



# Massachusetts Cannabis Control Commission

## Public Record Request

### Marijuana Retailer

#### General Information:

License Number: MR282818

Original Issued Date: 07/09/2020

Issued Date: 07/09/2020

Expiration Date: 07/09/2021

Payment Received: \$10000      Payment Required: \$10000

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Tigertown LLC

Phone Number: 954-350-1300      Email Address: bakedbeanma@gmail.com

Business Address 1: 56 Jackson Street	Business Address 2:	
Business City: Holyoke	Business State: MA	Business Zip Code: 01040
Mailing Address 1: 56 Jackson Street	Mailing Address 2:	
Mailing City: Holyoke	Mailing State: MA	Mailing Zip Code: 01040

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

### 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: 100      Percentage Of Control: 100

Role: Owner / Partner      Other Role:

First Name: Richard      Last Name: Rainone      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: Italian-American

### 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: Richard      Last Name: Rainone      Suffix:

Types of Capital: Monetary/Equity      Other Type of Capital:      Total Value of the Capital Provided: \$50000      Percentage of Initial Capital: 100

Capital Attestation: Yes

### CAPITAL RESOURCES - ENTITIES

No records found

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Richard      Last Name: Rainone      Suffix:

Marijuana Establishment Name: Baked Bean LLC      Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Uxbridge      Marijuana Establishment State: MA

Individual 2

First Name: Richard      Last Name: Rainone      Suffix:

Marijuana Establishment Name: Grass Appeal LLC      Business Type: Marijuana Cultivator

Marijuana Establishment City: Uxbridge      Marijuana Establishment State: MA

Individual 3

First Name: Richard      Last Name: Rainone      Suffix:

Marijuana Establishment Name: Grass Appeal LLC      Business Type: Marijuana Retailer

Marijuana Establishment City: Uxbridge      Marijuana Establishment State: MA

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 56 Jackson Street

Establishment Address 2:

Establishment City: Holyoke      Establishment Zip Code: 01040

Approximate square footage of the establishment: 5000      How many abutters does this property have?: 11

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA CERT - tigertown llc.pdf	pdf	5d16684341a4321320f2af04	06/28/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant With Local Zoning.pdf	pdf	5d3b062bd0f20f34037133e5	07/26/2019
Community Outreach Meeting Documentation	Tigertown Community Outreach.pdf	pdf	5dfd6ae000f72d57285edfa2	12/20/2019

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.: \$

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Tigertown Positive Impact Plan (with attachments).pdf	pdf	5e0227e3b7ff09534ba00d7a	12/24/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Richard

Last Name: Rainone 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	certificate of good standing tax.pdf	pdf	5d16764950e7af1803c220b3	06/28/2019
Articles of Organization	Articles of Organization.pdf	pdf	5d277cb442805c051718bf86	07/11/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing (Secretary of Commonwealth).pdf	pdf	5d3b5d246e3bd533dbcfcd9	07/26/2019
Bylaws	Operating Agreement - Tigertown LLC.pdf	pdf	5d3b5e1517ec6d33f1152051	07/26/2019

No documents uploaded

Massachusetts Business Identification Number: 001363642

Doing-Business-As Name:

DBA Registration City: Holyoke

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Tigertown Retail (PDF).pdf	pdf	5d167993748dc71348c3b249	06/28/2019
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5d3b0dfe385de033fc95cecf	07/26/2019
Proposed Timeline	Timeline.pdf	pdf	5dfd6e2aef24345344e4e9a8	12/20/2019

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5d3b2bcfa442c833e6069595	07/26/2019
Separating recreational from medical operations, if applicable	Separating Recreational from Medical.pdf	pdf	5dfd704b38abaf57497aa5ea	12/20/2019
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5dfd704d5e2d54535a9c1b45	12/20/2019
Security plan	Security Plan.pdf	pdf	5dfd7051541f65570b946ca7	12/20/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5dfd7053bb37d053183de4af	12/20/2019
Storage of marijuana	Storage Plan.pdf	pdf	5dfd705538f8ab571d6e1ff4	12/20/2019
Transportation of marijuana	Transportation Policy.pdf	pdf	5dfd7081cb8cc6573ebd0e3a	12/20/2019
Inventory procedures	Inventory Policy.pdf	pdf	5dfd7084f76dd253236e1b4d	12/20/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5dfd708900f72d57285edfae	12/20/2019
Dispensing procedures	Dispensing Policy.pdf	pdf	5dfd708db7ff09534ba00740	12/20/2019
Personnel policies including background checks	Personnel Policy.pdf	pdf	5dfd7091ef24345344e4e9af	12/20/2019
Record Keeping procedures	Record Keeping Policy.pdf	pdf	5dfd70a45e2d54535a9c1b49	12/20/2019
Maintaining of financial records	Financial Record Maintenance.pdf	pdf	5dfd70a838abaf57497aa5ee	12/20/2019
Qualifications and training	Employee Qualification.pdf	pdf	5dfd70a9541f65570b946cab	12/20/2019
Diversity plan	Diversity Plan.pdf	pdf	5dfd70abbb37d053183de4b3	12/20/2019

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

### ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been



omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification: I Understand

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

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

**TIGERTOWN LLC**

**56 JACKSON STREET, HOLYOKE, MA**

AN ADULT USE CANNABIS COMPANY

## THE TEAM



**DEVELOPMENT COORDINATOR**

**KASABIAN CONSTRUCTION**

### **Peter Kasabian**

Pete owns and operates a MA and RI licensed commercial construction company specializing in reconfigured spacing projects. He also has 10 years expertise in the cannabis industry, specializing in cultivation operations. Pete also consults on many cultivation and manufacturing products throughout the area advising on grow strategies, build-outs, electrical necessities, plumbing, safety, and general contracting needs for the project.



**MANAGING DIRECTOR**

**TIGERTOWN, LLC**

### **Rich Rainone**

Rich served honorably in the United States Marine Corps. As the Staff Non-Commissioned Officer in Charge for Naval Station Newport, he supervised complete support for over 250 Marines in the southern New England area. Most recently, he has managed a boutique insurance firm that provides services to professional athletes, sports promoters, industry networks, and some of the biggest pay per view events in boxing history. Rich also founded Whip Hockey, the first female hockey company to offer a full array of hockey equipment tailor made specifically for female hockey players.



**LEGAL CONSULTANT**

**PRINCE LOBEL**

### **Attorney Daniel Glissman**

Dan concentrates his practice in all matters regarding real property, environmental law, and also has extensive industry expertise in the cannabis field. He advises clients on both medical and adult-use facilities, as well as the process of converting from one form to another. He is a graduate of Suffolk University Law School and worked closely with the law department of the Boston City Council.

