



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281652
Original Issued Date: 04/09/2020
Issued Date: 03/11/2021
Expiration Date: 04/09/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Tower Three, LLC

Phone Number: 508-510-1762 Email Address: michael@towerthree LLC.com

Business Address 1: 341 Savin Hill Ave Business Address 2:
Business City: Boston Business State: MA Business Zip Code: 02125
Mailing Address 1: 341 Savin Hill Ave Mailing Address 2:
Mailing City: Boston Mailing State: MA Mailing Zip Code: 02125

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 33 Percentage Of Control: 33
Role: Owner / Partner Other Role:
First Name: Michael Last Name: Kinahan Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 33	Percentage Of Control: 33	
Role: Owner / Partner	Other Role:	
First Name: Anthony	Last Name: Kinahan	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 33	Percentage Of Control: 33	
Role: Owner / Partner	Other Role:	
First Name: Kayla	Last Name: Correa	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Michael	Last Name: Kinahan	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$150000	Percentage of Initial Capital: 33
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Anthony	Last Name: Kinahan	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$150000	Percentage of Initial Capital: 33
Capital Attestation: Yes			

Individual Contributing Capital 3

First Name: Kayla	Last Name: Correa	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$150000	Percentage of Initial Capital: 33
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 30 Sherwood Drive

Establishment Address 2:

Establishment City: Taunton

Establishment Zip Code: 02780

Approximate square footage of the Establishment: 12000

How many abutters does this property have?: 25

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.

Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Agreement Certification Form.pdf	pdf	5cd1f4fdde94860a99fed420	05/07/2019
Community Outreach Meeting Documentation	Community Outreach Attestation Form Compiled.pdf	pdf	5cd1f8f3746cd40f5f70586e	05/07/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5cd1fa263ab7900a54efc6f5	05/07/2019

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$0.01

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionate Impact.pdf	pdf	5dd2eb6b40e348579197cf17	11/18/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: Michael Last Name: Kinahan Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

Role: Other Role:
First Name: Anthony Last Name: Kinahan Suffix:
RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Other Role:
First Name: Kayla Last Name: Correa Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	MA DOR Cert of Good Standing.pdf	pdf	5cbb35c236e3e844f3b51d10	04/20/2019
Secretary of Commonwealth - Certificate of Good Standing	Secretary of MA Good Standing 04-12-19.pdf	pdf	5cbf0ea5df25934c58f859e5	04/23/2019
Bylaws	Operating Agreement.pdf	pdf	5cd44df1ecfaea0f8793df5f	05/09/2019
Articles of Organization	Certificate of Organization 04-04-19.pdf	pdf	5cd58ee2ecfaea0f8793e21c	05/10/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	MA Dept of Rev Good Standing Cert.pdf	pdf	5fff1be59597d30802d2dca3	01/13/2021
Department of Unemployment Assistance - Certificate of Good standing	Tower Three Status Update.pdf	pdf	5fff206c60fc2607ca6aef0f	01/13/2021
Secretary of Commonwealth - Certificate of Good Standing	Secretary of MA Good Standing 01-12-21.pdf	pdf	60084bf19597d30802d2f193	01/20/2021

Massachusetts Business Identification Number: 001339896

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5cd46267613c400fa8750939	05/09/2019
Business Plan	Business Plan.pdf	pdf	5cddb55e58ad7e1336c24109	05/16/2019
Proposed Timeline	Proposed Timeline.pdf	pdf	5ffcc8552027b107e8dc9fe2	01/11/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Storage of Marijuana.pdf	pdf	5cd4c087613c400fa8750a89	05/09/2019
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5cd4ce1fa943080f66d74065	05/09/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5cd4d22d4265c30f716ea626	05/09/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5cd57f4175ac520a78149f51	05/10/2019
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5cd58c628b36620a8ef0428c	05/10/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5cd58f8d75ac520a78149f9e	05/10/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5cd5b45a93608d0f926c018b	05/10/2019
Policies and Procedures for cultivating.	Policies and Procedures for Cultivating.pdf	pdf	5cddc728748dc71348c35103	05/16/2019
Qualifications and training	Qualifications and Training.pdf	pdf	5dcf14f040e348579197ca6a	11/15/2019
Dispensing procedures	Dispensing Procedures.pdf	pdf	5dcf1501a9ef3857c4459a9b	11/15/2019
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	5dcf16b566a32657cfbdb117	11/15/2019
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5dcf17c68bdcfd57ae525dd2	11/15/2019
Security plan	Security Plan.pdf	pdf	5e062552bb37d053183deef5	12/27/2019
Diversity plan	Diversity Plan.pdf	pdf	601183523a66f208090f3157	01/27/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN Progress or Success Goal 1

Description of Progress or Success: Tower Three has just begun construction and will be hiring employees in the next few months. We will

host our first job fair in Taunton with preference to Taunton residents only as Taunton has been identified as an area disproportionately impacted. This job fair will be before operations begin and then we will have another after operations begin, also specifically targeted towards Taunton residents. Tower Three plans to hire at least 15% of employees who reside or have resided in Taunton over the past three years.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Tower Three has just begun construction but we will begin hiring employees in the next few months. Tower Three is committed to having a diverse workspace including goals of a minimum of 10% Minorities and 10% Veterans. Tower Three will target these demographics via specific websites and job fairs.

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 8:00 PM
Tuesday From: 7:00 AM	Tuesday To: 8:00 PM
Wednesday From: 7:00 AM	Wednesday To: 8:00 PM
Thursday From: 7:00 AM	Thursday To: 8:00 PM
Friday From: 7:00 AM	Friday To: 8:00 PM
Saturday From: 7:00 AM	Saturday To: 8:00 PM
Sunday From: 7:00 AM	Sunday To: 8:00 PM

Host Community Agreement Certification Form

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

Applicant

I, Anthony Kinahan, (insert name) certify as an authorized representative of Tower Three LLC (insert name of applicant) that the applicant has executed a host community agreement with Taunton (insert name of host community) pursuant to G.L.c. 94G § 3(d) on April 5, 2019 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Mayor Thomas C. Hoyer, Jr., (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Taunton, MA (insert name of host community) to certify that the applicant and City of Taunton, MA (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 5, 2019 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Michael Kinsman, (insert name) attest as an authorized representative of Tower Three, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on April 22, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on April 11, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on April 11, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 11, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



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Legal Notices

Legal Notices

Community Outreach Meeting
LEGAL NOTICE

Notice is hereby given that Tower Three LLC will hold a Community Outreach Meeting on April 22, 2019 at the Holiday Inn located at 700 Myles Standish Boulevard, Taunton, MA at 7:00 PM to discuss the proposed cannabis cultivation facility at 30 Sherwood Drive, Taunton, MA in accordance with the Massachusetts Cannabis Control Commission's regulations 935 CMR 500.

