



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281301
Original Issued Date: 03/12/2020
Issued Date: 02/11/2021
Expiration Date: 03/12/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Caregiver-Patient Connection LLC

Phone Number: 978-621-3567 Email Address: dean@theconnection.community

Business Address 1: 61C Tripp St.,

Business Address 2:

Business City: Framingham

Business State: MA

Business Zip Code: 01701

Mailing Address 1: 910 Boston Post Rd., Suite 910

Mailing Address 2:

Mailing City: Marlboro

Mailing State: MA

Mailing Zip Code: 01752

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RPA201819

RMD INFORMATION

Name of RMD: Caregiver-Patient Connection

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 16.25

Percentage Of Control: 12.5

Role: Manager

Other Role: Owner

First Name: Catherine

Last Name: Trifilo

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: 16.25

Percentage Of Control: 12.5

Role: Manager

Other Role: Owner

First Name: Dean

Last Name: landoli

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: 16.25

Percentage Of Control: 25

Role: Manager

Other Role: Owner

First Name: Michael

Last Name: Staiti

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: 16.25

Percentage Of Control: 25

Role: Manager

Other Role: Owner

First Name: Richard

Last Name: Olstein

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: Director of Security

First Name: Ronald

Last Name: L'Ecuyer

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 6

Percentage Of Ownership: 5

Percentage Of Control:

Role: Other (specify)

Other Role: COO

First Name: Anthony

Last Name: Brach

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 7

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Director of Cultivation

First Name: Kelsey

Last Name: Brach

Suffix:

Date generated: 12/01/2021

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 8

Percentage Of Ownership:	Percentage Of Control: 25
Role: Executive / Officer	Other Role:
First Name: Michael	Last Name: Ellenbogen Suffix:
Gender:	User Defined Gender:
What is this person's 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: 30	
Entity Legal Name: CPC Equity LLC	Entity DBA:	DBA City:

Entity Description: CPC Equity was formed as a single purpose entity to act as the investment entity in Caregiver-Patient Connection.

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: Relationship DescriptionCPC Equity was formed as a single purpose entity to act as the investment entity into Caregiver-Patient Connection LLC. CPC Equity, LLC currently has capital pledges of \$6,550,000 to fund the development of two grow facilities, (Barre MC281254) (Framingham MCN228206), a manufacturing facility in Framingham (MPN281301) a dispensary (Fitchburg MRN282131) and an additional dispensary. CPC Equity, LLC is listed as the only investor with Caregiver-Patient Connection LLC. CPC Equity, LLC has 30% profit and loss ownership of Caregiver Patient Connection, LLC but no direct or indirect authority over the management, policies, security operations or cultivation operations of Caregiver-Patient Connection LLC. A copy of the Caregiver-Patient Connection LLC operating agreement is provided as part of this response. Pursuant to Section 2.7-Power and Authority only the Managers of Caregiver-Patient Connection LLC have voting rights; Section 2.7 Power and Authority Subject to the provisions of this Agreement, the Company, by majority vote of the Managers, shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental in furtherance of the purposes set forth in Section 2.6 above, including, without limitation, the power to etc.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Michael	Last Name: Staiti	Suffix:	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$400000	Percentage of Initial Capital: 12.5
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Richard	Last Name: Olstein	Suffix:	
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Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided: \$400000	Percentage of Initial Capital: 12.5
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: CPC Equity LLC		Entity DBA:	
Email: mikestaiti@keystonedev.net		Phone: 617-593-2130	
Address 1: 910 Boston Post Rd., Suite#910		Address 2:	
City: Marlboro	State: MA	Zip Code: 01752	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$6400000	Percentage of Initial Capital: 30
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Catherine	Last Name: Trifilo	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 2

First Name: Dean	Last Name: Iandoli	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 3

First Name: Michael	Last Name: Staiti	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

Individual 4

First Name: Richard	Last Name: Olstein	Suffix:
Marijuana Establishment Name: Caregiver-Patient Connection	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Barre	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 60 Tripp St	
Establishment Address 2:	
Establishment City: Framingham	Establishment Zip Code: 01701
Approximate square footage of the Establishment: 4000	How many abutters does this property have?: 21
Have all property abutters have 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
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				Date
Community Outreach Meeting Documentation	Notice-The Daily News.pdf	pdf	5d3a0ab5385de033fc95cd31	07/25/2019
Community Outreach Meeting Documentation	NOTICE OF COMMUNITY OUTREACH MEETING Manufacturer.pdf	pdf	5d3a0ac0ba40853412507e5d	07/25/2019
Community Outreach Meeting Documentation	Comm Outreach Mtg PB CC stamped.pdf	pdf	5d3a0ad06e3bd533dbcfcc3e	07/25/2019
Certification of Host Community Agreement	Community Outreach Meeting Attestation Framingham.pdf	pdf	5d3a0aee66146338719236bd	07/25/2019
Certification of Host Community Agreement	HCA Signed Framingham Manufacturing.pdf	pdf	5da4e08363788d2fee3142f4	10/14/2019
Certification of Host Community Agreement	HCA Attestation Signed Framingham Manufacturing.pdf	pdf	5db0a9c673225f2fcd765746	10/23/2019
Plan to Remain Compliant with Local Zoning	CPC Plan to Remain Compliant with Local Zoning 60 Tripp Revised 10_23.pdf	pdf	5db343f573225f2fcd765e46	10/25/2019

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	Positive Impact Plan II Framingham 10_22.pdf	pdf	5db0ac2263788d2fee315f25	10/23/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
 First Name: Catherine Last Name: Trifilo Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 2

Role: Other Role:
 First Name: Dean Last Name: Iandoli Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 3

Role: Other Role:
 First Name: Michael Last Name: Staiti Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 4

Role: Other Role:
First Name: Richard Last Name: Olstein Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 5

Role: Other Role:
First Name: Ronald Last Name: L'Ecuier Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

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

Individual Background Information 7

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

Individual Background Information 8

Role: Other Role:
First Name: Michael Last Name: Ellenbogen Suffix:
RMD Association:
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role:
Entity Legal Name: CPC Equity LLC Entity DBA:
Entity Description: Investment
Phone: 508-229-7827 Email: mikestaiti@keystonedev.net
Primary Business Address 1: 910 Boston Post Rd, Ste#910 Primary Business Address 2:
Primary Business City: Marlboro Primary Business State: MA Principal Business Zip Code:
01752

Additional Information: CPC Equity was formed as a single purpose entity to act as the investment entity into Caregiver-Patient Connection LLC. CPC Equity, LLC currently has capital pledges of \$6,550,000 to fund the development of two grow facilities, (Barre MC281254) (Framingham MCN228206), a manufacturing facility in Framingham (MPN281301) a dispensary (Fitchburg MRN282131) and an additional dispensary. CPC Equity, LLC is listed as the only investor with Caregiver-Patient Connection LLC. CPC Equity, LLC has 30% profit and loss ownership of Caregiver Patient Connection, LLC but no direct or indirect authority over the management, policies, security operations or cultivation operations of Caregiver-Patient Connection LLC. A copy of the Caregiver-Patient Connection LLC operating agreement is provided as part of this response. Pursuant to Section 2.7-Power and Authority only the Managers of Caregiver-Patient Connection LLC have voting rights; Section 2.7 Power and Authority Subject to the provisions of this Agreement, the Company, by majority vote of the Managers, shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable,

convenient or incidental in furtherance of the purposes set forth in Section 2.6 above, including, without limitation...etc.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	CPC LLC Articles of conversion .pdf	pdf	5d3a0be90dc32e386aece451	07/25/2019
Bylaws	Operating Agreement 7_10_19 (Caregiver-Patient Connection, LLC) (Execution).pdf	pdf	5d3a0c08e230513892f817fb	07/25/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing SOS CPC LLC 7_5_19.pdf	pdf	5d3a0c1c66146338719236cd	07/25/2019
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR LLC 7_1_19.pdf	pdf	5d3a0c26385de033fc95cd45	07/25/2019
Articles of Organization	CPC LLC SOS Business Entity Summary .pdf	pdf	5d3a0c3ab0555e33d0bcd761	07/25/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	cpc sos 12-22-20.pdf	pdf	5ff36bafb11eae07c3c583ab	01/04/2021
Department of Revenue - Certificate of Good standing	DOR 12-23-20 for cpc.pdf	pdf	5ff36bbce767d307ceee40cb	01/04/2021
Department of Unemployment Assistance - Certificate of Good standing	DUA 12-23-20 for cpc.pdf	pdf	5ff36bc92027b107e8dc8ad6	01/04/2021

Massachusetts Business Identification Number: 001384921

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	CPC Plan Insurance .pdf	pdf	5d3a0c94b0555e33d0bcd765	07/25/2019
Business Plan	CPC Equity GFA Statement REVISED 8_29 with Cover Letter.pdf	pdf	5da5e2d46b4e192b1d2708dc	10/15/2019
Proposed Timeline	Updated Timeline 1_4_20201.pdf	pdf	5ff36cb6841ecf07f32aac54	01/04/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Method used to produce products	CPC-Methods Used to Produce Products.pdf	pdf	5d3a1adbad2c7633c9197bdf	07/25/2019

Sample of unique identifying marks used for branding	CPC-Sample of Unique Identifying Marks Used for Branding.pdf	pdf	5d3a1ae3385de033fc95cdaa	07/25/2019
Restricting Access to age 21 and older	CPC-Restricting access to age 21 and older.pdf	pdf	5d3a1b00e230513892f81867	07/25/2019
Storage of marijuana	CPC-Storage of marijuana.pdf	pdf	5d3a1b33e230513892f8186b	07/25/2019
Inventory procedures	CPC-Inventory procedures.pdf	pdf	5d3a1b4854bcfa38af03476b	07/25/2019
Quality control and testing	CPC-Quality Control and Testing Procedures Revised 2_14.pdf	pdf	5d3a1b550dc32e386aece4b6	07/25/2019
Record Keeping procedures	CPC-Record Keeping Revised 2_19.pdf	pdf	5d3a1b728595fb38875dc1a2	07/25/2019
Maintaining of financial records	CPC-Maintaining of Financial Records Revised 2_19.pdf	pdf	5d3a1b7acfc708389d7223d0	07/25/2019
Qualifications and training	CPC-Qualifications and training.pdf	pdf	5d3a1bd46614633871923735	07/25/2019
Security plan	CPC-Security Framingham REVISED 8_6_19.pdf	pdf	5da5e3b4ec4af12b542694df	10/15/2019
Transportation of marijuana	CPC-Transportation of Marijuana REVISED 8_6_19.pdf	pdf	5da5e3eab35b62300f5d7222	10/15/2019
Prevention of diversion	CPC Prevention of Diversion Plan Revised 8_13.pdf	pdf	5da5e47e73225f2fcd763ca3	10/15/2019
Personnel policies including background checks	CPC-Personnel Policies Including Background Checks Revised 8_13.pdf	pdf	5da5e4a8572d3130006a24f1	10/15/2019
Types of products Manufactured.	CPC-Types of Products to be Manufactured Revised 10_23_19.pdf	pdf	5db0b1da6b4e192b1d2723e8	10/23/2019
Energy Compliance Plan	Architectural_Review_Approval_Letter_Caregiver-Patient_Connection[1].pdf	pdf	5ff36f052027b107e8dc8af2	01/04/2021
Diversity plan	CPC Diversity Plan Corporate 1_2021.pdf	pdf	5ff37011841ecf07f32aac66	01/04/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: MP281301 is in the final stages of construction, however, attached is the updated corporate wide Positive Impact Plan for Caregiver-Patient Connection

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: MP281301 is in the final stages of construction, however, attached is the updated corporate wide Diversity Plan for Caregiver-Patient Connection

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	Product photo explanation.pdf	pdf	5ff3741789d382080d8ed92f	01/04/2021

Name of Item: MP281301 is under construction and not operational Item Type: Flower

Item Description: See above

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 5:00 PM
Tuesday From: 9:00 AM	Tuesday To: 5:00 PM
Wednesday From: 9:00 AM	Wednesday To: 5:00 PM
Thursday From: 9:00 AM	Thursday To: 5:00 PM
Friday From: 9:00 AM	Friday To: 5:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
61C TRIPP STREET, FRAMINGHAM, MA**

Notice is hereby given that the Caregiver- Patient Connection, Inc. of 287 Chapman Road, Barre, Massachusetts, will conduct a Community Outreach Meeting on the following matter on **JANUARY 26, 2019 at the 61C Tripp Street, Framingham, MA at 10:30 A.M.** *The Caregiver- Patient Connection, Inc. intends to apply for the following: Adult-use Marijuana Establishment license: Marijuana Product Manufacturer, to be located at 60 Tripp Street, Framingham, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6. Community members will be permitted and are encouraged to ask questions and receive answer from representatives of Caregiver-Patient Connection, Inc;

A copy of this notice is on file with the Offices of the City Clerk, the Planning Board, the Framingham City Council, the Framingham Mayor and the City Solicitor. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
61C TRIPP STREET, FRAMINGHAM, MA**

2019 JAN 17 P 1:25

Attachment B

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Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

2019 JAN 17 P 1:25

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
61C TRIPP STREET, FRAMINGHAM, MA**

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Information presented at the community outreach hearing will include, but not be limited to:

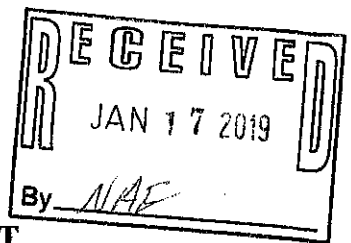
1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
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Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
61C TRIPP STREET, FRAMINGHAM, MA**



Planning Bd

Notice is hereby given that the Caregiver- Patient Connection, Inc. of 287 Chapman Road, Barre, Massachusetts, will conduct a Community Outreach Meeting on the following matter on **JANUARY 26, 2019 at the 61C Tripp Street, Framingham, MA at 10:30 A.M.** *The Caregiver- Patient Connection, Inc. intends to apply for the following: Adult-use Marijuana Establishment license: Marijuana Cultivator-Tier III, to be located at 61C Tripp Street, Framingham, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

Information presented at the community outreach hearing will include, but not be limited to:

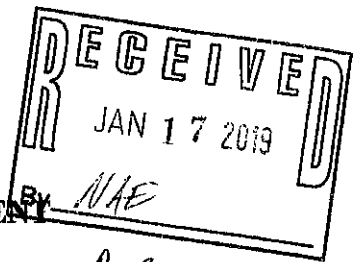
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President

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
61C TRIPP STREET, FRAMINGHAM, MA**



Notice is hereby given that the Caregiver- Patient Connection, Inc. of 287 Chapman Road, Barre, Massachusetts, will conduct a Community Outreach Meeting on the following matter on **JANUARY 26, 2019 at the 61C Tripp Street, Framingham, MA at 10:30 A.M.** *The Caregiver- Patient Connection, Inc. intends to apply for the following: Adult-use Marijuana Establishment license: Marijuana Product Manufacturer, to be located at 60 Tripp Street, Framingham, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. ~~Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and~~
6. Community members will be permitted and are encouraged to ask questions and receive answer from representatives of Caregiver-Patient Connection, Inc;

A copy of this notice is on file with the Offices of the City Clerk, the Planning Board, the Framingham City Council, the Framingham Mayor and the City Solicitor. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
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61C TRIPP STREET, FRAMINGHAM, MA**

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Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6. Community members will be permitted and are encouraged to ask questions and receive answer from representatives of Caregiver-Patient Connection, Inc;

A copy of this notice is on file with the Offices of the City Clerk, the Planning Board, the Framingham City Council, the Framingham Mayor and the City Solicitor. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

2019 JAN 17 PM 1:38

OFFICE OF THE MAYOR
FRAMINGHAM, MA.

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
CAREGIVER -PATIENT CONNECTION, INC.
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Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6. Community members will be permitted and are encouraged to ask questions and receive answer from representatives of Caregiver-Patient Connection, Inc;

A copy of this notice is on file with the Offices of the City Clerk, the Planning Board, the Framingham City Council, the Framingham Mayor and the City Solicitor. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred 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.

Caregiver -Patient Connection, Inc.

Catherine Trifilo
President

2019 JAN 17 PM 1:38

OFFICE OF THE MAYOR
FRAMINGHAM, MA.

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, Catherine Trifilo, (*insert name*) attest as an authorized representative of Caregiver-Patient Connection LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on Saturday, January 26, 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 Thursday, January 17, 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 January 17, 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 January 15, 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.

**HOST COMMUNITY AGREEMENT FOR MARIJUANA PRODUCT
MANUFACTURING ESTABLISHMENT BETWEEN CAREGIVER-PATIENT
CONNECTION, LLC. AND THE CITY OF FRAMINGHAM, MASSACHUSETTS**

THIS HOST COMMUNITY AGREEMENT ("Agreement") is entered into this 22nd day of July, 2019 by and between **CAREGIVER-PATIENT CONNECTION, LLC.**, a Massachusetts limited liability company with its main office presently located at **910 BOSTON POST ROAD, SUITE 310, MARLBORO, MA 01752** ("OPERATOR") and the **CITY OF FRAMINGHAM**, a Massachusetts municipal corporation with a principal address of 150 Concord Street, Framingham, MA ("CITY").

RECITALS

1. OPERATOR is the lessee of the property at **60 Tripp Street and 60 Tripp Street, Framingham, MA** ("the Premises") owned by Leonard Jolles, Trustee of the LRT Realty Trust, u/d/t/d July 20, 1995 recorded with the Middlesex South District Registry of Deeds at Book 25576, Page 381 and filed with the Middlesex South Registry District of the Land Court as Document No. 980390, which lease is evidenced by Notices of Lease dated January 31, 2109 and recorded with said Deeds at Book 72558, Page 357 (with respect to 60 Tripp Street) and at Book 72478, Page 580 and filed as Land Court Document No. 1813729;
2. OPERATOR is a seeks a license from the Cannabis Control Commission to operate an **adult use, i.e., non-medical, Marijuana Product Manufacturing Establishment** within the meaning of 935 CMR 500.002 to be located at **60C Tripp Street, Framingham, Framingham, MA** and to sell marijuana products at the Premises in compliance with 935 CMR 500. and M.G.L. c. 94C, § 34;
3. OPERATOR has warranted and represented, and the CITY's Planning Administrator has verified, that the **OPERATOR'S Marijuana Product Manufacturing Establishment** is not located within 500 feet, measured in a straight line from the nearest point of the Premises to the nearest point of any pre-existing public or private school providing education in kindergarten or grades 1 through 12;
4. M.G.L. c. 94G, § 3(d), as affected by Chapter 55 of the Acts of 2017 at SECTION 25 requires that:

[a] marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host

community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years. Any cost to a city or town imposed by the operation of a marijuana establishment or medical marijuana treatment center shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4;

5. M.G.L. c. 94G, § 12 (h), as affected by Chapter 55 of the Acts of 2017 at SECTION 37 requires that “[e]ach licensee shall file an emergency response plan with the fire department and police department of the host community”;
6. OPERATOR and the CITY enter into this Agreement with the intention of being bound by its terms such that this Agreement shall be fully enforceable by a court of competent jurisdiction;

NOW THEREFORE, in accordance with M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017, and the regulations of the Cannabis Control Commission (“COMMISSION”) promulgated thereunder as 935 CMR 500.00, and in consideration of the mutual promises herein contained, the OPERATOR and CITY agree as follows:

1. **Compliance.** OPERATOR shall comply with all laws, rules, bylaws or ordinances, regulations and orders applicable to the operation of **an adult use, i.e., non-medical, Marijuana Product Manufacturing Establishment** such provisions being incorporated herein by reference, including, but not limited to:
 - a. M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017 and the regulations of the COMMISSION as the same may be amended from time to time; and the
 - b. Framingham General Bylaws, Sign Bylaws, Zoning Bylaws and Board of Health Regulations as the same may be amended from time to time, and
 - c. The Framingham Planning Board Decisions regarding Minor Site Plan Review pertaining to **61C Tripp Street**, dated April 4, 2019 [PB-07-19] and pertaining to **60 Tripp Street**, dated May 30, 2019 [PB-12-19] as all of the same may be amended from time to time.

OPERATOR shall be responsible for obtaining from the Commission and the CITY all necessary licenses, permits, and approvals required for the operation of its Marijuana Retail Establishment at the Premises. OPERATOR shall consult with the Board of Health, which has shall determine whether OPERATOR has made adequate provision for odor mitigation and waste disposal OPERATOR shall use an industrial grinder for disposal of waste containing cannabis or cannabis residue, or removed waste containing cannabis or cannabis residue to a licensed disposal site in accordance with 935 CMR 500.105(12).