# RETAIL FACILITY

## 56 Jackson St.

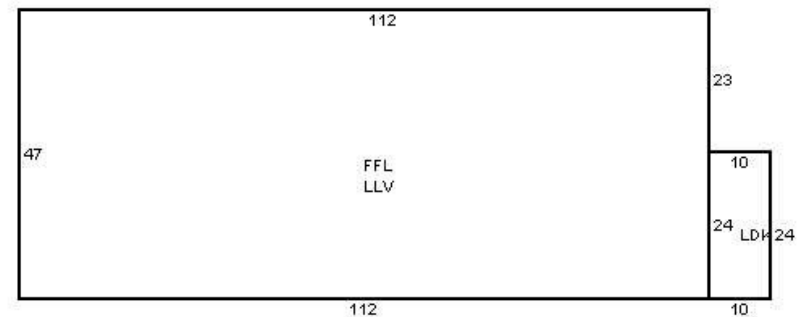
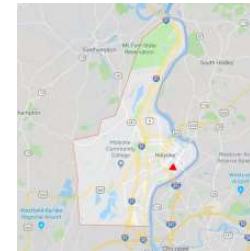
Zoned "Industrial IG"

No Schools within 750 feet of the facility

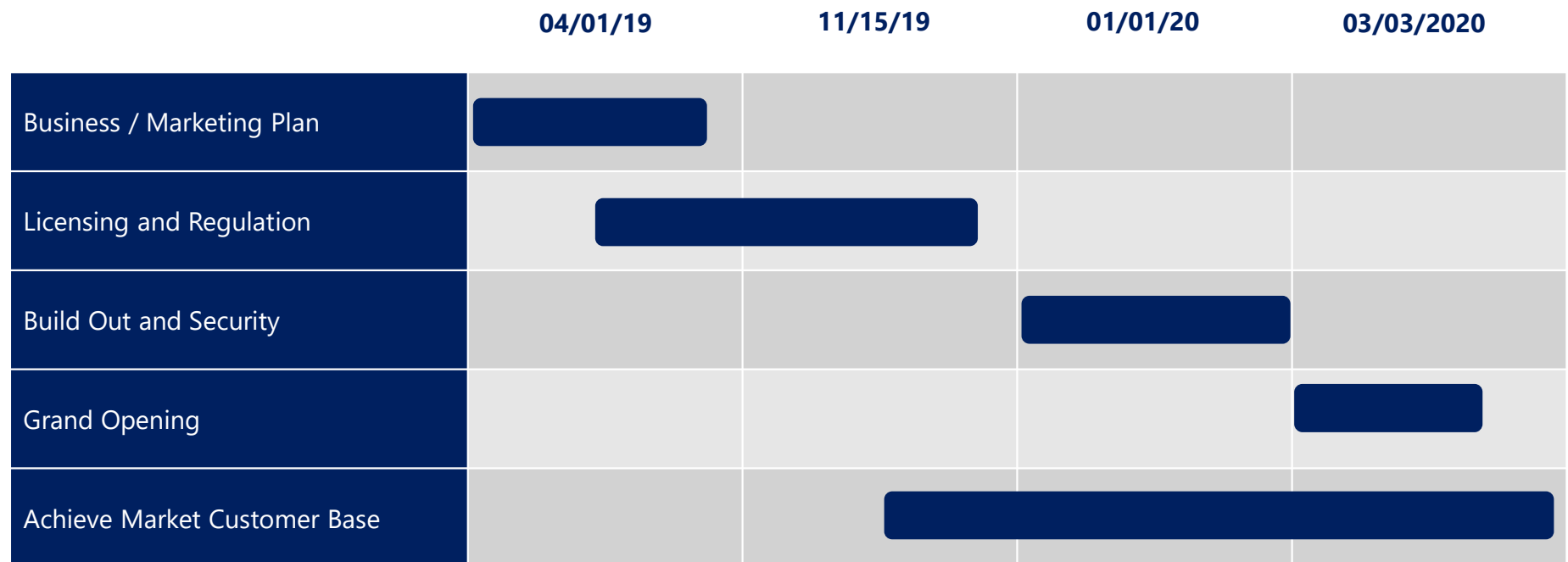
Estimated 5,000 square feet of total work space

Captain Moriarty initial site walk through completed

Councilman Terrence Bernard initial meeting completed



# GROWTH STRATEGY FOR RETAIL FACILITY



# THE CHECKLIST



## ✓ EXTERIOR

- Signage conforms to local / state law
- Location zoned for cannabis activity
- Receiving area is locked and secured
- Cameras are in working order

## ✓ INTERIOR

- Required signs are posted
- Any advertising or signage conforms to local / state law
- Retailer license clearly displayed
- Staff have a clear line of sight to all areas of the location
- List of products and prices available
- All interior security cameras are working

## ✓ PRODUCT

- Products are verified and dispensed according to regulations
- Clear labeling of amount of THC listed on packages
- Child-resistant, opaque and resealable packaging

## ✓ OPERATING REQUIREMENTS

- All local permits up to date and accessible
- All local / state permits are up to date and accessible
- Purchase limits set within local / state law

## ✓ SECURITY

- Presence of a working alarmed security system that provides an auxiliary source of power and signals
- Doors are secured
- Product safely locked away
- Inventory adheres to local / state limits
- Safe is out of sight and secured to floor
- Check ID for every customer to ensure legal age

## ✓ EMPLOYEES

- Follow opening and closing protocols
- Have adequate product training
- Have had criminal background checks
- Are aware of current local / state laws and restrictions
- Offer a consultation to every customer
- Know any impairment in the workplace is not permitted

# ECONOMIC IMPACT

## ESTIMATED NUMBER OF JOBS CREATED

- Number for Retail: 19 Full time / 10 Part time
- Wage Data Range: \$15 counter service - \$60 skilled labor

## ESTIMATED REVENUE TO THE CITY OF HOLYOKE

- Numbers for Retail: Gross Sales \$3,859,983 = (City Sales Tax) \$115,800 + (Town Impact Fee) \$115,800

## GENERAL ECONOMIC AND COMMUNITY IMPACT

- Local Hiring Commitment. We are hoping that many Holyoke residents apply for jobs at our facility.
- We are committed to supporting local charities with monetary donations.
- We will support local business as much as possible for all of our business needs.
- We are occupying a soon to be vacant warehouse space that just due to its sheer size, could potentially be empty for years.
- We hope that our estimated 50 employees will increase sales to the city's local stores, restaurants, and small businesses.
- We hope that our impact fees and local taxes help fund local projects including roads, parks, and education.



**TIGERTOWN, LLC**

**56 JACKSON ST**

**HOLYOKE, MA 01040**

**BAKEDBEANMA@GMAIL.COM**



### **Plan for Obtaining Liability Insurance:**

Tigertown LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

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

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

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

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

## 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, Richard Rainone, (*insert name*) certify as an authorized representative of Tigertown LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Holyoke, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 02/19/2019 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Alex Morse, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke (*insert name of host community*) to certify that the applicant and Holyoke (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 2/19/19 (*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, Richard Rainone, (*insert name*) attest as an authorized representative of Tigertown 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 23, 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 12, 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 16, 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.

**Attachment A**  
**Newspaper Notice**









legal notice

SPR-classified-legals <SPR-class-legals@repub.com>  
To: "bakedbeanma@gmail.com" <bakedbeanma@gmail.com>

Tue, Apr 9, 2019 at 3:02 PM

Hi Chris,

Thanks for taking my call! Notice has been scheduled to run on the 12<sup>th</sup> of April, order # 3110067, cost \$ 227.40.

