staff, has initiated an investigation into the contractual arrangements between Acreage and PCMV and Health Circle, respectively.

On April 25, 2019, the Commission issued provisional licenses to Health Circle for retail, product manufacturing and cultivation, as described above. The provisional licenses each contained licensing conditions contemplating the necessity, prior to final licensure, of ascertaining whether certain contractual agreements between Health Circle and Acreage constituted a controlling relationship.<sup>9</sup> As of the date of this memorandum, Health Circle has not submitted requested documentation or a memorandum of position beyond their cooperation in submitting joint responses to investigative inquiries directed to Acreage.

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<sup>4</sup> Tab 01, Master Services Agreement between High Street Capital Partners, LLC and Patient Centric of Martha's Vineyard, Article 3.1, (dated November 30, 2018).

<sup>5</sup> Tab 02, Loan Agreement between High Street Capital Partners, LLC and Patient Centric of Martha's Vineyard, Articles 2.1, 2.2, and 2.5, (dated November 30, 2018).

<sup>6</sup> Tab 03, Management and Consulting Services Agreement between MA RMD SVCS, LLC and Health Circle, Inc., Article 2.1 and Exhibit A, (dated October 31, 2017).

<sup>7</sup> Tab 04, Revolving Line of Credit Agreement between MA RMD SVCS, LLC and Health Circle, Inc., Articles 1, 4, and 5, (dated October 31, 2017).

<sup>8</sup> Tab 05, Individual Interest Documentation, Application Disclosure, (dated February 11, 2019).

<sup>9</sup> Tab 06, Health Circle Provisional License Executive Summary (Condition no. 5 stating "In order to ascertain further control over the Marijuana Establishment, and prior to the issuance of a final license, the licensee shall furnish to the Commission the following documentation: a. Contractual and management agreements between Health Circle, Inc. and MA RMD SVCS, LLC; b. Contractual and management agreements between MA RMD SVCS, LLC and Acreage Holdings that, implicitly or explicitly, involves or applies to Health Circle, Inc.; c. A memorandum of position describing the relationship amongst Health Circle, Inc., MA RMD SVCS, LLC, and Acreage Holdings.").



On July 11, 2019, the Commission sent an Inquiry Notice to Acreage in connection with an investigation into their contractual arrangement with Health Circle, PCMV, and Mass Medi-Spa, Inc.<sup>10</sup> The Inquiry Notice clarified a prior request submitted on May 15, 2019.

The Inquiry Notice requested a series of documents and identified the effect that review of the documentation may have on the Applicant's pending application. In relevant part, the Inquiry Notice stated as follows:

*“If the Commission finds, based on the information received and information available to the Commission, that any individual or entity is in a position to control the decision-making of a Marijuana Establishment and not previously disclosed on the application, you will be notified of this finding and the available options to remedy the discrepancy. These options will include the following:*

- 1. If the application is pending and in a complete status, you may request that the application be reopened for the applicant to supplement the information. If this occurs, the application will be deemed incomplete, will be re-reviewed, and will need to be deemed complete once again. This process will restart the 90-day timeframe for the Commission to make a decision;*
- 2. If the application is pending and in a complete status, you may request that the Commission consider your application as currently submitted. If it is found that an individual or entity fails to comply with the ownership or control limits under M.G.L. c. 94G, §16 and 935 CMR 500.050, the Commission may deny the application for licensure; or*
- 3. If licensed previously by the Commission, the Commission reserves the right to institute an investigation and take any and all actions available to it under law and regulations.”*

On July 26, 2019, Acreage, through counsel, submitted a response to the Commission's inquiry notice. Acreage's response included management services agreements, intellectual property assignment agreements, loan and financial lending documents, real estate documents and host community agreement records.<sup>11</sup>

On September 20, 2019, representatives from Acreage and their counsel attended an investigative conference during which Commission Enforcement staff inquired about the origin and nature of contractual arrangements between Acreage and its affiliates.

On September 24, 2019, South Shore Bio Pharma, a wholly-owned subsidiary of Acreage, terminated its Master Services Agreement with Mass Medi-Spa.<sup>12</sup>

On September 24, 2019, Kevin Murphy, Acreage CEO and Botanist President, executed an affidavit attesting to Acreage and the Botanist's commitment to “continue to conduct their

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<sup>10</sup> Tab 07, Commission Inquiry Notice to Acreage, (dated July 11, 2019).

<sup>11</sup> Tab 08, Acreage's supplemental response to Commission inquiry pertaining to ownership/control interests, (dated July 26, 2019) (Acreage's full production of documents as indexed in their response are available upon request to Chief of Investigations and Enforcement).

<sup>12</sup> Tab 09, Mutual Termination of Master Services Agreement, (dated September 24, 2019).



business in full compliance with the Control Limitations, as they have and may be further amended from time-to-time.”<sup>13</sup>

On November 1, 2019, the Commission amended its regulations, including additional language clarifying the definition of direct or indirect control. The revisions included a clarified definition of “Persons or Entities Having Direct Control.”<sup>14</sup>

After adoption of the November regulations, Commission Enforcement staff and counsel for Acreage discussed the construction of certain “cross-default” provisions in Acreage’s contractual arrangement with affiliates providing that a default under the management agreement would constitute a default under the loan.

On January 3 and January 8, 2020, Commission Enforcement staff issued a Request for Responses to formally clarify outstanding questions regarding the construction of contractual arrangements with respect to PCMV and Health Circle, respectively.<sup>15</sup>

On January 10 and January 16, 2020, the Applicant submitted joint responses to the Request for Responses on behalf of PCMV and Health Circle, respectively.<sup>16</sup>

On January 17, 2020, the Applicant submitted an updated joint response on behalf of PCMV and Health Circle, respectively.<sup>17</sup>

On January 20, 2020, Commission Enforcement staff notified the Applicant that review of the submitted documentation and request for responses had been completed.<sup>18</sup> Commission Enforcement staff notified the Applicant of the following findings relative to control:

“Commission staff has determined that the information and responses provided by the Company may result in a finding that the agreements, **as those agreements are currently constituted and in effect**, establish that the Company is in a position to control the decision-making of Patient Centric of Martha’s Vineyard, Ltd. and/or Health Circle, Inc.” (emphasis in original).

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<sup>13</sup> Tab 10, Sworn Affidavit of Kevin Murphy, dated September 24, 2019).

<sup>14</sup> See 935 CMR 500.002 (“Persons or Entities Having Direct Control means any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria: (a) An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment; (b) A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events; (c) A Close Associate; (d) A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to: 1. to make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments; 2. to appoint more than 50% of the directors; 3. to appoint or remove Corporate-level officers or their equivalent; 4. to make major marketing, production, and financial decisions; 5. to execute significant or exclusive contracts; or 6. to earn 10% or more of the profits or collect more than 10% of the dividends.”).

<sup>15</sup> Tab 11, Request for Responses from Acreage regarding PCMV agreements, (dated January 3, 2020), and Tab 12, Request for Responses from Acreage regarding Health Circle agreements, (dated January 8, 2020).

<sup>16</sup> Tab 13, Response regarding PCMV agreements, (dated January 10, 2020); and Tab 14, Response regarding Health Circle, (dated January 16, 2020).

<sup>17</sup> Tab 15, Updated response regarding PCMV agreements, (dated January 17, 2020); and Tab 16, Updated response regarding Health Circle agreements, (dated January 17, 2020).

<sup>18</sup> Tab 17, Commission notice of findings to Botanist, (dated January 20, 2020).



Consistent with the Inquiry Notice dated July 11, 2019, Commission Enforcement staff requested that the Botanist specify a requested course of action regarding its application. Specifically, the notice prompted the Botanist to specify whether they wish to reopen the application to make any changes, or, request the Commission to consider the application as submitted.

On January 23, 2020, the Applicant replied that it requested that its applications for provisional licensure be considered by the Commission as submitted, but “with the understanding that any outstanding questions related to Acreage’s ownership and control interests will be resolved prior to final licensure.”<sup>19</sup> The Applicant’s response further emphasized its intent to reform any aspects of contractual agreements deemed to constitute controlling interests and an acknowledgement that, until such time, “all Agreements between Acreage, Acreage’s Subsidiaries, and Health Circle or PCMV are inoperable, aside from money already loaned pursuant to Loan Agreements.”