2. **Community Impact Deposit.** Prior to commencing business operations as a Marijuana Retail Establishment, OPERATOR shall make a one-time community impact deposit payment to the CITY in the sum of \$ 20,000.00, which the CITY may, in its sole discretion, use to address public health, safety and other effects or impacts the OPERATOR'S Marijuana Retail Establishment may have on the CITY, including community wellness programs and other efforts and initiatives. The OPERATOR's community impact deposit payment shall not be refundable but shall be credited toward OPERATOR'S annual community impact fee described in Paragraph 3 following.
3. **Community Impact Fee.** OPERATOR shall pay to the CITY, an annual community impact fee in the sum of 3 per cent of the gross sales of its **adult use, i.e., non-medical, Marijuana Product Manufacturing Establishment** at the Premises.
 - a. OPERATOR understands and agrees that the purpose of the Community Impact Fee is to alleviate the impacts of the siting of the Marijuana Product Manufacturer in the City, which include, but are not limited to, expenditures of City funds to: i) promote and maintain a positive perception of the City to other residents, visitors and businesses; ii) address impacts on public health and safety, including creation of addiction prevention and education programs; iii) maintain roads and public services; iv) pay for increased administrative, regulatory, police, fire, and inspectional services; v) legal services other than those related to the negotiation, drafting and execution of this Agreement.
 - b. OPERATOR expressly agrees that 3 per cent of the gross sales of its **adult use, i.e., non-medical, Marijuana Product Manufacturing Establishment** is reasonably related to the costs imposed upon the CITY by OPERATOR's operation of its **Marijuana Product Manufacturing Establishment** at the Premises. Payment shall be made as follows: within 30 days after the end of OPERATOR's first fiscal year of the operation of its **Marijuana Product Manufacturing Establishment**. OPERATOR'S fiscal year runs from **January 1 to December 31**.
 - c. The Parties further expressly agree that the community impact fee is treated by the CITY as general fund revenue pursuant to M.G.L. c. 44, §53 and is not a donation or

grant under M.G.L. c. 44, §53A. While OPERATOR is not prevented from making a gift or grant to the City or to any organization in the City for the benefit of the residents of Framingham, OPERATOR is not compelled to make any such gift or grant, and no offset or reduction to the Community Impact Fee shall be made as a result of, or in consideration for, the same.

4. **Financial Reporting:** OPERATOR shall furnish the CITY with annual profit and loss statements, as soon as they become available, reflecting gross sales figures for its Marijuana Retail Establishment in Framingham and shall provide the CITY with all copies of its periodic financial filings to agencies of the Commonwealth documenting gross sales and gross annual revenues and copies of its filings to the Commission, Secretary of the Commonwealth's Corporations Division, and the Massachusetts Department of Revenue.
5. **Confidentiality:** To the extent permitted by M.G.L. c. 66, § 10, (the "Public Records Law") OPERATOR may provide to the CITY with certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to OPERATOR, its affiliates and operations (collectively, the "Confidential Information"). The CITY (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or the Public Records Law.
6. **Monitoring and Accounting for Community Impacts.** Following the OPERATOR's payment of the first year's community impact fee, the OPERATOR may make written request to the CITY for review of the community impact fee. So that the CITY may respond to such request, the OPERATOR agrees that it shall append Police, Fire and Inspectional Services Department incident reports the OPERATOR's Marijuana Establishment within a two-mile radius of the Marijuana Establishment.
7. **Security.**
 - a. OPERATOR has warranted and represented, and the CITY's Police Chief and Fire Chief have verified, that in cooperation with the City's Police and Fire Departments, the OPERATOR has filed satisfactory security and emergency response plan which include, but may not be limited to,: (i) A description of the location and operation of the security system, including the location of the central control on the premises; (ii) a schematic of security zones; (iii) the name of the security alarm company and monitoring company, if any; (iv) a floor plan or layout of the facility identifying all areas within the facility and grounds, including support systems and the internal and external access routes; (v) the location and inventory of emergency response equipment and the contact information of the emergency response coordinator for the

marijuana establishment; (vi) the location of any hazardous substances and a description of any public health or safety hazards present on site; (vii) a description of any special equipment needed to respond to an emergency at the cannabis establishment; (viii) an evacuation plan; (ix) any other information relating to emergency response as requested by the Framingham Fire Department or the Framingham Police Department; and (x) shall place no fewer than 51 security cameras within, and 17 security cameras outside of, the Premises.

- b. OPERATOR expressly understands that review of its proposed security, traffic management and emergency response plans shall not prevent the CITY from enforcement of Federal, State or local laws or regulations promulgated by any agency or board having jurisdiction over the OPERATOR's marijuana establishment(s). Further OPERATOR expressly holds harmless the CITY and its employees and agents from claims of any nature with respect the review of OPERATOR's security, traffic management and emergency response plans.

8. **Hours of Operation.** OPERATOR's days and hours of operation shall be:

Monday through Saturday: 7:00 a.m. to 5:00 p.m. and
Sunday: 8 a.m. to 12:00 p.m. .

9. **Parking.** OPERATOR shall provide a convenient, safe, and clearly marked area in the parking lot for approximately 12 employees.
10. **Incorporation of Minor Site Plan Review Conditions by Reference.** OPERATOR acknowledges that compliance with all conditions set forth in the Framingham Planning Board's Minor Site Plan review is a condition of this Host Community Agreement, and that any breach of any condition therein, if not cured within a reasonable time, may result in notice of such breach being sent to the Cannabis Control Commission.
11. **Cooperation.** OPERATOR shall maintain a cooperative relationship with the City's Police and Fire Departments and shall meet no less than once every three months during the first year and then annually thereafter to review operational concerns, cooperation in investigations, and communication to Framingham Police Department of any suspicious activities on the site.
12. **Hiring Framingham Residents.** OPERATOR shall make a diligent effort to hire local, qualified employees to the extent consistent with law and shall work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Framingham area where possible.

13. Personal Property and Real Estate Taxes. OPERATOR hereby makes representation that all personal property and real estate taxes, and all water and sewer use charges are paid in full through the current tax period, i.e. fiscal year, 2019. Further, OPERATOR agrees that at all times during the term of this Agreement, all property, both real and personal, owned or operated by OPERATOR shall be treated as taxable, and that all applicable real estate and personal property taxes for that property shall be paid either directly by OPERATOR or by its landlord. OPERATOR further agrees that it shall not object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, if:

- a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or
- b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
- c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted,

then OPERATOR shall pay to the CITY an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by OPERATOR under Section 1 of this Agreement.

Notwithstanding the preceding paragraph, OPERATOR agrees to the above section 15 provided that Operator's personal property taxes and real property taxes are taxed at rates and depreciation methods consistent with other commercial manufacturing facilities within the City of Framingham.

14. Water and Sewer Metering; Inflow and Infiltration Fee. OPERATOR's Premises is served by municipal water and sewer, the meter(s) for which were last read on February 28, 2019 and inspected by the CITY in March 2016 (with respect to 60 Tripp Street) and June 2016 (with respect to 61 Tripp Street). OPERATOR expressly understands that illegal connections and inflow into the City's sewer system is expressly prohibited by the Framingham Wastewater Regulations dated May 2015 ("Regulations"). OPERATOR shall conduct operations on the premises in compliance with the Department of Public Works' requirements and there shall be no illegal connections or inflow into the City's sewer system expressly prohibited by the Framingham Wastewater Regulations dated May 2015 ("Regulations"). The OPERATOR agrees to pay an Inflow and Infiltration Fee as required by the Department of Public Works which fee is based the water usage for the operations. Such fee shall be paid prior to the commencement of operations.

15. Term, Continued Operation and Extension of Term. The term of this Agreement is **three years** from the date of issuance of a Final License by the Cannabis Control Commission pursuant to 935 CMR 500.103(2), unless sooner terminated by:

- a. revocation of OPERATOR's license by the Commission; or
- b. OPERATOR's voluntary or involuntary cessation of operations; or
- c. the CITY's termination of this Agreement for breach of the conditions contained herein that remain uncured 15 days from the date of notice of such breach. In the event that said breach involves a matter that is not safety related, and OPERATOR is making reasonable efforts to cure said breach, the period to cure may be extended for an additional period of time at the Mayor's sole discretion, such extension to be made in writing by the Mayor and OPERATOR.

OPERATOR expressly understands and agrees that its continued operation of its Marijuana Retail Cultivation (either at the Premises or elsewhere in Framingham if the Marijuana Cultivation should relocate) after the end of term of this Agreement shall require either a renewal of this Agreement upon the same terms (or a new Agreement with new terms) for an additional period of no less than one year nor more than five years.

16. Amendment. Other than the initial three-year duration of this Agreement and the sum of the first year of the community impact fee, neither of which shall be amended, this Agreement may be amended after the payment of the first year of the community impact fee by a fully executed mutual written agreement appended hereto, provided however, that OPERATOR shall have paid all taxes and fees due and payable to the Commission and the CITY as of the date when the OPERATOR executes of such amendment, it being understood that the CITY shall be the final signatory to such amendment.

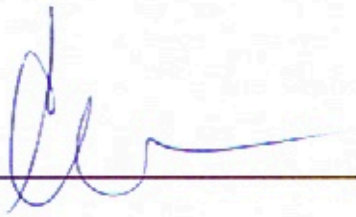
17. Bond. Prior to commencing operations, OPERATOR shall provide to the CITY a bond in the sum of \$7,500.00, to support the orderly dismantling and winding down of the Marijuana Establishment if the OPERATOR should cease operations, i.e., should not transact business for a period greater than 60 days with no substantial action taken to reopen. The CITY's requirement for such bond is analogous to that stated in the Commission's Regulations promulgated as 935 CMR 500.105 (16).

18. Assignment. OPERATOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

19. **No Rights in Third Parties.** This Agreement is not intended to, nor shall it be construed to, create any rights in third parties.
20. **Notice.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or if sent by private overnight or other delivery service, when deposited with such delivery service.
21. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
22. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and OPERATOR submits to the jurisdiction of the Trial Court for Middlesex County for the adjudication of disputes arising out of this Agreement.
23. **Integration.** This Agreement, including all documents incorporated herein by reference, constitute the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

SIGNATURES ON FOLLOWING PAGE

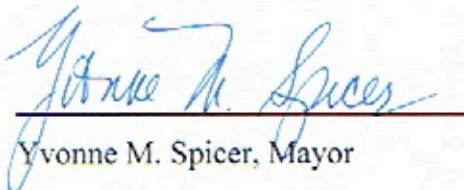
OPERATOR Executed this 22nd day of July 2019

A handwritten signature in blue ink, appearing to be "A. [unclear]", written over a horizontal line.

By:

Its duly authorized

CITY OF FRAMINGHAM Executed this 22nd day of July 2019

A handwritten signature in blue ink, "Yvonne M. Spicer", written over a horizontal line.

Yvonne M. Spicer, Mayor

APPROVED AS TO FORM Executed this 22nd day of July 2019

A handwritten signature in blue ink, "Christopher J. Petrini", written over a horizontal line. To the right of the signature is a circular stamp containing the letters "A-2".

By: Christopher J. Petrini, City Solicitor

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, Catherine Trifilo, (*insert name*) certify as an authorized representative of Caregiver-Patient Connection LLC, (*insert name of applicant*) that the applicant has executed a host community agreement with the City of Framingham (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on June 25, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Thatcher W. Kezer, III, COO, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Framingham (*insert name of host community*) to certify that the applicant and the City of Framingham (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on June 25, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community



CPC Plan to Remain Compliant with Local Zoning

The Caregiver Patient Connection LLC's (CPC's) location for ME-Product Manufacturing, 60 Tripp St., Framingham, MA is in the Industrial zoning district. The following are the local licensing requirements by the City of Framingham for an adult-use ME to be operated at that location:

1. Minor Site Plan Review-Approved May, 2019
2. Request of Determination(RDA)-Framingham Conservation Commission
 - a. Determined Non-applicable
3. Building Permit-CPC will apply in late 2019
4. HCA received July 2019

CPC will conform with all conditions noted in its' Minor Site Plan Review, approved by the City of Framingham planning board. (See below).



FRAMINGHAM PLANNING BOARD
150 CONCORD STREET, FRAMINGHAM, MA 01702



MEMBERS OF THE PLANNING BOARD: CHRISTINE LONG, CHAIR - LEWIS COLTEN, VICE CHAIR - VICTOR ORTIZ, CLERK - SHANNON FITZPATRICK - JOSEPH NORTON

DECISION OF THE FRAMINGHAM PLANNING BOARD
ON THE APPLICATION OF MICHAEL STAITI, CAREGIVER PATIENT CONNECTION, INC.
FOR MINOR SITE PLAN REVIEW FOR THE PROPERTY LOCATED AT 60 TRIPP STREET
DECISION DATED MAY 30, 2019

2019 MAY 31 4:11:30 PM
CITY OF FRAMINGHAM
CITY CLERK'S OFFICE

The Applicant filed an application for Minor Site Plan Review, notice of the opening public hearing was published in MetroWest Daily Newspaper on May 6, 2019 and May 13, 2019; and the legal notice was mailed to parties of interest pursuant to the Framingham Zoning By-Law and M.G.L. Chapter 40A. The Planning Board held public hearings for the project on May 23, 2019 and May 30, 2019.

The project includes the establishment of a marijuana manufacturing establishment. The property is zoned General Manufacturing (M) and listed as Framingham Assessor's Parcel ID: 141-03-1011-000.

On May 30, 2019, the Planning Board **APPROVED** the application with conditions. The **DECISION** was filed in the office of the City Clerk on May 31, 2019.

For additional information, please see the Planning Board's webpage at www.framinghamma.gov.

Christine Long, Chair FRAMINGHAM PLANNING BOARD

Any appeal from the Decision shall be made pursuant to G.L. Ch. 40A, Sec. 17 and must be filed within twenty (20) days after the date of filing of the Decision in the office of the Town Clerk. The Notice of Decision can be found in the MetroWest Daily Newspaper and on the Massachusetts Newspaper Publishers Association's (MNPA) website.



FRAMINGHAM PLANNING BOARD
150 CONCORD STREET, FRAMINGHAM, MA 01702



MEMBERS OF THE PLANNING BOARD: CHRISTINE LONG, CHAIR - LEWIS COLTEN, VICE CHAIR - VICTOR ORTIZ, CLERK - SHANNON FITZPATRICK - JOSEPH NORTON

DECISION OF THE FRAMINGHAM PLANNING BOARD
ON THE APPLICATION OF MICHAEL STAITI, CAREGIVER PATIENT CONNECTION, INC.
FOR MINOR SITE PLAN REVIEW FOR THE PROPERTY LOCATED AT 60 TRIPP STREET
DECISION DATED MAY 30, 2019

General Property Information

Project Number: PB-12-19
Property Address: 60 Tripp Street
Assessor's Information: 141-03-1011-000
Zoning District: General Manufacturing (M)

Application Information

Application(s): Minor Site Plan Review
Date application(s) were filed with the Planning Board: April 30, 2019
Date application(s) were filed with the City Clerk: April 30, 2019

CITY OF FRAMINGHAM
CITY CLERK'S OFFICE
2019 MAY 31 A 11:30

General Project Contact Information

Applicant Name/Contact Name and Address: Michael Staiti, Caregiver Patient Connection, Inc., 910 Boston Post Road, Suite 310, Marlboro, MA
Property Owner Name: LRT Realty Trust, Len Jolles, 1 Main Street, Whitinsville, MA
Project Engineer: Chris Anderson, Hannigan Engineering, 8 Monument Square, Leominster, MA
Wetlands Scientist: Art Allen, Ecotech

Legal Ad & Public Hearing Information

MetroWest Daily News Run dates of the Legal Ad: (more than 14 days prior) May 6, 2019 and (7 days prior) May 13, 2019
Date of abutter/7 Abutting municipalities/parties of interest mailing: May 1, 2019
Date of opening public hearing: May 23, 2019
Date of continued public hearing: May 30, 2019

PLANNING BOARD PLAN APPROVAL INFORMATION

Plan prepared by Hannigan Engineering, Inc., dated April 11, 2019

PROJECT DESCRIPTION

The Applicant, Mike Staiti, Caregiver Patient Connection, proposes to utilize an existing 3,990sf structure for a marijuana extraction & manufacturing establishment. The use is permitted by-right in the General Manufacturing (M) District. The project includes the renovation of the interior space with the formalization of the exterior off-street parking facility to improve site circulation.

PUBLIC HEARING

The Framingham Planning Board held its opening public hearing for the project located at 60 Tripp Street on May 23, 2019, and later held continued public hearings on May 30, 2019. Planning Board members present throughout the public hearings were the following: Christine Long, Chair; Lewis Colten, Vice-Chair; Victor Ortiz, Clerk; Shannon Fitzpatrick; and Joseph Norton. During the course of the public hearing process, the following individuals appeared on behalf of the Applicant: Michael Staiti, Applicant

Summary of Minutes

On May 23, 2019, the Planning Board opened the public hearing and the Chair read the legal ad into the record.

Mr. Staiti provided a brief presentation relative to the proposed use, in addition to reviewing the site plan for the property at 60 Tripp Street, dated April 11, 2019.

On May 23, 2019, members of the Planning Board made the following comments.

- Christine Long, Chair, stated that the Applicant has requested a series of waivers, which include relief from the submittal of the following: Zoning Table under Dimensional Regulations Sec. IV. E., Maximum seating capacity, Existing Conditions Site Plan, Landscape Plan, Color Architectural Renderings, Drainage Calculations, Urban Design Narrative, Sewer Infrastructure, Water Infrastructure, Parking Impact Report.
- Shannon Fitzpatrick stated her concerns regarding the request for relief from submitting a landscape plan. Ms. Fitzpatrick requested information about potential increases in landscape and where possible improvements could be made. Mr. Staiti stated that there was limited area to make changes but in the front of the structure, all of the existing landscaping was being removed and replaced.
- Victor Ortiz requested information about the present use and the parking of junk cars.
- Lewis Colten requested clarification regarding the various waivers requested, specifically regarding landscaping and the photometric plans. Mr. Colten further requested information relative to the proposed façade and whether any improvements would be made.

On May 23, 2019, the Planning Board voted on the requested waivers for the project. The following motion was made.

Lewis Colten moved that the Planning Board grant the requested relief for the waivers as outlined in the Caregiver Patient Connection- Manufacturing Facility, 60 Tripp Street, Framingham MA, Minor Site Plan Review, Appendix I. Joseph Norton seconded the motion. The Planning Board voted in favor of the motion 5-0-0. MOTION PASSED

Ms. Long continued the public hearing to Thursday, May 30, 2019, at 7:00pm.

On May 23, 2019 and May 30, 2019, the Planning Board opened the floor for public comments. No public comments were provided. All Planning Board meetings are video captured for reference.

FINDINGS

Having reviewed the application, Site Plans, and reports filed by the Applicant and its representatives; having considered the correspondence from the Department of Public Works (DPW), the Police Department, the Fire Department, the Department of Inspectional Services, Conservation Commission, and Board of Health, in addition to comments made during the public hearing process. The Planning Board makes the following findings:

Minor Site Plan Review (Section VI.F of the Framingham Zoning By-Law)

1. Retain Community Character (Section VI.F.6.a)

- a. The property located at 60 Tripp Street is situated within the General Manufacturing (M) Zoning District.
- b. The Applicant proposes an interior fit out of the structure located at 60 Tripp Street, which has a finished area of approximately 3,990sf.
- c. The Applicant proposes no exterior renovations to the façade of the existing structure.
- d. The Applicant proposes to provide a new HVAC system that will be screened along with dumpsters that will be located within a locked enclosure on a pad.

2. Traffic, parking, and public access (Section VI.F.6.b)

- a. A Traffic Report is not required for Minor Site Plan Review Applications.
- b. The proposed use requires five off-street parking spaces (1 space per 800sf of manufacturing space. The Applicant proposes to provide 15 off-street parking spaces, of which one will be handicap accessible.
- c. The Applicant agrees to design the accessible off-street parking spaces as universal in accordance 521CMR.
- d. The existing structure is presently improved with one loading spaces and loading bays.

3. Environmental Impact (Section VI.F.6.c)

- a. Minor Site Plan Review does not require the submittal of an Environmental Impact Statement.
- b. The project is considered a redevelopment that does not increase impervious surface, on-site.
- c. The project is not expected to negatively influence air, surface water, or ground water provided that environmental controls remain in place.

4. Health (Section VI.F.6.d)

- a. The Project has been designed to minimize adverse air-quality impact, noise, glare and odors.
- b. The Applicant agrees to enclose and provide screening to all exterior trash and recycling dumpsters in a locked storage area. Enclosures shall include a latching lock mechanism on the gate. Chainlink fence is prohibited for the use as an enclosure.

5. Public Infrastructure

- a. The existing structure is serviced by municipal sewer and water infrastructure.

