



**SPECIAL PERMIT RENEWAL APPLICATION
AND SUPPORTING DOCUMENTS**

TO THE
LITTLETON PLANNING BOARD

OPERATIONAL LOCATION:
COMMUNITY CARE COLLECTIVE, INC. (“COLLECTIVE CANNABIS”)
537 GREAT ROAD
LITTLETON, MA 01460

SUBMITTED BY:
DAVID GIANNETTA, CHIEF EXECUTIVE OFFICER
COMMUNITY CARE COLLECTIVE, INC. (“COLLECTIVE CANNABIS”)
537 GREAT ROAD
LITTLETON, MA 01460

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David Giannetta, Chief Executive Officer
Community Care Collective, Inc. ("Collective Cannabis")
537 Great Road
Littleton, Ma 01460
Davidg@Collective-Cannabis.com
(781) 953-4452

October 15, 2025

Littleton Planning Board
Town of Littleton
37 Shattuck Street
Littleton, MA 01460

Subject: Notice of Intent to Extend Special Permit (Issued April 9, 2021)

Dear Members of the Littleton Planning Board,

We are writing to formally notify the Board of our intent to extend our Special Permit, as required by Condition #5 of the recorded Special Permit issued on April 9, 2021.

Our records indicate that the permit is set to expire on April 8, 2026. Per the terms of Condition #5, we are required to provide notice of an extension request at least 120 days prior to the expiration date, which would be December 9, 2025. We are providing this notice well in advance to ensure sufficient time for the Board to review and guide us through the extension process.

With the guidance of the Town's Planner, Maren Toohill, we have assembled a comprehensive application package for the Planning Board's review. Please note that the application package follows the format of a new application.

Thank you for your attention to this matter. We look forward to your guidance and continuing to work in compliance with the requirements of the Planning Board.

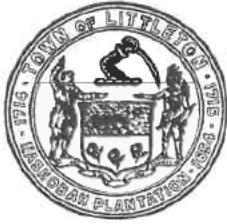
Sincerely,

A handwritten signature in black ink, appearing to read "David Giannetta".

David Giannetta
Chief Executive Officer
Community Care Collective, Inc. ("Collective Cannabis")



RECORDED SPECIAL PERMIT AND
SITE PLAN



PLANNING BOARD

P.O. Box 1305
Littleton, Massachusetts 01460

April 9, 2021

**Community Care Collective, Inc.
Planning Board Land Use Decisions
537 Great Road, Littleton Mass.
Adult Use Marijuana Establishment
Marijuana Retail Establishment**

DECISIONS: TWO SPECIAL PERMITS AND SITE PLAN REVIEW pursuant to MGL Chapter 40A and the Code of the Town of Littleton Zoning: Special Permit Applications for Adult Use Marijuana Establishment (Marijuana Retail Establishment) and Aquifer and Water Resource District Use, along with Site Plan Review

PROPERTY LOCATION: Approximately 114,127 +/- sq. ft. of land (2.62 acres) with existing commercial/industrial single story structure at 537 Great Road, Assessors' Map R-18, Parcel 14-9. **AND RECORDED IN M.S.D.R. OF D'S BOOK 73154 PAGE 498**

DESCRIPTION: Marijuana Retail Establishment

APPLICANT: Community Care Collective, Inc.
537 Great Road
Littleton, MA, 01460

OWNER: 537 Great Road Realty Trust
537 Great Road
Littleton, MA, 01460

ENGINEER: Hancock Associates
34 Chelmsford Street #2
Chelmsford, MA 01824

DATES OF LEGAL NOTICE: Posted by Town Clerk on February 12, 2021
Published February 19 and February 26, 2021

DATES OF HEARINGS: March 4, and April 8, 2021

MEMBERS PRESENT: Mark Montanari, Anna Hueston, Gerald Portante, Jeffrey Yates

REFERENCE PLAN: Commercial Development Parking Plan "Exhibit Site Plan" 537 Great Road, Littleton, MA 01460 dated 2/2/2021, last revised 4/9/2021 (1 sheet)