### **3. Investigation Findings**

Acreage’s agreements with both PCMV and Health Circle each contain provisions suggesting that termination or default of the master services agreement (under which the affiliate pays Acreage a percentage of sales in exchange for consulting services) would result in termination or default of the loan or capital agreement.<sup>20</sup> Such “cross-default” provisions raise the concern that the provision of capital in the form of a loan is contingent upon, and in consideration of, the financial remuneration secured under the management services agreement (in addition to the interest rate and terms of the loan agreement). In its January 17, 2020 amended response, Acreage represented that it had agreed with PCMV and Health Circle to strike these cross-default provisions.<sup>21</sup>

In addition to establishing the independence of capital agreements from remuneration under the management services agreement, Acreage expressed an intent to reform several provisions that may be construed to establish a controlling relationship with PCMV. These provisions are identified in Acreage’s revised responses dated January 17, 2020, and include but are not limited to:

1. Exclusivity of Consulting Services. PCMV may not enter into or remain bound by any management, employment or consulting agreement with any Person giving such Person the right to exercise authority, or directly or indirectly pay or accrue to any Person any sum or property for fees for management or similar services rendered in connection with the operation of a Permitted Business, except as provided in the Master Services Agreement.<sup>22</sup>
2. Approval of Operating Budget. PCMV must provide an annual operating budget to Acreage in a form and manner satisfactory to Acreage and subject to Acreage’s approval which “shall not be unreasonably withheld.”<sup>23</sup>
3. Required Consent for Changes or Acquisition of Equity Interests. PCMV must obtain the prior written consent of Acreage prior to changing its name, registered office,

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<sup>19</sup> Tab 18, Response to Commission notice of findings, (dated January 23, 2020).

<sup>20</sup> Tab 11, Question 7; and Tab 12, Questions 2 and 3.

<sup>21</sup> Tab 15, Response 7 (discussing agreement to reform loan agreement provisions); Tab 16, Responses 2 and 3.

<sup>22</sup> Tab 15, Response 1.a; see also Tab 02, PCMV Loan Agreement, Article 6.5.

<sup>23</sup> Tab 15, Response 1.g; see also Tab 02, PCMV Loan Agreement, Article 5.1.6.



chief executive office or principal place of business, or fiscal year, appointing any new member to PCMV's board of directors, hiring any new employees or increasing the compensation of employees or board members other than reflected in current operating budget, changing the management firms engaged by PCMV, acquiring any equity interest in any person, or making any capital expenditures other than those referred to in its current operating budget.<sup>24</sup>

4. Appointment or removal of directors. PCMV must obtain the prior written consent of Acreage prior to appointing any new member to its board of directors.<sup>25</sup>
5. Change in Control. PCMV would be in default of its loan agreement if undergoing a change of control.<sup>26</sup>

#### **4. Licensing Recommendation**

Acreage and the Botanist have fully complied with the Commission Enforcement staff's investigation into the nature of its contractual arrangements with the affiliates. Commission Enforcement staff determined that the agreements, as currently written, contain provisions that the Commission may reasonably find to constitute control. In particular, the agreements, as originally drafted, contemplate binding the affiliate to revenue-sharing provisions in the parties' management service agreements as a condition of maintaining capital-loan financing. Commission Enforcement staff acknowledge that Acreage and the affiliates have mutually expressed agreement to reform provisions that constitute control prior to the Botanist obtaining a final license. Accordingly, the investigation remains open pending the resolution of the contractual arrangements or a finding that they do not constitute control; however, Enforcement staff recommend that the Executive Director find that the current status of the investigation does not preclude the Commission from considering the Botanist's pending applications for provisional licensure subject to reasonable licensing conditions that the Commission may deem appropriate.

Licensure of the two applications would not offend statutory cap. Even if the Commission construed the remaining provisions of the contractual agreements as establishing a controlling relationship between the Applicant's parent company and Health Circle and/or PCMV, only one license would have been issued to the licensee's parent company as of the date of this recommendation.

As of the date of this recommendation, the contractual arrangements between the Applicant's parent company and the affiliates contain provisions that the Commission may deem to be controlling interests. However, these are inoperable agreements and Acreage has committed to construction of terms and an intention to reform provisions consistent with non-controlling interests. Accordingly, the Commission may consider reasonable licensing conditions to ensure disclosure of information that may be relevant to control, including but not limited to amended or reformed contractual arrangements.

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<sup>24</sup> Tab 15, Response 1.h; see also Tab 02, PCMV Loan Agreement, Article 6.15.

<sup>25</sup> Tab 15, Response 4; see also Tab 02, PCMV Loan Agreement, Article 6,15(d).

<sup>26</sup> Tab 15, Response 8.c; see also Tab 02, PCMV Loan Agreement, Article 7.



## **5. Conclusion**

Acreage has provided all requested and required documentation in connection with the investigation. Acreage has further demonstrated willingness to reform any contractual provisions that may constitute control over an affiliate.

The Chief of Investigations and Enforcement has determined continued investigation is necessary to ensure resolution of any remaining control issues prior to final licensure of the Botanist or Acreage's affiliates. The Director of Licensing has reviewed the investigative material in consultation with Enforcement Counsel and does not find any grounds warranting staff recommendation to deny licensure at the time of this memorandum. Notwithstanding the foregoing, the Chief of Investigations and Enforcement recommends to the Executive Director and the Commission to consider reasonable licensing conditions necessary to ensure that Acreage reforms any agreements or provisions thereof that may constitute control over an affiliate in violation of the Commission's control limitations.



## **MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into this 30th day of November, 2018 (the “Effective Date”) by and between High Street Capital Partners, LLC (“HSCP”), with its principal offices at c/o Acreage Holdings, 366 Madison Avenue, New York, New York 10017, and Patient Centric of Martha’s Vineyard, Ltd., a Massachusetts corporation (“PCMV”), with its principal offices at 90 Dr. Fisher Rs., West Tisbury, Massachusetts 02575.

WHEREAS, PCMV is engaged in the business of supporting the cultivation and sale of medical marijuana in the State of Massachusetts under a Massachusetts state license (the “Business”); and

WHEREAS, HSCP’s personnel have certain expertise and resources that are required for the efficient operation of PCMV’s Business; and

WHEREAS, PCMV and HSCP determined it is to their mutual benefit for PCMV to contract with HSCP to assist PCMV in the management and operation of the Business and for HSCP to perform the services as set forth in Article 1 below (the “Services”); and

WHEREAS, PCMV believes the Services are unique and integral to its operations and will enable PCMV to operate the Business in the most cost-effective manner.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE 1 Scope of Services**

1.1 PCMV hereby retains HSCP as an independent contractor to provide to PCMV the following services (collectively, the “Services”):

(a) General management services, including (i) the services of executive, operating, legal and financial officers, human resources and other personnel; (ii) advice concerning the preparation of budgets, forecasts, capital expenditures, financing, and long range strategic planning; and (iii) such other general management services as may from time to time be reasonably requested by PCMV. In connection with the foregoing, as part of the 2019 budget, HSCP will approve an employment agreement for Geoff Rose as CEO of PCMV, which employment agreement will contain such terms and conditions as are acceptable to HSCP and PCMV, and which will include, without limitation, a provision providing for a \$1,000,000 three year retention bonus;

(b) General administrative and technical services, advice and direction, including (i) accounting, including cost accounting, inventory control, tax compliance, reporting systems services and back-office financial support; (ii) legal, trademark and patent advice; (iii) market servicing, product pricing and cost controls and evaluations; (iv) preparation of advertising and publicity literature and other materials; (v) providing training and supervising sales representatives and support staff and providing guidelines and policies for sales representatives

and other direction, as may be necessary, for promoting sales; (vi) purchasing services; (vii) import-export advice; (viii) preparation of reporting forms; and (ix) such other general administrative and technical services as may from time to time be reasonably requested by PCMV; and

(c) General responsibility for industry-specific services concerning the cultivation, manufacturing, retaining and marketing functions of the Business.

The Services shall not be broadened, changed or modified without the written consent of both HSCP and PCMV. All services provided by HSCP to PCMV shall be governed by this Agreement.

1.2 HSCP shall use commercially reasonable efforts to perform the Services in a manner (a) consistent with generally accepted industry standards and in accordance with the terms of this Agreement and (b) in accordance with all applicable laws, regulations, and codes.