AD#13788976
TDG 4/11/19

OUR VIDEOS

**WICKED
LOCAL.com**



NOTICE OF COMMUNITY OUTREACH MEETING

TOWER THREE, LLC

Revised

Notice is hereby given that Tower Three, LLC will hold a Community Outreach Meeting on Monday, April 22, 2019 at the Holiday Inn, Lincoln Room located at 700 Myles Standish Boulevard, Taunton, MA at 7:00 PM to discuss the proposed cannabis cultivation facility at 30 Sherwood Drive, Taunton, MA in accordance with the Massachusetts Cannabis Control Commission's regulations 935 CMR 500.

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

1. The location of the proposed cannabis establishment
2. The type of cannabis establishment
3. The zoning and permitting bylaws required at the proposed address
4. The plans for maintain a secure facility
5. The plans to prevent diversion to minors
6. The plans to positively impact the community
7. The plans to ensure the establishment will not constitute a nuisance to the community

Interested members of the community are encouraged to ask questions and receive answers from Tower Three LLC's representatives about the proposed facility.

RECEIVED
CITY CLERK'S OFFICE
2019 APR 11 P 2:46
TAUNTON, MA
CITY CLERK

Attachment C



NOTICE OF COMMUNITY OUTREACH MEETING TOWER THREE, LLC

Notice is hereby given that Tower Three, LLC will hold a Community Outreach Meeting on April 22, 2019 at the Holiday Inn located at 700 Myles Standish Boulevard, Taunton, MA at 7:00 PM to discuss the proposed cannabis cultivation facility at 30 Sherwood Drive, Taunton, MA in accordance with the Massachusetts Cannabis Control Commission's regulations 935 CMR 500.

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

1. The location of the proposed cannabis establishment
2. The type of cannabis establishment
3. The zoning and permitting bylaws required at the proposed address
4. The plans for maintain a secure facility
5. The plans to prevent diversion to minors
6. The plans to positively impact the community
7. The plans to ensure the establishment will not constitute a nuisance to the community

Interested members of the community are encouraged to ask questions and receive answers from Tower Three LLC's representatives about the proposed facility.

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Tower Three, LLC (“Tower Three”) will remain compliant at all times with the local zoning requirements set forth in the Taunton’s Zoning Ordinance. In accordance with Zoning Ordinance Chapter 222 Section 1 and Chapter 440 Attachment 2, Tower Three’s proposed Marijuana Cultivator is located in the ID (Industrial) Zoning District designated for Marijuana Cultivators.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

As required by Taunton’s Zoning Ordinance, Tower Three will apply for a Special Permit and/or Site Plan Approval, as applicable, from the Taunton Municipal Council. Tower Three will also apply for any other local permits required to operate a Marijuana Cultivator at the proposed location. Tower Three will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Cultivator at Tower Three’s proposed location.

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

TOWER THREE STATUS UPDATE

The Tower Three, LLC (“Tower Three”) facility is under construction. We have yet to begin hiring any employees, we do not have our final license and have yet to begin operations.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Tower Three, LLC (“Tower Three”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, Tower Three has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of the City of Taunton, which has been identified by the Commission as an area of disproportionate impact.

Goals

In order for Tower Three to positively impact past or present residents of Taunton, Tower Three has established the following goals:

1. Create opportunities for persons from or who reside in areas of disproportionate impact by giving hiring preference to Taunton residents or those who have resided in Taunton within the three preceding years. Goal of 15% of total employee count.
2. Tower Three will raise funds for a Taunton nonprofit housing agency, Pro Home, Inc. Tower Three commits to raising/donating \$5,000 annually.
3. Tower Three will donate funds to a Taunton nonprofit to assist in the revitalization of the center of Taunton, Downtown Taunton Foundation. Tower Three commits to donating \$5,000 annually.

Programs

Tower Three has developed specific programs to effectuate its stated goals to positively impact Taunton. Such programs will include the following:

1. Hiring preference for Taunton residents or those who have resided in Taunton within the previous three years of hiring. Tower Three will initiate one (1) job fair targeted specifically to Taunton residents before operations begin, and one (1) job fair annually after operations begin. The job fair will be posted in the local newspaper, the Taunton Gazette, stating that the establishment is specifically looking for Taunton residents. All

job postings will include language of this preference to encourage those who qualify to apply.

2. Tower Three will raise funds for Pro Home, Inc. through an annual fundraising event. Tower Three has considered such fundraising events as a charity golf tournament, a 5k road race, and/or hosting an entertainment event at a local Taunton establishment, all of which would also assist Pro Home, Inc. with raising awareness and potentially leading to additional future donations. Tower Three guarantees a minimum of \$5,000 to Pro Home, Inc., annually.
3. Tower Three will donate funds to Downtown Taunton Foundation. Tower Three guarantees a minimum of \$5,000 to Downtown Taunton Foundation annually.

Measurements

The Director of Finance and Administration will administer the Plan and will be responsible for developing measurable outcomes to ensure Tower Three continues to meet its commitments. Such measurable outcomes, in accordance with Tower Three's goals and programs described above, include:

- Tower Three will document the number of job fairs held, and the number of Taunton residents, or those who have resided in Taunton within the three preceding years, interviewed and hired as a result of the job fairs;
- Tower Three will count the number of individuals hired who are Taunton residents or those who have resided in Taunton within the three preceding years. This number will be assessed from the total number of individuals hired to ensure that at least 15% of total employees are Taunton residents or those who have resided in Taunton within the three preceding years
- Tower Three will document the amount of funds raised and donated to Pro Home, Inc. to ensure that a minimum of \$5,000 is donated to Pro Home, Inc. annually.
- Tower Three will document the amount of funds donated to the Downtown Taunton Foundation to ensure that a minimum of \$5,000 is donated to the Downtown Taunton Foundation annually.

