



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

**License Number:** MR282350  
**Original Issued Date:** 02/18/2020  
**Issued Date:** 01/14/2021  
**Expiration Date:** 02/18/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

**Business Legal Name:** M3 Ventures, Inc.

**Phone Number:** 617-686-5185  
**Email Address:** lianne@mm-ma.org

**Business Address 1:** 9 Collins Avenue  
**Business City:** Plymouth  
**Business State:** MA  
**Business Zip Code:** 02360  
**Business Address 2:**  
**Mailing Address 1:** 9 Collins Avenue  
**Mailing City:** Plymouth  
**Mailing State:** MA  
**Mailing Zip Code:** 02360  
**Mailing Address 2:**

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

**Certified Disadvantaged Business Enterprises (DBEs):** Not a DBE

### PRIORITY APPLICANT

**Priority Applicant:** yes  
**Priority Applicant Type:** RMD Priority  
**Economic Empowerment Applicant Certification Number:**  
**RMD Priority Certification Number:** RP201874

### RMD INFORMATION

**Name of RMD:** M3 Ventures, Inc.  
**Department of Public Health RMD Registration Number:** 29  
**Operational and Registration Status:** Obtained Final Certificate of Registration and is open for business in Massachusetts  
**To your knowledge, is the existing RMD certificate of registration in good standing?:** no  
**If no, describe the circumstances below:** The existing RMD anticipates being subject to a probationary period through December 31, 2019, subject to the Commission's approval on 8.8.19. The probationary period relates to a previously issued cease and desist order from the CCC, which the CCC rescinded on April 18, 2019 (Case No. RMD-018-1).

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

**Person with Direct or Indirect Authority 1**

**Percentage Of Ownership:** **Percentage Of Control:** 33

Role: Board Member      Other Role: Also President, Compliance Officer, General Counsel and Clerk

First Name: Krista      Last Name: Ankner      Suffix:

Gender: Female      User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership:      Percentage Of Control: 33

Role: Board Member      Other Role: Also Chief Executive Officer and Treasurer

First Name: Jonathan      Last Name: Herlihy      Suffix:

Gender: Male      User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership:      Percentage Of Control:

Role: Executive / Officer      Other Role:

First Name: Kevin      Last Name: O'Reilly      Suffix:

Gender: Male      User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership:      Percentage Of Control:

Role: Manager      Other Role:

First Name: Keith      Last Name: Tibbetts      Suffix:

Gender: Male      User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership:      Percentage Of Control:

Role: Other (specify)      Other Role: Provides financial management services pursuant to the Management Agreement between Triple M and M3 Ventures (is a Triple M employee).

First Name: Elizabeth      Last Name: Nowlan      Suffix:

Gender: Female      User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership:      Percentage Of Control:

Role: Manager      Other Role:

First Name: Renee      Last Name: Pannoni      Suffix:

Gender: Female      User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: Percentage Of Control:

Role: Manager

Other Role:

First Name: Michael

Last Name: Kinnealey Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 8

Percentage Of Ownership: Percentage Of Control: 33

Role: Board Member

Other Role:

First Name: Alicia

Last Name: Wyman Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 9

Percentage Of Ownership: Percentage Of Control:

Role: Manager

Other Role:

First Name: Brian

Last Name: Higgins Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 10

Percentage Of Ownership: Percentage Of Control:

Role: Manager

Other Role:

First Name: Vincent

Last Name: Villalpando Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 11

Percentage Of Ownership: Percentage Of Control:

Role: Other (specify)

**Other Role:** Dr. Thomas is an investor in Triple M Management Company, which is the management company that provides management items and services and financing to the Applicant. He has an 8% interest in Triple M Management Company. He has also loaned \$1,000,000 to the Applicant towards its initial capital. He serves as a passive investor, but the combined total of his investment in Triple M Management Company and the individual loan to the Applicant exceeds 10% of the total initial capital for the Applicant.

First Name:

Last Name: Thomas

Suffix:

John

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity:

## ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

### Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: Triple M Management Company, LLC

Entity DBA:

DBA

City:

**Entity Description:** A management company providing turn key build-out of marijuana cultivation and processing facilities and retail dispensary storefronts, ongoing management items and services and start-up financing. Triple M Management Company, LLC's sole customer is M3 Ventures, Inc.

**Foreign Subsidiary Narrative:**

Entity Phone:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

**Relationship Description:** M3 Ventures, Inc. (Applicant) entered into a Management Agreement (Management Agreement) with Triple M Management Company, LLC (Triple M). Under the Management Agreement, Triple M provides the Applicant with (1) turn-key build-out of the Applicant's Cultivation/Processing Facility and retail dispensary locations for its 2 RMD retail locations and its adult use locations (Dispensaries); and (2) all necessary equipment and supplies to operate the Cultivation/Processing facility and the Dispensaries; (3) day-to-day financial management; and (4) intellectual property and consulting regarding the cultivation and processing of marijuana, including the provision of individuals to the Applicant to cultivate and process marijuana (who provide such services as Registered Agents of the Applicant). In exchange for these items and services, Triple M receives a management fee equal to 18% of the Applicant's sales and reimbursement for reimbursable products, and the management fee is subject to adjustment based on an annual audit by a third party appraiser. Triple M has also provided the Applicant financing in the amount of a \$1.39M loan and a line of credit in the amount of \$3.5M, both which bear interest at 8%. The Applicant also leases space from Triple M for its Cultivation/Processing Facility and Dispensaries. Triple M's day to day authority over the Applicant is limited: financial management is subject to the Applicant approval and the employees it makes available to the Applicant to cultivate and process does not give authority by Triple M to manage the Applicant's cultivation and processing as while providing such services to the Applicant they are under the direct control and supervision of the Applicant as Registered Dispensary agents of the Applicant. The Applicant is Triple M's sole customer.

### Entity with Direct or Indirect Authority 2

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: John V. Thomas Revocable Trust

Entity DBA:

DBA

City:

**Entity Description:** Trust which holds an ownership interest in Triple M Management Company, LLC, the entity which provides turn-key management items and services to the Applicant.

**Foreign Subsidiary Narrative:**

Entity Phone:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

**Relationship Description:** The Trust is an investor in Triple M Management Company, which is the management company that provides management items and services and financing to the Applicant. The Trust has an 8% interest in Triple M Management Company. The Trust serves as a passive investor in Triple M Management Company, but the combined total of the Trust investment in Triple M Management Company coupled with the grantor's (John V Thomas) individual loan to the Applicant exceeds 10% of the total initial capital for the Applicant.

## CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Krista Last Name: Ankner Suffix: Esq

Describe the nature of the relationship this person has with the Marijuana Establishment: Ms. Ankner is a member of the Board of Directors and is the President, General Counsel, Compliance Officer and Clerk of the Applicant.

Close Associates or Member 2

First Name: Jonathan Last Name: Herlihy Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Herlihy is a member of the Board of Directors and is the CEO and Treasurer of the Applicant.

Close Associates or Member 3

First Name: Kevin Last Name: O'Reilly Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. O'Reilly is the Chief Operating Officer of the Applicant.

Close Associates or Member 4

First Name: Keith Last Name: Tibbetts Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Tibbetts is the Director of Processing of the Applicant.

Close Associates or Member 5

First Name: Elizabeth Last Name: Nowlan Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Pursuant to the Management Agreement between the Applicant and Triple M Management Company (Triple M), Ms. Nowlan provides day-to-day financial management services for the Applicant. She is an employee of Triple M.

Close Associates or Member 6

First Name: Renee Last Name: Pannoni Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Ms. Pannoni is the Manager of the Mashpee Retail Dispensary of the Applicant.

Close Associates or Member 7

First Name: Michael Last Name: Kinnealey Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Kinnealey is the Manager of the Plymouth Retail Dispensary of the Applicant.

Close Associates or Member 8

First Name: Alicia Last Name: Wyman Suffix: Esq

Describe the nature of the relationship this person has with the Marijuana Establishment: Ms. Wyman is a member of the Applicant's Board of Directors.

Close Associates or Member 9

First Name: Brian Last Name: Higgins Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Higgins is the Cultivation Business Manager for the Applicant.

Close Associates or Member 10

First Name: John Last Name: Thomas Suffix: MD

Describe the nature of the relationship this person has with the Marijuana Establishment: Dr. Thomas is an investor in Triple M Management Company, which is the management company that provides management items and services and financing to the Applicant. He has an 8% interest in Triple M Management Company. He has also loaned \$1,000,000 to the Applicant towards its initial capital. He serves as a passive investor, but the combined total of his investment in Triple M Management Company and the individual

loan to the Applicant exceeds 10% of the total initial capital for the Applicant.

#### Close Associates or Member 11

**First Name:** Vincent

**Last Name:** Villalpando

**Suffix:**

**Describe the nature of the relationship this person has with the Marijuana Establishment:** Mr. Villalpando is the Master Grower for the Applicant.

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

**Entity Legal Name:** Triple M Management Company, LLC

**Entity DBA:**

**Email:**

**Phone:** 781-910-1142

beth@triplem-llc.com

**Address 1:** 9 Collins Avenue

**Address 2:**

**City:** Plymouth

**State:** MA

**Zip Code:** 02360

**Types of Capital:** Other Type of Capital: In addition to loans to the Applicant totaling \$3,990,000, pursuant to a management agreement, Triple M provides turn key buildout of the Applicant's facilities and items and supplies and certain management services to the Applicant totaling another \$10,901,930.

**Total Value of Capital Provided:** \$14891930

**Percentage of Initial Capital:** 92

**Capital Attestation:** Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

**First Name:** Krista

**Last Name:** Ankner

**Suffix:** Esq

**Marijuana Establishment Name:** M3 Ventures, Inc.

**Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Plymouth

**Marijuana Establishment State:** MA

##### Individual 2

**First Name:** Krista

**Last Name:** Ankner

**Suffix:**

**Marijuana Establishment Name:** M3 Ventures, Inc.

**Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Plymouth

**Marijuana Establishment State:** MA

##### Individual 3

**First Name:** Krista

**Last Name:** Ankner

**Suffix:** Esq.

**Marijuana Establishment Name:** M3 Ventures, Inc.

**Business Type:** Marijuana Product Manufacture

**Marijuana Establishment City:** Plymouth

**Marijuana Establishment State:** MA

##### Individual 4

**First Name:** Jonathan

**Last Name:** Herlihy

**Suffix:**

**Marijuana Establishment Name:** M3 Ventures, Inc.

**Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Plymouth

**Marijuana Establishment State:** MA

##### Individual 5

**First Name:** Jonathan

**Last Name:** Herlihy

**Suffix:**

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**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 6

**First Name:** Jonathan      **Last Name:** Herlihy      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 7

**First Name:** Kevin      **Last Name:** O'Reilly      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 8

**First Name:** Kevin      **Last Name:** O'Reilly      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 9

**First Name:** Kevin      **Last Name:** O'Reilly      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 10

**First Name:** Keith      **Last Name:** Tibbetts      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 11

**First Name:** Keith      **Last Name:** Tibbetts      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 12

**First Name:** Keith      **Last Name:** Tibbetts      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 13

**First Name:** Elizabeth      **Last Name:** Nowlan      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 14

**First Name:** Elizabeth      **Last Name:** Nowlan      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 15

**First Name:** Elizabeth      **Last Name:** Nowlan      **Suffix:**

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Product Manufacture

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 16

**First Name:** Renee      **Last Name:** Pannoni      **Suffix:**

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 17

**First Name:** Renee      **Last Name:** Pannoni      **Suffix:**

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 18

**First Name:** Renee      **Last Name:** Pannoni      **Suffix:**

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Product Manufacture

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:**  
MA

Individual 19

**First Name:** Michael      **Last Name:** Kinnealey      **Suffix:**

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 20

**First Name:** Michael      **Last Name:** Kinnealey      **Suffix:**

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 21

**First Name:** Michael      **Last Name:** Kinnealey      **Suffix:**

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Product Manufacture

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 22

**First Name:** Alicia      **Last Name:** Wyman      **Suffix:** Esq

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Retailer

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 23

**First Name:** Alicia      **Last Name:** Wyman      **Suffix:** Esq

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 24

**First Name:** Alicia      **Last Name:** Wyman      **Suffix:** Esq.

**Marijuana Establishment Name:** M3 Ventures, Inc.      **Business Type:** Marijuana Product Manufacture

**Marijuana Establishment City:** Plymouth      **Marijuana Establishment State:** MA

Individual 25

**First Name:** Brian                      **Last Name:** Higgins                      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Plymouth                      **Marijuana Establishment State:** MA

**Individual 26**

**First Name:** Brian                      **Last Name:** Higgins                      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Plymouth                      **Marijuana Establishment State:** MA

**Individual 27**

**First Name:** Brian                      **Last Name:** Higgins                      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.                      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Plymouth                      **Marijuana Establishment State:** MA

**Individual 28**

**First Name:** John                      **Last Name:** Thomas                      **Suffix:** MD  
**Marijuana Establishment Name:** M3 Ventures, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Plymouth                      **Marijuana Establishment State:** MA

**Individual 29**

**First Name:** John                      **Last Name:** Thomas                      **Suffix:** MD  
**Marijuana Establishment Name:** M3 Ventures, Inc.                      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Plymouth                      **Marijuana Establishment State:** MA

**Individual 30**

**First Name:** John                      **Last Name:** Thomas                      **Suffix:** MD  
**Marijuana Establishment Name:** M3 Ventures, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Plymouth                      **Marijuana Establishment State:** MA

**Individual 31**

**First Name:** Vincent                      **Last Name:** Villalpando                      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Plymouth                      **Marijuana Establishment State:** MA

**Individual 32**

**First Name:** Vincent                      **Last Name:** Villalpando                      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, INC.                      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Plymouth                      **Marijuana Establishment State:** MA

**Individual 33**

**First Name:** Vincent                      **Last Name:** Villalpando                      **Suffix:**  
**Marijuana Establishment Name:** M3 Ventures, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Plymouth                      **Marijuana Establishment State:** MA

**MARIJUANA ESTABLISHMENT PROPERTY DETAILS**

**Establishment Address 1:** 29 Echo Road  
**Establishment Address 2:**  
**Establishment City:** Mashpee                      **Establishment Zip Code:** 02469