1.3 If any license, approval or permit shall be required for the proper and lawful performance of the Services, HSCP, at HSCP's expense, shall duly and timely procure and thereafter maintain such license. HSCP, at HSCP's expense, shall at all times comply in all material respects with the terms and conditions of each such license. PCMV shall be responsible for obtaining, at PCMV's expense, any and all licenses, approvals and permits required for the operation of the Business.

1.4 The relationship of HSCP to PCMV shall at all times be that of an independent contractor. Nothing in this Agreement shall be construed to create any partnership, association, joint venture or employment between the parties. HSCP shall retain an adequate staff of duly qualified, competent and experienced personnel to render the Services required hereunder. Except for any independent contractors of HSCP who are providing Services pursuant to subcontracting arrangements permitted under this Agreement, or employees of any subsidiary or Affiliate of HSCP who are providing Services, all of the personnel performing any Services will be employees of HSCP, on the payroll of HSCP and be covered by the employee benefit plans, programs and policies of HSCP or an Affiliate of HSCP, as applicable. PCMV shall have the right, on written notice to HSCP, to cause HSCP to remove from performing the Services any person determined by PCMV, in PCMV's reasonable discretion, to be unqualified or unfit to perform the Services. For purposes of this Agreement, "Affiliate" means any corporation, partnership, limited liability company, joint venture, trust, department or agency, or individual controlled by, under common control with, or which controls, directly or indirectly, HSCP.

1.5 HSCP may render services similar to the Services to other persons, firms, or corporations during the Term (as such term is defined in Section 5.1 hereof) of this Agreement, provided that such services do not relate to matters that may be confidential or directly competitive or adverse to PCMV. In a case where HSCP is considering a proposal to render services to a third party that may have interest that are directly competitive or adverse to PCMV, HSCP shall seek and obtain the written consent of PCMV prior to accepting said retention. PCMV at all times hereunder may not unreasonably withhold its consent.

**ARTICLE 2**  
**PCMV Responsibilities**

PCMV shall use commercially reasonable efforts to do or provide the following in a timely manner so as not to delay the Services:

2.1 Designate in writing a person to act as PCMV's representative with respect to the Services to be rendered under this Agreement. Such person shall have the authority to transmit instructions, receive information, interpret and define PCMV's policies and decisions with respect to HSCP's delivery of the Services required. Until notified to the contrary, PCMV hereby designates Geoffry Rose as its representative;

2.2 Provide reasonable assistance to HSCP in obtaining all available information pertinent to the Services and as otherwise reasonably requested by HSCP in the performance of the Services;

2.3 Arrange for access and to make all provisions for HSCP to enter upon public and private property as required for HSCP to perform the Services under this Agreement;

2.4 Give prompt written notice to HSCP whenever PCMV observes or otherwise becomes aware of any breach of this Agreement, or any action or omission which would be reasonably likely to lead to a breach of this Agreement; and

2.5 Provide HSCP with all resources for ensuring compliance with PCMV's licensure, and accreditation standards. PCMV will bear all expenses related to such licensing, certification and accreditation of the Business, including without limitation any grow facility maintained by PCMV in connection with the Business.

**ARTICLE 3**  
**Compensation and Terms of Payment**

3.1 PCMV shall pay to HSCP as compensation for the Services a monthly management fee equal to the sum of (i) one and one half percent (1.5%) of PCMV revenue plus (ii) ten thousand dollars (\$10,000) (together with item (i), the "Monthly Management Fee"). The Monthly Management Fee is due and payable on the first day of each month. In addition to the Monthly Management Fee, PCMV shall pay to HSCP as compensation for the Services twenty-five percent (25%) of PCMV's quarterly EBITDA, as measured by an outside audit firm as selected by HSCP in HSCP's sole discretion (the "EBITDA Management Fee", and together with the Monthly Management Fee, the "Total Management Fee"). "EBITDA" means PCMV's GAAP earnings before interest, taxes, depreciation and amortization, and is meant to include recurring components of net earnings and exclude one-time and/or non-recurring components of net earnings, as determined in good faith by Purchaser. The EBITDA Management Fee is due and payable on the first day of the second month following the end of the calendar quarter under review. To the extent that PCMV is unable to pay either the Monthly Management Fee or the EBITDA Management Fee when due, such outstanding balances will be treated as an advance of an RC Loan (as defined in the Loan Agreement) made pursuant to that certain Loan Agreement (the "Loan Agreement"), dated as of November 30, 2018, between PCMV, as borrower and HSCP, as lender and shall be

added as part of the principal debt under the Note (as defined in the Loan Agreement) relating to the RC Loans.

3.2 Any out of pocket expenses incurred by HSCP in connection with the performance by HSCP of the Services shall be reimbursed by PCMV at cost.

3.3 The parties shall review the Total Management Fee at least once every three (3) years during the Term of this Agreement to ensure that the rate of compensation is consistent with the fair market value for the Services. In the event the rate of compensation is determined to be inconsistent with the fair market value, the parties agree to negotiate in good faith to amend the rate of compensation in a manner which is consistent with fair market value for the Services.

#### **ARTICLE 4 Confidentiality**

4.1 For purposes of this Agreement “Confidential Information” shall mean all confidential and/or proprietary information and materials regarding the business affairs of a party to this Agreement, including, but not limited to, all technical data, trade secrets, know-how, marketing plans, products, business strategies, financial statements, and any other information that a party identifies to the other party in writing as being confidential or proprietary.

4.2 Both parties agree to (a) maintain all Confidential Information that it receives in safekeeping and in confidence; (b) not disclose such Confidential Information to any third parties; (c) treat all Confidential Information with the same degree of care with which it treats and protects its own confidential information that it does not wish to disclose to third parties and, in any event, with all reasonable care; and (d) limit access to the Confidential Information to only those directors, officers, employees, other personnel, advisors and representatives who have a need to know such information in order to help the party carry out its duties and obligations under this Agreement.

4.3 Confidential Information does not include information that: (a) was already known to the receiving party at the time of disclosure as evidenced by written records; (b) is currently in the public domain by public use, publication or general knowledge; (c) after disclosure hereunder becomes general knowledge through no fault of the receiving party; (d) is lawfully received by the receiving party from a third party having a right of disclosure; (e) is independently developed by the receiving party without use of Confidential Information as evidenced by written records; and/or (f) is required to be disclosed pursuant to law or judicial or governmental subpoena or order.

#### **ARTICLE 5 Termination**

5.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect for an initial term of fifteen (15) years (the “Term”), and shall automatically renew for successive five (5) year terms, subject to earlier termination as follows:

- (a) By the mutual written consent of the parties;

(b) A material breach of this Agreement by a party, which breach cannot be cured, or remains uncured for thirty (30) days after written notice of the breach is provided to the breaching party; or

(c) In accordance with and pursuant to the provisions of Section 5.2.

5.2 Either party may terminate this Agreement for cause upon written notice to the other party in the event that such other party shall:

(a) File, or have filed against it (which filing is not dismissed within 90 days), a petition to declare it insolvent or bankrupt, or make an assignment of substantially all of its assets for the benefit of its creditors;

(b) Be dissolved or liquidated; or

(c) Suffer or permit the appointment of a receiver for its business or assets.

5.3 Upon termination of this Agreement, and with respect to payment obligations arising specifically under this Agreement, PCMV will pay HSCP on a pro-rated basis for all Services actually performed up to the effective date of such termination.

5.4 Unless the parties agree to terms of an ongoing license, upon termination of this Agreement, the parties shall promptly return, delete or destroy (at each party's discretion) all copies of Confidential Information belonging to the other party disclosed or provided under this Agreement.

## **ARTICLE 6 Force Majeure**

HSCP, including HSCP's subcontractors, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in either its sovereign or contractual capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of such party

## **ARTICLE 7 Indemnity**

Neither party shall be liable to the other party or to third parties for the acts or omissions of the other party. Each party shall indemnify, assume the defense of, and hold harmless the other party and its directors, officers, employees, and agents from every claim, loss, damage, injury, expense (including attorney's fees), judgment, and liability of every kind, nature, and description arising in whole or in part from the indemnifying party's negligent, fraudulent, or illegal act or omission of the party requesting indemnification.