CONDITIONS OF APPROVAL

The Planning Board finds that the Application and Site Plans submitted by the Applicant comply with all applicable provisions of Framingham's Zoning By-Law and General By-Laws relevant to this review. Accordingly, the Planning Board votes are pursuant to relevant provisions of these By-Laws. Therefore, said approval from the Planning Board is subject to the following conditions:

General Provisions.

1. The Applicant is required to provide fencing material submittals to the Administrator for review and approval prior to any installation. Further, prior to the installation of the fence, the Planning Board Office shall be given written notice within not less than 48-hours.
2. Prior to any work being performed on site, including the installation of the fence, the Applicant shall provide to the Planning Board Office the name, address and emergency contact telephone number of the individual or individuals who shall be responsible for all activities on site and who can be reached 24 hours a day, seven days a week. In the event project management changes, all new contact information shall be submitted to the Planning Board within twenty-four hours. Fencing material submittals are subject to the approval of the Planning Board Administrator prior to installation (see Condition 10).
3. A copy of this Decision shall be kept on the Site in a location that is highly visible and accessible.
4. No material corrections, additions, substitutions, alterations, or any changes shall be made in any plans, proposals, and supporting documents approved and endorsed by the Planning Board without the written approval of the Planning Board. Any request for a material modification of this approval shall be made in writing to the Planning Board for review and approval by the Planning Board or the Planning Board's Administrator and shall include a description of the proposed modification, reasons the modification is necessary, and any supporting documentation. Upon receipt of such a request, the Planning Board's Administrator may, in the first instance, make a determination in writing authorizing a minor modification to the Site Plans, or the Administrator may refer the matter to the Planning Board, which may consider and approve minor modifications at a regularly scheduled Planning Board meeting. In the event the Planning Board determines the change is major in nature (e.g., resulting in material changes, newly identified impacts, etc.), the Planning Board shall consider the modification at a noticed public hearing.
5. The Applicant shall record this Decision with exhibit(s) at the Middlesex South Registry of Deeds prior to the issuance of a building permit after the required appeal period has lapsed in accordance with M.G.L., c. 40A, Section 17. The Applicant shall submit proof of the decision being recorded to the Planning Board. Failure to record the decision prior to commencement of construction or to comply with the conditions of approval herein shall, upon notice to the Applicant and the opportunity for a hearing, render this Decision null and void.
6. In the event that the permit is not exercised nor substantial use thereof has not commenced from three years of the date of recording, except for good cause as determined by the Planning Board, the permit shall be deemed null and void.

7. The failure to comply with the Framingham Zoning By-Laws, Framingham General By-Laws and/or the terms of this Decision may, upon notice to the Applicant and the opportunity for a hearing, result in revocation of the following permits/approvals: Minor Site Plan Review, issued hereunder. The Planning Board shall, by first class mail, send the owner written notification of any failure to comply with the Framingham Zoning By-Laws, the Framingham General By-Laws, the Planning Board Rules & Regulations, and/or the terms of this Decision. If the Applicant believes that it is not in violation, it may request and will be granted an opportunity to attend a Planning Board meeting to try to resolve the alleged violation. If within 30 days from the date of mailing of said notice, the Applicant has not resolved the matter with the Planning Board or remedied the alleged violation (or demonstrated it has taken steps to do so), it shall be grounds for revocation of the approvals issued hereunder. At the expiration of the 30 day period, the Planning Board after a duly noticed public hearing, including notice to the owner by first class mail, may revoke the approvals issued hereunder if it finds by a four-fifths vote that there has been a violation of the By-law and/or the terms of this Decision and that the owner has failed to remedy it; alternatively, the Planning Board may continue the public hearing, or by a four-fifth vote extend the time period in which the violation may be corrected.

Snow Storage and Waste Storage/Removal

8. Snow storage shall not obstruct sight lines to preserve public safety.
9. Snow storage shall be on-site in the snow storage areas designated on the Endorsed Site Plans. However, in the event of a prolonged snow event that results in all designated snow storage areas being full, then the Applicant shall be required to remove excess snow by trucking such excess snow off-site within forty-eight hours after the snowfall ends in the interest of public safety.
10. All exterior trash and recycling dumpsters shall be located in a screened enclosure with a latching lock mechanism on the gate. Chain-link fence is prohibited for use as an enclosure. The Applicant is required to provide fencing material submittals to the Administrator for review and approval prior to any installation.
11. Internal sidewalks and walkways shall be kept clear of snow and all other impediments and/or litter throughout the year. In the event of snow, the sidewalks and walkways shall be cleared within 48 hours of a snow event. Snow shall not be stored on or impede access/use of sidewalks and walkways.

Bicycles

12. The Applicant shall install bicycle parking, in accordance with the requirements set forth in Section IV.B.7 of the Framingham Zoning By-Law. If such bicycle racks cannot be accommodated on-site, the Applicant may gift the required number of bicycle racks to the Department of Public Works (DPW) or the Department of Parks and Recreation.

Off-Street Parking

13. All accessible off-street parking shall comply with the requirements set forth in 521 CMR relative to accessible parking. The Applicant shall ensure that all accessible spaces are designed to the universal standard.
14. A minimum of one off-street accessible parking space will be provided.

Framingham Department Review

15. The Applicant shall comply with the letter of comment from the Department of Public Works (DPW), Re: Minor Site Plan Review – 60 Tripp Street, Framingham, dated May 21, 2019
16. The Applicant shall comply with the statement of comment received from the Fire Department, via ACCELA on May 29, 2019 (Site access and water supply sufficient. Site inspection and acceptance testing per CMR 780 and 527 required prior to occupancy).
17. The Applicant shall comply with all applicable State Building and Fire Codes.
18. The Applicant shall comply with the regulations set forth by the Board of Health relative to safety, processing, manufacturing, and cultivation of marijuana. Furthermore, the Applicant agrees to ensure that all measures of safety and compliance with the use of an existing manufacturing structure.

WAIVER REQUESTS

On May 23, 2019, the Planning Board reviewed and voted the requested waivers for Zoning Table under Dimensional Regulations Sec. IV. E., Maximum seating capacity, Existing Conditions Site Plan, Landscape Plan, Color Architectural Renderings, Drainage Calculations, Urban Design Narrative, Sewer Infrastructure, Water Infrastructure, Parking Impact Report.

The Planning Board voted five in favor, zero opposed, and zero in abstention to grant the requested waivers as presented by the Applicant.

Waiver Request

Christine Long.....yes
Lewis Colton.....yes
Victor Ortiz.....yes
Shannon Fitzpatrick.....yes
Joseph Norton.....yes

VOTES

The Planning Board voted 5 in favor, 0 opposed, and 0 in abstention to grant approval for the Application of Mike Staiti, Caregiver Patient Connection for Minor Site Plan Review, with conditions for the property at 60 Tripp Street.

Site Plan Review (Minor)

Christine Long.....Yes
Lewis Colton.....Yes
Victor Ortiz.....Yes
Shannon Fitzpatrick.....Yes
Joseph Norton.....Yes

By: _____

Christine Long, Chair, Framingham Planning Board

Date of Signature: _____

May 30, 2019

EXHIBITS

Not attached unless indicated

The Applicant has filed with the Planning Board various plans and reports required under the requirements of the Framingham Zoning By-Laws/Ordinances and the Framingham General By-Laws. During the review process, the Applicant and its professional consultants also submitted revisions to plans in response to requests by the Planning Board and by the various town departments that reviewed the Project. All of these plans, reports and correspondence are contained in the Planning Board's files and are hereby incorporated into this Decision by reference.

1. Form A – Application Cover Letter for the property at 60 Tripp Street (PB-12-19) which was stamped in with the City Clerk on April 30, 2019
2. Form E-1- Site Plan Review Application for the property at 60 Tripp Street (PB-12-19) which was stamped in with the City Clerk on April 30, 2019
3. Caregiver Patient Connection – Manufacturing Facility, 60 Tripp Street, Framingham MA, Minor Site Plan review, Appendix I
4. Site Parking Plan, prepared for Keystone Development (Michael Staiti), prepared by Hannigan Engineering, Inc., dated April 11, 2019
5. 60 Tripp St. Caregiver Patient Inc., Extraction & Manufacturing Facility, interior layout, dated December 19, 2018, revised through April 11, 2019
6. 120W LED Wall Pack – 14,400 Lumens – 400W Metal-Halide Equivalent – 5000K/4000K (Part Number: WP-40k 120)

The Planning Board received correspondence various municipal Departments who review the Project, and has been incorporated herein by reference.

1. Form B – Building Department Recognition Form for the property at 60 Tripp Street, dated April 16, 2019
2. Legal ad for the opening public hearing held on May 23, 2019, run in the MetroWest Daily Newspaper on May 6, 2019 and May 13, 2019, stamped in with the City Clerk on April 30, 2019
3. Inter Office Memo – Project Review Request and Timeline, Re: Departmental Project Review – 60 Tripp Street (PB-12-19), dated April 30, 2019 and stamped in with the City Clerk on April 30, 2019
4. Statement of comment from the Fire Department, received on May 29, 2019, received via ACCELA
5. Statement of comment from the Police Department, received on May 21, 2019, received via ACCELA
6. Statement of comment from the Department of Inspectional Services (Building Department), received on May 15, 2019, received via ACCELA
7. Email of comment from R. McArthur (Conservation Commission), Subject: RE: 60 tripp, received on May 30, 2019

8. Email of comment from R. Williams (Health Department), Subject: RE: 60 Tripp Street, received on May 30, 2019

● **Dean Iandoli** @

Caregiver-Patient Connection LLC-Request for Cannabis Control Commission

To: tkezer@framinghamma.gov, Cc: Mike Staiti

2:54 PM

[Details](#)

DI

Hello Thatcher:

We are in the process of renewing our licenses for our 61C Tripp St. cultivation and product manufacturing facilities and a relatively new requirement of the Commission's renewal process requires the applicant to:

Municipal Cost Documentation

Please upload documentation demonstrating that the licensee requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment.

The host community costs can include actual and anticipated costs associated with the operation of the establishment. Additionally, please include the host community's response, or if no response was provided, a letter from the licensee attesting that they did not receive a response.

I am requesting records of any cost to the City of Framingham "reasonably related to the operation of the establishment. The establishments are still under construction and hence are operational.

Thank-you. I am available if you have any questions,

CAREGIVER-PATIENT CONNECTION –
Plan to Positively Impact Areas of Disproportionate Impact

Introduction

The Cannabis Control Commission (“Commission”) has identified certain communities in Massachusetts as areas of disproportionate impact. In remaining consistent with its’ previously approved Positive Impact Plans, CPC will continue to focus on the City of Fitchburg, MA.

The Caregiver-Patient Connection (CPC) is a Massachusetts LLC currently operating as a Tier II cultivator in Barre, MA. Additionally, CPC has received provisional approval (PCR) by the CCC for ME-Retail in Fitchburg. Upon recently receiving two executed Host Community Agreements in Framingham, CPC is submitting this Positive Impact Plan as part of applications seeking licensing approval from the Commission for Tier III Cultivation (MCN282206) and Product Manufacturing(MPN281301). This plan is submitted for application MCN282206.

Positive Impact Goals

CPC will continue to provide first-priority employment opportunities to residents of Fitchburg with the ultimate goal of a company-wide workforce comprised of 20% residents of Fitchburg as well as providing advancement opportunities within the CPC company structure.

Positive Impact Programs

CPC will conduct site-specific employment sessions at the Fitchburg Public Library for members of the Fitchburg community. (Note: There is no “relationship between CPC and the Fitchburg Public Library. As it has done in the past, CPC will reserve one of the library’s meeting rooms for these employment sessions.) CPC will conduct site specific employment sessions twice annually. These employment sessions will be held in April 2020 in anticipation of the numerous opportunities that will be available with the licensing and commencement of operations at the CPC cultivation and manufacturing facilities in Framingham, MA, including cultivation technicians, security personnel, inventory specialists, packaging specialists, transportation agents. On-site interviews will take place and qualified candidates who are Fitchburg residents will be given priority hiring status at the CPC Framingham facilities.

CPC will hold an annual job fair which will be advertised in the Fitchburg Sentinel during the week leading up to the event, and CPC will also post the job fair on its’ social media outlets beginning March 1, 2020. CPC is expecting a minimum of 75 potential applicants to attend each job fair.

As part of this plan, CPC is committed to achieving, and maintaining that a minimum of 20% of its total workforce will be residents of Fitchburg. This benchmark goal will be implemented with the opening of the CPC-Fitchburg retail location, anticipated in late fall 2019, and shall continue with the opening of the CPC indoor, Tier II cultivation facility in Barre, expected in late fall 2019 and subsequently the opening of the Framingham Tier III cultivation facility named in this application.

Positive Impact Measurement

CAREGIVER-PATIENT CONNECTION –
Plan to Positively Impact Areas of Disproportionate Impact

CPC will measure its' success according to the following metrics and data:

- Number of attendees to each April, 2020 job fair. (Through the use of sign-in sheets)
- Number of employment applications submitted, both at the April, 2020 job fair, as well as annual, unsolicited applications from residents of Fitchburg for both full and part time employment.
- Number of residents of Fitchburg hired annually by CPC
- Annual inter-company tracking of progress made by CPC employees from the City of Fitchburg, including promotions.

CPC will adhere to the requirements set forth in 935CMR500.105(4) as well as any other applicable state laws, nor will it violate the Commission's regulations with regard to limitations on ownership control or other applicable state laws.

D
PC

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

(1) Exact name of corporation prior to conversion: Caregiver-Patient Connection, Inc.

001332702

(2) Registered office address: 910 Boston Post Road E, Suite 310, Marlborough, MA 01752

(number, street, city or town, state, zip code)

(3) New name after conversion, which shall satisfy the organic law of the surviving entity:

Caregiver-Patient Connection, LLC

(4) New type of entity: Limited Liability Company

(5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.

(6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.

(7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: _____

Signed by: _____

(signature of authorized individual)

(Please check appropriate box)

- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this

19th

day of

April

2019

3
P.C.

Attachment Sheet to Articles of Entity Conversion
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

(6) Information required to be set forth in the public organic document of the surviving entity.

CAREGIVER-PATIENT CONNECTION, LLC

CERTIFICATE OF ORGANIZATION

Pursuant to Chapter 156C of the Laws of the Commonwealth of Massachusetts (hereinafter the "Act") the undersigned hereby certifies as follows:

1. Name. The name of the limited liability company is Caregiver-Patient Connection, LLC, (hereinafter the "LLC").
- 2a. Principal Office. The street address of the office of the LLC for purposes of the Act is:
910 Boston Post Road E Suite 210, Marlborough, MA 01752.
- 2b. Keeper of Records. The street address where the records of the LLC are maintained is:
910 Boston Post Road E Suite 310, Marlborough, MA 01752.
3. Business of the LLC. The general character of the business of the LLC shall be the initial purpose of submitting applications with all applicable Massachusetts regulatory agencies to obtain authorization to engage in the cultivation, transportation and distribution of cannabis, to the extent permitted and in accordance with Massachusetts law, and any other business in which a Massachusetts limited liability company is authorized to engage. The LLC will not engage in any activity requiring the approval and endorsement of the Department of Public Health or the Cannabis Control Commission until such authorizations have been received.
4. Date of Dissolution. The LLC has no specific date of dissolution.
5. Resident Agent. As of the date hereof, the following person has been appointed and has agreed to act as resident agent of the LLC:

Michael J Staiti
910 Boston Post Road E Ste 310
Marlborough, MA 01752
6. Manager. As of the date hereof, the following persons have been appointed and have agreed to act as managers of the LLC (the "Manager"):

Dean Iandoli, Catherine Trifilo, Richard Olstein, Michael J. Staiti
Each of: 910 Boston Post Road E Ste 310
Marlborough, MA 01752
7. Execution of Documents. The Manager is authorized to execute any document to be filed with the office of the Secretary of the Commonwealth of Massachusetts, to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court, and to execute, acknowledge, deliver and file or record any instrument, document or certificate, which execution, acknowledgment, delivery, filing and/or recording shall bind the LLC, without further action.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Entity Conversion of a
Domestic Business Corporation to a
Domestic Other Entity
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 700 having been paid, said articles are deemed to have been filed with me this 21 day of May, 20 19, at 10:00 am/p.m.
time

Effective date: _____

(must be within 90 days of date submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: Minimum \$200

OTBC
For minor
OTBC
Name approval

C

M

TO BE FILLED IN BY CORPORATION

Contact Information:

Joshua S. England

50 Washington St.

Westborough, MA 01581

Telephone: 978-457-2809

Email: jengland@aafcpa.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

1025
RECEIVED
MAY 21 2019
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

330856

OPERATING AGREEMENT
of
Caregiver-Patient Connection, LLC

This Operating Agreement (as the same may be amended from time to time, the “**Agreement**”) of Caregiver-Patient Connection, LLC, a Massachusetts limited liability (the “**Company**”), is entered into as of June __, 2019 by and among the Company and the parties listed on Exhibit A hereto. The parties listed on Exhibit A, as the same may be amended from time to time in accordance with the provisions of this Agreement, are individually referred to as a “**Member**” and collectively as the “**Members**”.

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability Company Act, as amended (the “**Act**”) by filing of Articles of Entity Conversion (the “Articles of Entity Conversion”) with the office of the Secretary of the Commonwealth of Massachusetts (the “**Secretary**”) on May 21, 2019 converting Caregiver-Patient Connection, Inc. to the Company;

WHEREAS, the Company and the Members hereto desire to set forth certain matters with respect to the Company in this Agreement, including with respect to the affairs of the Company, and the respective rights and obligations of the parties hereto, all in accordance with and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Certain Defined Terms

The following capitalized terms shall have the following meanings when used in this Agreement.

Accounting Period means the period beginning on the day immediately succeeding the last day of the immediately preceding accounting period (or, in the case of the first accounting period, the date of this Agreement) and ending on the earliest to occur of the following: (i) the last day of the fiscal year; (ii) the day immediately preceding the day on which a Member makes an additional contribution to, or a full or partial withdrawal from, his or her Capital Account; (iii) the day immediately preceding the day on which a new Member is admitted to the

Company; or (iv) the date of termination of the Company in accordance with this Agreement.

Accredited Investor means accredited investor as such term is defined in Regulation D promulgated under the Securities Act by virtue of such Member's income or net worth.

Act has the meaning set forth in the Recitals.

Affiliate means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such particular Person. For purposes of this definition, control (including, with correlative meaning, the terms controlled by and under common control with), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

Agreement has the meaning ascribed to it in the preamble of this Agreement.

Authorized Capital means the Units authorized for issuance by the Managers pursuant to the terms of this Agreement, which capital may be comprised of one or more classes of Units with the relative rights, preferences and designations provided for in Article 9.

Available Cash Flow has the meaning ascribed to it in Section 10.1.

Capital Account means the capital account established for each Member and maintained pursuant to the terms of this Agreement in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2).

Capital Contribution means, as to each Member, the amount of capital specified next to such Member's name in Exhibit A, and any subsequent capital contribution made by a current or new Member to the Company.

Capital Transaction means any sale or exchange of all or any material portion of the assets or Units of the Company, other than in the ordinary course of business, or the liquidation of the Company.

Certificate means the certificate of formation of the Company filed with the Secretary of the Massachusetts, as it may be amended.

Code means the Internal Revenue Code of 1986, as amended.

Company has the meaning ascribed to it in the preamble of this Agreement.

Dissolution Event has the meaning ascribed to it in Section 12.1.

Distributions means those distributions made to the Members under this Agreement including, without limitation, any Tax Distributions made to, or earmarked to be made to, the Members under this Agreement.

Drag-Along Member has the meaning ascribed to it in Section 7.5.

Effective Date means the date of this Agreement.

Initial Capital Contribution means the Capital Contribution of each Member, as set forth in Exhibit A.

Insider(s) has the meaning ascribed to it in Section 4.12(a).

Insider Contracts has the meaning ascribed to it in Section 2.7(a).

Managers means the Managers of the Company responsible for management of the Company, all in accordance with applicable provisions of the Act and this Agreement

Members means any of the Persons admitted as members of the Company and holding Units pursuant to the terms of this Agreement and the Act, prior to the time of withdrawal of such Person, in such Person's capacity as a member, which members hold in the aggregate all of the issued and outstanding Units of the Company. The Members shall constitute the members of the Company, as such term is defined in this Agreement and the Act.

Net Profits means with respect to any particular Member for any particular period, the Profits of the Company allocated to the Member with respect to such period, less all available Losses allocated to such Member by the Company of like character (ordinary, long term capital or short term capital as the case may be) for such period and any prior period. For purpose of this determination, Losses of the Company shall be deemed to be available unless such Losses have previously been utilized in the calculation of Net Profit.