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

Acknowledgements

- As identified above, Tower Three intends to fundraise or donate to Pro Home, Inc. and acknowledges that Pro Home, Inc. has been contacted and will receive the donation described herein. Please see the attached letter from Pro Home, Inc.
- As identified above, Tower Three intends to donate to Downtown Taunton Foundation and acknowledges that Downtown Taunton Foundation has been contacted and will receive the donation described herein. Please see the attached letter from Downtown Taunton Foundation.
- Tower Three will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Tower Three will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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

mass.gov/dor

Letter ID: L0449199488
Notice Date: April 17, 2019
Case ID: 0-000-345-829



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MICHAEL KINAHAN
TOWER THREE, LLC
341 SAVIN HILL AVE
BOSTON MA 02125-1064

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

April 12, 2019

TO WHOM IT MAY CONCERN:

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

TOWER THREE, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 3, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
ANTHONY JAMES KINAHAN, MICHAEL ANTHONY KINAHAN, KAYLA MARIE CORREA

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ANTHONY JAMES KINAHAN, MICHAEL ANTHONY KINAHAN, KAYLA MARIE CORREA**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ANTHONY JAMES KINAHAN, MICHAEL ANTHONY KINAHAN, KAYLA MARIE CORREA**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



LIMITED LIABILITY COMPANY OPERATING AGREEMENT

among

TOWER THREE, LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

March 16, 2018

**OPERATING AGREEMENT
OF
TOWER THREE, LLC**

THIS OPERATING AGREEMENT (this “**Agreement**”) of **TOWER THREE, LLC** (the “**Company**”), a Massachusetts limited liability company, dated as of the 16th day of March, 2019 is entered into by and among those persons who are from time to time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (each individually a “**Member**,” and collectively, the “**Members**”).

The Company was formed as a Massachusetts limited liability company on the 3rd day of August, 2018, under the laws of The Commonwealth of Massachusetts by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C (the “**Act**”).

1. Management by the Managers.

- a. The business and affairs of the Company shall be managed by a board of managers appointed pursuant to the below Section 1.b (each such individual a “**Manager**,” and collectively, the “**Managers**”). Except as otherwise expressly provided in the Act or in this Agreement, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, to appoint and remove officers of the Company and to perform any and all other acts or activities customary or incident to the management of the Company’s business. Each Manager shall have the power of a manager under the Act, including, without limitation, to legally represent the Company.
- b. The initial Managers of the Company shall be Michael A. Kinahan, Anthony J. Kinahan, and Kayla M. Correa (the “**Initial Managers**”). The Initial Managers shall hold office each until his or her resignation, removal from office as hereinafter provided or death or incapacity. Any Manager (including the Initial Managers) may be removed, with or without cause, by the affirmative vote of Members holding more than fifty percent (50%) of the total outstanding units of the Company. Any Manager may resign at any time by written notice thereof to the Members. Any vacancy occurring in the Managers shall be filled by the affirmative vote of Members holding more than fifty percent (50%) of the outstanding units of the Company.
- c. Each Manager has a duty of care to the Company and the Members to discharge his or her duties with the care an ordinary prudent person in a like position would exercise under similar circumstances. In discharging their respective duties, the Managers shall be fully protected in relying in good faith upon such information, opinions, reports or statements by any of the Company’s Members or agents, or by any other person, as to matters such Member reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent

to the existence and amount of assets from which distributions to Members might properly be paid.

2. Members; Capital Contributions; Liability of Members.

- a. No Member has any authority to act for, in the name of or on behalf of the Company, or to do any act that would be binding on the Company, or to incur any expenditure on behalf of the Company.
- b. Each Member has contributed in cash to the capital of the Company the amount set forth opposite such Member's name on Schedule A hereto. Each Member shall be entitled to be issued units in the Company in consideration of its capital contribution.
- c. Except as otherwise provided in this Section 2, no Member shall be obligated or permitted to contribute any additional capital to the Company. No interest shall accrue on any contributions to the capital of the Company, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its units in the Company, including, without limitation, as a result of the withdrawal or resignation of such Member from the Company, except as specifically provided in this Agreement.
- d. The liability of the Members for the losses, debts and obligations of the Company shall be limited to their capital contributions. No Member, in its capacity as a Member (or, if applicable, as a Manager), shall have any liability to restore any negative balance in its capital account. In no event shall any Member, in its capacity as a Member, be personally liable for any liabilities or obligations of the Company.
- e. New Members may be admitted from time to time (i) in connection with an issuance of units by the Company, which shall require the approval of the Managers, and (ii) in connection with a transfer of units pursuant to Section 4, and in either case, following such new Member's joinder to this Agreement in a form satisfactory to the Managers. Further, a new Member may be admitted into the Company only if the new Member is qualified under M.G.L. c. 94G and 935 CMR 500.000 *et seq*, both as may be amended or replaced from time to time (the "**Cannabis Code**") to have an ownership or economic interest in a Marijuana Establishment (as such term is defined under the Cannabis Code).

3. Share of Profits and Other Items. All distributions from the Company, whether interim or upon final liquidation, shall be allocated among the Members pro rata in accordance with their holding of units of each Member as set forth on Schedule A hereto. No distributions of profits shall be made except by a resolution duly adopted by the holders of one hundred percent (100%) of the outstanding units of the Company.
4. Transfer of a Member's Units. The Members may not transfer their units without the consent of the Managers. Notwithstanding the foregoing, no Member may transfer its units to any transferee that would, upon becoming a Member, be an Affected Member (as described in Section 10 of this Agreement).

5. Priorities. No Member shall have any rights or priority over any other Member as to contributions or as to distributions or compensation by way of income.
6. Continuation of the Company. The Company shall continue perpetually until the holders of one hundred percent (100%) of the outstanding units of the Company approve the dissolution of the Company.
7. Termination of Membership; Return of Capital. No Member may terminate its membership in the Company or have any right to distributions respecting its units except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.
8. Books and Records; Bank Accounts.
 - a. The Company shall keep just and true books of account with respect to the operations of the Company.
 - b. Such books shall be kept on the accrual method of accounting, or on such other method of accounting as the Managers may from time to time determine, and shall be closed and balanced as of December 31 in each year. The fiscal year of the Company shall be the calendar year.
9. Indemnity. Each Manager and each Member shall be entitled to indemnity from the Company for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement, and/or for any act omitted to be performed, except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.
10. Automatic Divestiture. If, during anytime while the Company holds a local or state license pursuant to the Cannabis Code, a Member or a member of an entity that is a Member of the Company is not qualified pursuant to the Cannabis Code to hold an ownership or economic interest in a Marijuana Establishment, then all interests of that Member in the Company (the "**Affected Member**") will automatically and immediately terminate, and the Affected Member will cease to be a Member; *provided, however*, that if the Affected Member is a corporate entity and the Affected Member's disqualification from holding an ownership or economic interest in a Marijuana Establishment is due to a member, shareholder or officer of the Affected Member, the Affected Member shall have an option to redeem its share and shall be restored to its ownership position before the divestiture if the Affected Member provides evidence satisfactory to the Managers that the member, shareholder or officer that caused such disqualification has been removed. Notwithstanding the foregoing, the automatic divestiture provided by this Section 10 may be waived by a majority vote of the Members, without regard to the Affected Member.
11. Settling of Accounts Following Automatic Divestiture. The Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) The Company and the Affected Member shall determine the fair market value of the Affected Member's units by a

mutually agreed upon third-party appraisal; (ii) if the Affected Member and the Company cannot agree on a third-party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two (2) valuations of the Affected Member's units shall be averaged and used for calculating the Payoff Note (as defined herein); (iii) once the value of the Affected Member's units is determined, the Company shall deliver a note (the "**Payoff Note**") to the Affected Member for one hundred percent (100%) of the value determined by the appraisal in clause (i) above or the average of the appraisals in clause (ii) above. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required under the Cannabis Code. The terms of the Payoff Note shall include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason.