Approximate square footage of the establishment: 1500

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
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation 3.22.19_2.pdf	pdf	5c951d761e71bd126232ef48	03/22/2019
Certification of Host Community Agreement	Certificate Re Host Community Agreement.pdf	pdf	5ced5d38bbb9651341339bfb	05/28/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.docx.pdf	pdf	5d0d31ad41a4321320f29e21	06/21/2019

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.: \$1

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Updated Mashpee Positive Impact Plan 9.11.19.pdf	pdf	5d78f652c544c91e011c7ccf	09/11/2019

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:  
First Name: Jonathan Last Name: Herlihy Suffix:  
RMD Association: RMD Manager  
Background Question: yes

Individual Background Information 2

Role: Other Role:  
First Name: Krista Last Name: Ankner Suffix:  
RMD Association: RMD Manager  
Background Question: yes

Individual Background Information 3

Role: Other Role:  
First Name: Kevin Last Name: O'Reilly Suffix:  
RMD Association: RMD Manager  
Background Question: yes

Individual Background Information 4

Role: Other Role:  
First Name: Elizabeth Last Name: Nowlan Suffix:

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RMD Association: RMD Staff

Background Question: yes

Individual Background Information 5

Role: Other Role:

First Name: Keith Last Name: Tibbetts Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 6

Role: Other Role:

First Name: Michael Last Name: Kinnealey Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 7

Role: Other Role:

First Name: Renee Last Name: Pannoni Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 8

Role: Other Role:

First Name: Alicia Last Name: Wyman Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 9

Role: Other Role:

First Name: John Last Name: Thomas Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 10

Role: Other Role:

First Name: Brian Last Name: Higgins Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 11

Role: Other Role:

First Name: Vincent Last Name: Villalpando Suffix:

RMD Association: RMD Manager

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) Other Role: Management company that provides turn-key

buildout of M3 Ventures, Inc. facilities and ongoing management items and supplies

**Entity Legal Name:** Triple M Management Company, LLC **Entity DBA:**

**Entity Description:** Management Company

**Phone:** 617-686-5185 **Email:** bnowlan@triplem-llc.com

**Primary Business Address 1:** 9 Collins Ave

**Primary Business Address 2:**

**Primary Business City:** Plymouth,

**Primary Business State:** MA

**Principal Business Zip Code:**

02360

**Additional Information:** The entity is the management company for the Applicant and in that role has certain indirect authority over the management, policies, security operations or cultivation operations of the Applicant. The Applicant was subject to a Cease and Desist Order on December 13, 2018 issued by the Department of Public Health, which was rescinded by the CCC on April 18, 2019. The Applicant was also subject to an order by the Massachusetts Department of Agriculture (MDAR), issued on January 30, 2019, ordering the destruction of all product cultivated by the Applicant and/or processed by the Applicant using the Applicant's cultivated plant material. On March 19, 2019 MDAR sent a letter to the Applicant acknowledging that the Applicant had complied with all aspects of the MDAR order. On August 8, 2019, the CCC and the Applicant entered into a Final Order and Stipulation Agreement pursuant to which the Applicant remained under probation until December 31, 2019.

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Final MMM Amended and Restated Bylaws 10 15 15.pdf	pdf	5c5857101e71bd1262328d98	02/04/2019
Articles of Organization	Articles of Incorporation and Amendments.pdf	pdf	5d0cfc45fe6a8617e209021b	06/21/2019
Department of Revenue - Certificate of Good standing	DOR Certificate of Good Standing 5.30.19.pdf	pdf	5d0cff32bbb965134133d3c7	06/21/2019
Secretary of Commonwealth - Certificate of Good Standing	Secretary of State Certificate of Good Standing 5.28.19.pdf	pdf	5d0cff40fe6a8617e2090233	06/21/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	SOS Certificate of Good Standing.pdf	pdf	5fc92221301ec4074f754a42	12/03/2020
Department of Revenue - Certificate of Good standing	M3 Ventures Ma DOR Compliance letter 11.25.2020.pdf	pdf	5fc9224ac3fca007695a8632	12/03/2020
Department of Unemployment Assistance - Certificate of Good standing	Mass DUA certificate of compliance M3 11.24.2020.pdf	pdf	5fc92401d8789e0780e40968	12/03/2020

**Massachusetts Business Identification Number:** 001102121

**Doing-Business-As Name:** Triple M

**DBA Registration City:**

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Plan for Liability Insurance	Plan to Obtain Insurance.pdf	pdf	5fd0fcb687f4c7077b610ffd	12/09/2020
Proposed Timeline	Updated Timeline to Open for Adult Use Operations.pdf	pdf	5fd11301925f52079a1f3622	12/09/2020
Business Plan	Mashpee AU 2021 Business Plan FINAL.pdf	pdf	5fd8ce2daa3b3307861d2b7f	12/15/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of Diversion.pdf	pdf	5ce6d0e8622b7c1357f6efce	05/23/2019
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5d0d0a59c70e2b132b316c2a	06/21/2019
Storage of marijuana	Updated Storage of Marijuana.pdf	pdf	5d791ff03aff472290ba0ba1	09/11/2019
Record Keeping procedures	Updated Recordkeeping Policies.pdf	pdf	5d9616c3c1702815d521ad9f	10/03/2019
Diversity plan	Updated Diversity Plan.pdf	pdf	5d961f7467e7d91adfc67608	10/03/2019
Security plan	Updated Security Plan.pdf	pdf	5d9c7771bc90861af114c6f3	10/08/2019
Transportation of marijuana	Updated Transportation SOP 10.8.19.pdf	pdf	5d9c799c1b7a141b1db847a1	10/08/2019
Separating recreational from medical operations, if applicable	Updated Separating Recreation from Medical Processing Operations.pdf	pdf	5fcfd827925f52079a1f32cb	12/08/2020
Dispensing procedures	Updated Dispensing Policy and Procedure.pdf	pdf	5fcfda09301ec4074f755a51	12/08/2020
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5fcfda7a925f52079a1f32d8	12/08/2020
Personnel policies including background checks	Updated Personnel Policies.pdf	pdf	5fcfdda215105a0779712941	12/08/2020
Qualifications and training	Updated Description of Qualifications of Marijuana Retailer Personnel.pdf	pdf	5fcfdf0ac3fca007695a95e4	12/08/2020
Quality control and testing	Updated Quality Control and Testing Procedures.pdf	pdf	5fcfe5e6f867b207bbf107d3	12/08/2020
Inventory procedures	Updated Inventory Policy.pdf	pdf	5fcfeced925f52079a1f3358	12/08/2020
Maintaining of financial records	Updated Financial Records Plan.pdf	pdf	5fd11615925f52079a1f3632	12/09/2020
Energy Compliance Plan	Mashpee Energy Efficiency Plan 12.15.2020.pdf	pdf	5fd8c2eadd0ccd07744902a9	12/15/2020

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Adequate Supply of Product for Patient Documentation.pdf	pdf	5fd0e2ddfa1250795584a98	12/09/2020

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
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**ATTESTATIONS**

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

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

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

**Notification:** I Understand

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

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

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

**ADDITIONAL INFORMATION NOTIFICATION**

**Notification:** I Understand

**COMPLIANCE WITH POSITIVE IMPACT PLAN****Progress or Success Goal 1**

**Description of Progress or Success:** M3 Progress on Positive Impact Plan MR282350

M3 adopted its Positive Impact Plan in 2019 ("Plan"). M3's adult use Marijuana Retailer location in Mashpee is not located in one of the 29 communities listed by the Cannabis Control Commission as a designated area of disproportionate impact. However, there are several towns that are "areas of disproportionate impact" that the Cannabis Control Commission ("CCC") has identified that surround Mashpee, such as Wareham (which is of close proximity to Mashpee), as well as Abington, Braintree, Brockton and Taunton (collectively, "Neighboring Communities").

M3's first measuring period for its Positive Impact Plan commenced on November 1, 2019 through October 31, 2020 ("Measuring Period").

**Goal #1:** Reducing barriers to entry for residents of Neighboring Communities in the commercial adult-use cannabis industry. M3's stated goal was that 20% of staff that it would hire to support its Mashpee Adult Use operations would be comprised of individuals from Neighboring Communities.

**Metrics for Goal #1:** M3 has not yet commenced adult use operations at its Mashpee location and so has not had the opportunity to engage in the Job Fair initially referenced in its original Plan. Nonetheless, with respect to its hiring needs in general, of the 9 employees that were hired during the Measuring Period, 2 reside in Neighboring Communities, resulting in 22% of its newly hired employees residing in Neighboring Communities, therefore exceeding its goal of 20%. During the Measuring Period, one employee residing in the Neighboring Communities was promoted as President of M3 and M3 experienced a 100% retention rate of all employees residing in Neighboring Communities during the Measuring Period.

**Update to Goal #1:** For the next Measuring Period (November 1, 2020 through October 31, 2021), M3's Goal #1 will continue to be as stated in the original Plan: that 20% of staff that it will hire to support its Mashpee Adult Use operations will be comprised of individuals from Neighboring Communities.

**Progress or Success Goal 2**

Date generated: 03/25/2021

**Description of Progress or Success:** Goal # 2: Providing financial assistance towards endeavors in the Neighboring Communities that will have a positive impact on the community as a whole. Within 6 months following its approval to commence adult use operations, M3 will donate \$15,000 to the Wareham Area Committee for the Homeless Turning Point Program (supporting homeless individuals in Wareham and the surrounding area) and \$15,000 to the Evergreen House (a sober home providing support to individuals in Wareham and the surrounding area).

Metrics for Goal #2: M3 has not yet received approval to commence adult use operations so has not made the donations to the two charities mentioned above.

Update to Goal #2: As initially stated in its original Plan, within 6 months following its approval to commence adult use operations, M3 will donate \$15,000 to the Wareham Area Committee for the Homeless Turning Point Program and \$15,000 to the Evergreen House.

## COMPLIANCE WITH DIVERSITY PLAN

### Diversity Progress or Success 1

**Description of Progress or Success:** M3 Progress on Diversity Plan MR282350

Initially adopted in 2019, M3's Diversity Plan is designed to promote equity among members of the "Equity Pool", defined to include the following demographics:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are lesbian, gay, bisexual, transgender, queer and/or questioning their sexual and/or gender identity.

M3's first measuring period for its Diversity Plan commenced on November 1, 2019 through October 31, 2020 ("Measuring Period").

Goal #1: M3's new workforce hired in connection with the opening of its Plymouth Adult Use Establishment to be comprised of thirty percent (30%) of members in the Equity Pool.

Metrics for Goal #1: M3 has not yet commenced Adult Use Operations. Nonetheless, in evaluating its Diversity Plan in relation to its hiring needs in general: During the Measuring Period, M3 hired 9 new employees. Of those 9 employees, 6 were from the Equity Pool. As a result, 67% of its new hires during the Measuring Period were from the Equity Pool, exceeding M3's Goal #1.

Update to Goal #1: For the next Measuring Period (November 1, 2020 through October 31, 2021), M3's Goal #1 will same as its original Diversity Plan Goal #1: All new hires in connection with its commencement of Adult Use operations in Mashpee will be comprised of thirty percent (30%) of members in the Equity Pool.

### Diversity Progress or Success 2

**Description of Progress or Success:** Goal # 2: M3's goal is to retain and promote individuals it hires in the Equity Pool. Specifically, M3's goal, during the Measuring Period, is to maintain an annual retention rate of 75% of all individuals hired from the Equity Pool and that 25% of its promotions during the Measuring Period will derive from members of the Equity Pool.

Metrics for Goal #2: The metrics for Diversity Goal #2 are the percentage of employees from the Equity Pool that continued to be employed by M3 during the Measuring Period and the percentage of employees from the Equity Pool that were promoted during the Measuring Period. During the Measuring Period, M3 employed a total of 14 Equity Pool members in connection with its Mashpee operations. During the Measuring Period, 3 employees from the Equity Pool were terminated or resigned, resulting in a 79% retention rate, exceeding M3's retention goal. In addition, during the Measuring Period, M3 promoted 3 employees in connection with its Mashpee operations, 2 of which are from the Equity Pool, resulting in 67% of its promotions deriving from the Equity Pool, exceeding M3's promotional goal.

Update to Goal #2: For the next Measuring Period (November 1, 2020 through October 31, 2021), M3's Goal #2 will remain the same. In addition to the above-listed goals and metrics, 50% of M3's Executive Management Team are members of the Equity Pool and 66% of its Board of Directors are members of the Equity Pool.

## HOURS OF OPERATION

<b>Monday From: 10:00 AM</b>	<b>Monday To: 8:00 PM</b>
<b>Tuesday From: 10:00 AM</b>	<b>Tuesday To: 8:00 PM</b>
<b>Wednesday From: 10:00 AM</b>	<b>Wednesday To: 8:00 PM</b>
<b>Thursday From: 10:00 AM</b>	<b>Thursday To: 8:00 PM</b>
<b>Friday From: 10:00 AM</b>	<b>Friday To: 8:00 PM</b>
<b>Saturday From: 10:00 AM</b>	<b>Saturday To: 8:00 PM</b>
<b>Sunday From: 12:00 PM</b>	<b>Sunday To: 5:00 PM</b>

## 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, Lianne Ankner, (insert name) attest as an authorized representative of M3 Ventures, Inc. (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 3-21-2019 (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 3-13-2019 (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 3-12-2019 (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 3-8-2019 (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

Wednesday, March 13, 2019

C-8/CAPE COD TIMES

## CAPECODDC

### Legals

#### Community Outreach Meeting Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 21, 2019 at 6PM at the MashpeeTV Studios, 168 Industrial Drive, Mashpee. The proposed Adult-Use marijuana dispensary is anticipated to be located at 29 Echo Road, Mashpee. There will be an opportunity for the public to ask questions.

3/13/19



29 Echo Road – Mashpee, MA 02649  
508-477-0001

**Community Outreach Meeting Notice**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 21, 2019 at 6PM at the MashpeeTV Studios, 168 Industrial Drive, Mashpee. The proposed Adult-Use marijuana dispensary is anticipated to be located at 29 Echo Road, Mashpee. There will be an opportunity for the public to ask questions.