I did delete the second paragraph, as you do not need to have that information in the notice. (none of the other marijuana notice that I have published included that information and you pay by the line) If you need it in, let me know and I will add it.

I can be reached at 413-788-1297 until 4pm which is the deadline for Friday.

Thank you, Kathy

AdBooker User: kportier DB: SERV Host: SPR-adbasect02

File Edit Searches Format Ad Makeup Options Dummy Toolbars Window Help

4/9/2019 (0003110067-01-1) Ad Content Edit

Advertiser: Rainone, Richard  
Account #: 9549991600RAIN Phone #: 9549991600

Ad Order #: 0003110067 Order Status: Ready  
Order Credit Status: Credit Fail PrePayment Requr

Ads: Number Type Class Loc...  
0003110067-01 Class Loc...

Run Schedule for Selected Ad:  
Product Placement  
LIN/SRT Legal Notice... S...  
Web Legal Notice... S...

Customer Note(s)

LEGAL NOTICE OF  
COMMUNITY OUTREACH  
MEETING REGARDING AN  
ADULT-USE MARIJUANA ES-  
TABLISHMENT PROPOSED  
BY TIGERTOWN LLC  
Notice is hereby given that  
a Community Outreach  
Meeting for TIGERTOWN  
LLC's proposed Marijuana  
Establishment is sched-  
uled for Tuesday, April 23  
at 5:00pm at the Holyoke  
Public Library, 1st Floor  
Board Room, 250 Chestnut  
St, Holyoke, MA 01040. The  
proposed Marijuana Retail-  
er is anticipated to be lo-  
cated at 56 Jackson St,  
Holyoke, MA 01040.  
Community members will  
be permitted, and are en-  
couraged, to ask questions  
and receive answers from  
representatives of  
TIGERTOWN LLC.  
(April 12)

Search for Graphic by Filter by Find Graphic (use % for wildcard) Search

Graphic Preview Available Graphics

New AdOrder Mode Live Order Rainone, Richard, 9549991600RAIN, 954999-1600 No Contracts 0003110067, Portier, Kathleen Not Publish

**Kathy Portier**  
Legal Advertising Department  
The Republican/MassLive.com/EI Pueblo Latino  
1860 Main Street  
Springfield, MA 01103  
Email: classified-legals@repub.com  
Office: 413.788.1297  
Fax: 413.735.1684



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**Attachment B**  
**Municipal Notice**



**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN  
ADULT-USE MARIJUANA ESTABLISHMENT PROPOSED BY TIGERTOWN  
LLC**

Notice is hereby given that a Community Outreach Meeting for TIGERTOWN LLC's proposed Marijuana Establishment is scheduled for Tuesday, April 23 at 5:00pm at the Holyoke Public Library, 1<sup>st</sup> Floor Board Room, 250 Chestnut St, Holyoke, MA 01040. The proposed Marijuana Retailer is anticipated to be located at 56 Jackson St, Holyoke, MA 01040. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of TIGERTOWN LLC.

A copy of this notice is on file with the City Clerk and the Planning Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (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.

CITY OF HOLYOKE  
CITY CLERK'S OFFICE  
2019 APR 16 P 12:08

RECEIVED

**Attachment C**  
**Abutter Notice**

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN  
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### **Plan to Remain Compliant with Local Zoning**

On December 19, 2017, the City Council for the City of Holyoke amended the City's Zoning Ordinance to allow the cultivation, production and dispensing of marijuana for adult-use in the Industrial G (IG) zoning district. Please see the attached zoning ordinance for reference.

Tigertown LLC (the "**Company**"), is proposing to develop and operate a Marijuana Retailer (the "**Marijuana Establishment**") at 56 Jackson Street, Holyoke, MA 01040 (the "**Property**"). The Property is located in the Industrial G zoning district, which permits the operation of the proposed Marijuana Establishment subject to the granting of a Special Permit from the Holyoke City Council pursuant to Section 70.10 of the Holyoke Zoning Ordinance. Please see below for a screenshot of the facility and GIS mapping system overview from the City of Holyoke's GIS database.

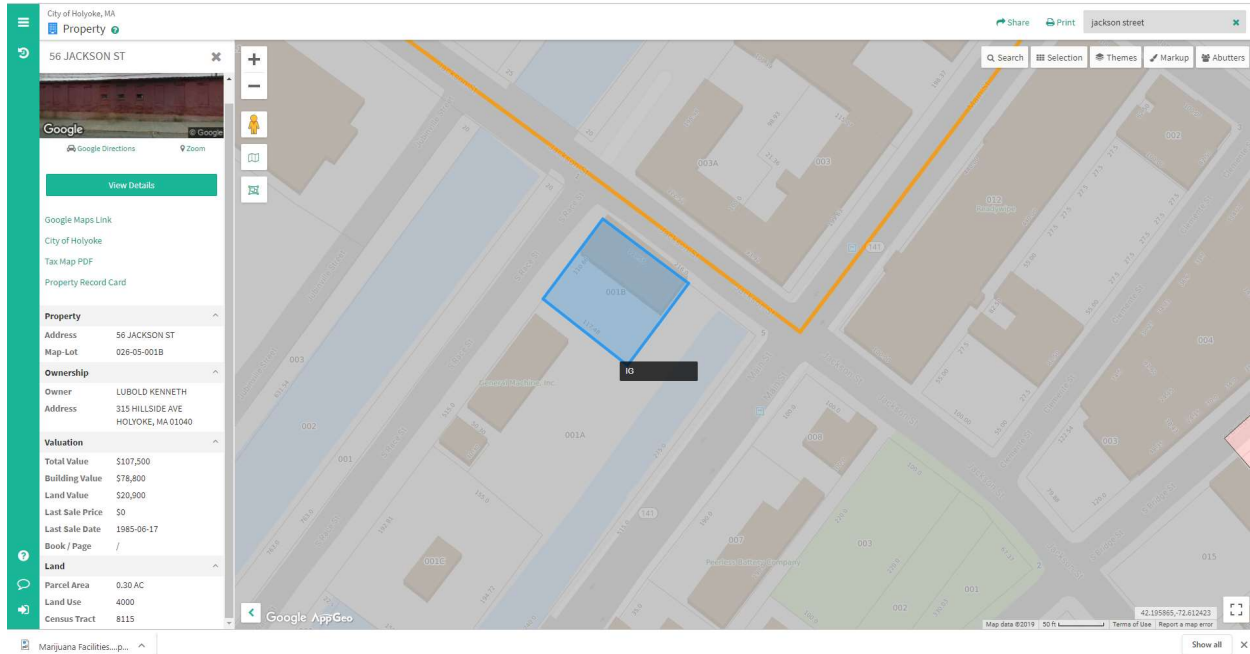
The Property and Marijuana Establishment satisfy local zoning requirements in that the operations (1) will take place at a fixed location, within a fully enclosed building; (2) will not permit outside storage; (3) will not have a gross floor area in excess of 5,000 square feet; (4) will provide proper ventilation; and (4) will only have signage that is in compliance with the Commission and the City of Holyoke regulations. Furthermore, the Marijuana Establishment is not located within a building that contains any residential units, including transient housing such as hotels, motels and dormitories.