**ARTICLE 8**  
**Responsibility**

8.1 Notwithstanding anything contained in this Agreement and to the fullest extent permitted by law, it is agreed that neither party shall be liable to the other in any event for any special or punitive damages and no party shall be entitled to recover from another party any special or punitive damages in connection with this Agreement or the provision of the Services hereunder.

8.2 HSCP's liabilities, obligations and responsibilities are exclusively those expressly set forth in this Agreement, and no other liabilities, obligations and responsibilities are either expressed or implied.

**ARTICLE 9**  
**Insurance**

During any time periods that PCMV continues to operate its business, HSCP and PCMV shall each use commercially reasonable efforts to obtain, and maintain at their sole expense, such insurance coverages in such amounts as are customary for similarly situated businesses in connection with the operation of the Business and the performance of Services under this Agreement. Any insurance policy obtained pursuant to this Article 9 shall name the other party as an additional insured.

**ARTICLE 10**  
**Miscellaneous**

10.1 Notices. Any notices required or provided under this Agreement shall be in writing and sent via electronic mail, certified U.S. mail, courier or facsimile, to a party at the address provided in the opening paragraph of this Agreement or such other address as is designated by a party in writing to the other parties, and shall be deemed to have been given five (5) calendar days from the date of postmark if sent via certified U.S. mail, or on the date of delivery if sent via email, courier or facsimile.

10.2 Assignment; Binding Effect. Neither party may assign this Agreement, or any part hereof, without the prior written consent of the other party; provided, however that this Agreement may be assigned to any entity that either controls or is under common control with, or buys substantially all of the assets of a party, without obtaining the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10.3 Severability. If any provision of this Agreement or the application thereof to any person or entity or circumstance shall, to any extent, be held illegal, invalid and/or unenforceable by a court of competent jurisdiction, then (a) the remainder of this Agreement or the application of such provision to persons or entities or circumstances other than those as to which it is illegal, invalid and/or unenforceable, as the case may be, shall not be affected, (b) each provision of this Agreement shall be legal, valid and enforceable to the extent permitted by law, and (c) the offending provision or application thereof shall be modified or stricken solely to the extent necessary to make it legal, valid and/or enforceable. The illegality, invalidity and/or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the legality,

validity and/or enforceability thereof in any other jurisdiction that is not affected by the court's declaration.

10.4 Governing Law. This Agreement and the performance of all obligations hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its conflict of laws principles.

10.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein and supersedes any oral or written understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified or amended except in writing signed by the parties hereto.

10.6 Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT.

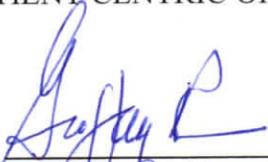
10.7 Headings. All headings are for reference purposes only and shall not be considered in the construing of this Agreement.

10.8 Counterparts. This Agreement may be executed in any number of counterparts (whether facsimile, pdf or other electronic transmission, or original), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

[Remainder of page intentionally left blank; Signature page follows]

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

PATIENT CENTRIC OF MARTHA'S VINEYARD, LTD.

By:   
Name: \_\_\_\_\_  
Title: *Geoffrey Rose*  
*CEO*

HIGH STREET CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
Name:  
Title:

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

PATIENT CENTRIC OF MARTHA'S VINEYARD, LTD.

By: \_\_\_\_\_  
Name:  
Title:

HIGH STREET CAPITAL PARTNERS, LLC

By:  \_\_\_\_\_  
Name: Kevin Murphy  
Title: CEO

**LOAN AGREEMENT**

This LOAN AGREEMENT, dated as of November 30, 2018 (as amended, restated, modified and/or supplemented, from time to time, this “**Agreement**”), is made by and between HIGH STREET CAPITAL PARTNERS, LLC, a Delaware limited liability company or its designee (“**Lender**”) and PATIENT CENTRIC OF MARTHA’S VINEYARD, LTD., a Massachusetts corporation (“**Borrower**”). Certain capitalized terms used in this Agreement are defined in Article 1.

**Background of Agreement**

WHEREAS, the Borrower seeks secured financing (the “**Credit Facility**”) (i) to complete the build-out of its operations in the Commonwealth of Massachusetts and (ii) for the other purposes set forth in Section 2.6 herein.

WHEREAS, the Borrower hereby requests that the Lender make the Credit Facility available to it for the purposes and uses permitted hereunder.

WHEREAS, the Lender is prepared to make the Credit Facility available to the Borrower upon and subject to the terms and conditions hereof.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**ARTICLE 1**

**DEFINITIONS**

1.1 **Defined Terms.**

As used in this Agreement, the following terms shall have the meanings specified in this Section 1.1 unless the context otherwise requires.

**Affiliate:** with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, (i) Controls or is Controlled by or is under common Control with the Person specified or (ii) beneficially owns, is owned by or is under common ownership with respect to Capital Stock of such Person having 50% or more of the combined voting power of the then outstanding securities or other ownership interests of such Person ordinarily (and apart from rights accruing under special circumstances) having the right to vote in the election of directors or other governing body of such Person.

**Agreement:** the meaning specified in the introductory paragraph hereof.

**Available RC Commitment:** the meaning specified in Section 2.2.2.

**Borrower:** the meaning specified in the introductory paragraph hereof.

**Bridge Loan:** the meaning specified in Section 2.1.1.

**Bridge Maturity Date:** shall mean November 9, 2018, as such date may be extended by mutual agreement of the Lender and the Borrower.

**Business Day:** any day other than a Saturday, Sunday or day which shall be in the Commonwealth of Massachusetts a legal holiday or day on which banking institutions are required or authorized to close.

**Capital Lease:** a lease with respect to which the lessee is required to recognize the acquisition of an asset and/or the incurrence of a liability in accordance with GAAP.

**Capital Lease Obligation:** with respect to any Capital Lease, the amount of the obligation of the lessee thereunder which would in accordance with GAAP appear on a balance sheet of such lessee in respect of such Capital Lease; provided however, that any lease that is accounted for by any Person as an operating lease as of the Closing Date and any similar lease entered into after the Closing Date by any Person shall be accounted for as an operating lease.

**Capital Stock:** any class of preferred, common or other capital stock, share capital or similar equity interest of a Person, including any partnership interest in any partnership or limited partnership and any membership interest in any limited liability company.

**CERCLA:** the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, and all rules and regulations promulgated in connection therewith.

**Change of Control:** shall mean (a) the occurrence of any event (whether in one or more transactions) which results in a transfer of control of Borrower to a Person who is not an original owner as of the Closing Date or (b) any merger or consolidation of the Borrower into another entity (and where control of the merged or consolidated entity is in someone who is not an original owner as of the Closing Date) or sale of all or substantially all of the property or assets of Borrower. For purposes of this definition, "control" of Borrower shall mean the power, direct or indirect (x) to vote 50% or more of the Equity Interests having ordinary voting power for the election of directors (or the individuals performing similar functions) of Borrower or (y) to direct or cause the direction of the management and policies of Borrower by contract or otherwise.

**Closing Date:** shall mean the date on which the Lender shall have notified the Borrower that all of the conditions set forth in Section 3.1 shall have been satisfied or waived by the Lender; provided, however, that if the Closing Date does not occur on or before November 9, 2018 or such later date as Borrower and Lender shall mutually agree upon, then the Lender shall have no obligation to close hereunder or to make the RC Commitment.

**Code:** the Internal Revenue Code of 1986, as amended, or its predecessor or successor, as applicable, and any Treasury regulations, revenue rulings or technical information releases issued thereunder.

**Collateral:** all property of any sort in which the Borrower has granted, or purported to grant, a Lien pursuant to any of the Loan Documents.

**Completion Date:** June 1, 2019.

**Completion of the Improvements:** completion of the construction of the Project substantially in accordance with the Plans and Specifications, all Legal Requirements and this Agreement, subject only to Punch List Items which Borrower is obligated to complete within thirty (30) days, which, in each case, shall be evidenced to the satisfaction of Lender; together with the delivery to Lender of a permanent or temporary certificate of occupancy (if subject to any conditions, such conditions being acceptable to Lender) for the Project and evidence that all other Governmental Approvals have been issued and all other Legal Requirements have been satisfied so as to allow the use and occupancy of the Project.