In compliance with the requirements of 935 CMR 500, this notice has been provided on this day (March 12, 2019) to the following officials of the Town of Mashpee, MA.

- Town Clerk
- Board of Selectmen/Town Manager
- Planning Board
- Board of Health

Received this 12<sup>th</sup> day of March, 2019:

Deborah Daw Town Clerk

Stephanie A. Coleman Board of Selectmen/Town Manager

Left with Board Secretary Planning Board

Vern Ward Board of Health



29 Echo Road – Mashpee, MA 02649  
508-477-0001

March 8, 2019



### Community Outreach Meeting Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 21, 2019 at 6PM at the MashpeeTV Studios, 168 Industrial Drive, Mashpee. The proposed Adult-Use marijuana dispensary is anticipated to be located at 29 Echo Road, Mashpee. This is the same location where the current Medical Marijuana Dispensary is located. There will be an opportunity for the public to ask questions.

Should you have any questions in advance of the meeting, please contact at 508-477-6053 or by email at [jim@mm-ma.org](mailto:jim@mm-ma.org).

Sincerely,

*Jim Vaccaro*

James Vaccaro  
Director

Excerpts from  
Outreach Meeting



# Community Outreach Meeting

March 21, 2019



# Massachusetts Requirements

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- Type of Adult-Use Retail Establishment:
  - ✓ Retail: Existing Medical to be Expanded to Include Adult-Use Marijuana Sales
  - ✓ Existing Special Permit from Town of Mashpee to be Modified
  
- Must demonstrate the Facility will be maintained securely:
  - ✓ Robust State Approved Security Plan Currently in Place Will be Expanded
  - ✓ Security Director is a Retired State Police Detective Lieutenant
  - ✓ Daily On-Site Supervision Conducted by Two Retired Mashpee Police Officers
  - ✓ Facility Security Features include:
    - Property surrounded by perimeter fence and guard house at parking lot entrance
    - Access is limited by a security guard so only qualified individuals will have access to the property. Must be 21 years of age or possess a MA Medical Marijuana ID Card to access the premises
    - Security guard ensures no product is consumed on premises
    - Multiple Video Cameras provide Surveillance 24/7
    - Perimeter and motion detector alarms
    - Proximity card access to all non-public areas



# Massachusetts Requirements

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- Prevent Diversion to Minors
  - ✓ Will scan all state issued IDs with an electronic reader that can determine if the ID is fake
  - ✓ Does not sell any cannabis infused sodas or drinks that would be enticing to minors
  - ✓ Does not sell any cannabis infused products that are in the shape of commercially available candy
  - ✓ Packaging is two-toned, without any graphic images or cartoons, other than its logo
  
- Physical Separation of Marijuana and Marijuana Products for Medical or Adult Use Sales
  - ✓ Separate medical and adult-use recreational sales areas
  - ✓ Expedited Entry and Designated Parking Reserved for Medical Patients

# Massachusetts Requirements

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- Must demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare or other conditions likely to cause nuisance.
  - ✓ Triple M is located in a stand-alone building on an industrial-zoned side street
  - ✓ There is little impact on nearby businesses
  - ✓ The closest residence is more 500 feet away across Route 130
  - ✓ There are no schools in the area
  - ✓ There will be on-site parking for 70 vehicles plus a queue lane for up to 25 additional vehicles
  - ✓ A comprehensive traffic management plan has been developed to mitigate major traffic issues
- No neighbors currently or will, in the future experience any nuisance from noise, odor, dust, glare, fumes, vibration, heat or glare.



# Massachusetts Requirements

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- Must demonstrate a plan to positively impact the local community.
  - ✓ Host Community Agreement
    - Community donations for drug abuse prevention/treatment/education
    - Preferential Local Treatment - Commitment to local jobs and vendors
    - Community non-profit foundation to support local charitable initiatives
    - Installation of Traffic Signal at Main Street and Echo Road
  - ✓ Recreational sales tax and community impact fee revenue to the Town of 6%
  - ✓ Additional annual contribution to the Town of over \$100,000 for Medical Marijuana sales
  - ✓ New jobs for local residents
  - ✓ Positive Impact on Local Business and Economy

## Host Community Agreement Certification Form

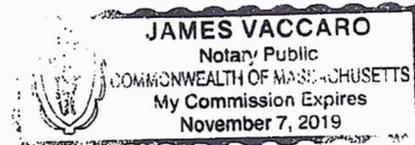
The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please 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, K. Lianne Anker certify as an authorized representative of M3 Ventures, Inc. (*applicant*) that the applicant has executed a host community agreement with the Town of Mashpee pursuant to G.L.c. 94G § 3(d) on April 10<sup>th</sup>, 2019

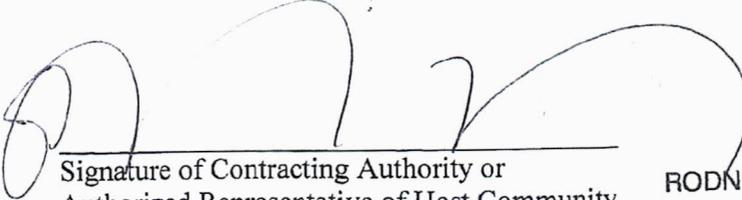
  
Signature of Authorized Representative of Applicant

*Known to me  
James Vaccaro 4-10-19*



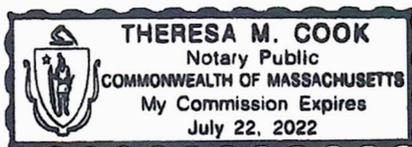
### Host Community

I, Rodney C. Collins, certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Mashpee (*host community*) to certify that the applicant and the Town of Mashpee has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 10<sup>th</sup>, 2019

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

RODNEY C. COLLINS  
Town Manager

*RATIFIED BY BOARD OF SELECTMEN  
4/8/2019*



*Rodney C. Collins; Personally known to me  
Theresa M. Cook 4/10/2019  
Notary Public  
My Commission Expires July 22, 2022*

Plan to Remain Compliant with Local Zoning for Applicant MRN282350:

The Applicant has received a special zoning permit as a Medical Marijuana Dispensary, which was issued by the Town of Mashpee Zoning Board of Appeals on September 4, 2015. Such permit is required pursuant to Section 124-24 (J) of Mashpee's Zoning Bylaw. The Applicant is applying for a modification of the existing special permit to include the retail sale of Adult-Use marijuana. Such use is permitted under Section 174-45.6 of Mashpee's Zoning Bylaw. The restrictions of Section 124-24(J) [Medical Marijuana] are more restrictive than those of Section 174-45.6 [Adult-Use], but as the Applicant intends to co-locate its RMD with Adult-Use retail sales the applicant will adhere to the conditions of the special zoning permit as modified to permit both uses. If there are any changes to the zoning bylaws that affect the Applicant's Marijuana Retailer license, the Applicant's zoning attorney will keep the Applicant apprised of any changes to the zoning bylaws and the Applicant will immediately comply.

By way of information, Section 124-24 (J) [the more restrictive bylaw] provides that (1) a minimum setback of 500 feet is required from any public or private school , a place of worship, a day nursery or public park or playground; (2) adequate provisions for security must be provided as per 105 CMR 725.000; (3) signage is limited to one building sign and one free standing sign, neither to exceed ten square feet; and (4) Pursuant to 105 CMR 725.000 there shall be no display on the exterior of the facility of any advertisements for marijuana or any brand name, nor any graphics related to marijuana or paraphernalia.

The Applicant complies with all of these requirements.

M3 Ventures, Inc. has not yet commenced Adult Use operations in Mashpee, as a result, no host community impact fees have accrued with respect to Adult Use sales.

**Plan for a Positive Impact on Disproportionate Impact Communities (Positive Impact Plan) for Applicant MRN28350:**

The Applicant's adult use Marijuana Retailer location in Mashpee is not located in one of the 29 communities listed by the Cannabis Control Commission as a designated area of disproportionate impact. However, there are several towns that are "areas of disproportionate impact" that the Cannabis Control Commission ("CCC") has identified that surround Mashpee, such as Wareham (which is of closest proximity to Mashpee), as well as Abington, Braintree, Brockton and Taunton (collectively, "Neighboring Communities").

The Applicant's Positive Impact Plan is as follows:

**Goals**

The goals of the Applicant's Positive Impact Plan include the following:

1. Reducing barriers to entry for residents of Neighboring Communities in the commercial adult-use cannabis industry; and
2. Providing financial assistance towards endeavors in the Neighboring Communities that will have a positive impact on the community as a whole.

**Impact Plan Programs**

1. **Hiring Preference to Individuals Residing in the Neighboring Communities:**

Within fourteen (14) days after receiving a provisional license from the CCC, the Applicant will post on its website and advertise in the Wicked Local publications from each of the Neighboring Communities an invitation to candidates who are past or present residents in the Neighboring Communities to a job fair to explore the full range of career opportunities with the Applicant ("Job Fair"). The Job Fair will be hosted as Mashpee TV, located at 168 Industrial Drive, Mashpee, MA 02649.

Within forty five (45) days of receiving a provisional license from the CCC, the Applicant will host the Job Fair (solely for past or present residents from the Neighboring Communities in connection with its anticipated increase in hiring needs for the Applicant's Mashpee adult use Marijuana Retailer license). The Applicant will give hiring preference to qualified applicants from the Neighboring Communities.

The Applicant will host additional Job Fairs to support its Positive Impact Plan within 30 days after receiving a final license from the CCC and every 6 months thereafter (so, in other words, twice each calendar year once final licensure has been obtained), and will similarly post the notice of the Job Fair on its website and advertise in the Wicked Local publications the time and location of the Job Fair at least 21 days prior to the occurrence of each subsequent job fair.

## **2. Donating money to initiatives with goals to improve in one of the Neighboring Communities**

Within 6 months following its approval to commence adult use operations, the Applicant will donate \$15,000 to the Wareham Area Committee for the Homeless Turning Point Program and \$15,000 to the Evergreen House. These donations will re-occur on an annual basis for as long as the Applicant maintains its Adult Use Marijuana Establishment license for Mashpee.

### **Turning Point**

The Applicant's \$15,000 donation to Turning Point, which will occur within 6 months following its approval to commence adult use operations and will re-occur on an annual basis, will be used to support Turning Point's Client Rental Assistance program, and more specifically to help provide aid to individuals such as the elderly with chronic health issues, those with mental health and/or substance abuse issues, as well as implementing other actions to help prevent homelessness.

Please see attached a letter confirming Turning Point's agreement with the Applicant's donation.

By way of background: Incorporated in 2002, the Wareham Area Committee for the Homeless opened the Turning Point day resource center at the Church of the Nazarene (located at 6 Rogers Avenue in Wareham) with the following mission statement:

WACH is a 501(c)(3) nonprofit, nonsectarian, volunteer, community-based organization whose goal is to empower those challenged with the issues of homelessness and near homelessness by providing confidential, supportive, and educational services.

Turning Point provides the following services:

- utility and rental assistance
- use of telephones and a temporary mailing address
- housing and employment information
- referrals to emergency shelters, clothing sources, and agencies that can meet other specific client needs
- emergency food supplies
- other forms of assistance as required to address client needs

### **Wareham Evergreen House**

The Applicant's \$15,000 donation to the Evergreen House, which will occur within 6 months following its approval to commence adult use operations and will re-occur on an annual basis, will be used to support and provide housing to local individuals who have been adversely impacted by alcohol and substance abuse. In addition, a portion of the donation will be used to fund a program which will provide transportation for Evergreen House's clients to important community resources.

Please see attached a letter confirming Evergreen House's agreement with the Applicant's donation.

By way of background: Evergreen House is a non-profit, sober, congregate living residence in Wareham for recovering alcoholics and substance abusers seeking an environment that will help them to continue in recovery. Since opening its doors in 1998, Evergreen House has served the needs of more than 1,500 homeless recovering men overcome their addictions and/or chemical dependency.

The mission of Evergreen House is to support the reintegration of the recovering male alcoholic or substance abuser back into society, thereby helping to restore the family unit, increase community health, and the health of society.

### **Impact Plan Measurements**

At the end of each Measuring Period (which is defined for the first year, from that date of the Applicant's receipt of its provisional Mashpee Adult Use Marijuana Establishment license up through the third month prior to license renewal, and for every year thereafter from the date that is three months prior to license renewal through the twelve month period thereafter), the Applicant will review and analyze the effectiveness of its Impact Plan Programs as it relates to its Goals and will compile documentation that supports its analysis. From that review and analysis, it will determine what changes should be made for the subsequent license renewal year in terms of new Goals and new Impact Plan Programs. Specifically, the Applicant will review the following:

1. Number of employees hired, retained, or promoted that came from Neighboring Communities, with the goal that Applicant's workforce that will be hired to staff the Mashpee Adult Use Establishment will be comprised of 20% of individuals from Neighboring Communities. The Applicant arrived at this percentage based on a review of a number of factors including (a) predicting an increase of 40 employees; (b) unemployment rates in the Neighboring Communities (please see attached a table regarding the unemployment rates) and (c) proximity to Mashpee.
2. Financial data showing that donations that were promised to be made by the Applicant to the Evergreen House and Turning Point were in fact made within 6 months following the commencement of the Applicant's Mashpee Adult Use Marijuana Establishment and feedback from those charities as to success of implementation of programs based on the funds donated.

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



9 Collins Avenue  
Plymouth, MA 02360

June 10, 2019

Jennifer Costa, Director  
Wareham Area Committee for the Homeless (*Turning Point*)  
6 Rogers Avenue  
Wareham, MA 02571

Re: Contribution

Dear Jennifer

As you and I have discussed, M3 Ventures, Inc. (d/b/a Triple M) is a registered medical marijuana dispensary with a retail location at 9 Collins Avenue, Plymouth, MA 02360 ("Plymouth Store"). Triple M is in the process of applying for an adult use "recreational" marijuana establishment to be operated at its Plymouth Store.

As part of Triple M's Positive Impact Plan for Wareham (*which the Cannabis Control Commission has identified as a disproportionately impacted area*), Triple M would like to commit to a donation of Fifteen Thousand Dollars (\$15,000) to WACH/Turning Point. It is Triple M's understanding that your organization will use Triple M's donation to offer support through your Client Rental Assistance program and more specifically to help provide aide to individuals such as the elderly with chronic health issues, those with mental health and/or substance abuse issues, as well as implementing other actions to help prevent homelessness. Triple M commits to pay the donation in one lump sum payment within six (6) months after its Plymouth Store has opened for adult use marijuana sales.