Permitted Transfer has the meaning ascribed to it in Section 7.3(a).

Person means any natural person, corporation, partnership, trust or other legal entity, whether organized for profit or not for profit.

Pro Rata Portion has the meaning ascribed to it in Section 7.4(b).

Profits or Losses means for each fiscal year or other period, an amount

equal to the Company's taxable income or loss for such fiscal year or period, determined in accordance with applicable provisions of the Code and Treasury Regulations.

Qualified IPO shall mean upon consummation of a firm commitment underwritten public offering of stock/Units or a going public transaction such as a reverse merger.

Regulatory Allocations has the meaning ascribed to it in Section 10.4(e).

Relative means any parent, spouse, brother, sister, child, grandchild or relationship by marriage to or of any Member, or a member thereof, who is a natural person, as the case may be.

ROFR Acceptance has the meaning ascribed to it in Section 7.4(a).

ROFR Purchasing Member has the meaning ascribed to it in Section 7.4(a).

ROFR Sale Notice has the meaning ascribed to it in Section 7.4(a).

ROFR Sale Terms has the meaning ascribed to it in Section 7.4(a).

ROFR Selling Member has the meaning ascribed to it in Section 7.4(a).

ROFR Third-Party Purchaser has the meaning ascribed to it in Section 7.4(a).

Securities Act means the Securities Act of 1933, as amended.

State means the Commonwealth of Massachusetts.

Tax Distributions means those distributions, if any, made to, or earmarked to be made to, the Members under this Agreement for the payment of any and all taxes due by such Members in connection with the Company, such Tax Distributions which shall be declared and paid at the maximum marginal tax rates for both federal, state, and/or local taxes, for each respective tax year. Additionally, in the event the Company is required to file a composite tax return on behalf of non-resident Members, and State estimated payments are paid by the Company for any non-resident Members, such estimated payments, and any remaining balances paid by the Company for such tax year, shall be considered Tax Distributions for the purpose of this Agreement. The maximum marginal tax rates shall be adjusted up or down from time to time by the Managers, with written notice to the Members, in the event the highest federal, state or local tax rate applicable to any Member changes from time to time. Notwithstanding the foregoing or anything herein to the

contrary, a Tax Distribution shall only be made to any such Member upon (i) the authorization of the Managers in their sole and absolute discretion, and (ii) such time that income has been allocated to such Member in excess of cumulative Losses which have been allocated in the past to such Member.

Tax Representative means the Person designated in this Agreement as the Tax Representative hereunder, consistent with Code Section 6223.

Transfer means the sale, exchange, assignment, transfer, pledge, hypothecation or otherwise encumbrance, alienation or disposal of, voluntarily or by operation of law, all or any portion of, or right in or to, the Units.

Treasury Regulations means any regulations promulgated under the Code.

Units means collectively the Class A and Class B limited liability company membership interests that are denominated as units of authorized capital of the Company from time to time outstanding, which as of the Effective Date consist of the Units.

ARTICLE 2

GENERAL

Section 2.1 Preliminary Statement

The purposes of this Agreement are to (i) set forth the rights, obligations and duties of the Members and the Company and (ii) adopt this Agreement as the Limited Liability Company Agreement of the Company, as contemplated by the Act. To the extent the rights, powers, duties, obligations or liabilities of any Member are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Managers shall from time to time take all actions which they may deem to be necessary or advisable for the continuation of the Company as a limited liability company under the Act and qualify the Company to act in any other state where the Managers deem qualification necessary or desirable, so long as the liability of the Members is limited in substantially the same manner as provided under the Act and this Agreement.

Section 2.2 Name

The name of the Company shall be Caregiver-Patient Connection, LLC.

Section 2.3 Office

As of the date hereof, the principal office of the Company and the registered office of the Company in 910 Boston Post Road, Suite 310, Marlboro, Massachusetts

01752 and its agent for service of process in Massachusetts is Catherine Trifilo. The Managers may, in their sole discretion, relocate the principal office or appoint a different agent for service of process.

Section 2.4 Fiscal Year

The fiscal year of the Company shall end on December 31, or such other day as the Managers from time to time shall determine.

Section 2.5 Duration

The Company shall have a perpetual term, unless a specific term is set forth in its Certificate. The Company may be dissolved pursuant to this Agreement.

Section 2.6 Purposes of the Company

The Company's business is to invest in, acquire interests in, develop, manage, or operate one or more entities licensed to operate one or more "Marijuana Establishment"(s) pursuant to Chapter 55 of the 2017 Acts and Resolves of the Commonwealth of Massachusetts (An Act to Ensure Safe Access to Marijuana) and regulations of the *Massachusetts Cannabis Control Commission* found at 935 CMR 500.000, *et seq.*, one or more "Registered Marijuana Dispensary"(ies) or "Medical Marijuana Treatment Center"(s) pursuant to Chapter 369 of the 2012 Acts and Resolves of the Commonwealth of Massachusetts (An Act for the Humanitarian Medical Use of Marijuana) and regulations of the *Massachusetts Cannabis Control Commission* found at 935 CMR 501.000, *et seq.*, to engage in all ancillary activities directly or indirectly related to such purposes, and to engage in any and all other lawful activities permitted under the Act.

Section 2.7 Power and Authority

(a) Subject to the provisions of this Agreement, the Company, by majority vote of the Managers, shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental in furtherance of the purposes set forth in Section 2.6 above, including, without limitation, the power:

(i) to conduct its business and carry on its operations in such manner(s) as may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(ii) to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, develop, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible, that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iii) to enter into, perform and carry out contracts of every kind and description, including, without limitation, contracts with Insiders, any Affiliates of Insiders, or any agents of the Company (collectively, the “**Insider Contracts**”) necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company, subject to Section 4.15;

(iv) to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company including, without limitation, the purchase, sale, transfer, pledge and exercise of all rights, privileges and incidents of ownership or possession with respect to any Company asset or liability; and to secure the payment of any Company obligation by hypothecation or pledge of Company assets;

(v) to lend money for any proper purpose, to invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested;

(vi) to sue and be sued, complain and defend and participate in administrative or other proceedings;

(vii) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(viii) to indemnify any Person in accordance with the Act or this Agreement;

(ix) to obtain any and all types of insurance;

(x) to cease its activities and cancel its Certificate;

(xi) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(xii) to borrow money and issue evidence of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other liens on the assets of the Company;

(xiii) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;

(xiv) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(xv) admit new Members; and

(xvi) raise capital, sell the Company or make a public offering of the Company.

(b) Subject to the provisions of this Agreement and the approval of the Managers, (i) the Company may enter into and perform any and all documents, agreements and instruments contemplated hereby, all without any further vote, act or approval of any other Members, and (ii) the Managers may authorize any person, including any Member or officer to enter into and perform any document, instrument or agreement on behalf of the Company. Notwithstanding the foregoing or anything to the contrary herein contained, in the exercise of the powers enumerated (i), (iii), (iv), (vii), (ix), (xiv), (xv) and (xvi) in Subsection 2.7(a), the Managers may act only by majority vote, provided that in no case shall a majority consist of less than three (3).

ARTICLE 3

MEMBERS

Section 3.1 Place of Meetings

Any meeting of the Members shall be held at the principal office of the Company or at such other place, within or without the Commonwealth of Massachusetts, as shall be designated by the Managers, including without limitation telephonic meetings pursuant to Section 3.5.

Section 3.2 Notice of Member Meetings

Meetings of the Members may be held without call or notice at such places and at such times as the Managers may from time to time determine, provided, however, if the vote of the Members is required at such meeting, then written notice of the meeting to all Members shall be given by, or at the direction of, the person or persons calling such meeting at least three (3) days prior to the date of giving of such notice. Such notice shall specify the purpose of the meeting and be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Member. Such notice shall specify the place, day and hour of the meeting.

Section 3.3 Waiver of Notice

A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Member who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Member. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 3.4 Quorum

With respect to any meeting of Members, the presence in person or by proxy of the holders of a majority of the issued and outstanding Units of the Company shall constitute a quorum with respect to matters that require the vote of the Members, if applicable, in accordance with this Agreement or the Act. Members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough issued and outstanding Units entitled to vote to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those Members present may adjourn the meeting to such time and place as they may determine.

Section 3.5 Telephonic Meetings

One (1) or more Members may participate in any regular or special meeting of the Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

Section 3.6 Voting Power and Rights

Except as otherwise provided for herein, the holders of Class A Units shall be entitled to vote on all matters required by law or by the Certificate or this Agreement to be voted upon or approved by the Members. The Class A Members holding Units shall be entitled to vote at any regular or special meeting of the Members. To the extent a matter must be voted upon by all Members, all actions or vote with respect to such matter shall be a valid and effective act of the Company upon the consent of Members holding a majority of all the issued and outstanding Units.

Section 3.7 Members

a. List of Members; Admission. Subject to the following sentence, the name, mailing address, Capital Contribution, date of Capital Contribution, number and number of Units of the Members are set forth on Exhibit A attached hereto, as such exhibit shall be amended from time to time in accordance with the terms of this Agreement. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A, as amended and in effect from time to time. Upon (i) the execution and delivery of this Agreement and (ii) receipt of such Person's Capital Contribution, as set forth on Exhibit A, each Person listed on Exhibit A is hereby admitted to the Company as a Member of the Company with the number and class of Units set forth opposite such Person's name as of the date such person executes and delivers this Agreement.

b. Loans by Members. No Member shall be required to lend any funds to

the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or the terms of this Agreement. In the event that any Member does make a loan to the Company, neither the principal of, nor interest accrued upon, such loan shall be deemed a Capital Contribution. The Company is prohibited from loaning any money to any Insiders.

Section 3.8 No Liability of Members

Except for conduct that a court of competent jurisdiction deems to constitute fraud, willful misconduct or gross negligence, as otherwise required by applicable law, and as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company, or to any other Person, for the debts, liabilities, commitments or other obligations of the Company for any losses of the Company or to restore any deficit balance in such Member's Capital Account, or otherwise. Each Member shall be liable only to make such Member's Capital Contribution to the Company and any other payments specifically required hereunder.

Section 3.9 Other Activities

The Members and their Affiliates, other than the Managers and the Officers of the Company, may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 3.10 Covenant Not to Compete

Notwithstanding Section 3.9 hereof or anything to the contrary herein contained, beginning on the date hereof and continuing while any Person is a Manager or Member, as the case may be, of the Company and for a period of twenty-four (24) months immediately following the date that any such Manager or Member ceases to be a Manager or Member of the Company, such Manager or Member shall not, without the prior written consent of the Manager, (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, (iii) manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to the Company's business within any of the six (6) states comprising the region of the United States commonly known as "New England" including Maine, New Hampshire, Vermont, Massachusetts, Connecticut, and Rhode Island. The

provisions of this Section 3.10 shall survive this Agreement and the termination of the Company.

Notwithstanding this Section 3.10 to the contrary, it shall not be a violation of this Section 3.10 for any Person, either during such time as they are a Manager or Member, as the case may be, of the Company, or for a period of twenty-four (24) months immediately following the date that any such Manager or Member ceases to be a Manager or Member of the Company, for any such Person to contribute capital to, invest in, or otherwise have a financial interest in any business in competition with or otherwise similar to the Company's business, provided that any such Person's capital contribution, investment, or financial interest is limited to a so-called "passive" investment or interest and such Person does not actively undertake any of the roles or activities contrary to acting as such a "passive investor" and generally identified in Section 3.10 (i)-(iii) above.

ARTICLE 4

MANAGEMENT OF THE COMPANY

Section 4.1 Managers

(a) The full and entire management of the business and affairs of the Company shall be vested in the Managers that shall have and may exercise all of the powers that may be exercised or performed by the Company in accordance with the terms of this Agreement. Unless the approval of the Members is required by this Agreement or by nonwaivable provisions of applicable law, and in accordance with and subject to the terms and conditions of this Agreement including but not limited to Section 2.7, the Managers shall have full, complete, and plenary authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business, in accordance with the terms hereof.

(b) In order to secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of this Section 4.1, each Member hereby acknowledges and agrees to the grant of the power of attorney set forth in Section 16.6.

(c) The Managers may, from time to time, delegate to one or more persons (including any individual Manager, any Member, or any officer or employee of the Company) such authority and responsibility as the Managers may deem advisable. Any delegation pursuant to this subsection (c) may be revoked at any time by the Managers.

Section 4.2 Election of the Managers

The initial Managers of the Company shall be Dean Iandoli, Richard Olstein, Michael Staiti, Catherine Trifilo and one additional Person to be appointed Manager by the aforementioned four initial Managers (collectively the “**Managers**”, and, if only one, the “**Manager**”). Managers need not be residents of the Commonwealth of Massachusetts or Members of the Company.

(a) Section 4.3 Resignation of a Manager.

Subject to the terms of any separate written agreement between the Company and a Manager, a Manager may resign at any time by giving written notice to the Company. The resignation of a Manager who is also a Member shall not affect his or her rights as a Member. A Manager's resignation permitted hereunder shall be effective upon receipt unless such notice specifies a different date, and the acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4.4 Compensation of the Managers

A Manager shall not receive compensation for their services, except as otherwise approved by a majority vote of the Managers. The Managers, by majority vote, may establish what compensation, if any, a Manager may receive.

Section 4.5 Regular Meetings

The Managers shall hold such regular meetings at such times and places as they may determine.

Section 4.6 Special Meetings

Any Manager shall have the right to call special meetings at such times and places as he or she may determine, to be designated in a written notice of such meeting.

Section 4.7 Notice of Meetings

Meetings of the Managers may be held without call or notice at such places and at such times as the Managers may from time to time determine, provided, however, if the vote of the Members is required at such meeting, then written notice of the meeting shall be given by, or at the direction of, the person or persons calling such meeting at least three (3) days prior to the date of giving of such notice. Such notice shall be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Manager. Such notice shall specify the purpose, place, day and hour of the meeting.

Section 4.8 Waiver of Notice

A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Manager who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Manager. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

Section 4.9 Action by Consent

Except as is otherwise specifically provided for herein, any action which may be taken at a meeting of the Managers may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by the Manager who would be entitled to vote at such meeting and shall be filed with the records of proceedings of the Managers of the Company. Notice of such actions taken by the Company shall be distributed to all Managers as soon as practicable.

Section 4.10 Telephonic Meetings

A Manager may participate in any regular or special meeting of the Managers by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 4.11 Quorum; Requisite Vote

With respect to any meeting of Managers, the presence in person or by proxy of not less than three (3) Managers shall constitute a quorum with respect to matters that require the vote of the Managers, if applicable, in accordance with this Agreement, including but not limited to Section 2.7 of this Agreement, or the Act. If a meeting cannot be organized because a quorum has not attended, those Managers present may adjourn the meeting to such time and place as they may determine. Notwithstanding that the number of Managers may be less than five (5), or that the number of Managers attending any meeting in person or by proxy shall be less than five (5), any action to be taken by the Managers pursuant to this Agreement by majority vote shall require the concurring vote of not less three (3) Managers.

Section 4.12 Interested Member or Officer Contracts

(a) No contract or other transaction between the Company and (a) one or more of its Members, officers or Affiliates of thereof (collectively, “**Insiders**”) or (b) any other entity in which one or more Insiders of the Company is an equity holder,

director or officer or has a financial interest, shall be void or voidable solely (i) for such reason, (ii) because such Insider is present at or participates in the meeting of the Members, as applicable, at which such contract is authorized or (iii) because the vote of such officer or Member is counted at the meeting of the Members, as applicable, at which such contract is authorized, if the Managers approve such transaction **and** one of the following conditions is satisfied:

(i) All material facts as to such contract, and such Insider's interest therein (if any), have been disclosed to or are known by the majority of all the Members and such contract or amendment thereto has been specifically approved in good faith by the majority of the Members, without counting the vote of any interested Member; or

(ii) Such contract or amendment thereto is fair as to the Company as of the time at which such contract is authorized, approved or ratified by the Managers.

Members so interested may be counted when present at meetings of the Members for the purpose of determining the existence of a quorum.

(b) To the extent the Managers appoint any Manager to be officers of the Company, nothing in this Agreement shall prevent such persons from receiving a salary or other compensation from the Company in his or her capacity as an officer.

Section 4.13 Scope of Authority of the Managers

Unless otherwise required by the Act or the express provisions of this Agreement, the Managers shall have the exclusive power and authority to manage the day-to-day business and affairs of the Company, and to carry out and exercise any and all of the purposes and powers of the Company set forth in Section 2.6 and 2.7, without the necessity of a meeting of the Members including, without limitation, the power to:

(i) open, maintain and close bank accounts and draw checks or other orders for the payment of money;

(ii) receive, acknowledge receipt for, account for, deposit, dispose of and/or otherwise handle all securities, checks, money and other assets or liabilities of the Company;

(iii) hire employees, bankers, attorneys, accountants, consultants, custodians, contractors and other agents, and pay them reasonable compensation;

(iv) maintain one or more offices within or without the Commonwealth of Massachusetts and in connection therewith rent or acquire office space and do such other acts as may be advisable in connection with the maintenance of such offices;

- (v) obtain any and all types of insurance;
- (vi) negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of the Company's assets or liabilities;
- (vii) borrow money and issue evidences of indebtedness and guaranty indebtedness and to secure the same by mortgage, pledge or other lien on the assets of the Company;
- (viii) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability;
- (ix) make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (x) enter into any agreement that requires consideration for goods or services payable by or to the Company;
- (xi) conduct marketing, advertising or public relations efforts or campaigns of the Company, including, without limitation, developing, hosting and maintaining internet websites;
- (xii) admit new Members;
- (xiii) raise capital, sell the Company or make a public offering of the Company; and
- (xiv) do any and all acts required of the Company with respect to its interest in any other Person.

No Member, unless such Member is a Manager, shall have any power or authority to manage the business or affairs of the Company.

Section 4.14 Coordination with The Act

It is the intent of the parties that, for all purposes, the term Manager shall be deemed to be synonymous with the term Manager as used in the Act, and the term Member or Members shall be deemed to be synonymous with the term member or members as used in the Act.

Section 4.15 Other Activities

The Insiders, other than the Managers and Officers of the Company, and their respective Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others. Except as otherwise provided herein,

neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

ARTICLE 5

OFFICERS

Section 5.1 Number and Election

The Managers shall appoint a President, who may also be appointed and serve as Chief Executive Officer (“**President/CEO**”), a Treasurer, who may also be appointed and serve as Chief Financial Officer (“**Treasurer/CFO**”), and a Secretary, and may appoint such other officers and agents as the Managers may deem appropriate. Any such officers shall have the authority of the Managers to act on behalf of and to bind the Company to the full extent of the Managers’ delegation of authority to such officers.

Section 5.2 Qualifications

A Person may hold more than one office. An officer may, but need not, be a Member of the Company.

Section 5.3 Term of Office

Each officer shall hold office until the end of the term for which such officer is appointed and until his or her successor shall have been elected, or until such Person's earlier death, resignation or removal.

Section 5.4 Chief Executive Officer, Chief Operating Officer and Chief Financial Officer

The Managers may also appoint a Chief Executive Officer, Chief Operating Officer and Chief Financial Officer, such officers to have the authority of the Managers to act on behalf of and to bind the Company to the full extent of the Managers’ delegation of authority to such officers.

Section 5.5 President or President/CEO

The President/CEO shall supervise generally and have executive powers concerning all of the day to day operations of the Company and shall perform all duties incident to the office of the President including, without limitation, exercise of general operating powers concerning all the property, business and affairs of the Company. The President/CEO shall be charged with carrying out the policies, programs, orders and resolutions adopted or approved by the Managers, and shall have all powers and perform all duties incident to the office, and any further powers

and duties as from time to time may be prescribed by the Managers. The President/CEO shall report to the Managers.

Section 5.6 Treasurer or Treasurer/CFO

The Treasurer/CFO shall be the chief financial officer of the Company and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and shares. The Treasurer/CFO shall have custody of the funds and securities of the Company and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managers or the President of the Company. The Treasurer/CFO shall have such other powers and perform such other duties as may from time to time be prescribed by the President or the Managers.

Section 5.7 Secretary

The Secretary shall attend meetings of the Members, keep minutes thereof and Company documents and materials in suitable books, and in general, perform all duties incident to the office of Secretary.

Section 5.8 Initial Officers

The Managers shall be deemed to have appointed as initial officers of the Company to the positions of President/CEO, Secretary and Treasurer/CFO.

Section 5.9 Other Activities

The Managers and Officers of the Company and their respective Affiliates may engage in, possess interests in, own, operate or manage other business or investment ventures of every kind and description for their own account or jointly with others; provided that such business or investment venture does not directly compete with the business of the Company. Except as otherwise provided herein, neither the Company nor any Insider shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

Section 5.10 Salaries of Officers

The Managers shall determine and set salaries and other compensation for the Company's officers. Officers of the Company may be entitled to a salary and other compensation regardless if he or she is a Manager.