**Control:** the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

**Conversion:** the meaning specified in Section 2.8.1.

**Conversion Date:** the meaning specified in Section 2.8.1.

**Credit Facility:** the meaning specified in the Background Section.

**Debtor Relief Laws:** the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

**Default:** any condition or event which, with notice or lapse of time or both, would become an Event of Default.

**Default Rate:** the meaning specified in Section 2.5.2.

**Environmental Laws:** any national, state or local law or regulation (including CERCLA, OSHA and RCRA) enacted in connection with or relating to the protection or regulation of the environment, including those laws, statutes, and regulations regulating the disposal, removal, production, storing, refining, handling, transferring, processing, or transporting of Hazardous Substances, and any regulations issued or promulgated in connection with such statutes by any Governmental Authority and any orders, decrees or judgments issued by any court of competent jurisdiction in connection with any of the foregoing.

**Event of Default:** the meaning specified in Section 7.1.

**GAAP:** generally accepted accounting principles in the United States consistently applied, as in effect from time to time.

**Governmental Approvals:** shall mean all approvals, consents, waivers, orders, acknowledgments, authorizations, permits and licenses required under applicable Legal Requirements to be obtained from any Governmental Authority for the Project and/or the use, occupancy and operation following completion of construction, as the context requires, including,

without limitation, all land use, building, subdivision, condominium, zoning and similar ordinances and regulations promulgated by any Governmental Authority.

**Governmental Authority:** the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

**Hazardous Substances:** any and all chemicals, pollutants, contaminants, toxic or hazardous wastes or any other substances that the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is restricted, prohibited or penalized by any Environmental Law (including petroleum products, asbestos, urea formaldehyde foam insulation, lead based paint and polychlorinated biphenyls and substances defined as Hazardous Substances under CERCLA).

**In-Kind Payment:** the meaning specified in Section 2.8.2.

**Indebtedness:** means all the following:

- (a) all indebtedness for borrowed money;
- (b) all obligations evidenced by notes, bonds, debentures or other similar instruments;
- (c) all obligations under a guaranty or other instrument pursuant to which the Borrower may have any liability with respect to any Indebtedness and all obligations under any swap or hedging agreements; and
- (d) all Capital Lease Obligations.

**Indemnitee:** the meaning specified in Section 8.9.2.

**Intellectual Property:** the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including (a) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office (collectively, “**Copyrights**”), (b) inventions, formulae, discoveries and ideas (whether patentable or unpatentable and whether or not reduced to practice), and all patents, patent rights, applications for patents (including divisions, continuations, continuations-in-part and renewal applications), and any renewals, extensions or reissues thereof, in the United States, any other country or any political subdivision thereof (“**Patents**”), (c) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all

applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto (“**Trademarks**”), (d) domain names, (e) all trade secrets arising under the laws of the United States, any other country or any political subdivision thereof (“**Trade Secrets**”), (f) all rights to obtain any reissues, renewals or extensions of the foregoing, (g) all software (as defined in the Uniform Commercial Code but in any event, shall include, but not be limited to, any computer program or supporting information provided in connection with the transaction relating to the program) (“**Software**”), (h) all licenses for any of the foregoing, and (i) all causes of action for infringement of the foregoing.

**Interest Payment Date:** means (i) the 1<sup>st</sup> day of each March, June, September and December, and (ii) the RC Maturity Date.

**Investment:** as applied to any Person (the “investor”) but without duplication: (a) any direct or indirect purchase or other acquisition by such investor of stock or other securities of any other Person, (b) any Guaranty by such investor of obligations of any other Person, (c) any direct or indirect loan, advance or capital contribution by such investor to any other Person, including all Indebtedness and accounts receivable owing to such investor from such other Person which are not current assets or did not arise from sales to such other Person in the ordinary course of business and (d) any Swap Agreement entered into by such Person.

**Law:** all common law and all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or Governmental Authorities and all orders and decrees of all courts and arbitrators.

**Leased Property:** that certain real property and all currently existing and future improvements situate thereon leased by Borrower and located at 90 Dr. Fisher Road, West Tisbury, Massachusetts.

**Legal Requirements:** all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting Borrower or the Leased Property or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including, without limitation, the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Borrower, at any time in force affecting Borrower or the Leased Property or any part thereof, including, without limitation, any which may (i) require repairs, modifications or alterations in or to the Leased Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

**Lien:** with respect to any asset, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

**Loan Documents:** this Agreement, the Notes, the Security Agreement, the Master Services Agreement and any and all agreements and instruments executed by the Borrower

pursuant to this Agreement, as the same may be amended, modified or supplemented from time to time.

**Loans:** the amounts loaned to the Borrower pursuant to this Agreement. Loans may be Bridge Loan or RC Loans.

**Master Services Agreement:** the meaning specified in Section 3.1.4.

**Management Fees:** the management fees paid by the Borrower to the Lender pursuant to the Master Services Agreement in accordance with the terms thereof.

**Material Adverse Change:** any material adverse change in the business, assets, financial condition, prospects or results of operations of the Borrower, provided, however that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Change: (a) any adverse change, event, development, or effect (whether short-term or long-term) arising from or relating to (1) general business or economic conditions, including such conditions related to the business of the Borrower, except if any such change, event, development or effect has a disproportionate effect on Borrower, (2) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S., or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S., (3) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (4) changes in U.S. generally accepted accounting principles, (5) changes in laws, rules, regulations, orders, or other binding directives issued by any Governmental Authority, or (6) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby, (b) any failure to meet a forecast (whether internal or published) of revenue, earnings, cash flow, or other data for any period or any change in such a forecast, (c) any existing event, occurrence, or circumstance with respect to which the Lender has knowledge as of the date hereof, and (d) any adverse change in or effect on the business of the Borrower that is cured by the Borrower before the Closing Date.

**Notes:** the promissory notes delivered by the Borrower to the Lender (including any successors or assigns thereof) relating to the Bridge Loan and the RC Loans (including any amendments, modifications or supplements which may from time to time, be created in respect of such notes), and any replacement promissory notes issued in lieu of the foregoing.

**Obligations:** any and all indebtedness, obligations and liabilities of any type or nature, direct or indirect, absolute or contingent, due or not due, liquidated or unliquidated, arising by operation of law or otherwise, now existing or hereafter arising or created of the Borrower to the Lender, related to the Loans or represented by or incurred pursuant or relating to the Loan Documents. Without limiting the generality of the foregoing, the term “Obligations” shall include:

- (a) principal of, and interest on the Loans and the Notes;
- (b) any and all other fees, indemnities, costs, obligations and liabilities of the Borrower from time to time under or in connection with the Loan Documents; and

(c) all amounts (including post-petition interest) in respect of the foregoing that would be payable but for the fact that the obligations to pay such amounts are unenforceable or not allowable due to the existence of a proceeding under any Debtor Relief Law involving Borrower.

**OFAC:** the U.S. Department of Treasury's Office of Foreign Asset Control.

**Organizational Documents:** The Borrower's Articles of Organization and bylaws and any amendments thereto.

**OSHA:** the Occupational Safety and Health Act, 28 U.S.C. 651 et seq.

**Permitted Businesses:** the businesses conducted by Borrower as of the Closing Date.

**Person:** any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

**Plans and Specifications:** those certain plans and specifications for the Project prepared by Crawford Design, dated July 17, 2018 and delivered to Lender prior to the date hereof.

**Project:** the improvements located at the Leased Property to be developed in accordance with the Plans and Specifications and all Legal Requirements.

**Project Budget:** the budget attached hereto as **Schedule 1** and made a part hereof, which reflects the total cost of completing the Project in accordance with the Plans and Specifications and all Legal Requirements.

**Pubco:** has the meaning specified in Section 2.8.2.

**Punch List Items:** collectively, minor or insubstantial details of construction, decoration, mechanical adjustment or installation, which do not hinder or impede the use, operation, or maintenance of the Project for its intended use or the ability to obtain a permanent certificate of occupancy with respect thereto.

**RC Commitment:** \$4,000,000, as the same may be reduced or increased pursuant to the terms of this Agreement.

**RC Loans:** has the meaning specified in Section 2.2.1.

**RC Maturity Date:** the fifth anniversary of the Closing Date, or such earlier date as the RC Commitment is terminated hereunder.

**Related Parties:** with respect to any Person, such Person's Affiliates and the partners, directors, officers and employees, of such Person and of such Person's Affiliates.