PUBLIC HEARING: The Littleton Planning Board held a duly noticed public hearing on March 4, 2021, which was continued to April 8, 2021, to consider an application for two Special Permits and Site Plan Review pursuant to MGL Chapter 40A and the Code of the Town of Littleton Zoning. Representatives present responded to questions posed by members of the Planning Board,

537 Great Road - Community Care Collective, Inc. - Marijuana Retailer

Town Staff, and residents. There was no opposition expressed by abutters or other participants of the public.

BACKGROUND:

Community Care Collective, Inc. (the "Applicant") will be leasing 5,250sf at 537 Great Road to operate a Marijuana Retail Establishment with all operations to be conducted within the interior of the 5,250sf space. The Applicant represents that it holds rights to use 43 of the parking spots of the 78 total available parking spots for the property. The Applicant proposes minor interior fit-out of the interior, a concrete pad entryway that is ADA compliant and an entrance and exit, all located on the Northwest corner of the building. Maximum hours of operation for operation of retail operations are from 9:00 AM to 9:00 PM, Monday through Sunday. Applicant received its provisional license from the Cannabis Control Commission ("CCC") for an alternate location on November 20, 2020 and expects to obtain provisional approval for this location (which will further be a condition of issuance of this permit). Exterior improvements include signs to identify location and the business, installation of security cameras in front/rear as required by Littleton Police and CCC, and parking and directional traffic signs. Lighting will be shielded to protect neighboring properties and will be adequate to illuminate the front and rear of facility for safety and security purposes.

Special Permit for Adult Use Marijuana Establishment (Article XXVIII) for Marijuana Retail Establishment

The Applicant submitted to the Planning Board the materials listed below (collectively, the "Plans"), which, together with the testimony provided at the referenced public hearings, provide the information required by the applicable Sections 173-194 and 173-202 of the zoning bylaw, and are the basis of the Board's determinations and decision:

1. Cover letter from Alphen & Santos, P.C.
2. Special Permit Applications and Checklists
 - a. Basic Special Permit Application Form
 - b. Adult Use Marijuana Establishments Application Form and Checklist
 - c. Aquifer & Water Resources Districts Application Form and Checklist
 - d. Site Plan Checklist
 3. Adult Use Marijuana Application Checklist included:
 - a. Design of interior ("floor plan")
 - b. Name and Addresses of the owner of the Retail Establishment, Community Care Collective, Inc..
 - c. Copies of Articles of Organization
 - d. Copies of all licenses and permits issued to Community Care Collective, Inc. by the Commonwealth or its agencies, with provisional license issued (for the Applicant's previous proposed site) on November 20, 2020
 - e. Evidence of site control and right to use the site as a retail establishment.
 - f. Description of Quality Control
 - g. Description of requirements for storage and transportation of marijuana
 - h. Description of requirements for prevention of diversion of marijuana products
 - i. Description of Personnel Policies and Background Checks.
 - j. Description of Diversity Plan.
 - k. Description of Inventory Procedures.
4. Site Development Plans: HANCOCK EXHIBIT SITE PLAN, Single Sheet, issued 2/2/2021, Last Revised 3/5/2021
5. Board of Selectmen Host Community Agreement dated May 4, 2020 and subsequent Host Community Agreement for this site dated March 17, 2021.
6. Letter from Police Dept. dated 2/1/2021 to Planning Board indicating approval of plans of operation

537 Great Road - Community Care Collective, Inc. - Marijuana Retailer

7. Building Elevations
8. Traffic Impact analysis
9. Update to Community Care Collective Application dated March 22, 2021
10. Updated "Change in Location" Cannabis Control Commission application form
11. Corrected Special Permit Application and
12. Site Plan revised April 9, 2021

DETERMINATIONS and FINDINGS:

Following the public hearing on this proposal, the Planning Board made the following determinations regarding the Adult Use Marijuana Establishment application:

1. The proposed Retail Establishment is located within the Industrial A Zoning District and within Adult Use Marijuana Establishment Overlay District – Retail (Town overlay map dated 3/27/2018) and the retail use is allowed by special permit by the Planning Board.
2. The applicant met with the Planning Board at the November 5, 2020 meeting to provide a preliminary overview of its application of a site located at 531 King Street, Littleton and operations and upcoming application, as encouraged by Section 173-198. B. of the bylaw.
3. On January 12, 2021, the Planning Board opened the hearing regarding the applicant's proposed facility at 531 King Street. At this hearing, it was decided that the hearing be continued for the applicant to respond to questions raised at the hearing. The hearing was continued to February 4, 2021.
4. On February 4, 2021, after receiving a new application by the applicant for a newly proposed facility at 537 Great Road, the Planning Board voted to continue the hearing to March 4, 2021.
5. On March 4, 2021, the applicant opened the hearing for the newly proposed facility located at 537 Great Road. The hearing was continued to April 8, 2021.
6. The applicant submitted the documentation required under the bylaw and the Adult Use Marijuana Checklist. These documents are identified above.
7. The site is suitable for a retail location given it is within the Industrial A Zoning District and within Adult Use Marijuana Establishment Overlay District – Retail; meets all distancing requirements under the bylaw; has 43 leased parking spaces, while 35 parking spaces are required by the bylaw; and there is a limited number of viable alternative retail locations within the Adult Use Marijuana Establishment Overlay District.
8. The application is for the operation of a Marijuana Retail Establishment.
9. The retail establishment will be entirely within a 5,250 sf portion of the existing building.
10. The Applicant has provided a detailed site security plan directly to the Littleton Police Department which has been approved by the Police Department.
11. The use of the existing site will require minor modifications to the interior of the premises.
12. All necessary Permits from any other Littleton Dept. shall be obtained along with a final license from the CCC prior to commencement of the use.
13. Pursuant to Section 173-32 of the Zoning Bylaw, this use requires one (1) parking space for every 150 square feet of leasable space. The Applicant is required to provide thirty-five (35) parking spaces to support this use. There are seventy-eight (78) parking spaces at the property, and the applicant has a signed lease with the property owner which includes forty-three (43) parking spaces which is eight (8) spaces in excess of the Littleton parking bylaw requirement. The Planning Board finds that the site allows the Applicant to provide the required thirty-five (35) parking spaces required by its leased floor area of 5,250sf.
14. As conditioned herein, the application fulfills the requirements of Section 173-199 and 173-200.

537 Great Road - Community Care Collective, Inc. - Marijuana Retailer

AQUIFER AND WATER RESOURCE DISTRICT SPECIAL PERMIT (ARTICLE XIV): 537 Great Road.

The Property is located within the Aquifer and Water Resource District. The Applicant submitted to the Planning Board the materials listed below (collectively, the “Plans”), which, together with the testimony provided at the referenced public hearings, provide the information required by regulations for uses within the Aquifer and Water Resources District and are the basis of the Board’s determinations and decision:

1. Special permit application with attached checklist completed.
2. Site Development Plans: HANCOCK EXHIBIT SITE PLAN, Single Sheet, issued 2/2/2021, Last Revised 4/9/2021.
3. Confirmation that proposed uses fulfilled the criteria contained in Section 173-62.