12. Miscellaneous.

- a. Subject to the restrictions on transfers set forth in Section 4 herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and permitted assigns, and each and every successor-in-interest to any Member, whether such successors acquire such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the Company other than a Member who is such creditor of the Company.
- b. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.
- c. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- d. This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members notwithstanding that all the Members have not signed the same counterpart.
- e. Any and all notices under this Agreement shall be effective (i) on the fourth (4th) business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first (1st) business day after being sent by express mail, telecopy or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the Company at its registered office under the Act, and if to a Member at the last address of record on the Company books.

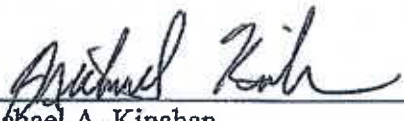
f. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

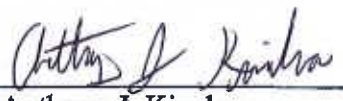
13. Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

MEMBERS:


By: Michael A. Kinahan


By: Anthony J. Kinahan


By: Kayla M. Correa

WITNESS:


By: John Savaster

SCHEDULE "A"
TO
OPERATING AGREEMENT
OF
TOWER THREE, LLC

<u>Name</u>	<u>Capital Contribution</u>	<u>Shares</u>
Michael A. Kinahan 341 Savin Hill Avenue Boston, MA 02125	\$150,000	1,000
Anthony J. Kinahan 46 Charles Street West Bridgewater, MA 02379	\$150,000	1,000
Kayla Correa 119 Essex Street Beverly, MA 01915	\$150,000	1,000



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001339896

The date of filing of the original certificate of organization: 8/3/2018

1.a. Exact name of the limited liability company: TOWER THREE, LLC

1.b. The exact name of the limited liability company as amended, is: TOWER THREE, LLC

2a. Location of its principal office:

No. and Street: 341 SAVIN HILL AVE

City or Town: BOSTON State: MA Zip: 02125 Country: USA

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

INDUSTRIAL AGRICULTURE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL KINAHAN

No. and Street: 341 SAVIN HILL AVE

City or Town: BOSTON State: MA Zip: 02125 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ANTHONY JAMES KINAHAN	341 SAVIN HILL AVE BOSTON, MA 02125 USA
MANAGER	MICHAEL ANTHONY KINAHAN	341 SAVIN HILL AVE BOSTON, MA 02125 USA
MANAGER	KAYLA MARIE CORREA	341 SAVIN HILL AVE DORCHESTER, MA 02125 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	MICHAEL ANTHONY KINAHAN	341 SAVIN HILL AVE BOSTON, MA 02125 USA

SOC SIGNATORY	ANTHONY JAMES KINAHAN	341 SAVIN HILL AVE BOSTON, MA 02125 USA
SOC SIGNATORY	KAYLA MARIE CORREA	341 SAVIN HILL AVE BOSTON, MA 02125 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MICHAEL ANTHONY KINAHAN	341 SAVIN HILL AVE BOSTON, MA 02125 USA
REAL PROPERTY	ANTHONY JAMES KINAHAN	341 SAVIN HILL AVE BOSTON, MA 02125 USA
REAL PROPERTY	KAYLA MARIE CORREA	341 SAVIN HILL AVE BOSTON, MA 02125 USA

9. Additional matters:

10. State the amendments to the certificate:

ADDING ANTHONY KINAHAN AND KAYLA CORREA TO SECTIONS 6, 7 AND 8.

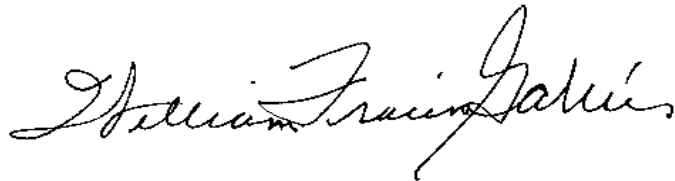
11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of April, 2019,
MICHAEL KINAHAN , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

April 04, 2019 04:23 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

PLAN FOR OBTAINING LIABILITY INSURANCE

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

May 01, 2019

Insurance Indication Prepared Exclusively For:

Tower Three LLC
341 Savin Hill Ave
Boston, MA 02125

Prepared By

Jeff Becka
(440) 471-6263
jbecka@cannasure.com

Quote Information

Named Insured	Tower Three LLC
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	General Liability
Policy Term	12 Months
Description of Business	Cultivators

Premium Summary

Total Premium, Taxes, Fees	
General Liability Premium	\$3,992.00
Policy Fee	\$250.00
Taxes	\$159.68
Total Amount Due	\$4,401.68*

**Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

Optional Coverages Available (additional premium may apply and underwriting required)

Terrorism
Hired and Non-Owned Auto
Employee Benefits Liability
Additional Insured

Additional Comments

25% Minimum Earned Premium
10% Retail Agent Commission

Please make checks payable to:

CIS Insurance Services, LLC

Please mail payment to:

1468 W. 9th Street
Cleveland, OH 44113

May 01, 2019

Commercial General Liability Indication**Quote Information**

Issuing Company	Topa Insurance Company, a Surplus Lines Company
Policy Term	12 Months
Description of Business	Cultivators

Coverage Information

Coverage	General Liability
Coverage Form	Occurrence

Limits

General Aggregate Limit (Other than Products-Completed Operations)	\$2,000,000
Products/Completed Operations Limit	Excluded
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit	\$100,000
Medical Expense Limit	\$5,000
Hired & Non-Owned Auto Limit	Excluded
Employee Benefits Liability Limit	Excluded

*** Defense Outside the Limit****Deductible**

No Deductible

Classification

Operations	Cultivators
Premium Basis/ Exposure	\$4,000,000 Sales

Schedule of Named Insured(s)