The Company has discussed the proposed Marijuana Establishment with City officials, including the officials from the building department and police department and entered into a host community agreement with the City.

The Company plans to continue to work with officials from the City of Holyoke to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and its CEO and founder, Rich Rainone will be responsible for ongoing compliance with local and state rules and regulations.

## City of Holyoke GIS Mapping Site Identification



## Google Map Street View





# City of Holyoke

## IN CITY COUNCIL

Introduced by Councilor Rebecca Lisi

Ordered, that the City Council Ordinance Committee hold a joint public hearing with the Planning Board on the creation of zoning ordinances related to recreational marijuana cultivation and production.

In City Council, August 1, 2017. Received and referred to the Ordinance Committee.

In City Council, on December 5, 2017, the Report of Committee received and the Ordinance passed its first reading.

The Ordinance passed its second reading.

The Ordinance was passed to be enrolled.

The Committee has considered the same and find that it is truly and properly enrolled.

Report of Enrollment received.

The Ordinance was passed to be Ordained and Adopted on a call of the roll of the yeas and nays --Yeas 13--Nays 0--Absent 2 (Lopez, Roman).

VETO BY THE MAYOR.

In City Council, on December 19, 2017, Motion was made and seconded to override the Mayor's Veto.

The report of Committee received and Adopted the motion on a call of the roll of the yeas and nays --Yeas 14--Nays 1 (Roman)--Absent 0.

Brenna M. McLee  
Clerk

Presented to the Mayor	Mayor's Office
For Approval _____, 20	Holyoke, Mass. _____, 20
	Approved
_____ City Clerk	_____ Mayor



# City of Holyoke

## IN CITY COUNCIL

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The Ordinance was passed to be enrolled.

The Committee has considered the same and find that it is truly and properly enrolled.

Report of Enrollment received.

The Ordinance was passed to be Ordained and Adopted on a call of the roll of the yeas and nays --Yeas 13--Nays 0--Absent 2 (Lopez, Roman).

**VETO BY THE MAYOR.**

In City Council, on December 19, 2017, Motion was made and seconded to override the Mayor's Veto.

The report of Committee received and Adopted the motion on a call of the roll of the yeas and nays --Yeas 14--Nays 1 (Roman)--Absent 0.

*Breana M. McKee*  
Clerk

Presented to the Mayor	Mayor's Office
For Approval _____, 20	Holyoke, Mass. _____, 20
_____ City Clerk	Approved _____
	_____ Mayor

# IN THE YEAR TWO THOUSAND AND SEVENTEEN

ONE HUNDRED AND THIRTY-FIFTH AMENDMENT TO APPENDIX A OF THE  
REVISED CODE OF ORDINANCES OF THE CITY OF HOLYOKE,  
MASSACHUSETTS 1997

## AN ORDINANCE

Be it ordained by the City Council of the City of Holyoke as follows:

**SECTION 1.** Appendix A entitled “Zoning” of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

**DELETING:** Section 7-10 in its entirety

**ADDING:** in its place the following:

### **7.10 MARIJUANA FACILITIES**

#### **7.10.1 Purpose.**

It is recognized that the nature of the substance cultivated, processed, tested and/or sold by marijuana establishments have operational characteristics that require they be sited in such a way as to ensure the health, safety, and general well-being of the public. The imposition of reasonable safeguards and regulation of the time, place and manner of marijuana establishments is necessary to advance these purposes.

Subject to the provisions of this Zoning Ordinance, Massachusetts General Laws Chapter 40A, 105 CMR 725.000 and Chapter 94G, marijuana establishments will be permitted to do business within the City of Holyoke that meet state regulations as established by the MA Department of Public Health and Cannabis Control Commission.

Nothing in this Section shall be interpreted as regulating the growing, processing or fabrication of products that are not regulated as a controlled substance by the Massachusetts Cannabis Control Commission and/or the Department of Public Health.

#### **7.10.2 Marijuana Establishments - Definitions**

The following will be defined subcategories of Marijuana Establishments:

Marijuana Manufacturing Establishment (MME): A use operated by an entity duly licensed by the Cannabis Control Commission in accordance with M.G.L. c. 94G or by the MA Department of Public Health in accordance with 105 CMR 725.000, and pursuant to all other applicable state laws and regulations, that cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers or transports marijuana or products containing marijuana.



The cultivation and processing of marijuana in accordance with this definition is considered to be a manufacturing use and is not agriculturally exempt from zoning.

Medical Marijuana Dispensary (MMD): A use operated by an entity registered and approved by the MA Department of Public Health in accordance with 105 CMR 725.000, and pursuant to all other applicable state laws and regulations, also to be known as a medical marijuana treatment center, that that sells, distributes, dispenses, or administers marijuana, products containing marijuana, or related supplies specifically for medical purposes. .

Recreational Marijuana Retail Establishment (RMRE): A use operated by an entity duly licensed by the Cannabis Control Commission in accordance with M.G.L. c. 94G, and pursuant to all other applicable state laws and regulations, that sells, distributes, dispenses, administers or allows for the on-site consumption of marijuana, products containing marijuana, or related supplies for retail sales for non medical purposes.

Marijuana Testing Facility (MTF): An entity duly licensed by the Cannabis Control Commission in accordance with M.G.L. c. 94G, and pursuant to all other applicable state laws and regulations, that tests marijuana and marijuana products, including certification for potency and the presence of contaminants.

### **7.10.3 Applicability**

This Section applies to all marijuana establishments, which include: Marijuana Manufacturing Establishments (MME), Medical Marijuana Dispensaries (MMD), Recreational Marijuana Retail Establishments (RMRE) and Marijuana Testing Facilities (MTF).

### **7.10.4 Permitted Districts**

Any and all marijuana establishments may only be allowed in the IG zone by special permit of the City Council

### **7.10.5 Operational Requirements**

#### **1) Use:**

- a) Marijuana establishments may only use their designated square footage for the purposes of operating such an establishment, as encompassed in this Ordinance.
- b) No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises except at RMRE's, as defined.
- c) Operations, including deliveries to and from any marijuana facility, may not occur within the hours of 8:00 p.m. to 8:00 a.m.

#### **2) Physical Requirements:**

- a) All aspects of marijuana establishment must take place at a fixed location within a fully enclosed building.
- b) No outside storage is permitted.
- c) No MMD or RMRE shall have a gross floor area in excess of 5,000 square feet.

d) Ventilation – all marijuana establishments shall be ventilated in such a manner that no:

- i) pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere
- ii) no odor from marijuana cultivation, processing or consumption can be detected by a person with an unimpaired and otherwise normal sense of smell at any adjoining use or adjoining property to the marijuana establishment.

e) All signage shall comply with 105 CMR 725.00, Cannabis Control Commission regulations and Section 6.4 “Signs.”

3) Location:

- a) A MMD shall not be located in buildings that contain any pharmacy, medical doctor offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana.
- b) A marijuana establishment shall not be located in buildings that contain any residential units, including transient housing such as hotels, motels and dormitories.