ARTICLE 6

EXECUTION OF DOCUMENTS

Section 6.1 Checks, Etc.

The Managers, or with their approval, one or more officers, may from time to time designate such employees, persons, entities, officers or agents who shall have power on behalf of the Company, in its name, to sign and endorse checks and drafts and to authorize the wire transfers of funds.

Section 6.2 Other Documents.

Unless otherwise authorized in writing by the Managers, all contracts, leases, deeds, deeds of trust, mortgages, negotiable instruments, powers of attorney to transfer the equity interests of Members and for other purposes, and all other documents requiring the authorization of the Managers of the Company shall be executed for and on behalf of the Company by the Person(s) designated in the Certificate, or if no Persons are so designated, by an officer or by one (1) or more other Persons designated in writing by the Managers.

ARTICLE 7

UNIT CERTIFICATES AND TRANSFERS

Section 7.1 Unit Certificates

Units, which shall represent the limited liability company ownership interests of the Members in the Company, may be evidenced by a certificate in such form as the Managers may from time to time determine. Every certificate issued by the Company shall be signed by the President/CEO and the Treasurer/CFO of the Company. Each certificate representing Units in the Company now or hereafter issued shall include a conspicuous legend, stating that the certificate and the rights represented by the certificate, including, without limitation, all rights to transfer such certificate, are subject to the terms of this Agreement, as it may be amended from time to time, and such other legend(s) as the Managers may deem to be appropriate.

Section 7.2 Loss or Destruction of Unit Certificates

In case of loss or destruction of a Unit certificate, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Managers or their designee of such loss or destruction, which proof may be in the form of an affidavit signed under the penalties of perjury and upon the giving to the Company of satisfactory security or indemnity against loss, by bond or otherwise, if such security or indemnity is deemed appropriate by the Managers. Any such new

certificate shall be plainly marked “Duplicate” upon its face.

Section 7.3 Transfers of Units

(a) Restrictions on the Transfer of Interests. Subject to the exceptions below, no Member may Transfer any portion of any Units to any other Person without the prior written consent of the Manager, which consent may be granted or withheld for any or no reason. Notwithstanding anything to the contrary contained herein, including without limitation the provisions of Sections 7.4 and 7.5, any Member may Transfer all or a portion of his/her/its Units (the following, each, a “**Permitted Transfer**”): (w) to another Member, (x) in the case of a Member who is a natural person, to (i) such Member's Relative, (ii) any trust, limited partnership, limited liability or other company primarily for the benefit of a Relative, (iii) any trust, limited partnership, limited liability or other company the beneficial owner of which includes only such Member, or (iv) any trust, limited partnership, limited liability or other company which is controlled directly or indirectly by such Member; (y) in the case of a Member who is not a natural person, to any partner, parent, subsidiary, equity holder or Affiliate of such Member; or (z) to another natural person or entity upon approval by the Manager; provided that any such transferee under clauses (w), (x), (y) or (z) immediately above shall agree in writing to be bound by, and the Units so transferred shall remain subject to, the terms and conditions of this Agreement; provided, further, that any proposed Transfer under this Section 7.3 must meet the following conditions unless so waived by the Manager, which conditions are intended, among other things, to ensure compliance with the provisions of applicable laws:

(i) the transferor or transferee undertakes to pay all expenses incurred by the Company in connection therewith;

(ii) the Company shall receive from the Person to whom such transfer is made (a) such documents, instruments and certificates as may be requested by the Managers, pursuant to which the transferee shall become bound by this Agreement, (b) a certificate to the effect that the representations and information required to be furnished pursuant to this Agreement are (except as otherwise disclosed in writing to the Managers) true and correct with respect to such Person and (c) such other documents, opinions, instruments and certificates as the Managers shall request; and

(iii) the transferring Member shall, prior to making any such transfer, deliver to the Company the opinion of counsel described in form and substance satisfactory to the Managers and shall be substantially to the effect (unless specified otherwise by the Managers) that giving effect to the Transfer contemplated by the opinion (a) will not violate any provisions of the Securities Act or applicable state securities laws; (b) for Federal income tax purposes, will not cause the termination or dissolution of the Company and will not cause the Company to be classified as other than a partnership; and

(c) will not violate the laws of any state or the rules and regulations of any governmental authority applicable to such Transfers, including without limitation, Massachusetts Island laws and regulations related to cannabis and the cannabis industry.

(b) Admission of Transferee as Member. Any transferee of all or any part of the Member's Units pursuant to the terms of this Article 7 shall be admitted to the Company as a substitute Member (and a member of the Company for purposes of the Act). In such event, such substitute Member shall, to the extent of such transfer, succeed to the Capital Account, rights and obligations hereunder of the Member making such transfer.

(c) Effective Date of Transfer. The Managers may, in their sole discretion, permit a Transfer to become effective as of the first day of the Accounting Period following such Transfer.

(d) No Dissolution. Admission of a substitute Member shall not be a cause for dissolution of the Company.

(e) Attempted Transfer in Violation of Agreement. Any purported transfer of any Units, in whole or in part, not made in accordance with this Article 7 shall be null and void *ab initio* and the Managers and all Members are authorized to continue to treat the purported transferor as a Member for all purposes of this Agreement.

(f) No Admission. No Person shall be admitted as a Member if such admission will (i) cause the Company to be classified as other than a partnership for Federal income tax purposes; or (ii) constitute a violation of any applicable registration provisions of the Securities Act or any other applicable State or Federal securities laws.

Section 7.4 Right of First Refusal

(a) In the event that a Member receives an offer from a third party, and wishes to accept said offer, to purchase any or all of the Member's Units (a "**ROFR Third-Party Purchaser**"), such Member (the "**ROFR Selling Member**") shall provide written notice (the "**ROFR Sale Notice**") to all other Members stating the terms of such proposed sale, including, without limitation, the purchase price and the closing date for the sale of such Units (the "**ROFR Sale Terms**"), and including copies of all materials (including, without limitation, a signed term sheet) with respect to such proposed sale. Each Member under the last sentence of this Section 7.4(a), shall have the exclusive right, not more than thirty days after receipt of the ROFR Sale Notice (during which time the ROFR Selling Member may not sell such Units to the ROFR Third-Party Purchaser), to either: (i) decline to purchase such Units from the ROFR Selling Member, or (ii) provide to the ROFR Selling Member a

written notice (the “**ROFR Acceptance**”) stating that the other Member, under the following sentence (a “**ROFR Purchasing Member**”), has agreed to acquire the Units of the ROFR Selling Member in accordance with the ROFR Sale Terms.

(b) If an ROFR Acceptance is given by a ROFR Purchasing Member to the ROFR Selling Member as provided in Section 7.4(a) above, the ROFR Selling Member shall sell the subject Units to the ROFR Purchasing Member pursuant to the ROFR Sale Terms. If more than one ROFR Purchasing Member delivers a ROFR Acceptance, each such ROFR Purchasing Member shall be allocated its Pro Rata Portion of the subject Units, unless otherwise agreed by such ROFR Purchasing Members. For the purposes of this Section 7.4, “**Pro Rata Portion**” means, with respect to any eligible ROFR Purchasing Member, on the date of the ROFR Sale Notice, the number of Units, equal to the product of: (A) the total number of offered Units and (B) a fraction determined by dividing: (y) the number of Units owned by such ROFR Purchasing Member by (z) the total number of Units owned by all of the ROFR Purchasing Members.

(c) Failure of all other Members to deliver the ROFR Acceptance within thirty days after receipt of the ROFR Sale Notice shall be deemed to be an election by the other Members not to purchase the Units of the ROFR Selling Member as provided pursuant to Section 7.4(a). In the event the other Members elect not to purchase such Units of the ROFR Selling Member, the ROFR Selling Member may then sell such Units to the ROFR Third-Party Purchaser, provided that such sale to the ROFR Third-Party Purchaser is upon terms the same as or materially similar to the ROFR Sale Terms, as certified to the other Member by the ROFR Selling Member. If the ROFR Selling Member desires to sell the applicable Units to a ROFR Third-Party Purchaser on terms less favorable than, or materially different from the ROFR Sale Terms provided to the other Members, the ROFR Selling Member may not sell such Units without first providing the other Members with a revised ROFR Sale Notice and complying with the terms and provisions of this Section 7.4. The time period for the other Members to review and accept or deny such ROFR Sale Terms shall be fifteen days after receipt of such revised ROFR Sale Notice. Any permitted Transfer of Units to a ROFR Third-Party Purchaser under this Section 7.4(c) shall be subject to such ROFR Third-Party Purchaser's compliance with Section 7.3 hereof in all respects.

(d) Notwithstanding the foregoing, this Section 7.4 shall not apply and a Member shall not have the right to purchase the Units of the other Members in connection with a Permitted Transfer.

Section 7.5 Right of Co-Sale

(a) If the Company and the ROFR Purchasing Members do not purchase all of the Units of the ROFR Selling Member pursuant to Section 7.4, the ROFR

Selling Member, within five (5) days after the expiration of the closing date set forth in the ROFR Sale Terms, shall deliver to all other Members (each a “**Designated Member**”), with a copy to the Company, a written notice (the “**Co-Sale Notice**”) that each such Designated Member shall have the right (the “**Co-Sale Right**”), in accordance with the terms and conditions set forth in this Agreement, to participate with the ROFR Selling Member in the Transfer of the Units of the ROFR Selling Member not purchased by the Company and the ROFR Purchasing Members pursuant to the provisions of Section 7.4 hereof (the “**Available Units**”) for an amount of consideration in respect of each such Designated Member’s Units equal to the Transfer Purchase Price Per Interest (the “**Co-Sale Purchase Price**”) on the terms and conditions set forth in the Co-Sale Notice described above and in accordance with this Section 7.5. The Co-Sale Notice shall set forth the date of closing of the proposed sale of the Available Units by the ROFR Selling Member to any Member accepting the terms set forth in the Co-Sale Notice (each such Member a “**Proposed Transferee**”), which date shall not be earlier than ten (10) days and not later than fifteen (15) days following the date on which the Co-Sale Notice is given. To the extent one or more of the ROFR Purchasing Members exercise their Co-Sale Right, the number of Available Units that the ROFR Selling Member may sell to the Proposed Transferee shall be correspondingly reduced.

(b) If a Designated Member desires to exercise its Co-Sale Right, such Designated Member shall give written notice (the “**Inclusion Notice**”) to the ROFR Selling Member, with a copy to the Company, within five (5) days after the Co-Sale Notice is given (the “**Co-Sale Election Period**”). The Inclusion Notice shall indicate the number of Units such Designated Member wishes to sell under its Co-Sale Right up to the number of Available Units. The maximum number of Units that each Designated Member may sell under its Co-Sale Right shall be equal to the product obtained by multiplying (i) the aggregate number of Available Units covered by the Co-Sale Notice by (ii) a fraction, the numerator of which is the number of outstanding Units owned by such Designated Member on the Co-Sale Notice Date and the denominator of which is the total number of outstanding Units owned by the ROFR Selling Member and all ROFR Purchasing Members on the Co-Sale Notice Date (such Units with respect to each Designated Member, the “**Co-Sale Right Interest**”). Any Designated Member that is covered by an Inclusion Notice delivered by a Designated Member to the ROFR Selling Member, with a copy to the Company, within the Co-Sale Election Period is referred to hereinafter as a “**Co-Sale Participant**.”

(c) At the closing of the sale of Available Units by the ROFR Selling Member to the Proposed Transferee, each Co-Sale Participant shall deliver to the Proposed Transferee satisfactory evidence from the Company and such Co-Sale Participant in accordance with the provisions of this Agreement of the number of Co-Sale Right Interests which such Co-Sale Participant has elected to sell. Upon receipt of such evidence, and concurrently with the purchase of Available Units

from the ROFR Selling Member, the Proposed Transferee shall remit to each Co-Sale Participant, by wire transfer of immediately available funds (or other means acceptable to such Co-Sale Participant), the Co-Sale Purchase Price with respect to the Co-Sale Right Interests. Each Member shall be entitled to the same form of consideration, payment terms and security in connection with any transaction effected in accordance with this Section 7.5. To the extent that any Proposed Transferee refuses to purchase Co-Sale Right Interests from a Co-Sale Participant, the ROFR Selling Member shall not sell to such Proposed Transferee any Available Units unless and until, simultaneously with such sale, such ROFR Selling Member purchases the Co-Sale Right Interests from the Co-Sale Participant in accordance with this Section 7.5.

(d) In the event that no Designated Member exercises its Co-Sale Right, then the ROFR Selling Member may Transfer all of the Available Units to the Proposed Transferee on the terms and conditions set forth in the Co-Sale Notice. Any proposed Transfer that is not completed within forty-five (45) days of the expiration of the closing date set forth in the ROFR Sale Terms Period or that would be on terms and conditions more favorable to the Proposed Transferee than those described in the Co-Sale Notice shall again be subject to the rights of first refusal and co-sale described herein and shall again require compliance by a ROFR Selling Member with the procedures described herein in connection therewith.

(e) Neither the Transfer of Available Units by the ROFR Selling Member nor the Transfer of Co-Sale Right Interests by a Designated Member shall be effective unless, contemporaneously with such Transfer, the Proposed Transferee executes a counterpart to this Agreement, thereby agreeing to be bound all the terms and conditions of this Agreement.

Section 7.6 Drag-Along Rights

If at any time the Managers or any Class A Member receives a *bona fide* offer from a third party to purchase, in one transaction or a series of related transactions, a majority of the issued and outstanding Units of the Company, or the Managers by a majority vote decides to offer a sale of all or a portion of the Company by a Qualified IPO, the Managers shall have the right to require that each other Member (each, a “**Drag-Along Member**”) participates in the Qualified IPO or in such sale in the manner set forth in this Section 7.6, and each Drag-Along Member shall be required to sell its respective interests at the price and upon the terms offered to the Managers or any Member; *provided, however*, that no Drag-Along Member shall be required to transfer or sell any of its Units if the consideration for the drag-along sale is other than cash or registered securities listed on an established U.S. or foreign securities exchange or traded on the NASDAQ National Market or a U.S. or foreign established over-the-counter trading system. Notwithstanding the provisions of this Section 7.6 and Section 10(2)(a)(ii), as

applicable, shall not apply and a Member shall not have the so-called “drag-along rights” in connection with a Permitted Transfer. Notwithstanding anything to the contrary in this Agreement, each Drag-Along Member shall vote in favor of the transaction and take all actions to waive any dissenters, appraisal or other similar rights.

Section 7.7 Optional Repurchase by the Company

(a) Dissociation. In the event of (i) the death of a Member; (ii) a Member ceasing to exercise, directly or indirectly, sole voting and dispositive power over his or her Units (unless transferred in accordance with the provisions of this Agreement); or (iii) the termination, whether voluntary or involuntary or with or without Cause, of a Member’s employment or services with the Company, the Company, by written notice to such Member (the “**Dissociated Member**”) or the personal representative of the Dissociated Member, as the case may be, shall have the option to purchase some or all of the Units of the Dissociated Member for the purchase price calculated in accordance with the Buyout Valuation. “**Permanent Disability**” shall mean an injury or sickness which renders such Member incapable, as determined by a physician selected by the Company and the Dissociated Member or his or her legal representative, as applicable, whether physically or mentally, of performing all or substantially all of such Member’s material duties to the Company for a period in excess of one hundred eighty (180) consecutive days or one hundred eighty days within any twelve (12) month period. To the extent the Company does not exercise its option to purchase the Units from a Dissociated Member in accordance with this Section 7.7, the other Members shall have the option to purchase such Member’s Units on a *pro rata* basis and on the same terms as the Company. “**Buyout Valuation**” shall mean the fair market value of the Units, as determined an acceptable appraisal practice, with such determination to be final and binding on the parties.

(b) Cause. A Member shall become a Dissociated Member if he or she commits an act or omission that constitutes Cause or accepts a position or engages in any activity, whether at the time such Member’s employment or consulting relationship with the Company terminates or within twelve (12) months thereafter, competitive with the business, and the Company shall have the option to purchase all of the Units of such Dissociated Member under the same terms in this Section 7.7; provided that the purchase price for the Units of such Dissociated Member shall be equal to seventy-five percent (75%) of the Buyout Valuation, and provided that all of costs and expense associated with a third-party appraiser in connection with the Buyout Valuation determination shall be borne solely and exclusively by the Dissociated Member. “**Cause**” means: (i) the failure by a Member to substantially perform his or her assigned duties and responsibilities to the Company that materially and adversely affect or threaten to affect the business or reputation of the Company; (ii) a Member’s commitment of fraud or participation in a material

act or omission involving dishonesty with respect to the Company or gross negligence in connection with his or her duties and responsibilities to the Company; (iii) the commission by the Member of any crime involving moral turpitude or any felony; (iv) a material breach by the Member this Agreement or, as applicable, of any employment, confidentiality, non-compete, non-solicit or similar agreement with the Company; (v) a Member's material violation of any Company rule, regulation, procedure or policy; or (vi) conduct which demonstrates a Member's gross unfitness to serve as an employee of the Company and which has had or is reasonably likely to have a significant adverse effect on the Company.

(c) Payment. The purchase price for the Dissociated Member's Units to be purchased by the Company in accordance with the provisions of this Agreement shall be paid in cash, a note or a combination of both, as determined by the Company in its sole discretion. To the extent that the Company elects to issue a note to purchase all or a portion of the Dissociated Member's Units, the Company shall deliver to the Dissociated Member a promissory note in an amount equal to the unpaid balance of the purchase price payable to the order of the Dissociated Member. Said promissory note shall provide for the payment of the balance of the purchase price in no more than four (4) consecutive, equal, annual payments of principal and interest commencing one year from the date of the purchase of the Dissociated Member's Units, with interest to accrue thereon from the date of said promissory note until maturity at the applicable federal rate as defined in Section 1274(d) of the Code in effect on the date of such purchase (or such other rate established under the Code as necessary to satisfy the imputed interest requirements of the Code relating to the purchase and sale of property). Such promissory note shall provide the maker thereof with the option of prepayment in whole or in part at any time and from time to time without penalty or premium.

(d) Insurance Policies. The Company may at its sole option, purchase, pay for, and maintain life insurance or long term disability buyout insurance on one or more of the Members that are individuals (if any), naming the Company as beneficiary, in such an amount or amounts that the Company is able under the terms of this Agreement to purchase the Units held by a Dissociated Member, as applicable.

ARTICLE 8

INDEMNIFICATION OF MEMBERS, OFFICERS AND OTHERS

Section 8.1 Indemnification

The Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Person is or was a Manager, or officer or counsel of the Company,

or is or was serving at the request of the Company or the Managers as a partner, director, officer, principal, counsel or trustee of another corporation or business entity, or benefit plan or trust, against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, unless the Person seeking indemnification is determined to have been guilty of some gross negligence, fraud or willful misconduct, or otherwise not to have acted in good faith in the reasonable belief that his or her actions or omissions were in the best interests of the Company; provided, however, that the standard of conduct set forth in this sentence shall apply to a Manager who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer. For the avoidance of doubt, a Manager's conduct shall not be deemed to be willful misconduct for engaging in activity related to cannabis or the cannabis industry that may be a violation of federal law, so long as the Manager's conduct or activity is reasonably believed to be in compliance with applicable state laws. The Company may, but shall not be required to, indemnify any employee, independent contractor or agent of the Company on the same terms, or on such other terms as the Managers deem appropriate. Notwithstanding the foregoing, a Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws to the maximum extent permitted by such laws.

Section 8.2 Advance Payment

The right to indemnification provided for in this Article 8 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 8.1, in advance of the final disposition of any such actions, suit or proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided that the payment of such expenses incurred by any such Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of such Person of his or her good faith belief that such Person has met the standard of conduct necessary to be indemnified under this Article 8 and a written undertaking in form and substance acceptable to the Managers by or on behalf of such Person to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 8 or otherwise.

Section 8.3 Non-Exclusivity of Article 8

The indemnification provided by this Article and/or the Certificate of the Company shall not be deemed exclusive of nor deemed to exclude any other rights (whether arising under any indemnification agreement, under applicable law, or otherwise) to which those seeking indemnification may be entitled, and shall continue as to a Person who has ceased to be a Manager, employee, counsel or agent

of the Company and shall inure to the benefit of the heirs, executors and administrators of such Person.

Section 8.4 Insurance

The Company may, but is not obligated to, purchase and maintain insurance, at its expense, to protect itself, any Person entitled to indemnification hereunder and any other employee or agent of the Company or any Affiliate, whether or not the Company would have the power to indemnify such Person against such expense liability or loss under this Article 8.