Tower Three LLC

List of Locations

1-1: 30 Sherwood Drive, Taunton, MA 02780

FORMS LIST

CG 00 01 (04 13) COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 04 (11 85) EXCLUSION-PRODUCTS-COMPLETED OPERATIONS HAZARD
CG 21 06 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
CG 21 09 (06 15) EXCLUSION-UNMANNED AIRCRAFT
CG 21 32 (05 09) COMMUNICABLE DISEASE EXCLUSION
CG 21 36 (03 05) EXCLUSION-NEW ENTITIES
CG 21 44 (04 17) LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG 21 46 (07 98) ABUSE OR MOLESTATION EXCLUSION
CG 21 47 (12 07) EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 (09 99) TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 51 (04 13) AMENDMENT OF LIQUOR LIABILITY EXCLUSION-EXCEPTION FOR SCHEDULED PREMISES
OR ACTIVITIES
CG 21 66 (06 15) EXCLUSION-VOLUNTEER WORKERS
CG 21 67 (12 04) FUNGI OR BACTERIA EXCLUSION
CG 21 73 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 96 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION
CG 24 10 (07 98) EXCESS PROVISION-VENDORS
CIS DEC T 01 (10 17) COMMON POLICY DECLARATIONS-GL
CIS ASF (04 19) TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CIS AUDIT 01 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS CGL DEC 01 (10 17) COMMERCIAL GENERAL LIABILITY DECLARATIONS
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS GL 30 01 (10 17) EXCLUSION-BANNED SUBSTANCES
CIS GL 30 02 (10 17) EXCLUSION-CARCINOGENS
CIS GL 34 50 (10 17) EXCLUSION-LIQUOR LIABILITY
CIS GL 34 51 (10 17) EXCLUSION-ASSAULT OR BATTERY
CIS GL 34 52 (10 17) EXCLUSION-ASBESTOS
CIS GL 34 53 (10 17) EXCLUSION-FIREARMS
CIS GL 34 54 (10 17) EXCLUSION-ANIMAL
CIS GL 34 55 (10 17) EXCLUSION-AMERICANS WITH DISABILITIES ACT
CIS GL 34 56 (10 17) EXCLUSION-RESIDENTIAL OCCUPANCY
CIS GL 34 57 (10 17) EXCLUSION-LEAD
CIS GL 34 58 (10 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
CIS GL 34 59 (10 17) EXCLUSION-CROSS SUITS
CIS GL 34 60 (10 17) EXCLUSION-FIDUCIARY
CIS GL 34 61 (10 17) EXCLUSION-GOVERNMENTAL ACTS AND CRIMINAL ACTIVITIES
CIS GL 34 62 (10 17) EXCLUSION-PROFESSIONAL SERVICES
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
IL 00 17 (11 98) COMMON POLICY CONDITIONS
IL 00 21 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL N 001 (09 03) FRAUD STATEMENT

**DECLARATION OF NO KNOWN LOSS
NO MATERIAL CHANGE**

CARRIER NAME: Topa Insurance Company

POLICY NUMBER: TBD

APPLICANT/INSURED NAME: Tower Three LLC

COVERAGE EFFECTIVE DATE:

The Applicant/Insured declares and warrants that after diligent inquiry, no claims or suits have been made against the applicant/insured, or, against the corporate entity or any predecessor corporate entity prior to the coverage effective date of this letter. Also, no Applicant, Named Insured(s), Additional Insured(s) or any person or entity which qualifies as an Insured has any knowledge of any incident, circumstance, act, error, omission or personal injury which may give rise to a claim being made against the Applicant, Insured, or against the corporate entity or any predecessor corporate entity.

The Applicant/Insured declares and warrants that the statements set forth herein are true and no material facts have been omitted or misstated. The Applicant/Insured further declares and recognizes that this declaration is material to acceptance of the risk and that Underwriters reserve the right to rescind coverage of any Policy that is issued as a result of this application if the statements set forth herein and any attachments are erroneous for any reason.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**NOTICE OF SURPLUS LINES PLACEMENT TO INSURED
CIS INSURANCE SERVICES, LLC
PLEASE READ IT CAREFULLY**

Notice to Insured:

I hereby affirm that, prior to the placement of the insurance coverage with CIS Insurance Services, LLC, a surplus lines Broker, I have been advised that:

- The insurer with which the surplus lines broker places the insurance is not licensed by my state and may not be subject to its supervision; and
- In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

Notice of Administrative Fee:

Furthermore, I hereby affirm that, I have been advised that the non-refundable policy fee referenced below has been charged by the Broker and is part of the insurance contract. I also affirm that said fee is reasonable.

- Amount of Administrative Fee: **\$250**

Signature: _____

Date: _____

BIND REQUEST FORM COVERAGE (OFFER AND/OR DECLINATION)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As *defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGE FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Terrorism Coverage Prospective Premium \$ 100.00 .

You have the right to decline this coverage for certified acts of terrorism. To decline, please sign this notice and promptly return to us or to your insurance representative.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Policy Number

Print Name

Date



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

May 01, 2019

Insurance Indication Prepared Exclusively For:

Tower Three LLC
341 Savin Hill Ave
Boston, MA 02125

Prepared By

Jeff Becka
(440) 471-6263
jbecka@cannasure.com

Quote Information

Named Insured	Tower Three LLC
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	Product Liability
Policy Term	12 Months
Description of Business	Cultivators

Premium Summary

Total Premium, Taxes, Fees	
Product Liability Premium	\$11,688.00
Policy Fee	\$750.00
Taxes	\$467.52
Total Amount Due	\$12,905.52*

**Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

Additional Comments

25% Minimum Earned Premium
10% Retail Agent Commission

Please make checks payable to:
Please mail payment to:

CIS Insurance Services. LLC
1468 W. 9th Street
Cleveland, OH 44113



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

Product Liability Indication

May 01, 2019

Quote Information

Issuing Company	Topa Insurance Company, a Surplus Lines Company
Policy Term	12 Months
Description of Business	Cultivators

Coverage Information

Coverage	Products Liability
Coverage Form	Claims Made
Retroactive Date	7/15/2019

Limits

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$2,000,000

Deductible

Per Claim	\$5,000
	Per Claim

Classification

Operations	Cultivators
Premium Basis/ Exposure	\$4,000,000 Sales

Schedule of Named Insureds

Tower Three LLC

Additional Comments

Defense is within limits

Optional Coverages Available (additional premium may apply and underwriting required)

Limited Pesticide Coverage	Included
Limited Product Withdrawal	\$250,000 limit available for \$1,500, plus tax
Professional Liability Sublimit	\$50,000 Sublimit available
Terrorism	