DETERMINATIONS and FINDINGS:

Following the public hearing on this proposal, the Planning Board made the following determinations regarding the proposed use at the site regarding the Aquifer Water Resource District:

1. All activities and operations will occur only within the interior of the building at 537 Great Road.
2. Egress is adequate to accommodate police and fire protection;
3. Roads, water, and drainage are not impacted or adversely affected.
4. Visual compatibility is unchanged.
5. No current or expected threat to the environment given all activity within interior of building and waste removal to be stored and secured inside and removed as necessary.
6. No significant nuisance, hazard or congestion will be created;
7. There will be no substantial harm to the neighborhood or derogation from the intent of the Zoning Bylaws.
8. The only increase in impervious cover proposed is the replacement of 700 sq ft of ground vegetation (lawn) for a pad to make the entrance ADA compliant, which is either “minor removal of ground vegetation” or a minor increase in the pre-existing impervious area from approximately 44% to 44.6% (based on GIS calculations) per section 173-61. However, the Applicant has agreed to use pervious materials for the pad, mitigating said increase.
9. The application fulfills the criteria contained in Section 173-62.

SITE PLAN REVIEW: 537 Great Road

REFERENCE PLAN: Commercial Development Parking Plan “Exhibit Site Plan” 537 Great Road, Littleton, MA 01460 dated February 2, 2021, last revised March 5, 2021 (1 sheet)

DETERMINATIONS and FINDINGS:

The Planning Board made the following determinations regarding the proposed use at the site regarding the Site Plan application:

1. Internal circulation and egress are such that traffic safety is protected and site is located in an Industrial A zone on Great Road, with adequate parking, given the proposed directional signs outlined on the Site Plan and in the Conditions stated below.
2. Visibility of parking areas from public ways and adjoining properties is minimized, and lighting of the parking areas is existing and unchanged; necessary lighting for front/rear of facility to be minimized but meet requirements of police dept. and CCC.
3. Parking spaces for facility are satisfactory leased and in the applicant’s control.
4. Adequate access to each structure for fire and service equipment is provided.
5. Utilities and drainage in the vicinity are unchanged.
6. The application fulfills the requirements of Section 173-18.

537 Great Road - Community Care Collective, Inc. - Marijuana Retailer

DECISION:

At the meeting held April 8, 2021, the Planning Board voted to approve the Special Permit for Adult Use Marijuana Establishment (Article XXVIII) for Marijuana Retail Establishment; Special Permit for activity in the Aquifer and Water Resource District (Article XIV); and Site Plan Review with the following conditions, , and the Planning Board voted 4 to 0 in favor of said motion. The following conditions shall be binding upon the Applicant and its successors and assigns. Failure to adhere to these conditions shall render this special permit null and void, without force and effect, and shall constitute grounds for the revocation of this special permit, and of any building permit issued hereunder. The Town of Littleton may elect to enforce compliance with this Special Permit using any and all powers available to it under the law. Revocation of this special permit would require notice to the Applicant and a Public Hearing and other applicable requirements of the law.

Conditions:

1. The validity of this permit is dependent on the Applicant recording this decision at the Middlesex Registry of Deeds. No building permit shall issue until the Applicant has filed with the Building Commissioner and Planning Board a copy of this decision setting forth the recording information of the decision.
2. The maximum hours of retail operation shall be Monday through Sunday 9:00 AM to 9:00 PM.
3. All incidents shall be reported to the Building Commissioner and Planning Board as required by 935 CMR 500.110(9) within 24 hours of their occurrence. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations.
4. Any cease and desist order, quarantine order, suspension order, limiting order, notice of hearing or final action by the CCC , the Department of Public Health , the Division of Administrative Law Appeals, or any Littleton Department with applicable jurisdiction regarding the retail establishment shall be reported to the Building Commissioner and the SPGA within 48 hours of the Applicant's receipt.
5. This special permit shall expire at the date that is five (5) years from the date of issuance but may be renewed with approval of the Planning Board if Applicant requests such a renewal at least 120 days prior to expiration. Upon either the loss or non-renewal of the Applicant's final license issued by the CCC, or if the Host Community Agreement with the Select Board is terminated or not renewed by the Select Board on or before its expiration date, then this special permit shall also expire.
6. This Special permit shall be limited to Community Care Collective, Inc., and shall expire on the date that Community Care Collective, Inc., ceases operation of the retail establishment.
7. Community Care Collective, Inc. shall allow inspections required under the Adult Use Marijuana Bylaw and CCC regulations at 935 CMR 500.
8. Community Care Collective, Inc. shall notify the Building Commissioner and the SPGA in writing within 48 hours of the cessation of operation of the retail establishment or the expiration or termination of the permit holder's final license issued by the CCC.
9. This special permit authorizes the operation of a marijuana retail establishment only.