**Retainage:** for each construction contract and subcontract, the greater of (a) ten percent (10%) of all costs funded to the contractor or subcontractor under the contract or subcontract, and (b) the actual retainage required under such contract or subcontract.

**RTO Transaction:** has the meaning specified in Section 2.8.2.

**Secured Obligations:** the Obligations arising from the RC Loans.

**Securities Act:** the Securities Act of 1933, as amended.

**Security Agreement:** the meaning specified in Section 3.1.3.

**Secured Party:** the Lender, the Indemnitees and all other Persons referred to in any Loan Documents as a beneficiary of the security interest granted therein and all other holders of Secured Obligations.

**Solvent:** a condition of a Person on a particular date, whereby on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

**Work:** shall mean the construction of the Project substantially in accordance with the Plans and Specifications, all Legal Requirements and this Agreement.

## ARTICLE 2

### THE LOANS

#### 2.1 **Bridge Loan.**

2.1.1 ***Bridge Loan.*** The Lender has made a bridge loan to the Borrower pursuant to the terms of that certain promissory note (the "**Bridge Note**") made by the Borrower and delivered to the Lender on October 6, 2018 (the "**Bridge Loan**") in the principal amount of \$550,000.

2.1.2 ***Repayment of Bridge Loan.*** Subject to Sections 2.3, 2.8 and 7.2, the Borrower will repay the principal amount of the Bridge Loan on the Bridge Maturity Date, together with accrued interest thereon; provided, however, that if the Closing Date occurs prior to the Bridge Maturity Date, the amount of the Bridge Loan shall be deemed to be part of the initial advance under the RC Commitment, and shall be part of the RC Loans.

2.1.3 **Voluntary Prepayments.** The Borrower may at any time and from time to time prepay the Bridge Loan in whole or in part, without any prepayment penalty, on any Business Day, together with accrued interest thereon through such date; provided that the Borrower has given the Lender at least one (1) Business Day irrevocable prior written notice of such prepayment.

## 2.2 **Revolving Credit Loans.**

2.2.1 **Commitment to Make Loans.** Subject to and upon the terms and conditions set forth in this Agreement, and subject to the Closing Date occurring prior to the date thereunder set forth in the definition of Closing Date herein, (i) the Lender shall make advances of RC Loans to the Borrower until the date which is thirty (30) days prior to the RC Maturity Date in an aggregate principal amount outstanding at any one time not to exceed the RC Commitment, and (ii) the Borrower may borrow under this Section 2.2, repay or prepay such advances, and reborrow under this Section 2.2. The amounts loaned to the Borrower pursuant to the revolving credit facility described in this Section 2.2 are referred herein as the “**RC Loans.**”

2.2.2 **Available RC Commitment.** “**Available RC Commitment**” shall mean an amount equal to \$4,000,000 less the aggregate principal amount of any outstanding Loans.

2.2.3 **Repayment on RC Maturity Date.** Subject to Sections 2.8 and 7.2, the Borrower will repay the principal amount of the RC Loans on the RC Maturity Date, together with accrued interest thereon.

2.2.4 **Voluntary Prepayments.** The Borrower may at any time and from time to time, without any prepayment penalty, prepay the RC Loans in whole or in part on any Business Day, together with accrued interest thereon through such date; provided that (a) the Borrower has given the Lender at least one (1) Business Day irrevocable prior written notice of such prepayment, and (b) each partial prepayment will be in a principal amount of at least \$100,000.

2.3 **Borrowing Notice.** To effect a borrowing of an RC Loan, the Borrower shall give the Lender four (4) Business Days prior written notice (a “**Borrowing Notice**”) specifying the amount of such intended borrowing, together with any and all documentation required by Section 3.2 herein, including a Borrower’s Requisition, if required thereby.

2.3.1 Subject to the terms and conditions of this Agreement, the first advance of an RC Loan under this Section 2.3 shall consist of the following: (a) Lender shall make an advance to the Borrower in the amount set forth in the applicable Borrowing Notice and (b) the principal amount of the Bridge Loan shall become an RC Loan made by Lender under this Agreement, and the Available RC Commitment shall be regarded as having been utilized in the amount of such principal amount.

Notwithstanding the foregoing, the Lender may (but is not obligated to) act upon telephone notice by Borrower whether or not written notice is received; provided nothing in this sentence shall relieve the Borrower from providing written notice as provided by this Section.

The Lender shall not be obligated to comply with a Borrowing Notice if there shall then exist an Event of Default or a Default, regardless of whether the Lender has determined to exercise its remedies arising upon the occurrence of such Event of Default or Default.

2.4 **Notes.** The aggregate principal amount of the Bridge Loan is evidenced by the Bridge Note. The aggregate principal amount of the RC Loan shall be evidenced by a promissory note issued by the Borrower to the Lender in the form attached to this Agreement as Exhibit B. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of any Note, and in the case of any such loss, theft, destruction or mutilation, upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note.

## 2.5 **Interest.**

2.5.1 **Rates.** The Loans shall bear interest from the Closing Date until paid in full at a rate equal to fifteen percent (15%) and shall be paid-in-kind (“**PIK Interest**”) (by adding such PIK Interest to the principal amount of the outstanding Loans on each Interest Payment Date); provided, however, Borrower may elect, on at least three (3) days prior written notice to the Lender, to pay all interest due on any applicable Interest Payment Date, in cash. Lender may determine in its sole discretion to record such PIK Interest as an increase in principal in the schedule annexed to its Note or may request that such PIK Interest be evidenced by one or more additional Notes issued on the applicable Interest Payment Date in the principal amount of such PIK Interest; provided, however, that the failure to request or obtain a promissory note to evidence the amount of such outstanding PIK Interest shall not impair in any manner the enforceability of the Obligations of Borrower with respect to the payment thereof or the accrual of interest with respect thereto.

2.5.2 **Default Rate.** Anything in this Agreement to the contrary notwithstanding, after the occurrence of an Event of Default (whether or not the Lender has accelerated payment of the Note), the unpaid principal of the Loans shall, upon written notice from the Lender (which notice may be retroactive to the Event of Default), bear interest at the rate otherwise then in effect plus three percent (3.0%) per annum (the “**Default Rate**”).

2.6 **Use of Proceeds.** The proceeds of the Loans shall be used by the Borrower (a) to complete the construction of the Project, and (b) for the general working capital needs of the Borrower’s business.

2.7 **Manner of Making Payments.** All payments shall be made by the Borrower to the Lender, in Dollars in immediately available funds, without counterclaim or setoff and free and clear of, and without any deduction or withholding for, any taxes or other payments.

## 2.8 **Note Conversion; RTO.**

2.8.1 **Note Conversion.** On any date after completion of the RTO Transaction but prior to the tenth (10<sup>th</sup>) anniversary of the date of this Agreement (the “**Conversion Date**”), the Notes (and the indebtedness owed thereunder and all other Obligations of the Borrower) then outstanding shall be, at Lender’s sole option, converted into a 100% equity interest in Borrower in accordance with the following provisions. On the Conversion Date, Lender or its designee shall, at its sole option, acquire in a tax-free reorganization or similar tax-free transaction that is tax-free for Lender, Borrower and the shareholders of Borrower, all of the equity interests held by the pre-Conversion shareholders of Borrower (the “**Conversion**”). Notwithstanding the foregoing, Lender and Borrower agree that if any statute, regulation or other applicable law prohibits the

implementation of any of the above terms of the Conversion or otherwise imposes requirements which would materially impair (a) the implementation of the terms of the Conversion as contemplated above or (b) the benefits intended to be granted thereunder, Lender and Borrower shall negotiate in good faith to modify the terms of the Conversion so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

2.8.2 **RTO.** In connection with the Conversion, Lender agrees to take such action as is necessary such that Pubco shall issue to the pre-Conversion shareholders of Borrower 40,000 subordinate voting shares (determined by 1,000,000 divided by \$25.00 per share) or, if requested by Pubco to maintain foreign private issuer status, proportionate voting shares in Pubco (the “**In-Kind Payment**”). The In-Kind Payment will be conditioned on Borrower’s pre-Conversion shareholders’ execution of such subscription or other stock agreements as Pubco shall reasonably request, which agreements will contain such terms and provisions as are customary for an issuance of this type and which are required by Pubco in its reasonable opinion. For purposes of this Agreement, “**RTO Transaction**” shall mean Lender’s pending listing on the Canadian stock exchange through a multi-step reorganization/reverse takeover transaction or otherwise, the end result of which is that equity holders of Lender shall have exchanged all of such equity in Lender for shares of stock of a public company on the Canadian stock exchange (“**Pubco**”).