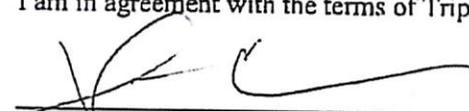
If you are in agreement with Triple M's proposed donation, kindly sign where indicated below.

Sincerely,

*James Vaccaro*

James Vaccaro  
Member of the Board of Directors

I am in agreement with the terms of Triple M's proposed donation as outlined in this Letter.

  
Jennifer Costa

Date: 6/17/2019

9 Collins Avenue  
Plymouth, MA 02360

June 10, 2019

Peter McCarthy, Director  
Evergreen House, Inc  
2875 Cranberry Highway  
Wareham, MA 02538

Re: Contribution

Dear Peter:

As you and I have discussed, M3 Ventures, Inc. (d/b/a Triple M) is a registered medical marijuana dispensary with a retail location at 9 Collins Avenue, Plymouth MA 02360 ("Plymouth Store"). Triple M is in the process of applying for an adult use "recreational" marijuana establishment to be operated at its Plymouth Store.

As part of Triple M's Positive Impact Plan for Wareham (*which the Cannabis Control Commission has identified as a disproportionately impacted area*), Triple M would like to commit to a donation of Fifteen Thousand Dollars (\$15,000) to Evergreen House, Inc. It is Triple M's understanding that your organization will use Triple M's donation to offer support and housing to local individuals who have been adversely impacted by alcohol and substance abuse. We further understand and a good portion of this grant will be used to fund a program which will provide transportation for your clients to important community resources. Triple M commits to pay the donation in one lump sum payment within six (6) months after its Plymouth Store has opened for adult use marijuana sales.

If you are in agreement with Triple M's proposed donation, kindly sign where indicated below.

Sincerely,

James Vaccaro  
Member of the Board of Directors

I am in agreement with the terms of Triple M's proposed donation as outlined in this Letter.

  
\_\_\_\_\_  
Peter McCarthy

Date: 6/13/2019

**AMENDED AND RESTATED BYLAWS  
OF  
MEDICAL MARIJUANA OF MASSACHUSETTS, INC.**

Effective October 15, 2015

ARTICLE 1

NAME, PURPOSES, LOCATION,  
CORPORATE SEAL AND FISCAL YEAR

1.1 Name and Purposes. The name and purposes of the Organization shall be as set forth in the Articles of Organization of the Organization in effect from time to time (“Articles of Organization”), and shall at all times operate on a non-profit basis for the benefit of Registered Qualifying Patients (as that term is defined in 105 CMR 725.004) and shall ensure that revenue of the Organization is used solely in furtherance of its non-profit purpose.

1.2 Location. The principal office of the Organization in the Commonwealth of Massachusetts shall initially be located at the place set forth in the Articles of Organization of the Organization. The Directors may change the location of the principal office in the Commonwealth of Massachusetts effective upon the filing of a certificate or annual report with the Secretary of the Commonwealth.

1.3 Corporate Seal. The Directors may adopt and alter the seal of the Organization.

1.4 Fiscal Year. The fiscal year of the Organization shall, unless otherwise decided by the Directors, end on December 31 in each year.

ARTICLE 2

MEMBERSHIP

The Organization shall have no members. Any membership action or vote required or permitted by law shall be taken in the same manner by action or vote of the Directors of the Organization.

ARTICLE 3

BOARD OF DIRECTORS

3.1 Powers. The affairs of the Organization shall be managed by the Board of Directors, who shall have and may exercise all the powers of the Organization.

3.2 Composition, Number and Election. The Board of Directors shall be comprised of five (5) individuals, two (2) of whom shall have no financial or ownership relationship with Triple M Management Company, LLC.. The Directors shall be elected by the Directors at each annual meeting. The Directors shall determine the term to be served by each Director, which terms may be equal or staggered in the Directors’ discretion.

3.3 Committees. The Board of Directors may elect or appoint one or more committees and may delegate to any such committee or committees any or all of its powers; provided that any committee to which the powers of the Board of Directors are delegated shall consist solely of Directors. Unless the Board of Directors otherwise designates, committees shall conduct their affairs in the same manner as is provided in these Bylaws for the Board of Directors. The members of any committee shall remain in office at the pleasure of the Board of Directors.

3.4 Suspension or Removal. A Director may be removed or suspended with or without cause by vote of two-thirds of the Directors then in office. A Director may be removed with cause only after reasonable notice and opportunity to be heard.

3.5 Resignation. A Director may resign by delivering his or her written resignation to the President, Treasurer or Clerk of the Organization, to a meeting of the Board of Directors, or to the Organization at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.

3.6 Vacancies. Any vacancy in the Board of Directors may be filled in accordance with Section 3.2. The Directors may exercise all their powers notwithstanding the existence of one or more vacancies in the Board of Directors.

3.7 Annual Meeting. The annual meeting of the Board of Directors shall be held on such date and at such hour and place as the Directors or an officer designated by the Directors shall determine. In the event that no date for the annual meeting is established or such meeting has not been held on the date so determined, a special meeting in lieu of the annual meeting may be held with all of the force and effect of an annual meeting.

3.8 Regular and Special Meetings. Regular meetings of the Directors may be held at such places and at such times as the Directors may determine. Special meetings of the Directors may be held at any time and at any place when called by the President or by any two or more Directors.

3.9 Notice for Meetings. Five (5) business days' notice by mail, electronic mail, facsimile, telephone or other verbal communication shall be given for an annual or special meeting unless shorter notice is adequate under the circumstances. No notice need be given for a regular meeting as long as the schedule of regular meetings has previously been given to each Director. Whenever notice of a meeting is required, such notice need not be given to any Director if a written waiver of notice, executed before or after the meeting, is filed with the records of the meeting, or to any Director who attended the meeting without protesting prior thereto or at its commencement the lack of notice to such Director. Neither such notice nor waiver of notice need specify the purposes of the meeting, unless otherwise required by law, the Articles of Organization or these Bylaws.

3.10 Quorum. At any meeting of the Board of Directors a majority of the Directors then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

3.11 Action by Vote. When a quorum is present at any meeting, a majority of the Directors present and voting shall decide any questions, including election of officers, unless otherwise provided by law, the Articles of Organization, or these Bylaws.

3.12 Action by Writing. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the Directors consent to the action in writing, or to the extent permitted by law, by electronic means, and such written or electronic consents, as applicable, are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

3.13 Presence through Communications Equipment. Unless otherwise provided by law or by the Articles of Organization, members of the Board of Directors or any committee designated thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

3.14 Compensation. Directors shall be entitled to receive for their services such reasonable amount, if any, as the Board of Directors may from time to time determine, which may include reasonable expenses of attendance at meetings. Directors shall not be precluded from serving the Organization in any other capacity and receiving reasonable compensation for any such services. In the event of the resignation or, except where expressly provided otherwise in a duly authorized written agreement with the Organization, the removal of a Director in accordance with Section 3.4 above, such Director shall have no right to any compensation for any period following his or her resignation or removal, or any right to damages on account of such removal, whether his or her compensation be by the month, the year, or otherwise, unless the Board of Directors shall in its discretion provide for such compensation.

## ARTICLE 4

### OFFICERS AND AGENTS

4.1 Number and Qualification. The officers of the Organization shall be a President, Treasurer, Clerk and such other officers, if any, as the Directors may determine. The Organization may also have such agents, if any, as the Directors may appoint. An officer may but need not be a Director. The Clerk shall be a resident of Massachusetts unless the Organization has a resident agent duly appointed for the purpose of service of process. A person may hold more than one office at the same time. If required by the Directors, any officer shall give the Organization a bond for the faithful performance of his or her duties in such amount and with such surety or sureties as shall be satisfactory to the Board of Directors.

4.2 Election. The President, Treasurer and Clerk shall be elected by the Board of Directors for one (1) year terms at every annual meeting of the Board of Directors or special meeting in lieu thereof. Other officers, if any, may be elected by the Board of Directors at any time.

4.3 Tenure. The President, Treasurer and Clerk elected at annual meetings shall each hold office until the next annual meeting of the Board of Directors following their election, and until his or her successor is chosen and qualified, and each other officer shall hold office until the

next annual meeting of the Board of Directors unless a shorter period shall have been specified by the terms of his or her election or appointment, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his or her authority at the pleasure of the Board of Directors.

4.4 Chairman of the Board of Directors. If a chairman of the Board of Directors is elected, he or she shall preside at all meetings of the Board of Directors, except as the Board of Directors shall otherwise determine, and shall have such other powers and duties as may be determined by the Board of Directors.

4.5 President and Vice President. The President shall be the chief executive officer of the Organization and, subject to the control of the Board of Directors, shall have general charge and supervision of the affairs of the Organization. If no chairman of the Board of Directors is elected, the President shall preside at all meetings of the Board of Directors.

The vice president or vice presidents, if any, shall have such duties and powers as the Board of Directors shall determine. The vice president, or first vice president if there is more than one, shall have and may exercise all the powers and duties of the President during the absence of the President or in the event of his or her inability to act.

4.6 Treasurer. The Treasurer shall be the chief financial officer and the chief accounting officer of the Organization. He or she shall be in charge of its financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof. He or she shall have such other duties and powers as designated by the Board of Directors or the President. He or she shall also be in charge of the Organization's books of account and accounting records and of its accounting procedures.

4.7 Clerk. The Clerk shall record and maintain records of all proceedings of the Board of Directors in a book or series of books kept for that purpose, which book or books shall be kept within the Commonwealth at the principal office of the Organization or at the office of its Clerk or of its resident agent and shall be open at all reasonable times to the inspection of any Director. Such book or books shall also contain records of all meetings of incorporators and the original, or attested copies, of the Articles of Organization and Bylaws and names of all Directors and the address of each. If the clerk is absent from any meeting of Directors, a temporary clerk chosen at the meeting shall exercise the duties of the Clerk at the meeting.

4.8 Salaries. Salaries of the officers, if any, may be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Organization. In the event of the resignation or, except where expressly provided otherwise in a duly written agreement with the Organization, the removal of an officer in accordance with Section 4.9 below, such officer shall have no right to any compensation for any period following his or her resignation or removal, or any right to damages on account of such removal, whether his or her compensation be by the month, the year, or otherwise, unless the Board of Directors shall in its discretion provide for such compensation.

4.9 Suspension or Removal. An officer may be suspended or removed with or without cause by vote of a majority of Directors then in office at any special meeting called for such purpose or at any regular meeting.

4.10 Resignation. An officer may resign by delivering his or her written resignation to the President, Treasurer or Clerk of the Organization, to a meeting of the Board of Directors, or to the Organization at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

4.11 Vacancies. If the office of any officer becomes vacant, the Board of Directors may elect a successor. Each such successor shall hold office for the unexpired term and, in the case of the President, Treasurer and Clerk, until his or her successor is elected and qualified, or in each case until he or she sooner dies, resigns, or is removed or becomes disqualified.

## ARTICLE 5

### EXECUTION OF PAPERS

Except as the Board of Directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Organization shall be signed by the President or by the Treasurer.

## ARTICLE 6

### INDEMNIFICATION

The Organization shall, to the maximum extent legally permissible, indemnify each of its Directors and officers against all liabilities and expenses which he/she has reasonably incurred by reason of, in connection with, or arising out of any actual or threatened proceeding in which he/she may be or become involved by reason of his/her being or having been such a Director or officer; provided, however, that such indemnification is only permissible if the Board of Directors has determined, by a majority vote of disinterested Directors, that such Director or officer: (1) acted in good faith in the reasonable belief that his/her action was in the best interests of the Organization (or that his/her conduct was at least not opposed to the best interests of the Organization) and in the case of a criminal proceeding, he/she had no reasonable cause to believe his/her conduct was unlawful, or (2) to the extent that such matter relates to service with respect to an employee benefit plan, he/she acted in the best interests of the participants or beneficiaries of such employee benefit plan and at least not opposed to the best interests of the Organization, or (3) acted in such a manner as to avail himself/herself of the limitation of personal liability for monetary damage for breach of fiduciary duty as a Director, or (4) was the prevailing party, on the merits or otherwise, in the defense of any proceeding to which such Director or officer was a party because he/she was a Director or officer of the Organization; and provided further that, in the event that a settlement of any such proceeding is proposed or effected, indemnification will only be made if the Board of Directors, based upon the advice of counsel, resolves that such settlement is in the best interest of the Organization.

The indemnification provided for herein shall include payment by the Organization of reasonable expenses incurred in defending a proceeding in advance of the final disposition of such proceeding if the Director or officer provides the Organization with (1) a written affirmation of his/her good faith belief that he/she has met the relevant standard of conduct described in this Article to entitle him/her to indemnification, and (2) a written unlimited general

obligation by him/her to repay such payment if the Board of Directors determines, in accordance with this Article, that he/she is not entitled to indemnification. Any such indemnification shall be provided although the person to be indemnified is no longer an officer or Director of the Organization or of such other organization. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Director or officer may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than Directors and officers may be entitled by contract or otherwise under law.

The Board of Directors shall have the power to purchase and maintain insurance on behalf of any person to whom it may provide indemnification as set forth above, against any liability incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Organization would actually have the power to indemnify him/her against such liability under the terms hereof.

## ARTICLE 7

### CONFLICT OF INTEREST

The purpose of the conflict of interest policy is to protect the Organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director or officer of the Organization to ensure that the revenue of the Organization is used solely in furtherance of its non-profit purpose (pursuant to 105 CMR 725.100). For purposes of this policy, a potential conflict of interest exists when an Interested Person (defined below) has a Financial Interest (defined below).