537 Great Road - Community Care Collective, Inc. - Marijuana Retailer

10. Special permits shall lapse upon the expiration or termination of an Applicant's license from the CCC.
11. The Applicant shall comply with all terms of the Host Community Agreement between Community Care Collective, Inc., and the Town of Littleton Select Board.
12. The Applicant shall submit a copy of a valid license to operate at this location from the Cannabis Control Commission to the SPGA and the Building Commissioner prior to the issuance of a building permit, certificate of occupancy, or commencement of use, whichever occurs first.
13. Copies of all reports submitted to any state agency, including, but not limited to, the reports required by 935 CMR 500.105(10)(d) describing the establishment's liability insurance coverage and the annual security system audits required by 935 CMR 500.110(8) shall be submitted to the SPGA within five business days of submission to the State. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations.
14. The Applicant shall provide documentation to the SPGA that each Marijuana Establishment Agent has completed training regarding the proper handling of marijuana prior to performing job functions. Such documentation must be provided to the Board within five business days of the completion of such training. Annually, the establishment shall provide documentation to the SPGA and the Select Board that all Marijuana Establishment Agents have received at least eight hours of on-going training.
15. The holder of a special permit shall annually file an affidavit with the Building Commissioner demonstrating that it is in good standing with respect to its license from the Cannabis Control Commission and any other applicable State licenses. This affidavit shall be filed on or before the annual anniversary of the issuance of this special permit.
16. No parking of vehicles is allowed on any unpaved surface;
17. No use or storage of sodium de-icing chemicals shall be allowed on the site; and
18. Groundwater quality shall not be degraded below drinking water standards at the property lines due to activity conducted on this property.
19. The 700 sq ft pad to be constructed at the entrance shall be constructed with pervious materials to mitigate the impact of any increase in impervious area.

The Board members voted, on April 8, 2021 as follows:

Mark Montanari AYE

Anna Hueston AYE

537 Great Road - Community Care Collective, Inc. - Marijuana Retailer

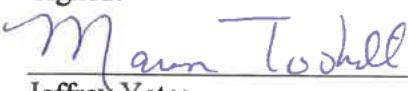
Gerald Portante AYE

Jeffrey Yates AYE

Delisa Laterzo RECUSED

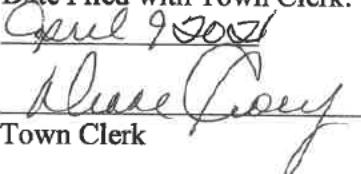
Appeals, if any, shall be made pursuant to Section 17 of Chapter 40A, Massachusetts G.L., and shall be filed within 20 days after the date this decision is filed with Town Clerk.

Signed:



Jeffrey Yates
Planning Board Clerk

Date Filed with Town Clerk:

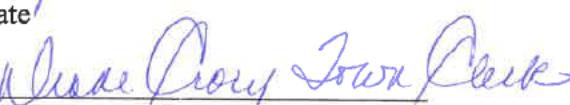


Diane Crory
Town Clerk

TOWN CLERK CERTIFICATION:
To Whom It May Concern:

I, Diane Crory, Clerk of the Town of Littleton hereby certify that twenty days have elapsed since the filing of this decision by the Planning Board for this Special Permit and that no appeal concerning said decision has been filed, or that any appeal that has been filed has been dismissed or denied.



Date


Diane Crory Town Clerk
Town Clerk Diane Crory
Littleton Mass.