FORMS LIST

CG 00 38 (04 13) PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
CG 03 00 (01 96) DEDUCTIBLE LIABILITY INSURANCE
CG 21 73 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 98 (12 07) TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 24 10 (07 98) EXCESS PROVISION-VENDORS
CG 33 59 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFO
CG 33 70 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION
CG 33 76 (05 09) COMMUNICABLE DISEASE EXCLUSION
CIS ASF (04 19) TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CIS AUDIT PRODUCT 02 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS PROD DEC 01 (11 17) PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS
CIS PROD DWL 01 (12 17) AMENDMENT-DEFENSE WITHIN LIMITS
CIS PROD EX 001 (11 17) EXCLUSION-SPECIFIED PRODUCTS OR SUBSTANCES
CIS PROD EX 002 (11 17) EXCLUSION-SPECIFIED NUTRACEUTICAL SUBSTANCES
CIS PROD EX 003 (11 17) EXCLUSION-NEW ENTITIES
CIS PROD EX 004 (11 17) FUNGI OR BACTERIA EXCLUSION
CIS PROD EX 005 (11 17) EXCLUSION-CARCINOGENS
CIS PROD EX 006 (11 17) EXCLUSION-CROSS SUITS
CIS PROD EX 007 (11 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
CIS PROD EX 008 (11 17) ILLEGAL FERTILIZER EXCLUSION
CIS PROD PEST (11 17) LIMITED PESTICIDE COVERAGE
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
CISDEC T 01 (10 17) PRODUCT COMMON POLICY DECLARATIONS
IL 00 17 (11 98) COMMON POLICY CONDITIONS
IL 00 21 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL N 001 (09 03) FRAUD STATEMENT



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

DECLARATION OF NO KNOWN LOSS NO MATERIAL CHANGE

CARRIER NAME: Topa Insurance Company

POLICY NUMBER: TBD

APPLICANT/INSURED NAME: Tower Three LLC

COVERAGE EFFECTIVE DATE:

The Applicant/Insured declares and warrants that after diligent inquiry, no claims or suits have been made against the applicant/insured, or, against the corporate entity or any predecessor corporate entity prior to the coverage effective date of this letter. Also, no Applicant, Named Insured(s), Additional Insured(s) or any person or entity which qualifies as an Insured has any knowledge of any incident, circumstance, act, error, omission or personal injury which may give rise to a claim being made against the Applicant, Insured, or against the corporate entity or any predecessor corporate entity.

The Applicant/Insured declares and warrants that the statements set forth herein are true and no material facts have been omitted or misstated. The Applicant/Insured further declares and recognizes that this declaration is material to acceptance of the risk and that Underwriters reserve the right to rescind coverage of any Policy that is issued as a result of this application if the statements set forth herein and any attachments are erroneous for any reason.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

**NOTICE OF SURPLUS LINES PLACEMENT TO INSURED
CIS INSURANCE SERVICES, LLC
PLEASE READ IT CAREFULLY**

Notice to Insured:

I hereby affirm that, prior to the placement of the insurance coverage with CIS Insurance Services, LLC, a surplus lines Broker, I have been advised that:

- The insurer with which the surplus lines broker places the insurance is not licensed by my state and may not be subject to its supervision; and
- In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

Notice of Administrative Fee:

Furthermore, I hereby affirm that, I have been advised that the non-refundable policy fee referenced below has been charged by the Broker and is part of the insurance contract. I also affirm that said fee is reasonable.

- Amount of Administrative Fee: \$750

Signature: _____

Date: _____

**POLICYHOLDERS DISCLOSURE NOTICE
TERRORISM INSURANCE COVERAGE (OFFER AND/OR DECLINATION)**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGE FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Terrorism Coverage Prospective Premium \$ 292.00.

You have the right to decline this coverage for certified acts of terrorism. To decline, please sign this notice and promptly return to us or to your insurance representative.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Policy Number

Print Name

Date



Tower Three, LLC

Business Plan

April 26, 2019

Table of Contents

EXECUTIVE SUMMARY	3
COMPANY DESCRIPTION.....	4
MARKET RESEARCH.....	7
MARKETING & SALES.....	9
TEAM.....	11
FINAL REMARKS.....	14

1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the Founders

Tower Three, LLC (“Tower Three”) is a Marijuana Establishment committed to creating a safe and clean cultivation facility that is focused on supporting the local community and provides consistent, high quality cannabis to licensed Marijuana Establishments in the State of Massachusetts.

Our mission: Creating a quality product to enhance quality of life.

1.2 License Type

Tower Three is applying for a license from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a Marijuana Establishment Tier Two Marijuana Cultivator in Taunton, Massachusetts.

1.3 Product

Tower Three will cultivate and offer for wholesale to licensed Product Manufacturers and Retailers a wide range of marijuana strains and varieties including sativa, indica and hybrid.

1.4 What Drives Us

Tower Three’s goals include:

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

2. COMPANY DESCRIPTION

2.1 Structure

Tower Three is a Massachusetts limited liability company applying for a license from the Massachusetts Commission to operate a Marijuana Establishment in the Commonwealth.

Tower Three will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

Tower Three will be located in Taunton and has leased a facility located at 30 Sherwood Drive, Taunton, MA 02780. The facility is well positioned and matches the ideal picture of a community cultivation facility. Prior to our proposed use, the facility was used for commercial lighting manufacturing and remains in good condition. Tower Three initially plans to launch one outlet in Taunton but is planning to open other outlets in key locations in Massachusetts.

The facility encompasses a total of 11,000 square feet, with approximately 8,000 square feet dedicated exclusively to cultivation and approximately 3,000 square feet of space dedicated to supporting cultivation efforts.

Tower Three will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

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

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

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

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

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

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

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

Tower Three has obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond ensures payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Tower Three.

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

2.3 Security

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

Tower Three's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Taunton Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Tower Three's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Tower Three will maintain a current list of individuals with access.

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

Tower Three will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

Tower Three looks forward to working cooperatively with the Town of Taunton (which approved 2016 Ballot Question 4 legalizing adult use marijuana with 56% of the vote) to ensure that Tower Three operates as a responsible, contributing member of the Taunton community. Tower Three anticipates establishing a mutually beneficial relationship with the Town in exchange for permitting Tower Three to site and operate in Taunton. The Town stands to benefit in various ways, including but not limited to the following:

- **Jobs:**
 - A Marijuana Cultivator facility will add 10-15 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- **Monetary Benefits:**
 - A Host Community Agreement with significant monetary donations will provide the Town with additional financial benefits beyond local property taxes.
- **Access to Quality Product:**
 - Tower Three will allow qualified Marijuana Establishments in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- **Control:**
 - In addition to the Commission, the Taunton Police Department and other municipal departments will have oversight over Tower Three's security systems and processes.
- **Responsibility:**
 - Tower Three is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
- **Economic Development:**
 - Tower Three's renovation of the facility will revitalize Taunton and contribute to the overall economic development of the local community.

2.5 Zoning

The address for the Marijuana Establishment is 30 Sherwood Drive, Taunton, MA 02780 and complies with all Taunton zoning requirements. In accordance with Taunton's Zoning Bylaws, the proposed property is located in Taunton's ID (Industrial) District. Tower Three will apply for a special permit from the Taunton Municipal Council.