4) Issuance/Transfer/Discontinuance of Use:

- a) A special permit shall be valid only for the registered entity to which the approval was issued and only for the site on which the marijuana establishment has been authorized.
- b) A special permit shall be non-transferable and shall have a term limited to the applicant’s ownership or control of the premises as a marijuana establishment.
- c) Permitted marijuana establishments shall file an annual report to the City Clerk’s Office no later than January 31st, providing a copy of all current applicable state licenses for the establishment and/or its owners and demonstrating continued compliance with the conditions of the special permit.
- d) A special permit shall lapse if the applicant ceases operation for a period of 180 days of the marijuana establishment and/or if the applicants’ registration by Department of Public Health or licensure by the Cannabis Control Commission has been revoked, expires, is terminated, is transferred to another controlling entity or is relocated to a new site.
  - i) The applicant shall notify the Zoning Enforcement Officer and City Clerk in writing within 48 hours of such lapse, cessation, discontinuance or expiration.
- e) A marijuana establishment shall be required to remove all material, plants, equipment and other paraphernalia upon registration or licensure revocation, expiration, termination, transfer to another controlling entity or relocation to a new site and any other cessation of operation as regulated by the Department of Public Health or the Cannabis Control Commission. Such removal will be in compliance with 105 CMR 725.105 (J), (O) and regulations from the CCC.

## **7.10.6 APPLICATION PROCEDURE AND REQUIREMENTS**

1) *Application Requirements:* An application for a special permit shall include the following:

- a) The name and address of each owner of the marijuana establishment.
- b) Copies of all required registrations, licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the establishment.
- c) Evidence that the Applicant has site control and right to use the site for a marijuana establishment in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.
- d) A notarized statement signed by the marijuana establishment organization's Chief Executive Officer and corporate attorney disclosing all of its designated owners, including officers, directors, partners, managers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons.
- e) A description of all activities to occur on site, including but not limited to: cultivating and processing of marijuana and marijuana infused products (MIPs), on-site sales, delivery of marijuana and related products to off-site facilities, off-site direct delivery to patients, distribution of educational materials, and other programs or activities.
- f) A written notice from the Chief of Police shall be submitted to the City Clerk stating that an acceptable Security Plan has been reviewed and approved. The Security Plan shall include the location and details of all security measures for the site, including but not limited to lighting, fencing, gates, waste disposal, alarms and similar measures ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.
- g) Details of all proposed exterior security measures for the marijuana establishment.
- h) A Development Impact Statement containing all the information required under Section 10.1.6 (1) of the Zoning Ordinance.
- i) A Traffic Impact Statement containing all of the information required under Section 10.1.6 (2) of the Zoning Ordinance.
- j) A special permit fee in the amount of \$500.00.

2) *Site Plan:* The special permit application shall include a Site Plan prepared by a Massachusetts registered Architect, Landscape Architect, Professional Engineer or other appropriate design professional. The site plan shall include the following components and information:

- a) **Locus Plan.** A locus plan showing the entire proposed development and its relation to existing areas, buildings and roads for a distance of 300 feet from the boundaries of the proposed development or such other distance as may be approved or required by the City Council. The plan shall also show all contiguous land owned by the applicant or by the owner of the property which is the subject of the application.

b) **Improvements Plan.** A plan depicting all existing and proposed buildings, driveways or roads, parking areas, service areas, refuse collection areas, sidewalks, paths, landscaping etc.

c) **Building Plan.** A detailed floor plan showing square footages for each use within the marijuana establishment.

d) **Details.** Detail sheets including, but not limited to, pavement markings, lighting fixtures, fencing, dumpster enclosures, signage (temporary and permanent), and any site improvements included in plans (a) -- (c) above.

3) *Review Procedure:* upon receipt of an application, the City Clerk shall forward a copy for review and comment to Building Department, Fire Department, Police Department, Engineering Department, Water Department, Board of Health, Planning Board and the Stormwater Authority and Conservation Commission if applicable. The Departments shall review the application and provide comments back to the City Council within twenty-one (21) calendar days. City Council shall, if needed, confer with the Public Safety Committee for review and comment.

4) *New construction:* in cases of new construction, in addition to the requirements of this Section, see Section 10.0 SITE PLAN REVIEW of the Holyoke Zoning Ordinance. The Applicant may need to file with the Stormwater Authority, a Stormwater Management Permit Application, per the Stormwater Regulations.

#### **7.10.7 FINDINGS**

1) In addition to the standard Findings for a Special Permit under Section 9.3.2, the City Council must also find all the following:

a) That the marijuana establishment is designed to minimize any adverse impacts on abutters and other parties in interest.

b) That the marijuana establishment demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations.

c) That the applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Ordinance.

d) That the marijuana facility project meets a demonstrated need of the community.

e) That the marijuana establishment provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of marijuana product is adequately secured.

f) That the marijuana establishment adequately addresses issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the establishment, and its impact on neighboring uses.

#### **7.10.8 Enforcement**

Any violation of this Section shall be enforced in accordance with Section 9-1 of the Zoning Ordinance.

**SECTION 2.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 3.** This ordinance shall take effect on the date of passage.

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Crystal Barnes", written over a horizontal line.

Crystal Barnes  
Assistant City Solicitor

# IN THE YEAR TWO THOUSAND AND SEVENTEEN

ONE HUNDRED AND FORTY-FIRST AMENDMENT TO APPENDIX A OF THE  
REVISED CODE OF ORDINANCES OF THE CITY OF HOLYOKE,  
MASSACHUSETTS 1997

## AN ORDINANCE

Be it ordained by the City Council of the City of Holyoke as follows:

**SECTION 1.** Section 4-3 entitled "Table of Principal Uses" of Appendix A entitled "Zoning" of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, 1997, as amended, is hereby further amended by the following:

### ADDING:

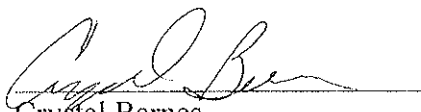
A new line 12 under Exempt & Institutional Uses as shown below.

PRINCIPAL USE	RA	R1	R1A	R2	RM-LD	RM20	RM40	RM60	RO	DR	BL	BC	B	GB	H	BE	IG	WM	IP	OP	SC
C. Commercial Uses																					
<b>37. Marijuana Facilities</b>	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	CC	N	N	N	N

**SECTION 2.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 3.** This ordinance shall take effect on the date of passage.