Notwithstanding any provision of this Agreement to the contrary, the terms of this Section 2.8 shall survive the satisfaction by the Borrower of its Obligations and shall remain in effect for a period of ten (10) years from the date hereof.

### ARTICLE 3

#### CONDITIONS TO FUNDINGS

3.1 **Conditions to Closing Date.** The Lender shall not be required to undertake the RC Commitment until the following conditions are satisfied or waived in writing:

3.1.1 ***Execution of this Agreement.*** The Borrower and the Lender shall each have duly executed and delivered this Agreement.

3.1.2 ***Note.*** The Borrower shall have delivered to the Lender a duly executed Note evidencing the RC Loans in the form of Exhibit B attached hereto.

3.1.3 ***Security Agreement.*** The Borrower shall have executed and delivered to the Lender a Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the “**Security Agreement**”) in the form of Exhibit C attached hereto.

3.1.4 ***Master Services Agreement.*** The Borrower shall have executed and delivered to the Lender the Master Services Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the “**Master Services Agreement**”) in the form of Exhibit A attached hereto.

3.1.5 ***Reserved.***

3.1.6 **Payment of Fees and Costs.** The Borrower shall have paid all fees, costs, expenses and other amounts incurred by Borrower in connection with the negotiation, preparation, execution and delivery of this Agreement and the other documents contemplated herein. and the Borrower shall have paid the fees and expenses of counsel for the Lender in connection with the negotiation, preparation, execution, and delivery of this Agreement and the other documents contemplated herein provided that such expenses of counsel for the Lender for which the Borrower is responsible under this Section 3.1.6 shall not exceed \$25,000.00. Payment of such legal fees and expenses shall be paid directly by Lender to such counsel and the amount set forth above shall be treated as part of the principal debt under the Note.

3.1.7 **Financial Statements; Budget.** The Lender shall have received an unaudited balance sheet, statement of income and changes in retained earnings and statement of cash flows of the Borrower for the fiscal year ended December 31, 2017, for the fiscal quarter ended March 31, 2018 and for the fiscal quarter ended June 30, 2018.

3.1.8 **Corporate Proceedings.** All corporate and other legal proceedings and all instruments and documents in connection with the transactions contemplated by this Agreement and other Loan Documents (including certified Organizational Documents, resolutions and incumbency certificates) shall be reasonably satisfactory in form and substance to the Lender and its counsel, and the Lender and its counsel shall have received all information and copies of all documents and records of all corporate and other legal proceedings which the Lender or its counsel has requested, such documents where appropriate to be certified by proper corporate, governmental or other authorities, and in form and substance satisfactory to the Lender.

3.1.9 **Consents and Approvals.** All corporate, governmental and judicial consents, approvals and waivers and other third party consents, approvals and waivers required to be obtained by the Lender or the Borrower in connection with the entry into, or performance of, this Agreement and the other Loan Documents, shall have been obtained and, if applicable, become final and nonappealable, and shall remain in full force and effect, without the imposition of any conditions that are not acceptable to the Lender.

3.1.10 **Material Adverse Change; Compliance with Law.**

(a) No Material Adverse Change shall have occurred since June 30, 2018.

(b) No event shall have occurred or be threatened and no facts or circumstances shall exist, including any action, suit, investigation, litigation or proceeding pending or threatened in a court or before any arbitrator or governmental instrumentality, that could reasonably be expected to result in a Material Adverse Change.

3.1.11 **Officer's Compliance Certificate.** There shall have been delivered to Lender a compliance certificate, dated as of the Closing Date, certified by the Chief Executive Officer or Chief Financial Officer of the Borrower (or any person who has substantially similar duties), certifying as to the truth of the representations and warranties contained in this Agreement and other Loan Documents and the absence of any Default and Event of Default as of such date.

3.1.12 **Good Standing.** The Lender shall have received (a) good standing certificates of a recent date for the Borrower, evidencing its good standing under the laws of the state of its incorporation and (b) good standing certificates of a recent date for the Borrower, evidencing its good standing under the laws of the states in which it is required to qualify to do business.

3.1.13 **Lien Searches.** The Lender shall have received Uniform Commercial Code, tax and judgment lien searches of a recent date, in such offices as are acceptable to the Administrative Agent, together with United States Patent and Trademark Office and United States Copyright Office searches of a recent date, in each case, with respect to the Borrower, showing no Liens.

3.1.14 **Opinion.** The Borrower shall have delivered to the Lender a legal opinion from its counsel as to such matters as the Lender shall reasonably request.

3.1.15 **Collateral Access Agreements.** Lender shall, at its option, have received collateral access agreements from each of the landlords of property leased by Borrower at which any of the Borrower's equipment or personal property is located and executed copies of the leases for such property.

3.2 **Conditions Precedent to the initial RC Loan and all RC Loans.** No RC Loan shall be required to be made unless on the date of each RC Loan:

3.2.1 **No Default.** There shall not exist a Default or Event of Default.

3.2.2 **Borrowing Notice.** The Lender shall have timely received a Borrowing Notice pursuant to Section 2.3.

3.2.3 **Representations and Warranties.** Each of the representations and warranties of the Borrower shall be true and correct in all respects (or in all material respects if any such representation or warranty is not by its terms already qualified as to materiality) as of the date of each such Loan (both immediately prior to and after giving effect to such Loan) as if made on and as of such date.

3.2.4 **Request by Lender.** Lender shall have received any other documents or certifications reasonably requested by Lender.

3.2.5 **Method of Certifying Certain Conditions.** The request for, and acceptance of, each Loan by the Borrower shall be deemed a representation and warranty by the Borrower that the conditions specified in Sections 3.2.1 through 3.2.3 have been satisfied.

3.2.6 **Reserved.**

3.2.7 **Reserved.**

3.2.8 **Compliance with Zoning Law.** Lender shall have received evidence reasonably satisfactory to Lender that the Project complies with all relevant zoning laws, rules, orders and regulations.

3.2.9 **Environmental.** Lender shall have received any existing environmental report for the Leased Property in Borrower's possession, and approved any environmental conditions stated therein.

3.2.10 **Insurance.** Lender shall have received evidence, in form and substance satisfactory to Lender, that Borrower's property is insured as required by the terms of this Agreement, and that Lender has been named as additional insured and lender's loss payee, as its interests may appear, as applicable.

3.2.11 **Major Trade Contracts.** Lender shall have received and approved the architect's agreement, the general contractor's agreement and all material subcontracts necessary for the completion of the construction of the Project (collectively, the "**Major Trade Contracts**").

3.2.12 **Construction Draw Requests.** With respect to each RC Loan that is used for the payment of costs relating to the Work, Lender shall have received from Borrower a draw request (substantially in the form attached hereto as **Schedule 2**) ("**Borrower's Requisition**") not less than five (5) Business Days prior to the date upon which a disbursement of such RC Loan is requested. Each Borrower's Requisition shall be accompanied by: (i) a Borrower's Requisition Spreadsheet in the form set forth in **Schedule 3**; (ii) with respect to hard costs, a completed Application and Certificate for Payment (AIA Document G702) attached hereto as **Schedule 4** that is executed by borrower's contractor; (iii) such other information and documents as may be reasonably requested or required by Lender with respect to the hard costs covered by such draw request including partial or final lien waivers; and (iv) invoices, statements or such other information and documentation as Lender shall reasonably request or require with respect to any soft costs covered by such draw request.

3.2.13 **Construction Materials and Fixtures.** With respect RC Loans that are used to purchase materials and fixtures in connection with the development of the Project, Borrower shall ensure that all such materials and fixtures shall have been purchased so that their absolute ownership shall have vested in Borrower immediately upon delivery to the Leased Property and Borrower shall have produced and furnished, if required by Lender, the contracts, bills of sale or other agreements under which title to such materials and fixtures is claimed.

3.2.14 **Retainage.** With respect to each RC Loan that is used for the payment of costs relating to the Work, each line item of costs identified on the Project Budget shall be subject to the applicable Retainage; provided that the applicable retainage that Borrower shall hold back from contractors pursuant to the terms of executed construction contracts shall be counted toward the Retainage hereunder. The Retainage shall be advanced on a contract by contract basis after final completion of all construction work provided for under such trade contract, subject to approval thereof by Lender and receipt by Lender of final lien waiver(s) for said contract.