AMENDMENT TO SPECIAL PERMIT -
2023



PLANNING BOARD

P.O. Box 1305
Littleton, Massachusetts 01460

September 13, 2022

**Community Care Collective, Inc.
537 Great Road, Littleton Mass.
Adult Use Marijuana Establishment:
Marijuana Product Manufacturer Special Permit;
Aquifer & Water Resource District Special Permit; and
Site Plan Review**

ADMINISTRATIVE AMENDMENT - TWO SPECIAL PERMITS AND SITE PLAN REVIEW pursuant to MGL Chapter 40A and the Code of the Town of Littleton Zoning: Special Permit Applications for Adult Use Marijuana Establishment: Marijuana Product Manufacturer Special Permit; Aquifer and Water Resource District Special Permit; and Site Plan Review.

PROPERTY LOCATION: Approximately 114,127 +/- sq. ft. of land (2.62 acres) with existing commercial/industrial single story structure at 537 Great Road, Assessors' Map R-18, Parcel 14-9, and recorded in M.S.D.R. of D's Book 73154, Page 498.

DESCRIPTION: Amend Maximum Hours of Operation for Adult Use Marijuana Establishment: Marijuana Product Manufacturer and Marijuana Retail Establishment at this location

APPLICANT:
Community Care Collective, Inc.
537 Great Road
Littleton, MA, 01460

OWNER:
537 Great Road Realty Trust
537 Great Road
Littleton, MA, 01460

DATE OF MEETING: September 7, 2023

MEMBERS PRESENT: Mark Montanari, Jeffrey Yates, Bartlett Harvey, and Anna Hueston

BACKGROUND:
Community Care Collective, Inc. (the "Applicant") operates a Product Manufacturer Establishment and Retail Establishment within the existing building located at 537 Great Road. Planning Board has issued two prior decisions for this applicant at this location. (1) April 9, 2021 and (2) September 30, 2022.

DECISION:

At the Planning Board meeting of September 7, 2023, Mark Montanari made a motion, seconded by Bartlett Harvey that the Planning Board extend the maximum hours of operation listed in Condition 1 of the September 30, 2022 Planning Board decisions for Community Care Collective, to be as follows:

Sunday and Monday 9:00 a.m. to 9:00 p.m.
Tuesday and Wednesday 9:00 a.m. to 10:00 p.m.
Thursday through Saturday 9:00 a.m. to 11:00 p.m.

All remaining conditions of the April 9, 2021 and Sept. 30, 2022 Planning Board decisions remain unchanged.

VOTE:

The Board members voted, on September 7, 2023 as follows:

Mark Montanari	AYE
Anna Hueston	AYE
Bartlett Harvey	AYE
Jeffrey Yates	AYE
Delisa Laterzo	[Absent and not voting]

Appeals, if any, shall be made pursuant to Section 17 of Chapter 40A, Massachusetts G.L., and shall be filed within 20 days after the date this decision is filed with Town Clerk.

Signed:

Bartlett Harvey
Bartlett Harvey
Planning Board Clerk

Date Filed with Town Clerk:

September 13, 2023
Diane Crory
Town Clerk Ass't.

TOWN CLERK CERTIFICATION:

To Whom It May Concern:

I, Diane Crory, Clerk of the Town of Littleton hereby certify that twenty days have elapsed since the filing of this decision by the Planning Board for this Special Permit and that no appeal concerning said decision has been filed, or that any appeal that has been filed has been dismissed or denied.

October 9, 2023
Date

Diane Crory Town Clerk
Town Clerk Diane Crory
Littleton Mass.