APPROVED AS TO FORM:

  
Crystal Barnes  
Assistant City Solicitor



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001363642

**1. The exact name of the limited liability company is:** TIGERTOWN LLC

**2a. Location of its principal office:**

No. and Street: 56 JACKSON STREET  
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

No. and Street: 56 JACKSON STREET  
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

RETAIL SHOP

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: RICHARD RAINONE  
 No. and Street: 56 JACKSON STREET  
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RICHARD RAINONE	56 JACKSON STREET HOLYOKE, MA 01040 USA
MANAGER	RICHARD RAINONE	56 JACKSON STREET HOLYOKE, MA 01040 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
-------	--	---

**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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RICHARD RAINONE	56 JACKSON STREET HOLYOKE, MA 01040 USA
REAL PROPERTY	RICHARD RAINONE	56 JACKSON STREET HOLYOKE, MA 01040 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of January, 2019,**  
**RICHARD RAINONE**

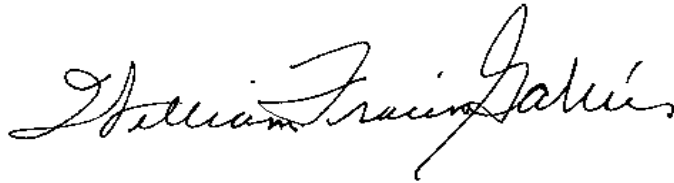
*(The certificate must be signed by the person forming the LLC.)*



THE COMMONWEALTH OF MASSACHUSETTS

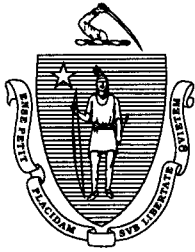
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

January 15, 2019 11:52 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

May 13, 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

**TIGERTOWN LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 15, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation 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:  
**RICHARD RAINONE**

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

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



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

# Tigertown LLC

## OPERATING AGREEMENT

### A Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT of Tigertown LLC (the "Company") is made effective as of the 25<sup>th</sup> day of July, 2019 by and between Rich Rainone as the Manager of the Company (the "Manager"), and the person executing this agreement as the sole member of the Company (the "Member").

NOW THEREFORE the Member, the Manager and the Company agree as follows:

### ARTICLE 1 - DEFINED TERMS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the terms defined in this Article shall, for the purposes of this Agreement, have the meanings herein specified.

(a) "Act" means the Massachusetts Limited Liability Company Act, as the same may be amended from time to time (M.G.L. c. 156C).

(b) "Certificate" means the Certificate of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company pursuant to the Act.

(c) "Code" means the United States Internal Revenue Code of 1986, as amended from time to time, or any corresponding Federal tax statute enacted after the date of this Agreement.

(d) "Person" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

(e) "Profits" or "Losses" means, for each fiscal year, an amount equal to the Company's taxable income or loss for such fiscal year, determined in accordance with Section 703, 704 and 705 of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with such adjustments as are required by the Code or are deemed necessary or desirable by the Manager.

(f) "Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

### ARTICLE 2 - FORMATION AND TERM

Section 2.1 Formation. The Member and the Company agree to form the Company as a limited liability company pursuant to the provisions of the Act, and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein. The Manager shall execute, deliver and file the Certificate and any and all amendments thereto and restatements thereof.

Section 2.2 Term. The term of the Company shall commence on the date the Certificate is filed with the Massachusetts Secretary of State's Office, and shall continue until the Company is dissolved in accordance with the provisions of this Agreement and the Act.

Section 2.3 Registered Agent and Office. The Company's registered agent and office shall be Richard Rainone, 56 Jackson Street, Holyoke, MA 01040. At any time, the Manager may designate

another registered agent and/or registered office.

Section 2.4 Principal Place of Business. The principal place of business of the Company shall be located at 56 Jackson Street, Holyoke, MA 01040. At any time, the Manager may change the location of the Company's principal place of business.

Section 2.5 Purpose. The purpose of the Company shall be to engage in the retail sale of cannabis, and to engage in any all business in which a Massachusetts limited liability company is authorized to engage.

### **ARTICLE 3 - MEMBER**

Section 3.1 Powers of Member. No Member shall have any power with regard to the management of the Company except pursuant to the express terms of this Agreement.

Section 3.2 Distributions. Distributions to the Member shall be made as, if and when the Manager determine(s) that such distributions are appropriate in his/her/their sole discretion.

### **ARTICLE 4 - CAPITAL ACCOUNTS, CONTRIBUTIONS AND ALLOCATIONS**

Section 4.1 Capital Accounts. A Capital Account shall be established and maintained for the Member. The Capital Account of the Member shall be maintained in accordance with Code Section 704(b) and the regulations issued thereunder. The Member has made a Capital Contribution to the Company and shall have initial Capital Account balances equal to the amount of his/her/its Capital Contribution.

Section 4.2 Profits and Losses. Profits and losses shall be allocated in a manner complying with the requirements of Code Sections 704, 705 and 706 and the Treasury Regulations thereunder.

Section 4.3 Member's Interest. The Member has no interest in specific Company property, unless and until distributed to such Member.

Section 4.4 Status of Capital Contributions. The Member shall not be required to lend any funds or make Capital Contributions to the Company or to make any additional Capital Contributions to the Company.

### **ARTICLE 5 - MANAGEMENT**

Section 5.1 Management of the Company. The Company shall be managed exclusively by the Manager. The Manager shall have full, sole and exclusive and complete discretion, right, power, and authority to manage, control and make all decisions affecting the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company on the terms provided herein, deemed by the Manager to be necessary or appropriate to effectuate the business, purposes and objectives of the Company as set forth in this Agreement. The Manager, with the consent of the Member, may amend this Agreement. A Manager may resign by giving at least five (5) days written notice to all of the Members. A Manager may be removed by the Member by an instrument in writing.

Section 5.2. Limitation of Liability. Except to the extent that the Massachusetts General Laws prohibits the elimination or limitation of liability of Manager for breaches of fiduciary duty, no Manager shall be personally liable to the Company or its Member for monetary damages for any breach of fiduciary duty as a Manager, officer or agent of the Company, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any Manager for or with respect to any acts or omissions occurring prior to such amendment.

Section 5.3 Indemnification. The Company shall, to the fullest extent permitted by law, indemnify any Manager made, or threatened to be made, a party to an action or proceeding, whether

criminal, civil, administrative or investigative, by reason of being a Manager, officer or agent of the Company or any predecessor entity, provided, however, that the Company shall indemnify any such director or officer in connection with a proceeding initiated by such Manager, officer or agent only if such proceeding was authorized by the Members of the Company.

(a) The indemnification provided for in this Section 5.3 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under this Agreement or any other agreement or vote of members or disinterested managers or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a Manager, officer or agent of the Company, and (iii) inure to the benefit of the heirs, executors and administrators of a person who has ceased to be a Manager, officer or agent of the Company. The Company's obligation to provide indemnification under this Section 5.3 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Company or any other person.

(b) Expenses incurred by a Manager, officer or agent of the Company of the Company in defending a civil or criminal action, suit or proceeding by reason of the fact that he or she is or was a Manager, officer or agent of the Company shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Manager, officer or agent of the Company to repay such amount if it shall ultimately be determined that applicable law requires that he or she not be indemnified by the Company. Notwithstanding the foregoing, the Company shall not be required to advance such expenses to a Manager, officer or agent of the Company who is a party to an action, suit or proceeding brought by the Company that alleges willful misappropriation of corporate assets, disclosure of confidential information or any other willful and deliberate breach by such Manager, officer or agent of the Company of his or her duty to the Company or its members.

(c) The foregoing provisions of this Section 5.3 shall be deemed to be a contract between the Company and each Manager, officer or agent who serves in such capacity at any time while this Agreement is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

Section 5.4 Reliance by Third Parties, Apparently Authority. Any person dealing with the Company may rely on a certificate signed by the Manager as to any of the following: (i) the identity of the Members and Manager hereunder; (ii) the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Manager or the Members or are in any other manner germane to the affairs of this Company; (iii) whether a specified Person is authorized to execute and deliver any instrument or document of the Company; (iv) the authenticity of any copy of this Agreement and amendments thereto; or (v) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member or Manager.