3.2.15 **Defective Work.** No RC Loan nor any portion thereof shall be made with respect to defective work or to any contractor that has performed work that is defective and that has not been cured, but Lender may disburse all or part of any RC Loan before the sum shall become due if Lender believes it advisable to do so, and all such RC Loans or parts thereof shall be deemed to have been made pursuant to this Agreement.

3.2.16 **Title Continuation Report.** Lender may condition any Borrower request for an RC Loan for payment of the Work upon the receipt of a title continuation report dated effective as of the date of such request that shows no liens or encumbrances other than Permitted Encumbrances.

3.2.17 **Balanced Project Budget.** Until Borrower achieves Completion of the Improvements, each Borrower request for an RC Loan (whether such RC Loan is intended for the payment of the Work or otherwise) shall include an updated budget for the Work and a certificate executed by an officer of the Borrower certifying that the remaining Available RC Commitment is sufficient to achieve Completion of the Improvements, and Borrower shall deliver reasonable evidence in support of such certificate.

3.2.18 **Progress Inspection.** At Lender's discretion, Lender may condition any RC Loan for payment of the Work upon Lender's inspection of the Project to confirm the status of completion.

## ARTICLE 4

### REPRESENTATIONS AND WARRANTIES

In order to induce the Lender to enter into this Agreement and to make the Loans contemplated by this Agreement, the Borrower hereby represents and warrants to the Lender that the statements contained in this Article 4 are correct and complete as of the date of this Agreement, and will be correct and complete as of the Closing Date, except as set forth in the disclosure schedule delivered by the Borrower to the Lender on the date hereof (the "Disclosure Schedule"):

4.1 **Status.** The Borrower is a duly organized and validly existing corporation in good standing under the laws of the Commonwealth of Massachusetts. The Borrower has the power and authority to own its property and assets and to transact the business in which it is engaged.

4.2 **Ownership.** The Borrower does not own any equity interest in any Person. The entire authorized capital stock of the Borrower consists of 250,000 shares of Common Stock, no par value, of which 1000 shares are issued and outstanding.

4.3 **Power and Authority; Enforceability.** The Borrower has the power to execute, deliver and carry out the terms and provisions of the Loan Documents, and the Borrower has taken all necessary action (including any consent of stockholders required by Law or by its Organizational Documents) to authorize the execution, delivery and performance of the Loan Documents. The Loan Documents constitute the authorized, valid and legally binding obligations of Borrower, enforceable against it in accordance with their respective terms, except as such enforceability may be limited by applicable Debtor Relief Laws and by general principles of equity.

4.4 **No Violation of Agreements; Absence of Conflicts.** The execution and delivery of the Loan Documents, the consummation of the transactions contemplated by the Loan Documents and compliance with the terms and provisions of the Loan Documents, in each case, by the Borrower, will not:

(a) require any material consent or approval, governmental or otherwise, not already obtained, excluding filings required in connection with perfection of security interests and consents or approvals which may be required in connection with the exercise of remedies,

(b) cause the Borrower to violate in any material respect any Law or judgment respecting the Borrower,

(c) conflict with, result in a breach of, or constitute a default under, the Organizational Documents of the Borrower,

(d) conflict with, result in a breach of, or constitute a default under any indenture, agreement, license or other instrument to which Borrower is a party or by which any of them or their respective properties may be bound, or

(e) result in, or require the creation or imposition of, any Lien upon or with respect to any property now owned or hereafter acquired by the Borrower except pursuant to the Loan Documents.

4.5 **Recording, Enforceability and Consent.** Assuming the due recording of the UCC- 1 financing statements delivered in connection herewith, no consent, approval or authorization of any Person not previously obtained, or recording, filing, registration, notice or other similar action with or to any Person, is required in order to insure the legality, validity, binding effect or enforceability of any of the Loan Documents as against the Borrower. Except as set forth on Section 4.5 of the Disclosure Schedule, no consent, approval or authorization of any Person that has not been obtained is required for the continued conduct by Borrower of its businesses as presently conducted or as presently proposed to be conducted where the failure to do so could reasonably be expected to result in a Material Adverse Change.

4.6 **Lines of Business.** The Borrower is engaged only in Permitted Businesses.

4.7 **Security Interest in Collateral.** The Borrower has delivered, or caused to be delivered, to the Lender all UCC-1 financing statements in recordable form that may be necessary to perfect the security interests granted pursuant to the Loan Documents to the extent that such security interests may be perfected by filing a UCC-1 financing statement. The Borrower has delivered, or caused to be delivered, to the Lender all instruments, documents, certificates and investment property necessary to perfect the security interests granted pursuant to the Loan Documents, to the extent such security interests may be perfected by delivery. Upon the filing of such UCC-1 financing statements in the offices specified thereon, no further action, including any filing or recording of any document or the obtaining of any consent, is necessary in order to establish, perfect and maintain the Lender's first priority security interests in the personal property (including fixtures and Intellectual Property) and equity of the Borrower purported to be created by the Security Agreement which may be perfected by such filing, except for the periodic filing of continuation statements with respect to such UCC-1 financing statements any additional filings required by Sections 9-507 and 9-508 of the Uniform Commercial Code (provided that the Borrower covenants and agrees to provide notice of the need to make any such additional filing prior to any circumstances exist that will require such additional filing).

4.8 **Litigation; Compliance with Laws; Sanctions.**

(a) There are no claims, investigations, actions, suits, protests, reconsiderations or proceedings (collectively, “litigation”) pending, or to the knowledge of Borrower, threatened, against or affecting Borrower before any court or Governmental Authority or arbitral tribunal which (i) could reasonably be expected to result in a Material Adverse Change or (ii) allege, by or on behalf of the Borrower, the invalidity of or dispute any terms of the Loan Documents and, to the knowledge of the Borrower, there is no basis for any of the foregoing.

(b) Except as set forth in Section 4.8(b) of the Disclosure Schedule. Borrower is in compliance with all applicable Laws where the failure to be so could reasonably be expected to result in a Material Adverse Change.

(c) Borrower, and to the Borrower’s knowledge, no director, officer, employee, agent, or affiliate of Borrower is a Person that is, or is owned or controlled by Persons that are: (i) the subject or target of any sanctions administered or enforced by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty’s Treasury, or other relevant sanctions authority (collectively, “Sanctions”), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, including Cuba, Iran, North Korea, Sudan and Syria.

4.9 **No Burdensome Agreements; Material Agreements.** Except as set forth in Section 4.9 of the Disclosure Schedule, Borrower is not a party to any agreement or instrument or subject to any corporate or other restrictions that, assuming compliance with the terms of such agreements or instruments, could reasonably be expected to result in a Material Adverse Change. Borrower has such good and enforceable agreements with third parties as are necessary to conduct its businesses as presently conducted or as contemplated to be conducted where the failure to be so could reasonably be expected to result in a Material Adverse Change.

4.10 **Condition of Property.** The material properties, equipment and systems of the Borrower are in good repair, working order and operating condition, reasonable wear and tear excepted except where the failure to be in good condition could not reasonably be expected to result in a Material Adverse Change.

4.11 **Licenses; Intellectual Property.** Borrower owns, is the licensee of or otherwise has the right to use all Patents, Trademarks, Trade Secrets, domain names, Copyrights, Software, franchises, licenses and authorizations, governmental or otherwise, and all other rights, priorities or privileges relating to Intellectual Property necessary for the conduct of its businesses as presently conducted, without any known conflict with the rights of any other Person where the failure to have such rights could reasonably be expected to result in a Material Adverse Change. No settlement agreements, consents, licenses, judgments, orders, forbearance to sue or similar obligations limit or restrict the Borrower’s rights in and to such Patents, Trademarks, Trade Secrets, domain names, Copyrights, franchises, licenses and authorizations, or such other rights, priorities or privileges relating to Intellectual Property in each case which could reasonably be expected to result in a Material Adverse Change. No claim or proceeding, or to the knowledge of Borrower, threat of claim or proceeding, has been asserted by any Person against Borrower relating to the use, right to use or ownership of any Intellectual Property used in the conduct of its