In accordance with the Commission's regulations, the property is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

3. MARKET RESEARCH

3.1 Industry

In Massachusetts, adult use retail sales, which began in November of 2018, finished at \$9.4 million through the end of 2018. Sales from the start of 2019 through the end of April 2019 are at approximately \$90 million according to the CCC. According to the Marijuana Business Daily, sales are projected to be \$1.3 to \$1.7 billion in the next few years. Unlike other places where cannabis is legal, Massachusetts is within driving distance of some of the most populous places in the country and is poised to become a cannabis tourist destination.

3.2 Competitors

Tower Three's competitors include other licensed Cultivator Establishments located around the Commonwealth. Tower Three is seeking a license in Bristol County. Currently, there is only one operating Cultivator establishment in Bristol County.

3.3 Competitive Advantage

Tower Three's most notable competitive advantage over their competition is their core team. Michael Kinahan is a civil engineer who holds a Massachusetts Construction Supervisors License and is OSHA 10 certified. His experience in the engineer field will benefit the pre-construction phase of the site remediation greatly. Anthony Kinahan, who holds a Finance degree and an Master's degree in corporate finance, leads the finance group at the Massachusetts Convention Center Authority on Summer Street in Boston. The experience learned from running a \$90M operational budget and \$40M capital budget for the Convention Center will be an invaluable commodity for Tower Three. Kayla Correa has been a practicing attorney since 2013. Her experience in various types of law, including real estate and litigation, will assist Tower Three in many business endeavors.

As a company, Tower Three has been cultivating for approximately five years at various locations. Quality has always been and will continue to be the driving goal behind Tower Three's vision.

In every business, there is competition. However, the cannabis industry is known to be highly competitive. Tower Three possesses several strengths which will separate Tower Three from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis cultivated, the service offered, the location of the facility, the discounts offered for the products, and to some extent, the branding of the business.

3.4 Regulations

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

Tower Three is registered to do business in the Commonwealth as a Massachusetts limited liability company. Tower Three will maintain the LLC in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Tower Three will apply for all state and local permits and approvals required to renovate and operate the facility.

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

4. MARKETING & SALES

4.1 Growth Strategy

Tower Three's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs; and
3. A caring and thoughtful staff made of consummate professionals.

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

4.2 Communication

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

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

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

4.3 Sales

Tower Three will not sell marijuana or marijuana products to anyone other than Marijuana Establishments. Packaging for marijuana products sold, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times

New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Tower Three will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

4.4 Logo

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

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

An image of the logo can be found below:



5. TEAM

5.1 General

Tower Three has put together a team to implement the operations of the Marijuana Establishment. Tower Three intends to create 10-15 full-time staff positions within the first three years of operations in Taunton.

The founders of Tower Three have worked on various projects and business ventures together in the past. The familiarity between the founders will provide a lasting stability for the company. No individual on the Tower Three team is a controlling person with over more than three licenses in a particular class of license.

5.2 Founders

Michael Kinahan – Project Engineer (2008 – present); BS in Civil & Environmental Engineering from the University of Rhode Island; Certified Project Manager; Massachusetts Construction Supervisors License; OSHA 10 Safety Certified; and Scaffolding Safety Certified.

Anthony Kinahan – Head Finance Manager (2013 – present); BS in Finance from Bryant University; MBA in Corporate Finance from Northeastern University; and West Bridgewater Selectman (Chairman, 2016 – present).

Kayla Correa – Kayla M. Correa, Esq., Attorney at Law (2018 – present); Trial Attorney at Yasi & Yasi (2014 – 2018); Juris Doctor from Suffolk University School of Law; BA in Political Science & Psychology from the University of Miami; and Massachusetts Real Estate Broker License.

5.3 Senior Management

Michael Kinahan – Director of Facility Operations – Bachelor of Science in Civil & Environmental Engineering from the University of Rhode Island. Certified Project Manager, MA Construction Supervisors License, OSHA 10 Certified, and Scaffolding Safety Certified.

Responsible for the maintenance of all electrical, HVAC, cultivation equipment and general facility. The Director of Facility Operations will also be responsible for:

- Planning, scheduling and supervising regular and preventative maintenance
- Overseeing the asset database;
- Providing management to Facilities staff and contracted service providers including implementation of policies, guidelines and processes to improve performance;
- Overseeing the maintenance of blueprints, specifications and operation & maintenance manuals for all systems; and
- Maintaining compliance with local and state building codes.

Anthony Kinahan – Director of Finance and Administration – Bachelor of Science in Finance from Bryant University. Master's Degree in Corporate Finance from Northeastern University. Current West Bridgewater Chairman of the Selectman, current

Lion's Club Vice President, former Special Police Officer in Orleans, MA.

Responsible for all general business and financial aspects. The Director of Finance and Administration is responsible for:

- Budget Development;
- Accounting;
- Financial Reporting;
- Financial Controls;
- Business Systems and Analytics;
- Procurement;
- Contracts; and
- Vendor Management.

Kayla Correa – Legal and Human Resources Director – Bachelor of Arts in Political Science & Psychology from the University of Miami. Juris Doctor from Suffolk University Law School. MA Bar Admission in November 2013 and MA Real Estate Broker License.

Responsible for the recruiting and development of staff as well as maintaining compliance with licensing. The Legal and HR Director is also responsible for:

- Leading development and implementation of human capital strategy;
- Performing talent and organizational diagnoses to align with and drive strategy;
- Coaching managers and other senior team members;
- Maintaining employee records;
- Filing reports with CCC as necessary and required; and
- Record retention.

5.4 Head of Security & Head of Cultivation

Jean-Marie Chaudry – Head of Security – Bachelor of Science in Criminal Justice from Northeastern University.

Head of Security: Under the supervision of the Founders, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures for Tower Three, implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

- Provide general training to Tower Three agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;

- Maintain lists of agents authorized to access designated areas of the Tower Three facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the Tower Three facility;
- Lead a working group comprised of the Founders, Head of Security, Head of Cultivation, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Tower Three agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the Taunton Police and Fire Department.

Isaias Correa – Head of Cultivation – President & Owner of Patriot Consultant (Cannabis Consulting Company); and Cannabis Cultivator Experience of 5+ Years.

Head of Cultivation: The Head of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Head of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Be responsible for supervision and training of agents;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with the Greenhouse Technician to promote successful operations in the Cultivation Facility;
- Program and monitor the Environmental Control System (DDC);
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation; and
- Provide pesticide recommendations and ensure Integrated Pest Management (IPM) Program is sufficient.

6. FINAL REMARKS

Tower Three has the experience and know-how to safely and efficiently cultivate and sell high quality, consistent, laboratory-tested medical grade cannabis and derivatives. Tower Three hopes to bring its high-quality standards to adult-use Marijuana Establishments to provide them with a safe and clean environment dedicated to protecting and supporting the local community. Tower Three will leverage existing protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. Tower Three's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both Marijuana Establishment agents and staff and will help deter and prevent diversion.