#### Section 7.1    Definitions.

- (a) Interested Person. Any director or officer who has a direct or indirect Financial Interest, as defined below, is an Interested Person.
- (b) Financial Interest. A person has a Financial Interest if the person has, directly or indirectly, through business, investment or family:
  - (i) an ownership or investment interest in any entity with which the Organization has a transaction or arrangement (or is contemplating entering into such transaction or arrangement); or
  - (ii) a compensation arrangement with any entity or individual with which the Organization has a transaction or arrangement (or is contemplating entering into such transaction or arrangement); or
  - (iii) a potential ownership or investment interest in, or potential compensation arrangement with any entity or individual with which the

Organization has a transaction or arrangement (or is contemplating entering into such transaction or arrangement); or

(iv) a director, officer, trustee or other management position with any entity with which the Organization has a transaction or arrangement (or is contemplating entering into such transaction or arrangement).

- (c) Compensation. Compensation includes direct and indirect remuneration. Compensation also includes gifts or favors that are substantial in nature.

Section 7.2 Duty to Disclose. An Interested Person must disclose the existence of his or her Financial Interest to the Organization and must be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement (or, to the extent not previously disclosed, an already existing transaction or arrangement).

Section 7.3 Procedures for Addressing the Conflict of Interest.

- (a) The Interested Person may make a presentation at the board meeting, and may also be present during the discussion of, and the vote on, the transaction or arrangement that results in the potential conflict of interest.
- (b) After exercising due diligence, the board shall determine by a majority vote of the disinterested directors, even though the disinterested directors be less than a quorum, whether the transaction or arrangement is fair and reasonable to the Organization and is solely in furtherance of its non-profit purpose, notwithstanding the existence of the Interested Person's Financial Interest in the proposed transaction or arrangement, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

## ARTICLE 8

### AMENDMENTS

These Bylaws may be altered, amended or repealed in whole or in part by vote of a majority of the Directors then in office.

CERTIFICATE

The undersigned, the Clerk of Medical Marijuana of Massachusetts, Inc. (the "Organization"), hereby certifies that attached hereto is a true and accurate copy of the Amended and Restated Bylaws of the Organization duly adopted by the Board of Directors of the Organization on October 15, 2015.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as an instrument under seal as of this 15th day of October, 2015.



\_\_\_\_\_

Lianne Ankner, Clerk



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

Minimum Fee: \$35.00

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

[Special Filing Instructions](#)

**Articles of Organization**

(General Laws, Chapter 180)

**Federal Employer Identification Number:** 001102121 (must be 9 digits)

**ARTICLE I**

The exact name of the corporation is:

MEDICAL MARIJUANA OF MASSACHUSETTS, INC.

**ARTICLE II**

The purpose of the corporation is to engage in the following business activities:

THE PURPOSE OF THE CORPORATION IS TO PROMOTE ACCESS TO HEALTH CARE IN THE COMMONWEALTH AND TO ENGAGE IN SUCH OTHER ACTIVITIES AS MAY BE CONDUCTED BY A CORPORATION ORGANIZED UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 180. THE CORPORATION IS NOT ORGANIZED TO OPERATE A MEDICAL MARIJUANA TREATMENT CENTER OR ACQUIRE, CULTIVATE, POSSESS, TRANSFER, TRANSPORT, SELL OR DISTRIBUTE MARIJUANA UNLESS PROPERLY LICENSED IN ACCORDANCE WITH MASSACHUSETTS LAW.

**ARTICLE III**

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

THE CORPORATION WILL HAVE NO MEMBERS.

**ARTICLE IV**

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

(If there are no provisions state "NONE")

A. THE CORPORATION MAY BE A PARTNER, EITHER GENERAL OR LIMITED, IN ANY BUSINESS ENTERPRISE WHICH IT WOULD HAVE THE POWER TO CONDUCT BY ITSELF. B. NO OFFICER OR DIRECTOR SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR, NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT ELIMINATE THE LIABILITY OF AN OFFICER OR DIRECTOR, TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY APPLICABLE LAW, (I) FOR ANY BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) FOR ANY

TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT, OR (IV) PURSUANT TO MASSACHUSETTS GENERAL LAWS CHAPTER 180, SECTION 6C. IF CHAPTER 180 OF THE MASSACHUSETTS GENERAL LAWS IS AMENDED TO AUTHORIZE CORPORATE ACTION FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF OFFICERS OR DIRECTORS, THEN THE LIABILITY OF AN OFFICER OR DIRECTOR OF THE CORPORATION SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY CHAPTER 180 OF THE MASSACHUSETTS GENERAL LAWS, AS SO AMENDED FROM TIME TO TIME.

Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

**ARTICLE V**

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

**ARTICLE VI**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

**ARTICLE VII**

The information contained in Article VII is not a permanent part of the Articles of Organization.

**a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:**

No. and Street: C/O ANKNER & LEVY, P.C.  
116 HUNTINGTON AVENUE  
 City or Town: BOSTON State: MA Zip: 02116 Country: USA

**b. The name, residential street address and post office address of each director and officer of the corporation is as follows:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	LIANNE ANKNER	226 BEACON STREET BOSTON, MA 02116 USA C/O ANKNER & LEVY, P.C., 116 HUNTINGTON AVENUE BOSTON, MA 02116 USA	Annual Meeting of Board
TREASURER	LIANNE ANKNER	226 BEACON STREET BOSTON, MA 02116 USA C/O ANKNER & LEVY, P.C., 116 HUNTINGTON AVENUE BOSTON, MA 02116 USA	Annual Meeting of Board
CLERK	LIANNE ANKNER	226 BEACON STREET BOSTON, MA 02116 USA C/O ANKNER & LEVY, P.C., 116 HUNTINGTON AVENUE BOSTON, MA 02116 USA	Annual Meeting of Board
DIRECTOR	LIANNE ANKNER	226 BEACON STREET BOSTON, MA 02116 USA C/O ANKNER & LEVY, P.C., 116 HUNTINGTON AVENUE BOSTON, MA 02116 USA	Annual Meeting of Board

**c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:**  
 December

**d. The name and business address of the resident agent, if any, of the business entity is:**

Name: LIANNE ANKNER  
No. and Street: C/O ANKNER & LEVY, P.C.  
116 HUNTINGTON AVENUE  
City or Town: BOSTON State: MA Zip: 02116 Country: USA

**I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:**

LIANNE ANKNER

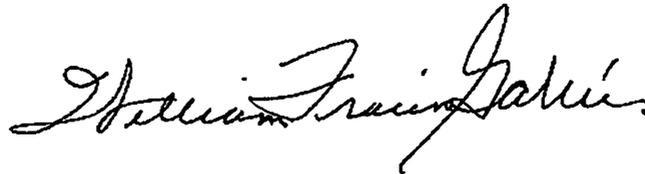
**IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 19 Day of March, 2013. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)**

LIANNE ANKNER

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:

March 19, 2013 09:41 AM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



The Commonwealth of Massachusetts  
William Francis Galvin

Minimum Fee: \$15.00

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

Special Filing Instructions

Articles of Amendment

(General Laws, Chapter 180, Section 7)

Identification Number: 001102121

We, JONATHAN HERLIHY  President  Vice President,

and LIANNE ANKNER  Clerk  Assistant Clerk ,

of MEDICAL MARIJUANA OF MASSACHUSETTS, INC.  
located at: 9 COLLINS AVENUE PLYMOUTH , MA 02630 USA

do hereby certify that these Articles of Amendment affecting articles numbered:

Article 1  Article 2  Article 3  Article 4

(Select those articles 1, 2, 3, and/or 4 that are being amended)

of the Articles of Organization were duly adopted at a meeting held on 11/30/2017 , by vote of: 0 members, 3 directors, or 0 shareholders, being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

ARTICLE I

The exact name of the corporation, **as amended**, is:  
(Do not state Article I if it has not been amended.)

TRIPLEXM CORP.

ARTICLE II

The purpose of the corporation, **as amended**, is to engage in the following business activities:  
(Do not state Article II if it has not been amended.)

ARTICLE III

A corporation may have one or more classes of members. **As amended**, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

ARTICLE IV

**As amended**, other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its

directors or members, or of any class of members, are as follows:  
(If there are no provisions state "NONE")

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

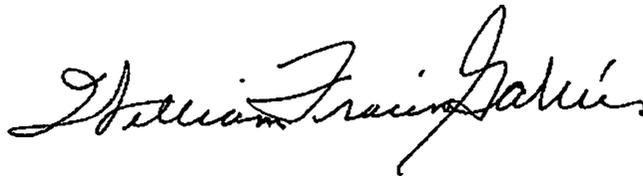
**Later Effective Date:**

**Signed under the penalties of perjury, this 1 Day of December, 2017, JONATHAN HERLIHY, its ,  
President / Vice President,  
LIANNE ANKNER, Clerk / Assistant Clerk.**

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:

December 01, 2017 01:14 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

Minimum Fee: \$15.00

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

**Articles of Amendment**

(General Laws, Chapter 180, Section 7)

Identification Number: 001102121

We, JONATHAN HERLIHY  **President**  **Vice President**,

and LIANNE ANKNER  **Clerk**  **Assistant Clerk**,

of TRIPLEXM CORP.

located at: 9 COLLINS AVENUE PLYMOUTH, MA 02630 USA

do hereby certify that these **Articles of Amendment** affecting articles numbered:

Article 1  Article 2  Article 3  Article 4

*(Select those articles 1, 2, 3, and/or 4 that are being amended)*

of the Articles of Organization were duly adopted at a meeting held on 12/4/2017, by vote of: 0 members, 3 directors, or 0 shareholders, being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

**ARTICLE I**

The exact name of the corporation, **as amended**, is:  
*(Do not state Article I if it has not been amended.)*

MM-MA.ORG, INC.

**ARTICLE II**

The purpose of the corporation, **as amended**, is to engage in the following business activities:  
*(Do not state Article II if it has not been amended.)*

**ARTICLE III**

A corporation may have one or more classes of members. **As amended**, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

**ARTICLE IV**

**As amended**, other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its

directors or members, or of any class of members, are as follows:  
(If there are no provisions state "NONE")

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

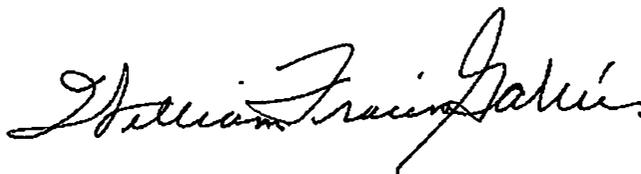
**Later Effective Date:**

**Signed under the penalties of perjury, this 4 Day of December, 2017, JONATHAN HERLIHY, its ,  
President / Vice President,  
LIANNE ANKNER, Clerk / Assistant Clerk.**

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:

December 04, 2017 11:06 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



The Commonwealth of Massachusetts  
William Francis Galvin

Minimum Fee: \$15.00

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

Articles of Amendment

(General Laws, Chapter 180, Section 7)

Identification Number: 001102121

We, JONATHAN HERLIHY  President  Vice President,

and LIANNE ANKNER  Clerk  Assistant Clerk ,

of MM-MA.ORG, INC.

located at: 9 COLLINS AVENUE PLYMOUTH , MA 02630 USA

do hereby certify that these Articles of Amendment affecting articles numbered:

Article 1  Article 2  Article 3  Article 4

(Select those articles 1, 2, 3, and/or 4 that are being amended)

of the Articles of Organization were duly adopted at a meeting held on 12/7/2017 , by vote of: 0 members, 3 directors, or 0 shareholders, being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

ARTICLE I

The exact name of the corporation, **as amended**, is:  
(Do not state Article I if it has not been amended.)

M3 VENTURES, INC.

ARTICLE II

The purpose of the corporation, **as amended**, is to engage in the following business activities:  
(Do not state Article II if it has not been amended.)

ARTICLE III

A corporation may have one or more classes of members. **As amended**, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

ARTICLE IV

**As amended**, other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its

directors or members, or of any class of members, are as follows:  
(If there are no provisions state "NONE")

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

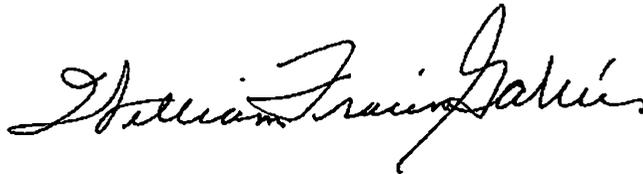
**Later Effective Date:**

**Signed under the penalties of perjury, this 8 Day of December, 2017, JONATHAN HERLIHY, its ,  
President / Vice President,  
LIANNE ANKNER, Clerk / Assistant Clerk.**

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:

December 08, 2017 08:25 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PAOLO SEPE  
M3 VENTURES, INC  
9 COLLINS AVE  
PLYMOUTH MA 02360-4808

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

The Commissioner of Revenue certifies that, as of the date of this certificate, M3 VENTURES, INC 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?*

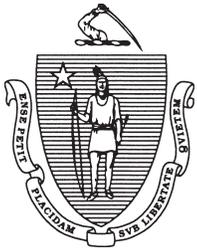
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *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

Date: May 24, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**M3 VENTURES, INC.**

is a domestic corporation organized on **March 19, 2013**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 19050507180

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

Processed by:

### **Plan for Obtaining Insurance**

Please see attached certificates of liability insurance that document that the Applicant has secured General Liability Insurance and Product Liability Insurance with limits of \$1M/occurrence and \$2M/aggregate each with a \$5,000 deductible as required under 935 CMR 500.105(10)



M3 Ventures, Inc.  
d/b/a Triple M  
Mashpee Adult Use Business Plan  
2021-2026

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### Executive Summary

The following is a summary of the business plan for M3 Ventures, Inc.'s (Triple M) renewal application for an adult-use Marijuana Establishment in Mashpee.

Triple M's Adult Use dispensary will be located at 29 Echo Road in Mashpee and is forecasted to open in the Spring of 2021. Triple M has been successfully operating its Registered Marijuana Treatment Center (MTC) at this location since receiving DPH approval in March 2018. In compliance with the Cannabis Control Commission (CCC) regulations, Mashpee's Adult Use and Medical retail operations are separate and distinct. Mashpee will obtain Marijuana and Marijuana Product to support its Adult Use retail operations from Triple M's CMO Cultivation/Processing facility located at 9 Collins Avenue, Plymouth, MA. Triple M continues to maintain a sound working relationship with the Town Administration, Police Chief and Fire Chief, and the community as a whole.