AMENDMENT TO SPECIAL PERMIT –
2024



David Giannetta <davidg@collective-cannabis.com>

Amendment to Hours of Operation - 537 Great Road

Mon, Sep 16, 2024 at 11:53 AM

Maren Too Hill <MTooHill@littletonma.org>
To: David Giannetta <DavidG@collective-cannabis.com>
Cc: "jeffyatespb@gmail.com" <jeffyatespb@gmail.com>, Mark Montanari <M242King@aol.com>, Cooper Mathews <cmathews@littletonma.org>, Matthew Pinard <MPinard@littletonpd.com>

David and All –

The Planning Board discussed the request for extending maximum-allowed hours of operation at 537 Great Road, and approved as follows:

Sunday & Monday 9 am to 10 pm

Tuesday & Wednesday 9 am to 10 pm

Thursday – Saturday 9 am to 11 pm

Any questions, please advise.

Thank you for the continuing conversation with the Town regarding hours of operation.

Maren

Maren A. Too Hill, AICP

Town Planner

978/540-2425

MTooHill@littletonma.org

Town of Littleton



From: David Giannetta <DavidG@collective-cannabis.com>
Sent: Tuesday, September 10, 2024 12:23 PM
To: Maren Toohill <MToohill@littletonma.org>
Subject: Re: Amendment to Hours of Operation - 537 Great Road

Warning – THIS EMAIL WAS SENT BY AN EXTERNAL SENDER

Thanks a lot, Maren! I appreciate the update.

Regards,

David Giannetta
Collective
President/CEO

(781) 953-4452

[Quoted text hidden]



AMENDMENT TO SPECIAL PERMIT –
2025



David Giannetta <davidg@collective-cannabis.com>

2025 Amendment to Hours of Operation - 537 Great Road

Thu, Oct 9, 2025 at 3:42 PM

Maren Toohill <MToohill@littletonma.org>
To: David Giannetta <davidg@collective-cannabis.com>
Cc: "jeffyatespb@gmail.com" <jeffyatespb@gmail.com>, "Daryl Baker PB dbaker.planningboard@gmail.com" <dbaker.planningboard@gmail.com>, Cooper Mathews <cmathews@littletonma.org>, Matthew Pinard <MPinard@littletonpd.com>

David and All –

This email is to confirm that the Planning Board discussed the request for extending the maximum-allowed hours of operation for Community Care Collective at [537 Great Road](#) at the October 2, 2025 Planning Board meeting. New hours of operation include opening as early as 8:00 a.m. Maximum hours of operation are as follows:

Sunday through Wednesday 8 a.m. to 10 p.m.

Thursday through Saturday 8 a.m. to 11 p.m.

Any questions, please ask.

Thank you for the continuing conversation with the Town regarding hours of operation.

Maren A. Toohil, AICP
Town Planner
978/540-2425
MToohill@littletonma.org
Town of Littleton



SPECIAL PERMIT APPLICATION



**TOWN OF LITTLETON
PLANNING BOARD
FORM 1 APPLICATION
ADOPTED NOVEMBER 14, 2024**

Littleton Town Offices
37 Shattuck Street
Littleton, MA 01460
(978) 540-2425

Filing Date:	Planning Board: _____
Town Clerk:	_____
Filing Fee:	_____
<input type="checkbox"/> Abutters List Attached	

PART I. BASIC APPLICATION

Project Summary & Applicant Information

Project Name: Community Care Collective, Inc. d/b/a Collective Cannabis

Location (Street Address): 537 Great Road

Assessor's Map/Parcel (s): R18-14-9

Applicant: Community Care Collective, Inc. d/b/a Collective Cannabis

Address: 537 Great Road

Telephone: (781) 953-4452 Email: DavidG@Collective-Cannabis.com

Property Owner: 537 Great Road Realty Trust

Address: 60 Willow Road, Ayer, Ma 01432

Telephone: (860) 942-4125 Email: John@Blacksockscorp.com

Registry: SMRD

Book: 73154

Page: 498

Site Information

Total Area (Acres): 2.62 Acres Lot Frontage (Lin. Ft): 262.20 Feet

Zoning District(s):