In Massachusetts, adult use retail sales, which began in November of 2018, finished at \$9.4 million through the end of 2018. Sales from the start of 2019 through the end of April 2019 are at approximately \$90 million according to the CCC. According to the Marijuana Business Daily, sales are projected to be \$1.3 to \$1.7 billion in the next few years. Tower Three is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, Tower Three looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits this market will yield.

QUALITY CONTROL AND TESTING

Quality Control

Tower Three, LLC (“Tower Three”) will comply with the following sanitary requirements:

1. Any Tower Three agent whose job includes contact with marijuana, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000.
2. Any Tower Three agent working in direct contact with preparation of marijuana or marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Tower Three’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Tower Three’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Tower Three’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Tower Three will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Tower Three’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Tower Three’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Tower Three’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Tower Three will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Tower Three will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;

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

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

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

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

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

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Product Liability Policy
 - General Liability Policy
 - Workers Compensation Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- **Business Records**: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Tower Three, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Tower Three and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Tower Three will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Tower Three will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation,

flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Tower Three will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Tower Three for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Tower Three will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Tower Three agents present during the disposal or handling, with their signatures. Tower Three will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Tower Three will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Tower Three closes, all records will be kept for at least two (2) years at Tower Three's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Tower Three will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Tower Three's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Tower Three's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Tower Three operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the

laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

- A list of all executives of Tower Three, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Tower Three's website.
- Policies and procedures for the handling of cash on Tower Three premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
 - If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the

purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

QUALIFICATIONS AND TRAINING

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

Qualifications

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

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

Training

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

On or after July 1, 2019, all of Tower Three’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Tower Three’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Tower Three’s owners, managers, and employees will then successfully complete the program once every year thereafter. Tower Three will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Tower Three’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Tower Three, LLC (“Tower Three”) will securely maintain personnel records, including registration status and background check records. Tower Three will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Tower Three and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

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

After-Hours Contacts

Michael Kinahan – (508) 510-1762

Anthony Kinahan – (508) 577-2648

Kayla Correa – (781) 710-4783

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

Monday: 9:00AM to 5:00PM

Tuesday: 9:00AM to 5:00PM

Wednesday: 9:00AM to 5:00PM

Thursday: 9:00AM to 5:00PM

Friday: 9:00AM to 5:00PM

Saturday: 9:00AM to 5:00PM

Sunday: None

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Tower Three will undergo a detailed background investigation prior to being granted access to a Tower Three facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Tower Three pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: CORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Tower Three will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Tower Three will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Tower Three will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;

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

Personnel Policies and Training

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

Tower Three will have a policy for the immediate dismissal of any agent who has:

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

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), Tower Three, LLC (“Tower Three”) will only be accessible to individuals 21 years of age or older with a verified and valid, government-issued photo ID. Pursuant to 935 CMR 500.002, all visitors to Tower Three’s Marijuana Establishment must be 21 years of age or older. Upon entry into the premises of the marijuana establishment by an individual, a Tower Three agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Tower Three discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Tower Three will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

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

DIVERSITY PLAN

Overview

Tower Three, LLC (“Tower Three”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.¹

To support such populations, Tower Three has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Tower Three’s operations.

Goals

In order for Tower Three to promote equity in its operations, Tower Three has established the following goals²:

1. To ensure that at least 10% of all staff are Minorities;
2. To ensure that at least 10% of all staff are Veterans;
3. To ensure that at least 10% of all materials and services required for Tower Three’s operations are purchased from Minority-owned or Veteran-owned businesses registered with the Massachusetts Supplier Diversity Office.

Programs

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

1. Target recruiting efforts towards candidates with diverse backgrounds through biannual advertisements in publications and websites that are utilized by the above-listed demographics, such as Professional Diversity Network, Diversity Jobs, and Beyond.com. Tower Three will also attend at least one (1) local job fair annually and post job opportunities on community job boards and newspapers as determined by Tower Three’s hiring needs, but not less than biannually.
2. Utilize the Supplier Diversity Office’s Directory of Certified Businesses to identify Minority-owned or Veteran-owned businesses and send requests for proposals to those business when purchasing materials or services. The frequency with which Tower Three

¹ As per 935 CMR 500.101(1)(c)(8)(k) as promulgated on 11/01/19 and the Commission’s *Guidance on Required Positive Impact Plans and Diversity Plans* as revised 2/25/19. For purposes of this Diversity Plan, Tower Three is interpreting “[p]eople of all gender identities and sexual orientations” to mean people identifying as LGBTQ.

² The above goals and percentages were provided at the Commission’s request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Tower Three’s efforts for hiring a diverse workforce; however, Tower Three is limited in its ability to confirm the ultimate percentages of these demographics in its workforce due to applicable employment and labor laws.

will send such requests for proposals will depend on Tower Three's supply levels and service needs, but Tower Three anticipates sending such requests at least once annually.

Measurements

The Director of Finance and Administration will administer the Plan and will be responsible for developing measurable outcomes to ensure Tower Three continues to meet its commitments. Such measurable outcomes, in accordance with Tower Three's goals and programs described above, include:

- Tower Three will document the number and placement of job opportunities advertised in publications, community job boards and websites, as well as document the number of individuals from the targeted demographics listed above that are interviewed and hired as a result of these advertisements, based upon self-identification of such individuals;
- Tower Three will document the number of local job fairs attended, as well as document the number of individuals from the targeted demographics listed above that are interviewed and hired as a result of these local job fairs, based upon self-identification of such individuals;
- Tower Three will document the frequency and business recipients of the requests for proposals sent to Minority-owned and Veteran-owned businesses identified in the Supplier Diversity Office's Directory of Certified Businesses, as well as document the number and type of Minority-owned and Veteran-owned businesses that Tower Three contracts with for the purchase of materials and services as a result of these requests for proposals;
- Tower Three will count the total number of individuals hired who self-identify as Minorities and Veterans. This number will be assessed from the total number of hired employees to ensure that at least 10% of all staff identify as Minorities and at least 10% of all staff identify as Veterans.
- Tower Three will review records of all purchased materials and services from businesses that Tower Three contracts with for these materials and services. This number will be assessed from the total number of purchased materials and services from businesses contracted with to ensure that at least 10% of all materials and services required for Tower Three's operations are purchased from Minority-owned or Veteran-owned businesses registered with the Massachusetts Supplier Diversity Office.

Beginning upon receipt of Tower Three's first Provisional License from the Commission, Tower Three will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Director of Finance and Administration will review and evaluate Tower Three's measurable outcomes no less than quarterly to ensure that Tower Three is meeting its commitments. Tower Three is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Tower Three will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Tower Three will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.