Section 8.5 Exculpation

Notwithstanding any other provision of this Agreement, no officer, counsel or Manager of the Company shall be liable to the Company or to any Member or third-party for any act or failure to act undertaken in good faith with the reasonable belief that such act or failure to act was in the best interest of the Company and its Members. It is the intent of the parties that the provisions of this Section 8.5 shall be enforceable to the maximum extent permitted by law.

Section 8.6 Savings Clause

If this Article 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless such person indemnified pursuant to this Article 8 as to cost, charges and expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement with respect to any suit, action or proceeding including any appeal thereof to the full extent permitted by any applicable portion of this Article 8 that shall not have been so invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9 CAPITAL

Section 9.1 Authorized Capital and Units

(a) Authorized Capital. The Company shall initially have two (2) classes of Units, Class A Units (the “**Class A Units**”, the holders of such Units a “**Class A Member**”) and Class B Units (the “**Class B Units**”, the holders of such Units a “**Class B Member**”), each a “**Unit**” and, collectively, the “**Units**”. The number of authorized Units is One Hundred Thousand (100,000) and reserved for issuance to the Members as of the date hereof, the number of issued and outstanding Units of Authorized Capital are as set forth on Exhibit A to this Agreement. Each Class A Unit shall entitle the holder thereof to one vote equal to such holder’s Percentage Ownership (as set forth in Exhibit A to this Agreement, as may be amended from

time to time) in all matters submitted to the Members. The number of authorized Class A Units is Seventy Thousand (70,000) of which all Class A Units are issued and outstanding. The Class B Units are for investors and the holders of Class B Units are not entitled to vote. The number of authorized Class B Units is Thirty Thousand (30,000) of which all are issued and outstanding. The Managers may authorize the issuance of additional classes of Units, in which event Exhibit A shall be revised, in the manner set forth in this Agreement including but not limited to Section 9.6, to properly reflect the issuance of such additional classes of Units and each Member's revised ownership interest in the Company. Exhibit A shall be revised from time to time to properly reflect the admission of new Members and the transfer of Units, as the case may be.

(b) The Units. The holders of only the Class A Units shall have the right to vote, on the basis of one vote per Class A Unit, on all matters of the Company as provided for in this Agreement. The holders of Class A Units and Class B Units shall have the rights to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

Section 9.2 Capital Contributions

(a) Members. The Members have previously made contributions (capital and/or otherwise) as set forth on Exhibit A to the Company in connection with the issuance of their Units.

(b) Payment of Initial Capital Contributions. As a condition precedent to the issuance of Units, and a subscriber being admitted to the Company as a new Member, such subscriber shall first make a contribution to the capital of the Company in an amount equal to its Capital Contribution commitment. All Capital Contributions shall be made in cash, by certified check or by wire transfer of funds at the direction of the Managers, or in such other lawful form as the Managers may permit. No Member shall be obligated, or have the right, to make capital contributions to the Company in excess of its Capital Contribution commitment.

Section 9.3 Capital Accounts

A Capital Account shall be maintained for each Member in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof, with the Member's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Members. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code.

Section 9.4 Withdrawals from Capital Accounts

No Member shall be entitled to receive interest on or to withdraw any amount from such Member Capital Account, other than as expressly provided herein.

Section 9.5 Issuance of Units and Other Securities

The Managers are authorized, subject to the provisions of applicable law, the Company's Certificate and this Agreement, to issue from time to time any Authorized Capital of Units which is not then issued and outstanding. In addition to the foregoing, the Managers may from time to time issue equity and/or debt securities, options or warrants to acquire Units, and securities convertible into such Units, all on such terms and conditions as the Managers determine in their business judgment. In the absence of actual fraud, the judgment of the Managers as to the value of consideration shall be conclusive. Notwithstanding anything to the contrary contained herein, the actions and/or decisions of the Managers under this Section 9.5 shall be made in such manner and on such terms and conditions as the Managers determine to be reasonable, appropriate and in the best interests of the Company.

Section 9.6 Additional Capital from Existing Members; Admission of New Members; Dilution

(a) If the Managers determine in good faith that additional capital is required by the Company (a “**Capital Call**”), the Managers shall so notify Class B Members in writing, together with a statement of the amount of capital required and the reasons therefor. The Class B Members may, but shall not be required to, contribute all of the additional capital to the Company and maintain their aggregate 30% ownership in the Company. If Class B Members choose not to contribute additional capital or contribute less than 100% of the additional capital, then the Class A Members shall have the right to participate, on a *pro rata* basis, in any further offering of new and different Units, and Class A and Class B ownership interests shall be adjusted in accordance with 9.6(c) below. Capital contributions shall be due and payable within the period specified in the Managers’ written notice to the Members, or on such other terms as the Managers may reasonably determine to be necessary and appropriate.

(b) If all of the requisite additional capital is not committed to by all of the existing Class A Members and Class B Members, then new Units in the Company may be issued and Persons acquiring such Units may become new (as applicable) Members of the Company, as determined from time to time by the Managers, upon terms and conditions determined in the reasonable business judgment of the Managers to be commercially reasonable, provided that each such Member shall

execute a counterpart signature page and agree to be bound by the terms and conditions of this Agreement, as it may be amended, to reflect the terms and conditions of admission of such new (as applicable) Member and/or new class of Units.

(c) If fewer than all of the Members participate in a Capital Call, and if the requisite additional capital set forth in the Capital Call is not fully committed to pursuant to the provisions of Section 9.6(b), then all of the requisite additional capital shall then be raised in the manner as determined by the Managers upon terms and conditions determined in the business judgment of the Managers to be commercially reasonable. With respect to any such transaction that involves the issuance of additional Units of the Company, each Member shall have a right of first refusal to purchase its *pro rata* share of any such Units. For purposes hereof, “*pro rata*” means the number of units equal to the ratio of (i) the number of Units held by such Member immediately prior to the issuance of such Units to (ii) the total number of Units outstanding immediately prior to the issuance of such Units. If the Company proposes to issue any such additional Units, it shall give each Member written notice of such intention, describing such Units, the price and terms and conditions upon which the Company proposes to issue the same. Each Member shall have thirty (30) days from the receipt of such notice to agree to purchase its *pro rata* share of such Units for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the number of Units to be purchased. To the extent any Member specifies a number in excess of his or her *pro rata* share, he or she may purchase additional offered Units to the extent they are not purchased by other prospective purchasers.

ARTICLE 10

PROFITS, LOSSES, DISTRIBUTIONS AND FEES

Section 10.1 Available Cash Flow

For any particular period, the term “**Available Cash Flow**” as used in this Agreement shall mean the aggregate cash receipts collected by the Company (including, without limitation, sales in the ordinary course of business, interest income, proceeds from the sale of capital assets and the proceeds from any business interruption insurance, but excluding Capital Contributions from Members, proceeds of any debt financing and the proceeds of any casualty, life, or other insurance, unless otherwise determined by the Managers) less (i) the payment or accrual for payment of all current operating expenses; (ii) any debt service payments; and (iii) provisions for the reasonable capital requirements of the Company, including working capital, appropriate to enable the Company to carry out its purposes, but disregarding depreciation, amortization and other noncash items. The Managers’ determination of Available Cash Flow and its components, including, without limitation, the incurring of capital expenses and provisions for

reasonable capital requirements and appropriate investments and reinvestments of by or in Company, shall be conclusive, in the absence of bad faith.

Section 10.2 Distribution of Available Cash Flow

(a) Subject to the admission of additional Members and classes of Units, Available Cash Flow of the Company, if any, shall be distributed among the Members from time to time, but no less frequently than annually (except as provided in Section 10.2(a)(i)), as determined in good faith by the Managers and as follows:

(i) Tax Distributions. The Company, subject to having sufficient Available Cash Flow, may declare and pay quarterly Tax Distributions to each Member, *pro rata* in accordance with the number of Units held by each Member, in an amount that the Managers determine in good faith is sufficient to fund the Members' estimated taxes for the then-current tax year, as well as declare and pay Tax Distributions to the Members before April 1 of each year for any remaining tax payments due by the Members with respect to the immediately preceding tax year of the Company; or in the case of a Capital Transaction, within thirty days of receipt of such proceeds by the Company, provided that, other than in the case of a Capital Transaction, each such Tax Distribution shall be subject to the Managers determining in good faith that such Tax Distribution shall not materially impair the liquidity of the Company. Notwithstanding anything to the contrary in this Section 10.2(a)(i), (A) no distributions shall be made pursuant to this Section 10.2(a)(i) if distributions otherwise made to such Member under Section 10.2 are sufficient to discharge such Member's tax liability; (B) in making any determination of a Member's taxes, the Managers shall base their determination of the amount to be distributed under this Section 10.2(a)(i) on the cumulative distributive share of items of income, deduction, gain, loss, and credit allocable (or that would be allocable) to such Member's Units from the date of formation of the Company to the date on which such determination is made (or the end of the year for which the distribution is made, if earlier), in excess of the distributive share of such items from the formation of the Company to the beginning of the year for which such distribution is made; and (C) in making any determination of the amount of a Tax Distribution to a Member pursuant to this Section 10.2(a)(i), the Managers shall make a good faith effort to distribute not less than thirty-five percent (35%) of the profits of the Company.

(ii) Operations. Available Cash Flow, if any, shall be distributed: to all Members *pro rata* in accordance with the percentage interests of each Member, as set forth on Exhibit A attached hereto, as may be amended from time to time to reflect additional investments and/or the admittance of additional Members. Notwithstanding the foregoing or anything to the contrary herein contained, Available Cash Flow shall be distributed annually to each Member in an amount equal to the greater of: a) six percent (6%) of the equity invested in the Company by

such Member; or b) thirty percent (30%) of all funds available for distribution in a given year.

(iii) Capital Transactions. Available Cash Flow arising from a Capital Transaction shall be distributed (A) *first*, 100% to the Members *pro rata* in accordance with the *pro rata* Capital Contributions of each Member, until such time as the Members have received Distributions under this Section 10.2(a)(iii) equal to 100% of their total Capital Contributions; (B) thereafter to all Members *pro rata* in accordance with the percentage interests of each Member, as set forth on Exhibit A attached hereto, as may be amended from time to time to reflect additional investments and/or the admittance of additional Members. The foregoing provisions of Section 10.2 to the contrary notwithstanding, the Managers shall have the right to apply any Available Cash Flow to be distributed to a Member against any amounts due from, or required to be contributed by, such Member to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Member. If such Available Cash Flow is applied against any amount required to be contributed by any Member to the capital of the Company, such application shall also be deemed to be a Capital Contribution to the Company. In the event the Capital Transaction is a Qualified IPO, each Member's Units will be automatically converted into common units of the Company at the then applicable conversion price. Such units may or may not be registered as part of a Qualified IPO.

(b) Distributions of Available Cash Flow made only to a specific class of Members shall be made to the Members in such class in a *pro rata* manner in accordance with the number of Units held by all such Members in such class.

(c) Distributions of Available Cash Flow shall be made to Members of record as of the record date established by the Managers, provided that tax distributions governed by the provisions of Section 10.2(a)(i) shall be made to each Person who has been allocated Net Profits with respect to which the tax distribution relates, irrespective of whether such person is still a Member on the record date or the actual date of the tax distribution.

(d) Notwithstanding anything to the contrary set forth in paragraph (a) of this Section 10.2, any Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 13.4 below.

(e) The Company is prohibited from making Distributions in kind.

(f) Tax Distributions made pursuant to Section 10.2(a)(i) shall not be treated as an advance against and shall not reduce future distributions payable to any Member pursuant to Section 10.2(a)(ii)(A).

Section 10.3 Allocation of Profits and Losses

(a) For purposes of this Section 10.3, after giving effect to the mandatory allocations set forth in Section 10.4, Profits or Losses for such fiscal year or other applicable period shall be allocated to the Members as follows:

(i) Losses shall be allocated to Members *first* to offset Profits previously allocated to Members in accordance with Section 10.3(a)(ii) and *next* in proportion to each Member's aggregate Capital Contributions that have not been previously distributed pursuant to Sections 10.2 or 13.4, and

(ii) Profits shall be allocated as specified above in Section 10.2(a)(ii) (substituting the term "Profits" for "Available Cash Flow"), with due regard for distributions made pursuant to Sections 10.2(a)(i) and 13.4, and for differences between Available Cash Flow and the time at which Profits are recognized, the intent being at all times to substantially reflect the economic effect of distributions on a cumulative basis since the formation of the Company.

(b) Each item of income, gain, loss or expense giving rise to Profits or Losses of the Company for any period shall be allocated among the Members in the same proportion as the Profits or Losses of the Company for such period are allocated among the Members.

(c) Allocations pursuant to this Section 10.3 determined or approved in good faith by the Managers or their delegate shall be binding upon the Members.

(d) The manner in which Capital Accounts are to be maintained and allocations are to be made pursuant to this Agreement is intended to comply with the requirements of Code Section 704(b) and the Regulations promulgated thereunder, and this Agreement shall be interpreted and administered in a manner consistent therewith.

Section 10.4 Allocations to Comply with Regulations

In order to comply with the provisions of applicable Treasury Regulation, the following special allocations of income, gain, loss and expense shall be made notwithstanding the provisions of Section 10.3 hereof.

(a) Deficit Capital Account Allocations. Subject to the remaining provisions of this Section 10.4, in accordance with Treasury Regulation Section 1.704-1(b)(2), no allocation of expenses or losses shall be made pursuant to Section 10.3 hereof to the extent such allocation would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates. Such expenses and losses shall instead be allocated among the other Members not subject to this limitation in accordance with the number of Units held by each. For purposes of this paragraph (a), the following rules shall apply:

(i) each Member's net deficit balance in his or her respective Capital Account shall be determined by adding to such Capital Account balance the amount of such Member's share (as determined pursuant to Treasury Regulation Section 1.704-2) of the total minimum gain of the Company as of the end of the period with respect to which such determination is being made; and

(ii) in determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Member's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Member's Capital Account shall be treated as if it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Member in any future period over the net book profits reasonably expected to be allocated to such Member during (or prior to) the period in which such distributions are expected to be made.

(b) Qualified Income Offset Provision. If a Member unexpectedly receives an adjustment, allocation or distribution under this Agreement which causes or increases a net deficit balance in such Member's Capital Account as of the end of the period to which such adjustment, allocation or distribution relates, such Member will be allocated items of income and gain in an amount and manner sufficient to eliminate such net deficit balance as quickly as possible. The rules set forth in subparagraph (a)(i) and (a)(ii) of this Section 10.4 shall apply for purposes of determining whether any adjustment, allocation or distribution would cause or increase a net deficit balance in any Member's Capital Account.

(c) Minimum Gain Chargeback Provision. If there is a net decrease in the Minimum Gain of the Company (as determined pursuant to Treasury Regulation Section 1.704-2) during any period, then each Member shall be allocated items of income and gain in accordance with the provisions of Treasury Regulation Section 1.704-2.

(d) Subsequent Allocations. Any special allocations of items of income, gain, loss or expense made pursuant to this Section 10.4 shall be taken into account in computing subsequent allocations of income, gain, loss and expense pursuant to Section 10.3 hereof, so that the net amount of any item of income, gain, loss and expense allocated to each Member pursuant to Section 10.3 hereof and this Section 10.4 shall, to the extent possible, be equal to the amount of such items of income, gain, loss and expense that would have been allocated to such Member pursuant to such sections if the special allocations of income, gain, loss or expense required by this Section 10.4 had not been made.

(e) Interpretation of these Provisions. The provisions of subsections (a) through (d) (collectively, the “**Regulatory Allocations**”) of this Section 10.4 are intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2) and 1.704-2 and shall be interpreted consistently therewith. It is the intent

of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, Profits, Loss, or deduction pursuant to this Section 10.4(e). Therefore, notwithstanding any other provision of this Agreement (other than the Regulatory Allocations), the Managers shall make offsetting special allocations of Company income, Profits, Losses or deductions in whatever manner it deems appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 10.3.

ARTICLE 11

BOOKS OF ACCOUNT AND RECORDS

Section 11.1 Books and Records

The Company, acting through the officers and Managers, shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Managers may determine, and otherwise in accordance with Generally Accepted Accounting Principles, consistently applied. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and, upon written request of a Member specifying the reason for such request (which reason shall be directly related to the interest of such Person as a Member), copying by the Members or their duly authorized representatives at such Member's expense. The Company may require, as a condition precedent to permitting inspection and copy of such records, that the requesting Member agree in writing that such Member will not provide the information to third parties other than legal counsel, accounting or other professional advisors, or make any other use of such information not directly related to such Person's interest as a Member. The Company will provide to all Members on an annual basis its reviewed (or audited) financial statements prepared by an independent CPA firm.

Section 11.2 Tax Information

As soon as available after the end of each fiscal year of the Company, the Managers shall send or cause to be sent to each Member the tax information necessary for the preparation by such Member of his or her federal and other income tax returns.

Section 11.3 Inspection of Property

The Company shall permit any Member, upon written demand under oath

stating a purpose therefore reasonably related to its interest as a Member, during normal business hours and at such other times as the Member may reasonably request, to (i) examine the Company's financial records and make copies thereof or extracts therefrom at the Member's sole expense and (ii) discuss the affairs, finances and accounts of the Company with the Managers and officers of the Company, provided that Company shall not be obligated to provide any information or access to a Member if or to the extent the Company is advised by its legal counsel that such action would result in a waiver of attorney/client privilege as between the Company and its legal counsel.

ARTICLE 12

DISSOLUTION OF THE COMPANY

Section 12.1 Events of Dissolution

The happening of any of the following events (each, a “**Dissolution Event**”) shall result in the immediate dissolution of the Company:

- (a) The written resolution of the Managers to dissolve the Company;
- (b) the written agreement of Members holding at least two thirds of the issued and outstanding Units of the Company; or
- (c) the sale or exchange of all or substantially all of the assets of the Company or the Units.

ARTICLE 13

ADDITIONAL PROVISIONS CONCERNING DISSOLUTION OF THE COMPANY

Section 13.1 Winding Up Affairs; Liquidation

In the event of the dissolution of the Company for any reason, the Managers, or if the Managers are unable to do so, a liquidating agent or committee selected by the Managers, shall commence to wind up the affairs of the Company and to liquidate its assets in accordance with the Act and the terms of this Agreement, and shall cause the Certificate to be cancelled in accordance with the provisions of the Act. Allocations of income, gain, loss, expense, deductions, tax preference items and tax credits shall continue to be made among the Members during the period of liquidation in accordance with the provisions of this Agreement. The Managers or any such liquidating agent or committee, as the case may be, shall have the full right and unlimited discretion to determine the time, manner and terms of (i) any sale or sales of Company assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and

economic conditions, and (ii) any in-kind liquidating distributions to Members, so long as any nonratable distributions of property interests result in the distributees receiving value in accordance with the provisions of this Agreement.

Section 13.2 Time for Liquidation

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities so as to enable the Managers or liquidating agent or committee, as the case may be, to minimize the normal losses attendant to any such liquidation.

Section 13.3 Required Reports

If requested by the Managers, the liquidating agent or committee, as the case may be, shall furnish each Member with a statement audited and certified by an independent firm of certified public accountants showing: (i) the net profit or net loss of the Company from the date of the last annual statement prepared hereunder, to the date of the final distribution of the proceeds of the liquidation to the Members and (ii) the manner in which the proceeds of liquidation were distributed.

Section 13.4 Distribution of Proceeds from Sale and Liquidation of Company Property

Upon the liquidation of the Company or the sale of all or substantially all of its assets or similar change of control transaction (including by merger or otherwise) (a “**Liquidation Event**”), the net proceeds of such Liquidation Event and any other funds or property of the Company shall be distributed and applied to the extent available in the following order of priority:

- (a) to the payment of debts and liabilities of the Company including any debts and liabilities to a Member, including, but not limited to, any unpaid Tax Distributions pursuant to Section 10.2(a)(i);
- (b) to the setting up of any reserves which the Managers or the liquidating agent or committee, as the case may be, deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Company; and
- (c) after taking into account any and all prior allocations and distributions by the Company for the current fiscal year, in the same manner set forth above in Section 10.2(a)(iii).

Section 13.5 Capital Account Adjustments

For purposes of Section 13.4 hereof, the respective balance in the Capital

Account of each Member shall be determined (i) after allocating all income, gain, loss and expense of the Company pursuant to Article 10 above and (ii) after taking into account all prior distributions to the Members.

Section 13.6 Compliance with Treasury Regulations.

In the event the Company is liquidated within the meaning of Treasury Regulation Section 1.704-1(b)(2), the following action shall be taken by the later to occur of (i) the last day of the Company's taxable year in which such liquidation occurred or (ii) the ninetieth (90th) day following the date of such liquidation:

(a) Distributions shall be made to the Members in accordance with Section 13.4 including, without limitation, distribution to Members who have positive Capital Account balances in compliance with Treasury Regulation Section 1.704-1(b).