### Adult Use License Town of Mashpee

Triple M's facility at 29 Echo Road, Mashpee is located within the designated area approved by the Town zoning. Triple M entered into a Host Community Agreement for its Adult Use operations in April 2019. Triple M has successfully received a Special Permit to construct and operate the Adult Use Dispensary in two phases. The first phase (currently underway) will have Triple M operating the Adult Use and Medical Use from the existing building which is being modified to allow for separate and distinct Medical Use and Adult Use customer transactions.

### Adult Use Sales

Triple M's Mashpee location has successfully managed its commitment to dispensing quality medical cannabis prepared as dry flower as well as numerous processed products. Triple M will continue its objective to strive to be a premier operator for the production and the sale of medical and adult use cannabis.

As a CMO, M3 Ventures, Inc. (M3) will (1) initially reserve 35% of the MTC's marijuana products for its patient supply for the first 6 months of operations; and (2) thereafter will reserve a sufficient quantity and variety of medical-use products for

M3 Ventures, Inc.  
d/b/a Triple M  
Mashpee Adult Use Business Plan  
2021-2026

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registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months.

Triple Ms' timeline (Exhibit A) has the company completing the temporary renovations to commence Adult Use operations by Spring 2021. The new building (phase two) will be completed by the Spring of 2022.

### Market Size and Development

Triple M's, financial forecast utilizes the US Census data for the Cape and Islands and tourism, to prepare the 2021 -2026 projections. The Company defined the segment of the Cape population at 242,595 citizens with 195,157 individuals over 21 years of age. This forecast does assume a certain percentage of the state tourism industry will potentially visit the Mashpee Adult Use dispensary for a one-time sale, but tourism is subject to the status of the coronavirus during the summer of 2021 and thereafter.

Estimating Triple M's Mashpee Adult Use sales becomes more challenging as Cape Cod experiences an increase in the number of Adult Use dispensaries albeit located on the Outer Cape at this time. The Mashpee will have the Triple M Adult Use dispensary for the foreseeable future as the Town's Bylaws limit the number of dispensaries to 20% of liquor establishments.

For the foreseeable future, Triple M will also serve as the only Adult User Retailer on the Upper and Mid Cape. As a result, Triple M anticipates many of the Upper Cape Adult Use customers will choose Triple M as they will no longer need to drive off-Cape to make Adult Use purchases.

### Marketing Plan

Triple Ms' marketing strategy is based primarily on word-of-mouth referrals from customer satisfaction with the service provided by the Triple M staff members and the quality and variety of the Triple M products. Triple M continues to experience a demand for their flower that is "sold-out" within a day or two even with the company's self-imposed daily limit of a 1/4 ounce of flower per customer. The

M3 Ventures, Inc.  
d/b/a Triple M  
Mashpee Adult Use Business Plan  
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customers consider Triple M's flower to be superior.

Triple M will continue to utilize the company's website and social media applications to deliver accurate and timely information to its 21+ year audience. Triple M's major challenge is continuing to build a sustainable and repeatable path to contact potential customers. Triple M will continue to utilize its quality products and its customer satisfaction as the primary marketing strategy for the adult use dispensary. Triple M's marketing strategies will continue to occur on site: 1) Sell great products cultivated and produced by its Plymouth CMO location; 2) Provide well-trained customer service orientated staff; and 3) Meet and exceed the customers' expectations.

### Adult Use Dispensary Operations

Triple M will operate the Adult Use Dispensary 10-hours a day, Monday through Saturday, and Sundays from Noon to 5:00 PM. Triple Ms' Adult Use staff will receive their training from the Triple M Mashpee Medical Dispensary in consultation with the Triple M Plymouth Adult Use Dispensary. Triple M understands that the Adult Use customers and Medical patients expect first-class treatment. Triple M will continue to listen to its customers and patients and implement their recommendations to earn and build customer loyalty.

### Financial Plan

Triple M's business plan of investing in operating two Medical dispensaries proved to be a sound decision during the coronavirus closure of the Adult Use dispensaries. Triple M's 2020 Medical sales allowed the company to cover ongoing operating expenses. During the adult use closure, Triple M experienced an increase in the number of Medical patients visiting the Mashpee dispensary and a corresponding increase in Medical sales.

Triple M's six-year financial pro-forma, (Exhibit B) follows this summary. The pro-forma uses the following to prepare the projections: 1) Triple M Plymouth actual adult use average sale per transaction; 2) Triple M Plymouth CY 2020 sales; 3) US Census data for Cape Cod and the Islands; 4) Estimated Tourism; 5) Estimated

M3 Ventures, Inc.  
d/b/a Triple M  
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2021-2026

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number of adult use dispensaries opening along the South Shore and Cape during the next 6-years; and 6) Increase in the number of Adult User customers.

The projected sales for Triple M Mashpee Adult Use first year of operations (8-months), 2021 is estimated to reach \$11M; 2022 increases 20% to \$20M; 2023 increases 10% to \$22M; 2024 increases 10% to \$24M; 2025 increase 10% to \$26M; and 2026 increase 10% to \$29M. Taxes and Management Fees represent 57% of sales and are estimated as follows: Federal/State Taxes 29%; Mashpee Local Impact Fee 3%; and Triple M Management Fee 25%. Operating expenses are estimated to average 27% and Net Income is projected to average 16% during the period of 2021 to 2026.

### Conclusion

Triple M understands that the CCC, with their review of Triple M's renewal application, is entrusting Triple M's leadership team with an incredible opportunity. Triple M will continue to meet and exceed all of CCC's expectations. Thank you for your consideration.

M3 Ventures, Inc.  
d/b/a Triple M  
Mashpee Adult Use Business Plan  
2021-2026

EXHIBIT A:

## Triple M Mashpee - Recreational Time-Line

Date	Mashpee Recreational Process	Status
03.11.2019	Selectmen Approve Triple for Recreational Retail license	Completed
03.21.2019	Triple M Holds Community Outreach Meeting	Completed
04.08.2019	Selectmen Approve Triple M's Host Community Agreement	Completed
05.01.2019	Triple M Submits Mashpee Recreational Application to CCC	Completed
08.01.2019	ZBA Approves Modifications to Medical Dispensary (SP-2015-33 and SP-2019-36)	Completed
10.15.2019	Board of Health Approves Site and Septic Plans	Completed
02.08.2020	CCC Issues Provisional License Recreational	Completed
03.20.2020	CCC Approves Architectural Review of Temporary Additions to Existing Medical Dispensary	Completed
08.26.2020	ZBA Approves Permanent Addition to Mashpee Building (39-2019-36 and SP-2020-28)	Completed
10.08.2020	Building Department Permit for Two Temporary Additions (C-20-0877)	Completed
10.08.2020	Building Department Permit for New Building Foundation ((C-20-0879)	Completed
11.16.2020	CCC Approves Architectural Review of New Building	Completed
12.21.2020	Presentation to Board of Selectmen	
TBD	Town Issue Occupancy Permit for Existing Building	
TBD	CCC Issues Final License for Adult Use Sales	
TBD	CCC Conducts Ready for Adult Use Sales Inspection	

M3 Ventures, Inc.  
d/b/a Triple M  
Mashpee Adult Use Business Plan  
2021-2026

EXHIBIT B:

M3 Venture's Inc. Mashpee Recreational Pro-forma							
Sales Estimates		2021	2022	2023	2024	2025	2026
Number of Months		8	12	12	12	12	12
Sales Per Month		\$1,400,000	\$1,680,000	\$1,848,000	\$2,032,800	\$2,236,080	\$2,459,688
Projected Increase in Sales		n/a	120%	110%	110%	110%	110%
Customers Per Day		493	591	650	715	787	865
Customers Per Hour		63	75	83	91	100	110
Sales Per Year		\$11,200,000	\$20,160,000	\$22,176,000	\$24,393,600	\$26,832,960	\$29,516,256
Customers Visits Per Year		176,842	212,211	233,432	256,775	282,452	310,697
Annual Sales		\$11,200,000	\$20,160,000	\$22,176,000	\$24,393,600	\$26,832,960	\$29,516,256

Taxes And Fees		2021	2022	2023	2024	2025	2026
Federal and State Corporate Tax	-29%	-\$3,248,000	-\$5,846,400	-\$6,431,040	-\$7,074,144	-\$7,781,558	-\$8,559,714
Mashpee Community Impact Fee	-3%	-\$336,000	-\$604,800	-\$665,280	-\$731,808	-\$804,989	-\$885,488
Triple M Management Fee	-25%	-\$2,800,000	-\$5,040,000	-\$5,544,000	-\$6,098,400	-\$6,708,240	-\$7,379,064
Total Taxes and Fees	-57%	-\$6,384,000	-\$11,491,200	-\$12,640,320	-\$13,904,352	-\$15,294,787	-\$16,824,266
		-57%	-57%	-57%	-57%	-57%	-57%

Net Sales After Taxes & Fees		\$4,816,000	\$8,668,800	\$9,535,680	\$10,489,248	\$11,538,173	\$12,691,990
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Expenses		2021	2022	2023	2024	2025	2026
Management Staff		-\$336,490	-\$416,406	-\$458,047	-\$503,852	-\$554,237	-\$609,661
Dispensary Staff		-\$1,685,600	-\$3,034,080	-\$3,337,488	-\$3,671,237	-\$4,038,360	-\$4,442,197
General & Administrative		-\$1,333,333	-\$2,000,000	-\$2,100,000	-\$2,205,000	-\$2,315,250	-\$2,431,013
Total Expenses		-\$3,355,423	-\$5,450,486	-\$5,895,535	-\$6,380,089	-\$6,907,847	-\$7,482,870
		-30%	-27%	-27%	-26%	-26%	-25%

Net Income		\$1,460,577	\$3,218,314	\$3,640,145	\$4,109,159	\$4,630,325	\$5,209,120
Profit or Loss		13%	16%	16%	17%	17%	18%

M3 Ventures, Inc. Triple M – Mashpee Executive Summary Winter 2020

Restricting Access to Age 21 and Older for Applicant MRN282350

No one under the age of 21 shall be permitted entry to the Applicant's co-located Retail Dispensary; provided, however, that a marijuana for medical use registered patient who is at least 18 but younger than 21 may access the Registered Marijuana Dispensary upon proof of his/her patient registration card issued by DPH or the CCC as well as proof of identification; and provided further that a marijuana for medical use registered patient who is younger than 18 may access the Registered Marijuana Dispensary only if he/she can provide proof his his/her patient registration card issued by DPH or the CCC and only while accompanied by a personal caregiver who is at least 18 years old who can produce a personal caregiver registration card issued by DPH or the CCC as well as proof of identification. The Applicant will use an identification scanner to ensure that the government-issued photo identification provided is valid.

## **RECORD KEEPING PROCEDURES**

### **General**

All records are maintained in either electronic or paper format. If in paper format, the records will remain in a locked cabinet with access to such records by Dispensary Agents who have a need to access or create such records in accordance with their job function. If in electronic format, access to such records are protected by a password that will be available only to Dispensary Agents who have a need to access or create such records in accordance with their job function. All electronic records are backed-up on a server that is maintained off site.

M3 Ventures (the Company) makes its records available for inspection by CCC, upon request. In addition to the specific record retention requirements noted below, in the event of the closure of the Company, all records shall be maintained for at least two (2) years in a form and location acceptable to CCC.

### **Personnel Records**

The Company shall maintain personnel records for at least 3 years after termination of the individual's affiliation with the Company. The Company maintains the following personnel records for each Dispensary Agent:

1. Job description for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.
2. Personnel record for each Dispensary Agent to include the following:
  - (a) Full name, address and telephone details of each Dispensary Agent.
  - (b) A copy of the application (and all supporting materials) that the Company submitted to CCC on behalf of the prospective Dispensary Agent to become a Registered Agent;
  - (c) Documentation of verification of references;
  - (d) The job description or employment (or independent contractor) contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - (e) 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 as well as the training materials provided;
  - (f) Documentation of periodic performance evaluations;
  - (g) Record of any disciplinary action taken; and

- (h) Documentation regarding completed responsible vendor training, once implemented by the CCC, to be retained for four (4) years;
  - (i) Documentation of annual eight-hour related duty training.
3. All CORI reports obtained in connection with the registration of each Dispensary Agent (to be kept separate from the general personnel files of each Dispensary Agent).
  4. All results of new and on-going Dispensary Agent background information checks.

## **Business Records**

The Company maintains manual and/or computerized records of the following:

1. Staffing Plan;
2. List of all board members and executives of the Company (which shall be provided upon request by any individual);
3. Training materials for Dispensary Agents based on job description;
4. Inventory records, including seed-to-sale tracking records for all marijuana and Final Marijuana Products created and maintained in accordance with the Company's Inventory Policies and Procedures for a period of two (2) years;
5. Pricing lists of its Final Marijuana Product for a period of two (2) years;
6. Financial records are kept in accordance with general accounting principles and include the following:
  - a. Assets and liabilities, for a period of six (6) years;
  - b. Copies of the most recent third party financial audit for a period of six (6) years;
  - c. Monetary transactions, for a period of four (4) years;
  - d. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers, for a period of six (6) years;
  - e. Sales records that (a) for Medical Marijuana sales indicates the name of the Patient or Personal Caregiver to whom marijuana and MIPs have been dispensed, including the quantity, form, and cost, and (b) for Adult Use Marijuana sales indicates quantity, form and cost of marijuana products, each for a period of for a period of four (4) years;
  - f. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company, including members of the Company as a

non-profit corporation (if any) while the individual is affiliated with the Company and for a period of three (3) years thereafter;

7. Waste Logbook entries created pursuant to the Waste Disposal Policy and Procedure for two (2) years;
8. The Company's Operations Manual, Staff Member Handbook, standard operating procedures and personnel policies and procedures and former versions of the same will be maintained for a period for a period of two (2) years;
9. Governing Documents of the Company, as amended, including Articles of Organization, Bylaws, and minutes of meetings of the Company;
10. Results from testing for Environmental Media and Final Product Testing for one (1) year;
11. Laboratory Manifests, Returning Laboratory Manifests, and Transfer Manifests for one (1) year;
12. All records pertaining to Patients will be maintained by the Company for a period of two (2) years after the last transaction between the Patient and the Company; and
13. All documentation related to an incident that is reportable in accordance with the Company's Incident Reporting Policy and Procedure for at least one (1) year.