## ARTICLE 6 - BOOKS AND RECORDS

Section 6.1 Books and Records. At all times during the continuance of the Company, the Company shall maintain at its registered office and principal place of business all records and materials the Company is required to maintain at such location under the Act.


## ARTICLE 7 - DISSOLUTION, LIQUIDATION AND TERMINATION

Section 7.1 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events: (a) upon the election of the Member; (b) the entry of a decree of judicial dissolution under the Act; or (d) the sale or disposition of all or substantially all of the property of the Company.

Section 7.2 Liquidation. Upon dissolution of the Company, the Manager shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, have been distributed to the Members in the manner provided for in this Article and the Certificate has been cancelled in the manner required by the Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

SOLE MEMBER:

  
\_\_\_\_\_  
Rich Rainone

MANAGER:

  
\_\_\_\_\_  
Rich Rainone



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TIGERTOWN LLC  
56 JACKSON ST  
HOLYOKE MA 01040-5592

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

The Commissioner of Revenue certifies that, as of the date of this certificate, TIGERTOWN 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?***

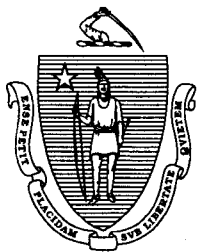
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://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

June 28, 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

**TIGERTOWN LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 15, 2019**.

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

I also certify that the names of all managers listed in the most recent filing are:  
**RICHARD RAINONE**

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

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



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



## *Tigertown LLC*

### **Diversity Plan**

Grass Appeal LLC (the “**Company**”) is currently one hundred percent (100%) owned by veterans and as such understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities and L.G.B.T.Q. +, in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and i.e. L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

#### **Goals:**

- (1) The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and L.G.B.T.Q. +. As the Company hires new employees, it shall be a goal of the Company to increase the number of individuals employed by the Company that fall within the aforementioned target demographics by **10% of the number of jobs added, or a minimum of 1 job**, whichever is greater. Further breakdown of this 10% would be 2% minorities, 2% women, 2% veterans, 2% people with disabilities, and 2% L.G.B.T.Q. +.
- (2) It shall be a goal of the Company to offer **advancement to management and executive positions internally**, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
- (3) The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force for Massachusetts are as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, and Veterans 7%<sup>1</sup>.**
- (4) It shall be a goal of the Company to ensure that all of its employees receive **training on diversity and sensitivity**.

#### **Programs:**

To the extent reasonably practicable, the Company shall Implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** prior to opening any of its Marijuana Establishments in newspapers of general circulation such as the **Worcester Telegram and**

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<sup>1</sup> <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

## *Tigertown LLC*

*Gazette* and post a notice at the municipal offices in *Worcester three (3) months* prior to opening. The aforementioned notices will state that the Company is specifically looking for women, minorities, or persons with disabilities to work for the Company. The Company also intends to advertise its job openings through *MassHire*.

- In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer *100% of the Company's opportunities for* advancement internally.
- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet *quarterly* to review and assess the Company's hires and hiring practices. *Meeting Minutes* will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that employees receive education on diversity, implicit biases and sensitivity within the *first ninety (90) days of employment and once annually thereafter.*

### **Measurements:**

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(7)(k) and this Diversity Policy. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

## *Tigertown LLC*

The Company affirmatively states that: (1) it has reached out to MassHire to confirm that it can post job offers through that organization; (2) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.

This policy may also be referred to by the Company as the “**Diversity Plan**”.

## *Tigertown LLC*

### **Maintaining of Financial Records**

Tigertown LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it shall immediately disclose the information to the Commission;
  - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

## *Tigertown LLC*

- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

## *Tigertown LLC*

### **Personnel Policies Including Background Checks**

Tigertown LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
  - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
  - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - c. 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 Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.
- (8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.

## *Tigertown LLC*

- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
- a. be 21 years of age or older;
  - b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
  - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
- a. the full name, date of birth, and address of the individual;
  - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
  - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
  - d. an attestation that the individual will not engage in the diversion of marijuana products;
  - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
  - f. background information, including, as applicable:
    1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
    2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

## *Tigertown LLC*

3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“**DCJIS**”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“**CORI**”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
  - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.



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- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

### **Personnel Record Keeping**

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;

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- f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  4. Personnel policies and procedures; and
  5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

### **Staffing Plan:**

#### Executive Level:

- CEO;
- CFO; and
- COO.

#### Management Level:

- Sales Manager; and
- Security Manager.

#### Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;

#### Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

## *Tigertown LLC*

### **Employee Qualifications and Training**

Tigertown LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a three (3) hour Responsible Vendor Program under 935 CMR 500.105(2)(b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission. It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. All owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training program.
2. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor training program within ninety (90) days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
5. The Company shall maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training shall include:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and
  - d. Recognizing the signs of impairment.

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- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
  - a. How to check identification;
  - b. Spotting false identification;
  - c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission;
  - d. Provisions for confiscating fraudulent identifications; and
  - e. Common mistakes made in verification.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - a. Local and state licensing and enforcement;
  - b. Incident and notification requirements;
  - c. Administrative and criminal liability;
  - d. License sanctions;
  - e. Waste disposal;
  - f. Health and safety standards;
  - g. Patrons prohibited from bringing marijuana onto licensed premises;
  - h. Permitted hours of sale;
  - i. Conduct of the Marijuana Establishment;
  - j. Permitting inspections by state and local licensing and enforcement authorities;
  - k. Licensee responsibilities for activities occurring within licensed premises;
  - l. Maintenance of records;
  - m. Privacy issues; and

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- n. Prohibited purchases and practices.
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

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

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

## *Tigertown LLC*

### **Quality Control and Testing for Contaminants**

#### Testing of Marijuana

Tigertown LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

The Company is not proposing to cultivate or produce its own products at this time. The Company intends to obtain all of its products from other duly licensed Marijuana Establishments.

The Company shall ensure that all marijuana and marijuana products sold at its Marijuana Establishment have been tested by an Independent Testing Laboratory that tests the marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of the Company’s environmental media (*e.g.*, soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission, as applicable.

The Company shall ensure that all marijuana and marijuana products have been tested for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company’s *Transportation Policy* and 935 CMR 500.105(13).

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All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

### Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies (as applicable to its Marijuana Retail License):

- (a) To the extent applicable the Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
  1. Well cured and generally free of seeds and stems;
  2. Free of dirt, sand, debris, and other foreign matter;
  3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
  4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
  5. Packaged in a secure area.
- (b) The Company shall comply with the following sanitary requirements:
  1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
  2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
    - i. Maintaining adequate personal cleanliness; and

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- ii. 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. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;



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12. Plumbing shall 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 shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
  13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
  14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
  15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
  16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

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### **Record Keeping Procedures**

(COMPANY NAME) (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. 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;
    - v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor and eight (8) hour related duty training.