(b) In the discretion of the Managers or the liquidating agent or committee, as the case may be, distributions pursuant to this Section 13.6 may be distributed to a trust of which the Managers or the liquidating agent or committee is (are) the trustee(s) (hereinafter the “**Trustee**”) established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company so long as an opinion of counsel is obtained to the effect that such trust will not be taxed as an association taxable as a corporation. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Trustee, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; and a portion or all of such assets may be withheld by the Trustee to provide a reasonable reserve for liabilities.

Section 13.7 Limitation Obligation to Restore Deficit Capital Accounts

Absent the express unqualified requirements of applicable law, no Member having a deficit Capital Account balance upon the liquidation of the Company, or such Member's interest in the Company, as determined after taking into account all Capital Account adjustments for the fiscal year of the Company in which such event occurs, shall be required to restore such deficit. Such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

ARTICLE 14

AMENDMENTS

Except to the extent specifically set forth herein, this Agreement may be altered or amended only by the vote of not less than two-thirds (2/3) of the Class A

Members. Any amendment to this Agreement approved in accordance with the terms of this Article 14 shall be binding upon all Members (including the Class A Members and the Class B Members), whether or not they consented to or joined in such amendment or were entitled to vote on such amendment, and the Managers shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Member pursuant to the power of attorney set forth in Section 16.6 of this Agreement. Any amendment so approved shall for all purposes, including, without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Members. **Notwithstanding the foregoing or anything contained in this Agreement to the contrary, except as may be prohibited by applicable law, any amendment to this Agreement that materially affects the rights of the Members shall also require the vote of at least a majority of the then issued and outstanding Units.**

ARTICLE 15

REPRESENTATIONS AND WARRANTIES

Section 15.1 Representations and Warranties

(a) Each of the undersigned Members of the Company hereby represents and warrants to the other Members and to the Company as follows:

(i) The undersigned is acquiring the Units of the Company solely for his or her own account, as a principal, for investment purposes only, and with no present intention agreement or arrangement to resell, transfer or assign any of such Units.

(ii) The undersigned acknowledges that: (i) the Units have not been registered under the Securities Act, or under the securities laws of any state, and therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of one or more states, or an exemption from registration is available; (ii) the Company is under no obligation to register the Units and the Company has no intention of making publicly available the information necessary for the Member to use the exemption from registration provided in Rule 144 promulgated under the Securities Act; (iii) there is no established or anticipated public market for the Units; (iv) the offering price of the Units has been arbitrarily determined; (v) the value of the Units is speculative; and (vi) transfer of the Units is restricted under the terms of this Agreement and by applicable law.

(iii) The undersigned has the legal right, power and authority to enter into this Agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Member's obligations hereunder do not conflict with any agreement, instrument, court or administrative

order to which such Member is a party or by which such Member is bound.

(iv) Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1 Tax Controversies

(a) Such Person as is appointed by the Managers shall be designated the Tax Matters Representative for the purposes of Code Section 6231(a)(7) for so long as such Person is a Member and willing to serve in that capacity. Should there be any questions or controversy with the Internal Revenue Service or other taxing authority involving the Company, such person shall act as the agent of the Company to resolve such question or controversy and may, on behalf of the Company, incur any expenses he or she deems necessary or advisable in the interest of the Members in connection with any such question or controversy, including professional fees and the cost of any protest, litigation and/or appeals. The initial Tax Matters Representative shall be Michael Staiti.

(b) The initial Tax Matters Representative shall be designated by the Managers, and shall have sole authority to act on behalf of the Company for purposes of subchapter C of Chapter 63 of the Code and any comparable provisions of state or local income tax laws. For purposes of this Section 16.1, unless otherwise specified, all references to provisions of the Code shall be to such provisions as enacted by the Bipartisan Budget Act of 2015 as such provisions may subsequently be modified.

(c) If the Company qualifies to elect pursuant to Code Section 6221(b) (or successor provision) to have federal income tax audits and other proceedings undertaken by each Member rather than by the Company, then the Tax Matters Representative may cause the Company to make such election.

(d) Notwithstanding other provisions of this Agreement to the contrary, if any “partnership adjustments” (as defined in Code Section 6241(2)) is determined with respect to the Company, the Tax Matters Representative, in his or her discretion, may cause the Company to elect pursuant to Code Section 6226 to have such adjustment passed through to the Member for the year to which the adjustment relates (i.e., the “reviewed year” within the meaning of Code Section 6225(d)(1)). In the event that the Tax Matters Representative has not caused the Company to so elect pursuant to Code Section 6226, then any “imputed underpayment” (as determined in accordance with Code Section 6225) or “partnership adjustment” that does not give rise to an “imputed underpayment”

shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Tax Matters Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year.

(e) The Tax Matters Representative is authorized to (A) extend the statute of limitations for assessment and (B) enter into a settlement agreement with the Internal Revenue Service on behalf of the Company.

Section 16.2 Tax Elections

In the event of the transfer of any interest in the Company or the distribution of property to any Member, the Company may, at the determination of the Managers, file an election under Code Section 754 to cause the basis of the Company's assets to be adjusted for federal income tax purposes as provided by Code Sections 734 and 743.

Section 16.3 Applicable Law Forum

This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts. AS A MATERIAL INDUCEMENT FOR EACH MEMBER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER MEMBER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 17, AND EACH MEMBER HEREBY WAIVES ANY AND ALL RIGHTS SUCH MEMBER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS. EACH MEMBER FURTHER CONSENTS TO SERVICE OF PROCESS UPON SUCH MEMBER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID AT THE ADDRESS OF SUCH MEMBER MOST RECENTLY REFLECTED ON THE BOOKS OF THE COMPANY.

Section 16.4 Counterparts

This Agreement may be executed in multiple counterparts and by way of facsimile or scanned email transfer, each of which shall constitute an original, and all of which together shall constitute one and the same agreement. Each party may rely upon machine copies of the signed Agreement to the same extent as a manually

signed original copy hereof.

Section 16.5 Severability of Provisions

Each provision of this Agreement shall be considered separately and if, for any reason, any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation or affect any other provision of this Agreement which is valid, nor shall it affect the subject provision, except to the extent necessary to conform to then prevailing law.

Section 16.6 Power of Attorney

Each Member hereby constitutes and appoints the Managers of the Company, and each of them from time to time in office, such Member's true and lawful attorney in fact for such Member and in such Member's name, place and stead to (a) secure the obligations of each Member who now or hereafter holds any voting securities to vote such Member's Units in accordance with the provisions of Section 4.1; (b) make, execute, sign, acknowledge, file for recording, and publish, such documents and instruments as may be necessary from time to time to carry out the provisions of this Agreement; (c) effect the transfer of Units in the Company; (d) appoint a successor Tax Representative as provided hereunder; (e) effectuate the issuance of Units in the Company and the admission of new Members, all in accordance with the terms of this Agreement; and (f) execute and deliver any certificate or instrument required to amend this Agreement pursuant to its terms, or otherwise to conform the terms of this Agreement to the provisions of the Act, the Code, and any Treasury Regulations promulgated thereunder, as these may change from time to time. The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest, and shall survive the bankruptcy, death or incapacity or termination of legal existence of a Member, and the assignment by any Member of his or her interest in the Company; provided, that in the event of such an assignment, the foregoing power of attorney of the assignor Member shall survive such assignment only until such time as the assignee is admitted as a Member of the Company, and all required documents and instruments have been duly executed, filed and recorded to effect such substitution. No Member shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with, conflicts with, or violates any provision of this Agreement.

Section 16.7 Entire Agreement

This Agreement, together with the Exhibits hereto, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto, and there are no

promises, agreements or understandings, oral or written, expressed or implied, among the Members or any of them relating to the subject matter of this Agreement except as set forth herein.

Section 16.8 Separate Counsel

Each Member represents that such Person has had the opportunity to consult with separate legal counsel as to the terms and provisions of this Agreement, the terms and provisions of all documents and agreements referenced herein, the nature of the business of the Company, the application of all laws, regulations and rules relating thereto, at the expense of the undersigned Person, prior to signing and delivering this Agreement, and has signed and delivered this Agreement to the Company with the intent to be legally bound hereby.

Section 16.9 Waiver of Jury Trial

Each Member hereby waives any right to a trial by jury with respect to any litigation which arises out of or which is related to the respective rights and obligations of any party to this Agreement or any transactions contemplated hereby.

Section 16.10 Confidentiality

Unless otherwise required by law, each Member shall, and shall cause each of his or her Affiliates to, maintain, at all times from and after the date of such Member's execution of this Agreement (including after any time such Person ceases to be a Member), the confidentiality of all information furnished to him or it pertaining to the Company, other than information that such Member can demonstrate (a) is generally known to the public (other than as a result of dissemination by such Member or his or her Affiliates), (b) was obtained by such Member from a third party who is not prohibited from transmitting the information to such Member by a contractual, legal or fiduciary obligation to the Company, or (c) that the Managers have consented to in writing; provided that the prohibitions set forth in this Section 16.10 shall not apply to any information that a Member is required by law to disclose, so long as such Member provides the Company with as much prior notice as is practicable to the extent such notice is legally permissible.

ARTICLE 17 ARBITRATION

The parties hereby agree that unless otherwise specifically required by law, any and all disputes, and legal and equitable claims arising between or among the Members, the Managers, the officers, the Company, or any of them or any combination of them, which relate to the rights and obligations of such Persons under the terms of this Agreement, any agreement contemplated hereby, or any

future agreement, understanding or instrument to which two or more such Persons may be parties, shall be submitted to binding arbitration in the Commonwealth of Massachusetts, JAMS, Inc. before a single arbitrator. Arbitration shall take place in Boston, Massachusetts, or any other location mutually agreeable to the parties. Reasonable notice of a time and place of arbitration shall be given to all persons as shall be required by law, in which case such persons or their authorized representatives shall have the right to attend and/or participate in all the arbitration hearings in such matter as the law shall require. Any Person who commences any litigation in violation of the terms hereof, and fails to prevail, shall be liable for all reasonable costs and expenses of the arbitration or litigation, including without limitation the fees of the arbitrator(s) and legal counsel to all parties, and witness fees of all parties to the proceeding.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Limited Liability Company Agreement under seal as of the date set forth above.

COMPANY:

Caregiver-Patient Connection, LLC

By:_____

Name: Dean Iandoli

Title: Manager

Caregiver-Patient Connection, LLC

By:_____

Name: Richard Olstein

Title: Manager

Caregiver-Patient Connection, LLC

By:_____

Name: Michael Staiti

Title: Manager

Caregiver-Patient Connection, LLC

By:_____

Name: Catherine Trifilo

Title: Manager

[SIGNATURE PAGES OF MEMBERS TO FOLLOW]

Exhibit A

Names, Addresses and Percentage Ownership with respect to Members

<i>Names and Address of Members</i>	<i>Number of Units Owned</i>	<i>Class of Units</i>	<i>Percentage Ownership</i>
Anthony Brach 12 Stratford Village Drive Millbury, MA	5,000	Class A	5%
Dean Iandoli 287 Chapman Road Barre, MA 01005	16,250	Class A	16.25%
Richard Olstein 33 Edgewood Road Wayland, MA 01778	16,250	Class A	16.25%
Michael Staiti 106 Plain Road Wayland, MA 01778	16,250	Class A	16.25%
Catherine Trifilo 287 Chapman Road Barre, MA 01005	16,250	Class A	16.25%
CPC Equity, LLC 910 Boston Post Road, Suite 310 Marlboro, MA 01752	30,000	Class B	30%
Total	100,000		100.0%



William Francis Galvin
Secretary of the
Commonwealth

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

July 5, 2019

TO WHOM IT MAY CONCERN:

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

CAREGIVER-PATIENT CONNECTION, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 21, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **DEAN IANDOLI, CATHERINE TRIFILO, RICHARD OLSTEIN, MICHAEL J. STAITI**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DEAN IANDOLI, CATHERINE TRIFILO, RICHARD OLSTEIN, MICHAEL J. STAITI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DEAN IANDOLI, CATHERINE TRIFILO, RICHARD OLSTEIN, MICHAEL J. STAITI**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



Processed By: TAA



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE CAREGIVER-PATIENT CONNECTION,
287 CHAPMAN RD
BARRE MA 01005-9604

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, THE CAREGIVER-PATIENT CONNECTION, 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 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



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001384921

[Request certificate](#)

[New search](#)

Summary for: CAREGIVER-PATIENT CONNECTION, LLC

The exact name of the Domestic Limited Liability Company (LLC): CAREGIVER-PATIENT CONNECTION, LLC		
Converted from CAREGIVER-PATIENT CONNECTION, INC. on 05-21-2019		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001384921		
Date of Organization in Massachusetts: 05-21-2019		
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address): Address: City or town, State, Zip code, Country:		
The name and address of the Resident Agent: Name: MICHAEL J. STAITI Address: 910 BOSTON POST ROAD E., SUITE 310 City or town, State, Zip code, MARLBOROUGH, MA 01752 USA Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	DEAN IANDOLI	910 BOSTON POST ROAD E., SUITE 210 MARLBOROUGH, MA 01752 USA
MANAGER	CATHERINE TRIFILO	910 BOSTON POST ROAD E., SUITE 210 MARLBOROUGH, MA 01752 USA
MANAGER	RICHARD OLSTEIN	910 BOSTON POST ROAD E., SUITE 210 MARLBOROUGH, MA 01752 USA
MANAGER	MICHAEL J. STAITI	910 BOSTON POST ROAD E., SUITE 210 MARLBOROUGH, MA 01752 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address

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

Title	Individual name	Address
REAL PROPERTY	RICHARD OLSTEIN	910 BOSTON POST ROAD E., SUITE 210 MARLBOROUGH, MA 01752 USA
REAL PROPERTY	MICHAEL J. STAITI	910 BOSTON POST ROAD E., SUITE 210 MARLBOROUGH, MA 01752 USA
REAL PROPERTY	DEAN IANDOLI	910 BOSTON POST ROAD E., SUITE 210 MARLBOROUGH, MA 01752 USA
REAL PROPERTY	CATHERINE TRIFILO	910 BOSTON POST ROAD E., SUITE 210 MARLBOROUGH, MA 01752 USA

☐ Consent ☐ Confidential Data ☐ Merger Allowed ☐ Manufacturing

View filings for this business entity:

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment

View filings

Comments or notes associated with this business entity:

New search



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CPC Plan to obtain liability insurance

CPC shall obtain and maintain general liability insurance for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually, and product liability insurance for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually with a deductible no higher than \$5,000 per occurrence. Reports documenting compliance with 935 CMR 500.105(10) will be made in a matter and form determined by the Commission pursuant to 935 CMR 500.000

CPC has successfully obtained the above insurance at its' Barre cultivation facility and will obtain liability insurance per the above for its' Tier III cultivation facility at 61 Tripp St., building#18 in Framingham.



THE CAREGIVER • PATIENT CONNECTION

Cannabis Control Commission
Cannabis Licensing

Additional Information Required-Response
MCN282237

Hello:

Section #4 of your RFI asked for documentation verifying the initial investment raise into CPC Equity LLC. correlates with the disclosed funds amount submitted as part of application MCN282237:

4. Capital Resources-Entities.

5. Note: The total amount of funds available for capital resources as disclosed for CPC Equity LLC is \$3,155,000.00, however, the statement provided does not equate to this amount.

Please find the following bank statement from Gardner Federal Credit Union. The sum amount of deposits made into this account will verify the disclosed funds amount of the application.

We appreciate your time in this review.

Sincerely,

Dean Iandoli

Founder/Manager Caregiver-Patient Connection


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Account Activity



Don't let overdrafts
catch you off guard.
Get Overdraft Privilege
to avoid pesky fees.

Account Details

Account Nickname: CPC Equity, LLC - Investment
Change

Account Name: Business Checking

Account Number: x6496

Date Opened: 05/31/2019

Interest Rate: 0.000%

Pending Transactions

Dates: 04/28/2018 - 08/29/2019

Date	Type	Description	Amount	Balance
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No transactions to be displayed.

Account History

Dates: 04/28/2018 - 08/29/2019

[Export all history](#)

Date	Type	Description	Card #	Withdrawals	Deposits	Balance	
08/12/2019	Descriptive Withdrawal	EMAIL XFER MAUREEN HAYES / MIKE STAITI 8/8/19		\$725,000.00		\$26,820.00	?
07/30/2019	Descriptive Withdrawal	Service Fee		\$75.00		\$751,820.00	?
07/30/2019	Descriptive Withdrawal	Service Fee		\$425.00		\$751,895.00	?
07/30/2019	Descriptive Withdrawal	Service Fee		\$250.00		\$752,320.00	?
07/29/2019	Descriptive Deposit	TRFITZ, LLC			\$250,000.00	\$752,570.00	?
07/29/2019	Descriptive Deposit	Richard Olstein			\$425,000.00	\$502,570.00	?
07/25/2019	Descriptive Deposit	Anthony + Denise Brookhouse			\$75,000.00	\$77,570.00	?
07/25/2019	Descriptive Withdrawal	transfer to 6529		\$730,000.00		\$2,570.00	?
07/24/2019	Descriptive Withdrawal	Service Fee		\$25.00		\$732,570.00	?
07/24/2019	Descriptive Deposit	Rawan			\$25,000.00	\$732,595.00	?
07/19/2019	Descriptive Withdrawal	Service Fee		\$600.00		\$707,595.00	?

07/19/2019	Descriptive Deposit	Pau + Mary Cranston check	\$75,000.00	\$708,195.00	?
07/19/2019	Descriptive Deposit	Michael Vanrooyen check	\$250,000.00	\$633,195.00	?
07/19/2019	Descriptive Deposit	Plainview, LLC check	\$250,000.00	\$383,195.00	?
07/19/2019	Descriptive Deposit	Maureen Hayes + Michael Hayes check	\$25,000.00	\$133,195.00	?
07/03/2019	Descriptive Withdrawal	Service Fee	\$100.00	\$108,195.00	?
07/03/2019	Descriptive Deposit	Nicholas Manoli check deposit	\$100,000.00	\$108,295.00	?
07/03/2019	Descriptive Withdrawal	email authorized transfer to 6529 per M Stalti	\$1,270,000.00	\$8,295.00	?
07/01/2019	Descriptive Withdrawal	Service Fee	\$1,130.00	\$1,278,295.00	?
07/01/2019	Descriptive Deposit	Jamaica Realty Plain LLC deposit	\$50,000.00	\$1,279,425.00	?
07/01/2019	Descriptive Deposit	John Strehle deposit	\$50,000.00	\$1,229,425.00	?
07/01/2019	Descriptive Deposit	Mary Seppala deposit	\$50,000.00	\$1,179,425.00	?
07/01/2019	Descriptive Deposit	Stephen Faberman deposit	\$50,000.00	\$1,129,425.00	?
07/01/2019	Descriptive Deposit	Nell Ross deposit	\$55,000.00	\$1,079,425.00	?
07/01/2019	Descriptive Deposit	Eric Knapp deposit	\$175,000.00	\$1,024,425.00	?
07/01/2019	Descriptive Deposit	Dirk Hiskes Koopman deposit	\$75,000.00	\$849,425.00	?
07/01/2019	Descriptive Deposit	Richard Hayes deposit	\$100,000.00	\$774,425.00	?
07/01/2019	Descriptive Deposit	Cary Feuerman deposit	\$50,000.00	\$674,425.00	?
07/01/2019	Descriptive Deposit	David Fish deposit	\$75,000.00	\$624,425.00	?
07/01/2019	Descriptive Deposit	Michael Olstein deposit	\$125,000.00	\$549,425.00	?
07/01/2019	Descriptive Deposit	David Bamel deposit	\$150,000.00	\$424,425.00	?
07/01/2019	Descriptive Deposit	Linda Olstein deposit	\$125,000.00	\$274,425.00	?
06/25/2019	Descriptive Withdrawal	email authorized	\$425,000.00	\$149,425.00	?

		transfer to 6529 per Mike Staiti			
06/25/2019	Descriptive Withdrawal	Service Fee	\$425.00	\$574,425.00	?
06/24/2019	Descriptive Withdrawal	Service Fee	\$150.00	\$574,850.00	?
06/21/2019	Descriptive Deposit	ch deposit Jonathan Bamel	\$150,000.00	\$575,000.00	?
06/21/2019	Descriptive Deposit	ch deposit M + S Staiti	\$425,000.00	\$425,000.00	?