The Company will provide to any individual upon request, the names of all board members, executives and members of the Company as a non-profit corporation (if any).

## **Diversity plan to promote equity among members of the Equity Pool in the operation of M3 Ventures, Inc.'s (d/b/a Triple M) Marijuana Establishments for Mashpee.**

Triple M's plan is specifically designed to promote equity among members of the "Equity Pool", defined to include the following demographics:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are lesbian, gay, bisexual, transgender, queer and/or questioning their sexual and/or gender identity.

Triple M strives to provide opportunities to allow all individuals in its workforce (inclusive of all members of the Equity Pool) to achieve success and to ensure there are no barriers impacting employee attraction, selection, participation, retention, and promotion, thereby enabling opportunity for employment success and career growth.

### Diversity Goal #1

Triple M's Diversity Goal #1 is to have its new workforce that will be hired in connection with the opening of its Mashpee Adult Use Establishment to be comprised of thirty percent (30%) of members in the Equity Pool.

#### a. Programs to Support Goal #1

- Targeted recruitment
  - Triple M will work with local organizations to ensure the representation of members of the Equity Pool as workforce applicants.
  - Advertising for job positions without imposing unnecessary educational background requirements. Job postings on the Applicant's website, local Veteran's associations and online with "Indeed" will occur within 30 days after the Applicant receives its provisional license and will remain posted for 3 weeks thereafter and will re-occur on an as needed basis to support applicants for any job openings.
  - When drafting job descriptions, Triple M will minimize the number of industry specific skills or experiences required that may confuse or deter candidates from the Equity Pool.
  - The Applicant will select members of the Equity Pool where quality and seniority are relatively equal.

b. Metrics to measure whether Goal #1 is successful or requirements more improvement

Within 3 months prior to expiration of its annual Mashpee Adult Use Marijuana Establishment license, Triple M will review and analyze the effectiveness of its Diversity Programs as it relates to its Goals and will compile documentation that supports its analysis and its efforts in achieving its Goals. From that review and analysis, it will determine what changes should be made for the subsequent license renewal year in terms of new diversity Goals and Programs. The metrics that Triple M will look at for Diversity Goal #1 is the percentage of individuals from the Equity Pool that were hired as part of the newly hired Mashpee Adult Use Establishment workforce during the Measuring Period (which is defined for the first year as the period from the date of Triple M's award of its provisional Mashpee Adult Use Marijuana Establishment license up through the third month prior to license renewal, and for every year thereafter from the date that is three months prior to license renewal through the twelve month period thereafter).

Diversity Goal # 2

Triple M's goal is to retain and promote individuals it hires in the Equity Pool. Specifically, Triple M's goal is to maintain an annual retention rate of 75% of all individuals hired from the Equity Pool and that 25% of its promotions during the Measuring Period will derive from members of the Equity Pool.

a. Programs to Support Goal #2

- Employee development programs
  - On going, real time training to help employees attain promotions into higher levels of responsibility. While this training occurs informally on a day-to-day basis, a more formal review and recommendations to achieve greater responsibility will occur on an annual basis during the employee review cycle.
- Access to flexible scheduling
  - Offering up to 20% of its workforce the opportunity to be engaged on a part-time basis with flexible scheduling.
- Employee performance management and communication
  - Triple M's management program includes transparency and accountability on employee expectations, career development opportunities, coaching and discipline, as well as a performance review process where employees have the opportunity, on an annual basis, to provide feedback on their supervisor.

b. Metrics to measure whether Goal #1 is successful or requirements more improvement

Within 3 months prior to expiration of its annual Mashpee Adult Use Marijuana Establishment license, Triple M will review and analyze the effectiveness of its Diversity Programs as it relates to its Goals during the Measuring Period and will compile documentation that supports its analysis and its efforts in achieving its Goals. From that review and analysis, it will determine what changes should be made for the subsequent license renewal year in terms of new Goals and new Programs. The metrics that Triple M will look at for Diversity Goal #2 are the percentage of employees from the Equity Pool that continued to be employed by the Applicant

during the Measuring Period and the percentage of employees from the Equity Pool that were promoted during the Measuring Period.

Triple M's current workforce evidences its commitment to equity and equality, as its workforce includes minorities, women, veterans, and individuals with disabilities, including 67% of its Executive Management Team and 60% of its Board of Directors.

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

Date

## Separating Adult Use from Medical Operations for Applicant MRN282350

The Applicant is co-locating its Registered Marijuana Retail Dispensary with its adult use Marijuana Retailer operations. The Applicant will separate the two operations physically in the Retail Dispensary as well as at the point of sale. The interior of the Retail Dispensary will have 8 transaction stations: 3 of which will be designated as only for medical patients; the remaining 5 will be able to be accessed by adult use customers, or if the medical patient so chooses, by medical patients as well. The medical-only retail dispensary and the adult use retail dispensary are located in separate wings of the building with separate ingress/egress.

The Applicant has a separate room located adjacent to the sales floor that allows for confidential patient consultation.

The Applicant will sell the exact same medical marijuana flower products to its medical patients and adult use customers. With respect to marijuana infused products, the Applicant intends to primarily provide the same category of product for both its medical patients and adult use customers. However, there may be some categories of product which will only be sold to medical patients because they contain a higher TAC level than permitted by law for adult use sale (e.g., an MIP with individual serving in excess of 5 mgs THC). The Applicant's entire inventory will be allocated to either Adult Use or Medical, as appropriate based on the product.

The inventory is virtually separated in Metrc and the Applicant's seed-to-sale software. The seed-to-sale software and Metrc only permit sales within the appropriate license – as a result, if a sales person is “logged in” under the adult use license, then only inventory that is barcoded as adult use will be recognized by the seed-to-sale software; no barcode on a medical product in such a circumstance will be recognized. Similarly, if a sales person is “logged in” under the medical license, then only the inventory that is barcoded as medical will be recognized by the seed-to-sale software. In addition to virtual separation, the medical product will be stored solely in the drawers that are at the medical-only transaction stations in the medical retail store and the adult use product will be stored solely in the drawers that are designated as adult use in the adult use retail store. If a medical patient wishes to receive services at an adult use transaction counter, the sales person will need to log out of the adult use license and log in under the medical license and will need to retrieve product from the medical only transaction drawers. The Limited Access Area storage vault will be separated into Medical and Adult use and the inventory will be stored in the designated area. Adult use customers will only be able to purchase up to 1 ounce of flower or 5 grams of concentrate per person per day. Medical marijuana patients will continue to be able to purchase up to 10 ounces of marijuana (or dry weight equivalent) over a 60 day period. The Applicant will allocate the adult use tax of 20% to recreational sales and will report/pay the same to the Commonwealth.

## Updated Summary of Personnel Policies and Procedures for Applicant MRN282350

The Applicant has the following personnel policies:

1. Staff Member Handbook, which addresses the following:
  - a. Equal Opportunity and Non-Discrimination
  - b. Non-Harassment Policy
  - c. Workplace Safety
  - d. Workplace Violence Prevention
  - e. Drug and Alcohol Use
  - f. Security Inspections
  - g. Personal Relationships in the Workplace
  - h. Paid Time Off
  - i. Sick Time Policy
  - j. Personnel Files
  - k. Electronic Communications Policy
  - l. Resignation/Exit Interview
  - m. Leaves of Absence
  - n. Compensation, Performance Reviews
    - i. Documenting Hours Worked – Tsheets
    - ii. Paid/Unpaid Breaks
    - iii. Overtime
    - iv. Performance, Appraisal, Evaluation, Salary Reviews
    - v. Job Opportunities – Promotion and Lateral Transfer
  - o. Open Door Policy
  - p. Registered Dispensary Agent requirement
  - q. Smoking areas outside of building
  - r. Prohibition on Tipping or Accepting Gratuities
  - s. Employee Benefits
    - i. Insurance Benefits
    - ii. 401(k) Retirement Plan
    - iii. Paid holidays, PTO, overtime and breaks
2. Emergency Preparedness
3. Staff Member Security Policy and Procedure
4. Standard Operating Procedures for each department
5. Confidentiality of Patient/Consumer Information
6. Dress Code, Personal Cleanliness and Infection Control Policy
7. Restrictions on Staff Member's Purchase of Product
8. Home Growing Policy to comply with State law

9. Mandatory Safety Standards for Workplaces and the Sector Specific Safety Protocols and Best Practices for Manufacturing adopted by Governor Baker resulting from COVID-19 in connection with the operation of its business during COVID-19.

Qualifications and Training for Applicant MRN282350

All personnel receive job-specific training prior to performing job functions and, on an annual basis, 8 hours of ongoing training hereafter. The training includes review of standard operating policies and procedures applicable to each position, in-service training with department directors, hands-on training and training on individual personnel issues. In addition, all owners, managers and employees must complete the Responsible Vendor Program, within 90 days of being hired (and on an annual basis thereafter) Responsible Vendor Program and documentation must be retained for four (4) years; all other personnel training shall be retained for a period of three (3) years post-termination. The following are descriptions of the qualifications for each category of personnel at the adult-use Recreational Dispensary:

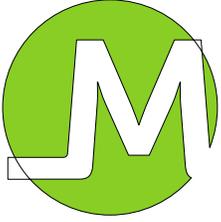
<b>Position</b>	<b>Duties</b>	<b>Qualifications</b>
Chief Executive Officer	Has general charge and control over the strategic vision of the business and affairs of the Company and reports to the Board of Directors.	Over 20 years experience of running and managing a business, with demonstrated leadership capabilities.
President/General Counsel	Has general supervision and oversight of the business and operations of the Company. Monitors the Company's compliance with laws and provides legal advice on transactional and governance matters. Reports to the Board of Directors.	Over 20 years experience providing regulatory and transactional legal services to health care providers; over 7 years of operating a start-up business.
Chief Operating Officer	Oversees the day-to-day operations of the Company, creates operations strategies and policies, and oversees human resource management. Reports to the CEO.	Over 20 years experience of operational management of a business or non-profit, with demonstrated leadership capabilities.

<p>Director of Community Outreach</p>	<p>Acts as the liaison between the Company and Town officials to manage and address any concerns regarding operations as well as enhance community relations with the company.</p>	<p>Mashpee business leader and civic activist for several years. Serves on Boards of many non-profit and for-profit organizations. Has held many civic and community positions including several elected and appointed Mashpee positions.</p>
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Position	Duties	Qualifications
<p>Dispensary Manager</p>	<p>Manage the dispensing process and trains and manages all Dispensary Agents involved in the dispensing process. Stocks the Retail Dispensary with marijuana and stores in the Back-Up Storage Vault any product not purchased from the Recreational Dispensary at the end of business, and collects receipts from the Cashiers' stations for storage in the Cash Vault. On a daily basis, conducts the "Daily Close" to ensure that the daily sale of product balances with the inventory control system, that the receipts balance with the register receipts and that all remaining product balances to the inventory manifest and along with the receipts are placed in the Cash</p>	<ul style="list-style-type: none"> <li>• At least 21</li> <li>• Bachelor Degree</li> <li>• 2 plus years retail managerial experience</li> <li>• Excellent communication skills</li> <li>• Inventory experience</li> <li>• Proficiency in windows-based software</li> <li>• Demonstrated ability to lead</li> <li>• Understanding of accounting principles and math</li> <li>• Marijuana product knowledge</li> <li>• Excellent organization/planning skills</li> </ul>

	Vault at the end of each business day. Reports to the COO.	
Receptionist	Registers customers, verifies identification documentation and registers visitors. Reports to the Dispensary Manager.	<ul style="list-style-type: none"> <li>• At least 21</li> <li>• HS diploma or equivalent</li> <li>• Outstanding customer service skills</li> <li>• Ability to communicate politely and appropriately in all situations</li> <li>• Strong computer skills</li> </ul>
Dispensary Agents	Dispense marijuana flowers, pre-rolled cigarettes and MIPs to customers. Manages individual cash drawer and debit POS. Reports to the Dispensary Manager.	<ul style="list-style-type: none"> <li>• At least 21</li> <li>• Must demonstrate significant marijuana product knowledge</li> <li>• Prior retail sales experience required, with demonstrated capability to provide outstanding customer service.</li> <li>• Excellent communication and customer service skills</li> <li>• Computer operating skills</li> <li>• Attention to detail</li> <li>• Prior experience in retail cashier or sales highly valued</li> </ul>
Security Guards	Monitor and manage at all times the safety and security of customers and Dispensary Agents and ensure the security of marijuana plants and final product and reports to the Director of Security and Anti-Diversion.	<ul style="list-style-type: none"> <li>• At least 21</li> <li>• clean criminal record</li> <li>• ability to handle atypical and crisis situations efficiently and effectively</li> </ul>

		<ul style="list-style-type: none"><li>• training and certification in First Aid, CPR and AED preferred</li></ul>
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## QUALITY CONTROL AND TESTING PROCEDURES

### FINISHED PLANT MATERIAL AND MARIJUANA PRODUCT

No cannabis product is sold or otherwise marketed for adult use or medical sales that has not been tested by an Independent Testing Laboratory (ITL) and all such product has passed all required tests.

M3 Ventures (the Company) tests all of its Finished Plant Material and Marijuana Products by an ITL in accordance with CCC's Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products.

- *Finished Plant Material* means flowers of the female marijuana plant that have been trimmed and dried.
- *Marijuana Product* means Flower Bud, Pre-Rolled Cigarettes, Extracts (rosin, hash or kief), Concentrate (e.g. oils produced with solvent extraction methods and vapes) and MIPs.

### Finished Plant Material

- (1) The Finished Plant Material for each Cultivation Batch must be tested before the Finished Plant Material can be sold as a Marijuana Product (e.g., either Flower Bud or Pre-Rolls) or before any Finished Plant Material may be used to process any other Marijuana Product (resin, concentrates, MIPs, etc.).
  - (a) Finished Plant Material intended for sale as flower and/or prerolls must be tested (and passed) for metals, pesticides, microbial contaminants and cannabinoid profile.
  - (b) Finished Plant Material intended for use in processing any other Marijuana Product must be tested (and passed) for pesticides only.
- (2) If the Finished Plant Material passes "All Uses" for metal, pesticide and microbial contaminant limits, then the Finished Plant Material may be sold as Marijuana Product (e.g., Flower Bud or Pre-Rolls) and may be used to process other Final Marijuana Product (Concentrates, MIPs).
- (3) If the Finished Plant Material passes pesticide contaminant testing, but fails biological or metal contaminant testing, then follow the "Procedure for Failed Product" (below).