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- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  - d. Personnel policies and procedures; and
  - e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

## *Tigertown LLC*

### **Restricting Access to Age 21 and Older**

Tigertown LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

Currently, the Company is only applying for a Marijuana Retailer license at this location. Should the Company ultimately apply for, and be licensed as, a Medical Marijuana Treatment Center, thus permitting the sale of medical marijuana then it shall be a policy of the Company that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

If the Company is licensed for the sale of medical marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

## *Tigertown LLC*

### **Separating Recreational from Medical Operations**

Currently, Tigertown LLC (the “**Company**”) is only applying for a Marijuana Retailer license at this location.

Should the Company ultimately apply for, and be licensed as, a Medical Marijuana Treatment Center, thus permitting the sale of Medical Marijuana then it shall be a policy of the Company that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

If the Company is licensed for the sale of medical marijuana, then it shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

The Company shall physically separate medical and adult-use sales areas. Subject to final approval by the Commission, such separation shall be provided by a temporary or semi-permanent physical barrier, such as a stanchion, that adequately separates sales areas of marijuana or marijuana products for medical use from sales areas of marijuana or marijuana products for adult use for the purpose of patient confidentiality.

The Company shall provide for separate lines for sales of marijuana or marijuana products for medical use from marijuana or marijuana products for adult use within the sales area, provided, however, that the holder of a medical registration card shall be permitted to use either line and shall not be limited only to the medical use line so long as compliance with 935 CMR 501.105(5)(d) can be maintained.

The Company shall adopt separate accounting practices at the point-of-sale for medical and adult-use sales and implement procedures for virtual, i.e. electronic, separation of medical and adult use marijuana and marijuana products, which procedures shall be subject to the Commission’s approvals, but may include the use of plant or package tags in the seed-to-sale tracking system.

## *Tigertown LLC*

The Company shall additionally provide a patient consultation area, an area that is separate from the sales floor to allow for confidential visual and auditory consultation with qualifying patients. Such consultation area shall have signage stating “Consultation Area”, be separate from the sales area, and accessible by a qualifying patient or caregiver without having to traverse a limited access area.

The Company shall also use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

Pursuant to 935 CMR 500.140(10) and 935 CMR 502.140(9) the Company shall, as a co-located Medical Marijuana Treatment Center and Marijuana Establishment (together a “Co-located Marijuana Establishment” or “CMO”), strive to ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 935 CMR 501.000: Medical Use of Marijuana.

The Company shall implement the following policies and procedures in furtherance of this policy:

12. The Company shall maintain a quantity and variety of marijuana products for patients registered under 935 CMR 501.000 that is sufficient to meet the demand indicated by an analysis of sales data for the preceding six (6) months as collected and recorded pursuant to 935 CMR 500.140(6) and its *Record Retention Policy*, which policy shall be incorporated herein by reference.
13. On a bi-annual basis, the Company shall maintain and provide to the Commission, accurate sales data collected by the it for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 502.140(9)
14. Marijuana products reserved for patient supply shall, unless determined to be unreasonably impracticable by the Company, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If the Company determines that a product must be discontinued, or it is unreasonably impracticable to continue to stock those products, a reasonable substitution shall be made pursuant to this policy. In the event that a substitution must be made, the substitution shall reflect, as closely as reasonably practicable, the type and strain no longer available.
15. On a quarterly basis, the Company shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, the Company shall submit a report to the Commission in a form determined by the Commission.
16. Marijuana products reserved for patient supply shall be either maintained on site at the retailer or easily accessible at another Company location.

## *Tigertown LLC*

17. If a Marijuana product, reserved for patient supply, has been exhausted and the reserves are available, but maintained at another Company location, an adequate amount of reserved product shall be transferred to the retail location within 48 hours of notification that the on-site supply has been exhausted. Company shall perform audits of patient supply available at its Marijuana Retailer locations on a weekly basis and retain those records for a period of six months.
18. All records and reports produced by the Company shall be available for Commission inspection at any time.
19. If deemed appropriate by the Company staff or management, the Company shall transfer marijuana products reserved for medical use to adult use within a reasonable period of time prior to the date of expiration, provided that the product does not pose a risk to health or safety.

This policy may also be referred to by the Company as the “**Policy for Separating Recreational from Medical Operations**”.

## *Tigertown LLC*

### **Plan for Positive Impact**

Tigertown LLC (the “**Company**”) is a veteran owned and operated business. Accordingly, it intends to focus its positive impact efforts on veteran groups that impact other areas of disproportionate impact as identified by the Commission. The Company has identified, and plans to focus its efforts in the disproportionately impacted areas of Worcester, and more specifically the following census tract numbers in Worcester County: 730200; 730500; 731002; 731203; 731204; 731300; 731400; 731500; 731700; 731800; 732302; 732400; 732700; and 733000 and Holyoke (together, the specific census tracts in Worcester and Holyoke are hereinafter referred to as the “**Target Areas**”). Accordingly, the Company intends to focus its efforts in the Target Areas and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

The Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

#### **Goals:**

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, **at least 25% of its employees** from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
2. Contribute a minimum of **forty (40) hours** of volunteer time to charitable groups serving the Target Areas; and
3. Contribute a minimum of **Ten Thousand and 00/100 Dollars (\$10,000.00)** to charitable groups serving the Target Areas and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions.

#### **Programs:**

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post **monthly notices** for at least **three (3) months** prior to opening at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, **the Worcester Telegram and Gazette and the Republican**, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.



## *Tigertown LLC*

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that it will meet its volunteering goals, the Company will encourage its employees to volunteer by providing work related incentives such as 2-4 paid volunteer days with charitable groups serving the Target Areas, such as Project New Hope.
3. In an effort to ensure that it will meet its contribution goals, the Company has met with representatives from Project New Hope and confirmed their willingness to work with the Company.

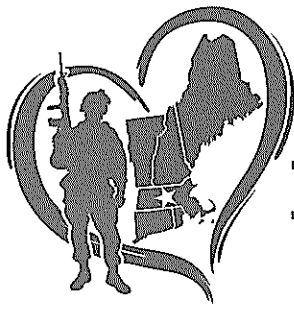
The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4) with respect to accomplishing the foregoing goals. The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

### **Annual Review:**

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions; and
2. Identify the amount of volunteer support as well as the amount of charitable donations the Company has made during the positive impact plan year, and to which organizations those donations went (documentation from said charities about whether or not they serve the Target Areas or other areas of disproportionate impact, or residents with previous drug convictions, will be available for inspection by the Commission upon request).

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



# Project New Hope INC.

Where Veterans  
Rebuild With Honor

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70 JAMES STREET, SUITE 157 • WORCESTER, MA 01603 • 508-762-9738 • FAX 508-304-9245  
WWW.PROJECTNEWHOPEMA.ORG

Rich Rainone  
Tigertown LLC  
56 Jackson St  
Holyoke, MA 01040

May 11, 2019

Mr. Rainone,

Thank you, for contacting Project New Hope Inc.

We acknowledge that we understand that you are an adult use cannabis company and that we will accept donations from Tigertowne LLC.

Regards,

**William H. (Bill) Moore | Executive Director**  
**United States Air Force | Veteran**  
Office: 508-762-9738

Email: Executive Assistant Susan Wilder: [smwilder@projectnewhopema.org](mailto:smwilder@projectnewhopema.org)