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Business



Investments



Insurance



Federally Insured by NCUA

Caregiver Patient Connection

Executive Summary

The Caregiver-Patient Connection ('CPC') is a Massachusetts LLC with a current Provisional Certificate of Registration(PCR) as a Registered Marijuana Dispensary, a Tier II Adult Use-Cultivation PCR and an Adult Use-Retail (PCR) from the Cannabis Control Commission. CPC also qualifies for Priority Applicant Status with the Cannabis Control Commission and is now applying for licensing as a Tier III Marijuana Cultivator. Originally formed as a non-profit, CPC has converted to a for-profit Massachusetts LLC.

CPC is dedicated to the cultivation and production of the highest quality medical and adult use cannabis, and cannabis infused products in the state of Massachusetts. By leveraging a well thought out business plan executed by a skilled management team, CPC anticipates creating approximately 5 jobs in Barre, a rural community desperately in need of economic growth. In addition, we anticipate twenty jobs in Framingham to operate the planned cultivation and manufacturing operation at 61C Tripp Street and 12 jobs at its' Fitchburg dispensary. CPC anticipates creating overall revenues nearing \$15 million in its second year of operation.

Keys to Success

CPC has identified three keys that will be instrumental in its success:

- The implementation of strict financial and operational controls resulting in maximum production efficiency and product quality;
- The acquisition and cultivation of proprietary strains with targeted phenotypes designed to maximize product quality; and,
- The recognition and implementation of the philosophy that 100% customer satisfaction is required to ensure a profitable business.

Products

CPC's founding members own a six acre, industrially zoned site in Barre, MA and an industrial complex at 35-61 Tripp Street in Framingham and a retail location at 371 Lunenberg St., Fitchburg. CPC has partnered with a master grower with over 12 years' experience in the industry in California, Colorado and Vermont.

In addition to cultivating the highest quality flower, we intend to set up an extraction and manufacturing operation in Framingham that will wholesale to dispensaries across the state, both under our brand as well as offering white label branding. This site will have state of the art extraction operation and commercial kitchen to produce oils and tinctures as well as edibles such as cookies, chocolates, gummies, lozenges and other specialty products.

Market

CPC intends to operate as a fully integrated cannabis company with cultivation in Barre and Framingham, three dispensaries and extraction/manufacturing in Framingham.

- Cultivation will be used to supply our stores and to wholesale to select dispensaries that emphasize quality and are willing to pay a premium for that quality.
- CPC is currently working on permitting two dispensary sites in order to grow the brand name and capture retail revenue streams as well. CPC has a PCR for a dispensary at 371 Lunenburg Street, Fitchburg and site control for a potential dispensary at 910 Boston Post Road, Marlboro. In addition, CPC is actively seeking a third site as allowed under their current RMD license.
- CPC intends to use the Framingham location for additional cultivation, extraction and manufacturing of oils, tinctures and edibles. Product from this location will be marketed to dispensaries across the entire state.

Management Team

CPC was started by Dean Iandoli and Catherine Trifilo in 2016. Richard Olstein and Michael Staiti joined the company as owners in November, 2018. Iandoli brings a wealth of entrepreneurial and management skills to the company. After graduating from Boston College, Iandoli acquired, repositioned, developed and sold a 400 site campground in Barre, MA. He followed this success with developing three commercial scale solar farms in Barre along with Staiti which they currently own and manage. With this background, Iandoli will be responsible for the day to day operations of the company.

Catherine is a licensed Massachusetts attorney with extensive experience in real estate and contract law. She will oversee regulatory compliance, lease negotiation and wholesale contracts.

Staiti also brings an extensive business background to the team. Staiti has 25 years' experience in starting and operating businesses. He currently is manager/member in 21 operating companies/LLCs in real estate development, construction, commercial solar, property management and banking. Utilizing his CPA and MBA along with his construction background, Staiti will oversee development of the cultivation facility and dispensaries. Staiti will also serve as CFO of the company.

Richard Olstein has over twenty five years' experience in the construction and real estate development industry. He is also owner of the Tripp Street facility along with other family members and will assist with permitting and construction of the different facilities.

Anthony Brach the COO and Director of Cultivation for CPC.

Financial Plan

CPC has capital commitments for \$6.55 million. Our current budgets show capital needs of \$5.9 million for the licensing costs to date, site development, grow facility construction, buildout of two dispensaries and six months of operating costs. We anticipate the need for another \$550,000 for the buildout of a third retail spaces for a total capital requirement of \$6.55 million.

CPC anticipates to generate \$8 million in revenues in year one growing to \$15 million in years two and three. Framingham is expected to generate approximately \$9 million while Barre will generate \$3 million at the wholesale level.

Fitchburg Dispensary:

CPC owns a property at 371 Lunenburg St. which will allow for 30 parking spaces and a 1,700 SF dispensary at 371 Lunenburg Street. The property has been approved by the City of Fitchburg for a special Permit/AU retail. Lunenburg Street is a heavily travelled commuter road with over 15,000 cars per day at this location. The property is located on the Lunenburg/Fitchburg line with easy access to southern New Hampshire and nearby communities of Lunenburg, Townsend and parts of Leominster. While Fitchburg will eventually have several dispensaries, our site provides easy access, customer focused retail space and plenty of parking. CPC anticipates this location will generate approximately \$5 million in retail sales during its first year of operation. CPC anticipates opening the Fitchburg dispensary in fall, 2019.

Fitchburg Timeline:

Host Community Agreement	Issued November, 2018
Special Permit and Site Plan Approval	Granted, February 2019
Order of Conditions	Granted, February 2019
Closes on Properties	February, 2019
CCC PCR Approval	May, 2019
Construction	April-August, 2019
Dispensary Opening	September, 2019

Framingham Cultivation and Manufacturing:

CPC has two properties under control at 61C and 60 Tripp Street, Framingham. These buildings are 23,000 and 3,500 SF respectively and are part of a larger industrial complex owned by the principals of CPC. The property is located in the 'M' zoning district which allows for our intended use with a Minor Site Plan approval from the Planning Board. CPC met with the Framingham Marijuana Application Team and was approved for both cultivation and manufacturing HCA's with the city in March. Plans for the cultivation facility at 61C Tripp Street are in process and CPC has submitted them to the police

department for security plan approval as well as to the city. Once fully built out we anticipate employing 25-30 employees and generating \$10 million in revenues from the Framingham locations.

Framingham Timeline:

Host Community Agreement	July, 2019
Community Outreach Meeting	January, 2019
Minor Site Plan Approval	Granted February, 2019
CCC Approval-PCR	September, 2019
Construction	September 2019-February, 2019
Commence Operations	April, 2020



CPC-Policies Restricting Access to age 21 and older

The Caregiver-Patient Connection (CPC) will restrict access to its' facilities to persons of the age of 21 or older and in accordance with the following:

All Marijuana Establishment (ME) Agents will be 21 years of age and older and in compliance with all registration requirements of 935CMR500.030.

CPC marijuana establishment agents will complete all ME Agent training in accordance with 935CMR500.105(2) and 935CMR500.105(7)(d).

CPC will comply with all advertising, marketing and branding activities prohibited practices defined by 935CMR500.105(4)(b)(1-21).

CPC retail sales will comply with 935CMR500.140(1,2,3,5). Upon entry into the premises of a marijuana retailer by an individual, a ME agent shall immediately inspect the individual's proof of identification and determine the individual's age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification.

If the CPC RMD is co-located with the CPC marijuana retailer, individuals younger than 21 years of age, but 18 years or older, shall not be admitted unless they show an active medical registration card issued by the DPH. If the individual is younger than 18, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years and older and personal caregivers must also produce proof of identification.



CPC-Quality Control and Testing

The Caregiver-Patient Connection's (CPC) operating procedures for quality control, sampling and testing requirements will be in accordance with 935CMR500.160 as well as the Massachusetts Department of Public Health's Protocol for Sampling and Analysis of Environmental Media and the Department's Protocol for the Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended November 2016, and will include the following:

In compliance with 935CMR500.105(9):

- No marijuana product, including marijuana, will be sold, or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory (ITL), except as allowed under 935CMR500.000. CPC products will be deemed in compliance with 935CMR500.160.

Marijuana will be tested for cannabinoid profile which will include the percentage by dried weight of (THC), (CBD), (THCa) and (CBDa), as well as for contaminants including, but not limited to mold, mildew, heavy metals, plant growth regulators and the presence of pesticides not in compliance with 935CMR500.120(5) as well as any additional testing required by the Commission.

Testing of environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts RMD's. Test results will be maintained by CPC for one year. Clones are subject to testing provisions, but are exempt from the testing of metals.

CPC will have written policies and procedures for responding to laboratory results that indicate contaminant levels above the acceptable limit established in the DPH protocols identified in 935 CMR 500.160(1). CPC's policies will require that it notify the Commission within 72 hours of any lab result indicating that the contamination cannot be remedied and policies for disposing of the production batch. The notification will be from both the ITL and CPC, separately and directly. CPC will describe a proposed plan to the Commission for both the destruction of the contaminated product and assessment of the source of contamination.

CPC will maintain test results for no less than one year.

The sale of seeds is not subject to the testing procedures.

Transportation to and from Independent Testing Laboratories will be in compliance with 935CMR500.105(13).

Storage of marijuana at the laboratory will comply with 935CMR500.105(11).

Excess marijuana will be disposed in compliance with 935CMR500.105(12) either by the Testing Laboratory returning the excess marijuana to CPC for disposal, or by the Laboratory disposing of it directly.

Plans for quality control will including product testing for contaminants in compliance with 935CMR500.160. Testing will be performed by an independent testing laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana Infused Products, as amended November, 2016.

CPC will utilize cultivation and storage practices and procedures to limit contamination including mold, fungus, bacterial disease, rot, pests, and the use of pesticides not in compliance with 935CMR500.120(5).

CPC Agents will handle marijuana safely and in a sanitary way which will be in compliance with 935CMR500.105(3) and include the following:

- A CPC will process marijuana in a safe and sanitary manner.
- CPC will process the leaves and flowers of the marijuana plant only, which shall be: Well cured and generally free of seeds and stems; Free of dirt, sand, debris, and other foreign matter; Free of contamination by mold, rot, other fungus, and bacterial diseases; Prepared and handled on food-grade stainless steel tables; and Packaged in a secure area.
- Any CPC marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, will be subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;
- CPC establishment agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature
- Sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair
- There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned
- Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products
- CPC's water supply shall be sufficient for necessary operations
- Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the CPC Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable



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waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines

- CPC shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair
- Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).



CPC-Record Keeping Procedures

The Caregiver-Patient Connection (CPC) will maintain records in accordance with 935CMR500.105 and 935CMR500.105(8) and will include the following:

Written operating procedures as required by 935CMR500.105(1)

Inventory records as required by 935CMR500.105(8) which will include:

- Record of all inventories taken which will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures and titles of the individuals who conducted the inventory.

Seed to sale tracking records as required by 935CMR500.105(8)(e)

Personnel records as required by 935CMR500.105(9)(d) that will be maintained for at least 12 months, which will include:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
- Documentation of verification of references
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Responsible Vendor Training records in compliance with 935CMR500.105(2)(b)(5).

Business records in compliance with 935CMR500.105(9)(e) which will include:

- Assets and liabilities
- Monetary transactions
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- Sales records including the quantity, form, and cost of marijuana products
- 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 a Marijuana Establishment

Waste Disposal records as required by 935CMR500.105(12) which will include:

- A written or electronic record of the date, the type and quantity of marijuana disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two CPC Agents present during the disposal or other handling, with their signatures.
- CPC will keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Manifests for transportation in accordance with 935CMR500.105(13)(f) which will include manifests which will include:

- The originating Marijuana Establishment name, address, and registration number
- The names and registration numbers of the CPC agents who transported the marijuana products
- The name and registration number of the marijuana establishment agent who prepared the manifest
- The destination Marijuana Establishment name, address, and registration number
- A description of the marijuana products being transported, including the weight and form or type of product
- The mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to originating Marijuana Establishment;
- The date and time of departure from originating Marijuana Establishment and arrival at the destination Marijuana Establishment for each transportation
- A signature line for the marijuana establishment agent who receives the marijuana products
- The weight and inventory before departure and upon receipt
- The date and time that the transported products were re-weighed and re-inventoried
- The name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products
- The vehicle make, model, and license plate number.

- CPC will retain all transportation manifests for no less than one year and make them available to the Commission upon request.

Additionally, CPC shall comply with 935CMR500.140(6) and record all sales in compliance with the following

- CPC-Fitchburg will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, or a sales recording module approved by the DOR.
- CPC will not utilize software or other methods to manipulate or alter sales data.
- CPC will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- CPC will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If CPC determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
- CPC shall immediately disclose the information to the Commission
- CPC will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data
- CPC will take such other action directed by the Commission to comply with 935 CMR 500.105.
- CPC will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- CPC will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

Following the closure of a Marijuana Establishment, all records will be kept for two years at the expense of the ME and in a form and location acceptable to the Commission

CPC-Maintaining of Financial Records

The Caregiver-Patient Connection (CPC) shall maintain all financial records in compliance with 935CMR500.105(9)(e) and will include:

All records will be maintained in either manual or computerized form and will include the following:

- Assets and liabilities.
- Monetary transactions.
- Books of accounts, which will include journals, ledgers and supporting documents, agreements, checks, invoices and vouchers.
- Sales records including the quantity, form and cost of marijuana products.
- Salaries 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 a Marijuana Establishment (ME).

In accordance with 935CMR500.140(6) CPC will record all sales in compliance with the following

- CPC-Fitchburg will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, or a sales recording module approved by the DOR.
- CPC will not utilize software or other methods to manipulate or alter sales data.
- CPC will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- CPC will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If CPC determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - CPC shall immediately disclose the information to the Commission
 - CPC will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data
 - CPC will take such other action directed by the Commission to comply with 935 CMR

500.105.

- CPC will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- CPC will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

Following the closure of a ME, all financial records will be kept for at least two years at the expense of the ME and in a form and location acceptable to the Commission.



CPC-Qualifications and Training

The Caregiver Patient Connection (CPC) will require all Marijuana Establishment (ME) Agents be qualified and registered in accordance with 935CMR500.030(1-3), and trained in accordance with the requirements of 935CMR500.105(2) and will include, at minimum the following:

Training tailored to the roles and responsibilities of the job function of each CPC-ME agent which will include a Responsible Vendor Program compliant with 935CMR500.105(2)(b), as well as training in maintaining confidentiality.

CPC-ME agents will receive, at a minimum, eight hours of ongoing training annually.

On or after July 1, 2019, all current owners, managers and employees of the CPC that are involved in the handling and sale of marijuana for adult use at the time of licensure, or renewal of licensures, as applicable, will have attended and successfully completed a responsible vendor program to be designated as a “responsible vendor.”

All new employees involved in the handling and sale of marijuana shall successfully complete a responsible vendor program within 90 days of hire.

After initial successful completion of the responsible vendor program, each owner, manager and employee involved in the handling and sale of marijuana will successfully complete the program once every year to maintain “responsible vendor” designation.

Administrative employees who do not handle or sell marijuana may take the responsible vendor program on a voluntary basis.

Records of responsible vendor training compliance will be maintained for four years and will be available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours



THE CAREGIVER · PATIENT CONNECTION

CPC-Personnel Policies Including Background Checks

In compliance with 935CMR500.101(2)(e)(8), the Caregiver-Patient Connection (CPC) will maintain written personnel and background check policies and procedures including, but not limited to:

Background check reports in accordance with 935CMR500.030(1-8) for all board members, directors, employees, executives, managers and volunteers associated with the Marijuana Establishment.

CPC will require that all CPC agents:

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

An application for registration of a marijuana establishment agent will include:

- a. The full name, date of birth, and address of the individual;
- b. All aliases used previously or currently in use by the individual, including maiden name, if any;
- c. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- d. Attestation that the individual will not engage in the diversion of marijuana products
- e. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and

dispense marijuana in the Commonwealth;

Background information will include, as applicable

- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for any felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of no lo contendere, or admission of sufficient facts.
- b. A description and the relevant dates of any civil, or administrative action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional, occupational or fraudulent practices.
- c. A description of any relevant dates of any past, or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of registration or license, for any type of business or profession by any state, federal or local government or any foreign jurisdiction.
- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.

All CPC-ME executives registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom CPC seeks a ME agent registration which will be obtained within 30 days prior to submission.

A Marijuana Establishment shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

A registration card shall be valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a marijuana establishment agent, a Marijuana Establishment is responsible for notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

A marijuana establishment agent shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

CPC will maintain a staffing plan that demonstrates accessible business hours and safe cultivation conditions.

CPC will maintain a personnel record for each ME agent for at least 12 months and shall include:

- All materials submitted to the CCC pursuant to 935CMR500.030(2)
- Documentation of verification of references.
- Job descriptions that include duties, authority, responsibilities, qualifications and supervision.
- Documentation of all training, including training in privacy and confidentiality, and signed statements of the individual indicating the time, date, place he or she received said training and the topics discussed, including the name and title of the presenters.
- Documentation of periodic performance evaluations
- Record(s) of any disciplinary actions taken.

On or after July 1, 2019, all current owners, managers and employees of CPC that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor” in accordance with 935CMR500.105(2)

All CPC registered agents will handle marijuana in compliance with 935CMR500.105(3)(b)(1-2)

All personnel records will be kept for at least two years at the expense of the CPC and in a form and location acceptable to the Commission.

CPC, as part of its’ workplace policies will maintain an alcohol, smoke, drug-free workplace in accordance with 935 CMR 500.105(1)(j).

In accordance with 935CMR500.105(1)(k) CPC will maintain a plan describing how confidential information will be maintained.

935CMR500.105(l)(1-3) CPC policies will call for the immediate dismissal of any marijuana establishment agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.



November 16, 2020

Dean Iandoli
Caregiver-Patient Connection, LLC d/b/a Local Roots
61C Tripp St.
Framingham, MA

RE: Architectural Review Approval (Caregiver-Patient Connection, LLC MP281301;
MC282206)

Dear Mr. Iandoli:

The Cannabis Control Commission (Commission) has completed its architectural review of the proposed Marijuana Establishment. You are hereby approved to commence construction operations as outlined in your approved building permit.

The Commission reserves the right to inspect the property during any phase of construction, to ensure compliance with the approved architectural plans. Should any changes in the plan occur due to unforeseen circumstances, the licensee will notify the Commission with the intended changes.

This approval is not intended to be used to circumvent any state and local ordinances.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shawn Collins', with a long horizontal flourish extending to the right.

Shawn Collins
Executive Director



CPC/Local Roots Diversity Plan Revised

MC281254, MC282237, MR282131, MP281301, MC282206, MR283231

Introduction

The Cannabis Control Commission (“Commission”), through 935CMR500.000 requires applicants for licensure to establish goals to promote equity for minorities, women, veterans, people with disabilities and people of all gender identities and sexual orientations including members of the lesbian, gay, bi-sexual, transgender, queer and + communities by providing the tools and opportunities needed to be successful.

Goals

It is the goal of CPC to promote equity and to provide employment opportunities, training and inter-company promotions opportunities to qualified women with disregard to race, sex, disabilities or gender identities or sexual orientation including members of the lesbian, gay, bi-sexual, transgender, queer and + communities.

It will be the goal of CPC to have a combined company-wide workforce comprised of at least 50% women, with disregard to race, sex, disabilities or gender identities or sexual orientation including members of the lesbian, gay, bi-sexual, transgender, queer and + communities. .

It will also be the goal of CPC to provide tools for success to CPC/Local Roots women team members through annual training and inter-company opportunities for employees to attain upper level management positions.

Programs

CPC will hold a job fair within 60 days upon receiving final licensure from the Commission, that will be advertised in the local newspaper i.e. Worcester Telegram, for employment opportunities. i.e. with an emphasis on encouraging women applicants.

CPC shall distribute internal workplace newsletters and memos that encourage current employees to recommend qualified women for employment. This shall be done twice annually.

Measurements

CPC will annually measure and provide to the Commission:

- The number of annual job-fairs held along with documentation of all advertising associated with each event.

- The number of women who were hired, their date of hiring and beginning position within the company.
- The number of company promotions for women.
- The number of positions created since initial licensure.
- The number and subject matter of trainings held and the number of women in attendance.

Additionally, CPC will review and record, annually, the result of its' goal to comprise 50% of its' team with women, with disregard to race, sex, disabilities, or gender identities or sexual orientation including members of the lesbian, gay, bi-sexual, transgender, queer and + communities. .

CPC's Diversity Plan and any actions taken, or programs instituted by CPC will not violate the Commission's regulations with respect to limitation on ownership or control, or other applicable state laws.

CPC/Local Roots acknowledges that the progress, or success of its' Diversity plan must be documented one year from provisional licensure, whether or not it has received its' final license.

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.