## **Concentrates and Extracts**

- (1) All Concentrates and Extracts intended for sale as Marijuana Products must be further tested for metals and residual solvents, if solvents were used in their production, as well as microbial contaminants. Vape carts must also be tested for Vitamin E Acetate.
- (2) If any Concentrates/Extracts fail any contaminant testing then, follow the “Procedure for Failed Product” (below).

## **Marijuana Infused Products (MIPs)**

- (1) Each MIP Production Batch must be tested for biological and metal contaminants.
- (2) MIPs Production Batches need not have additional testing for pesticides and residual solvents.
- (3) If any Concentrates/Extracts fail any contaminant testing then, follow the “Procedure for Failed Product” (below).

## **Procedure for Failed Product**

- (1) If the Company receives notice that Marijuana or a Marijuana Product it has submitted for testing has failed any test for contaminants, it shall either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product.
  - (a) Reanalysis by a Second ITL. If the Company chooses to reanalyze the sample, the same sample shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample representing the same sample set previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample shall have passed the Second Confirmatory Test at a second ITL. Any Marijuana and Marijuana product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to consumers, patients or Company. Any such product shall be destroyed.
  - (b) Remediation. If the Company chooses to remediate, a new test sample shall be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana product may be remediated a maximum of two times. Any Marijuana or Marijuana product that fails any test after the second remediation attempt may not be sold, transferred or otherwise dispensed to consumers, patients or Company. Any such product shall be destroyed.

- (2) If the Finished Plant Material or Marijuana Product cannot be remediated (fails for pesticides or fails after remediation) or fails the re-analysis, then the Company shall notify the CCC within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and the Company shall dispose of the Finished Plant Material or Marijuana Product in accordance with its Waste Disposal Policy. The notification will include a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

### **Validity of Tests**

The Company maintain the results of all testing for no less than one year. Testing results shall be valid for a period of one year. 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.

### **Excess Marijuana**

The Company contractually ensures that the ITL returns any excess Marijuana to the Company for disposal or the ITL disposes of it directly in accordance with the CCC's regulations regarding disposal of waste.

## **ENVIRONMENTAL MEDIA LABORATORY TESTING**

The Company tests all environmental media (e.g., soils, solid growing media, and water) in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the CCC.

All soils and solid growing media must be sampled and analyzed 1) initially prior to use for cultivation of medical marijuana, and 2) at least annually, and within the quarter if amended. Specifically: All source soils or solids must be sampled and analyzed prior to use in cultivation and whenever new soils or solids are received from a different source. Solid materials used in alternative, non-soil cultivation approaches such as hydroponics including but not limited to clay, rock wool, and vermiculite or other non-soil enhancements must be sampled and analyzed prior to being used for cultivation of medical marijuana and whenever received from a different source. All cultivation soils used in beds or containers to actively cultivate marijuana must be sampled and analyzed annually. In cases where cultivation soils (or other solid growing media) are amended with additional solid materials (excluding water and nutrient fertilizers), sampling and analysis in the quarter during which the soil was amended is required.

Water derived from a PWS and used in soil or solid growing media cultivation of medical marijuana is exempted from sampling and analysis requirements. If the water is derived from a PWS, the public records of the analysis retained by the Company and available to inspectors to demonstrate adequate analysis of the water and exemption from analysis. Water derived from non-PWS sources must be sampled and analyzed prior to use for cultivation of medical

marijuana and quarterly thereafter. All water, regardless of source, used in hydroponic cultivation approaches must be sampled and analyzed prior to use for cultivation for medical marijuana and quarterly thereafter, at a minimum.

## **GENERAL REQUIREMENTS PERTAINING TO QUALITY CONTROL AND TESTING PROCEDURES**

The Company is not a cultivator, product manufacturer, microbusiness or craft marijuana cooperative, as a result, 935 CMR 500.105(3) is inapplicable.

None of the product dispensers come into direct contact with marijuana as the product is all pre-packaged; however, if they did, they would be subject to the requirements for food handlers. All agents conform to sanitary practices including maintaining adequate personal cleanliness and washing hands before coming on to a shift, after a break, after using the bathroom or any other time their hands become soiled. The handwashing facilities are located in the bathroom and the break room; there is no production area at the retail store.

The only equipment on site are the computer system, a scale, printers, computers, telephones, fridge and microwave and there is sufficient space for this equipment for the maintenance of sanitary operations.

Non-cannabis litter and waste is removed from the facility each day and cannabis litter is maintained in a sealed container and removed on a weekly basis so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

Floors, walls and ceilings were constructed in such a manner that they can be adequately kept clean and in good repair.

All contact surfaces are cleaned on a daily basis and sanitized as frequently as necessary to protect against contamination.

All toxic items are identified, held and stored in the janitor's closet or under the sink in the break room and never come into contact with marijuana to pose a threat of contamination.

Water supply is sufficient to support the break room and the bathroom. There is no other need for water supply.

Plumbing is of adequate size and design to maintain sufficient quantities of water to the sink in the break room and the bathroom; there is no other need for water supply.

There is a bathroom for the employees to use; there are only 5 employees.

All product transferred from Plymouth to Mashpee (there are no other transfers of product to Mashpee) are pre-packaged in sealed plastic bags, stored in a container that is tamper evident.

The vehicle transporting the product has adequate ventilation and cooling systems to that there are no physical, chemical or microbial contamination in the 30-45 minute drive between the facilities.

## FINANCIAL RECORDS PLAN

Financial records are kept in accordance with general accounting principles and include the following:

1. Assets and liabilities, for a period of six (6) years;
2. Copies of the most recent third party financial audit for a period of six (6) years;
3. Monetary transactions, for a period of four (4) years;
4. Pricing lists of its Final Marijuana Product for a period of two (2) years;
5. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers, for a period of six (6) years;
6. Sales records that (a) for Medical Marijuana sales indicates the name of the Patient or Personal Caregiver to whom marijuana and MIPs have been dispensed, including the quantity, form, and cost, and (b) for Adult Use Marijuana sales indicates quantity, form and cost of marijuana products, each for a period of four (4) years; and
7. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company, including members of the Company as a non-profit corporation (if any) while the individual is affiliated with the Company and for a period of three (3) years thereafter.

Financial records are maintained for at least a two (2) year period following closure of the Company, or longer, as noted above (or below).

The Company will allocate the adult use tax of 20% to adults sales and will report/pay the same to the Commonwealth. The Company will comply with 803 CMR 62C.25:1 and Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. In general, the Company's POS system records **all** transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. In particular, the Company maintains a complete and accurate record of the gross receipts/expenditures from all purchases and sales, whether or not taxable.

Further, the Company maintains daily records of all non-cash transactions affecting accounts payable, records of all cash receipts and cash disbursements, including any check transactions, documents which evidence the original transaction, and records or lists concerning inventories, fixed assets or prepaid items, and a ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger clearly classifies the individual accounts receivable and payable and the capital account.

All such are easily locatable, and organized and in such form so that the DOR can ascertain whether liability for tax is incurred and, if so, the amount of liability. All such records are made available to the DOR upon request and are preserved for no less than 6 years.

The Company's POS systems' sales and transactions are made through a computer system. The system records what is being sold, the selling price, and the quantity sold. It then calculates the total due, including tax, and how much change is due.

Each POS transaction record provides enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Detailed information required for each sales transaction includes, but is not limited to the: individual item(s) sold, selling price, tax due, invoice number, date of sale, method of payment, and POS terminal number and POS transaction number.

The Company's electronic records permit the direct reconciliation of the receipts, invoices, and other source documents with the entries in the books and records and on the returns of a taxpayer. The Company's POS system maintains auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The records provide the opportunity to trace any transaction back to the original source or forward to a final total (i.e., audit trail details).

Because the Company has been dispensing adult use for less than 6 months, it will reserve 35% of its marijuana products for medical sales. After 6 months of adult use dispensing, it shall reserve marijuana products for patient supply, unless unreasonably impracticable, that reflect the actual types and strains of marijuana products documented during the previous 6 months. In the event that a substitution must be made, the substitution shall reflect the type and strain no longer available at the Company as closely as possible.

The Company will perform weekly audits of patient supply of medical marijuana available with the Company and shall retain those records for a period of 6 months. Bi-annually, the Company shall submit to the CCC an inventory plan to reserve a sufficient quantity and variety of marijuana for registered patients and will also provide to the CCC accurate sales data collected during the prior 6 months for the purpose of ensuring an adequate supply of medical marijuana. On each occasion that the reserved patient supply is exhausted, and a reasonable substitution cannot be made, the Company will submit a report to the CCC.

The Company does not utilize software or other methods to manipulate or alter sales data, and engages a third party consultant to audit its computers each month to conform no such software has been installed. In the event an audit reveals that such software has been installed or other methods have been utilized to manipulate or alter sales data, the Company will immediately disclose the information to the CCC, cooperate in any investigation, and take such other action directed by the CCC. The Company maintains the records that demonstrates the monthly audit for a period of two (2) years.





## **Triple M Energy Efficiency and Conservation Policy and Procedure**

**Adopted: 3.1.19; Amended 9.21.20**

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities.

**Triple M houses its Mashpee Medical dispensary in a 1,544 square foot, one story building constructed in 2017. Triple M contracted with RISE Engineering and the Cape Light Compact in February 2020 to conduct an assessment to summarize the site's existing points of energy consumption and determine cost-effective measures that may be implemented and incentivized by the Cape Light Compact.**

**After reviewing the site and possible measures, RISE deemed that the building is energy efficient with zero recommendations for energy improvement, based on the following observations:**

- **Heating is provided by a 120MBH condensing furnace, manufactured by Goodman in 2016. The furnace operates at 97% efficiency and is controlled by energy efficient WiFi thermostats with scheduled set-back capability.**
  - **Cooling is provided by an outdoor condensing unit manufactured by Goodman in 2017. This unit has a cooling capacity of 2.5 Tons and operates at an efficiency level of SEER 14.**
  - **Domestic hot water is provided by a tankless on-demand water heater manufactured by Bosch in 2017. This unit provides domestic hot water to the restroom and kitchenette faucets. The on-demand water heater has a maximum output of 175MBH and operates at an efficiency level of 95%.**
  - **The building's plumbing fixtures consist of a single restroom faucet and a kitchenette faucet, both are energy efficient, rated at 1.5 gallons per minute (gpm) and energy efficient LED lighting has been installed throughout the building.**
  - **The Triple M Management building was built to 2017 codes and standards, and is adequately insulated. There is 8" of loose blown-in cellulose in the attic flat resulting in a Resistance value of R-25. The recommended resistance value for Cape Cod is R-49. However, the building currently uses approximately .22 therms per sq. ft. which is energy efficient, so additional insulation or air sealing is not recommended.**
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable.

**Due to the size of the dispensary (1,544 square feet) and site constraints such as size, property setbacks and required drainage areas, Triple M did not consider on-site generating options. Rather, Triple M focused on designing an energy efficient building, which included the measures listed above.**



3. Specific Energy Efficiency Standards for Triple M's Cultivation Facility.

**No cultivation or processing activities occur at the Mashpee dispensary. The following standards are in place for the Plymouth Cultivation Facility:**

**HVAC:**

Triple M has a yearly maintenance contract with Phoenix Air Services for all Air Handling Units (AHUs), Roof Top Units (RTUs), Boilers and associated equipment. As part of that contract, filters and belts are inspected and changed twice per year.

**Building Maintenance System:**

Triple M monitors and controls HVA operations, including AHUs, RTUs, chilled water, CO2 and boiler systems via a Honeywell BAS unit. Service and preventative maintenance for this system is provided by O'Leary Temperature Controls. This includes an annual review of automation set points and software upgrades, as well as emergency service.

**Mobil Dehumidification:**

Triple M uses five (5) portable mobile dehumidification units in the cultivation rooms to provide additional dehumidification at various stages of the grow cycle. The filters and hoses for each unit are cleaned after each grow by cultivation staff. Machine repairs to the portable units are performed by Cleaning & Restoration Supply of New England

**Quest Dehumidification Units:**

Triple M has six (6) Quest mini-split units installed in the Mother's Room, Vegetation Room, Product Vault and Labeling/Packaging Room. Triple M has a yearly maintenance contract with Phoenix Air Services for these units, including having the filters changed every 4 months

**Chiller and Boilers:**

Chilled water is provided by one CH200X Tecogen gas engine-driven chiller. Heat is recovered from the engine jacket and exhaust air stream to offset the hot water heating load at the facility. The remaining heat rejection load is sent to a closed-circuit cooling tower. The remaining hot water heating load is provided by Viessman condensing boilers. Triple M has an annual service contract, which includes regular maintenance and diagnostics for the chiller with Tecogen. The boilers are serviced by Phoenix Air Services.

**Water Tower:**

Triple M uses an Evapco Cooling Tower for the facility's cultivation cooling needs. Triple M has an annual maintenance contract with Aqua Laboratories to provide the following services:

- Provide sufficient water treatment chemicals for the cooling tower to control scale and corrosion.
- Monitor systems and adjust chemical balance and other systems' controls.
- Perform on-site testing of and systems' operating conditions and water quality every month for cooling towers during equipment operation.
- Provide written reports of testing, monitoring, and adjustment activity.
- Make recommendations to improve conditions and quality.



- conduct laboratory testing and system disinfections on an as needed basis.

Mechanical repairs to the cooling tower and annual cleanings are provided through the maintenance contract with Phoenix Air Services.

**Lighting:**

Triple uses 378 LED lights manufactured by Fluence Bioengineering, Austin TX for cultivation operations. Lights are checked daily by cultivation staff and inefficient/faulty light bars, wiring, and ballasts are replaced with new units provided by Fluence.

**Record Keeping:**

Triple M maintains operations manuals for the equipment described above. A log is maintained in the Cultivation Office of all maintenance and repairs performed.