<input type="checkbox"/> Residence	<input type="checkbox"/> King Street Common
<input type="checkbox"/> Village Common	<input checked="" type="checkbox"/> Industrial-A
<input type="checkbox"/> Business	<input type="checkbox"/> Industrial-B
<input type="checkbox"/> LSMFD	

All or a portion of the Site is also located in one or more overlay districts:

<input type="checkbox"/> Wetlands	<input type="checkbox"/> Water Resource District
<input type="checkbox"/> Floodplains	<input type="checkbox"/> Littleton Village Overlay District
<input type="checkbox"/> Aquifer District	<input checked="" type="checkbox"/> West—Beaver Brook Area
<input checked="" type="checkbox"/> Adult Use Marijuana District	

PART II. SPECIAL PERMIT(S) REQUESTED (check all that apply)

Site Plan Review
 Accessory Business Uses at Active Farms (§173-57)
 Adult Uses (§173-140 - §173-142)
 Aquifer and Water Resource District (§173-61 - §173-64) *Attach Form 1A.*
 Commercial Solar Photovoltaic Installations (§173-180 - §173-184) *Attach Form 1D.*
 Conversion of Municipal Building (§173-69)
 Inclusionary Housing (§ 173-196 - § 173-205) *Attach Form 1F.*
 Littleton Village Overlay District West-Beaver Brook Area (§173-167 - §173-179)
 Major Commercial or Industrial Use (§173-86 - §173-88)
 Master Planned Development (§173-89)
 Mixed Use in Village Common FBC District (§173-166) *Attach form 1H.*
 Open Space Development (§173-93 - §173-118)
 Senior Residential Development (§173-145 - §173-152) *Attach Form 1E.*
 Shared Residential Driveways (§173-125 - §173-127)
 Vehicular Retail Sales (§173-26)
 Wireless Telecommunications Towers and Facilities (§173-128 - §173-133); *Attach Form 1B.*
 Registered Marijuana Dispensary (§ 173-186 – § 173-193) *Attach Form 1C.*
 Adult Use Marijuana Establishment (§ 173-194 – § 173-203) *Attach Form 1G.*
 Sidewalk Curb Cut (§173-224) *Attach Form 1H.*
 VC District + AWRD Lot Coverage (§173-215 – §173-225) *Attach Form 1H.*
 Firearms Business (§173-235 – §173-246) *Attach Form 1J.*

PART III. APPLICANT AND OWNER CERTIFICATIONS

The undersigned hereby certifies that they have read and examined this Application, including all attachments hereto, and that the proposed project is accurately represented in the statements made in this Application. The undersigned also certifies that this application has been filed both with the Planning Board and Town Clerk, and that all submission requirements in the Planning Board's Rules and Regulations have been met.

Property Owner

I/we hereby acknowledge that the Applicant is authorized to act on my/our behalf and that any and all representations made by the Applicant will be binding on me/us as Owners of the property.

Signature: 

Date: 10/8/2025

Print: John McKenna

Signature: _____

Date: _____

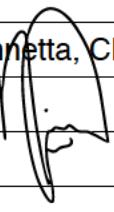
Print: _____

Applicant

Signature: _____

Date: October 8, 2025

Print: David Giannetta, CEO, Collective Cannabis

Signature: 

Date: _____

Print: _____

Applicant is: Owner Agent/Attorney Purchaser

PART IV. SUBMITTAL REQUIREMENTS

ALL APPLICATIONS

	Required Materials	Notes
<input type="checkbox"/>	Application Cover Page	2 prints 1 electronic
<input type="checkbox"/>	Plans sealed by a registered professional engineer, registered architect, landscape architect, surveyor, or other design professional in their area of expertise.	1 full size print 1 reduced print (11x17) 1 electronic

SPECIAL PERMIT APPLICATIONS

	Required Information & Materials	Notes
<input type="checkbox"/>	Forms & Checklists	See Application Cover Page for required forms & checklists based on specific special permits requested
<input type="checkbox"/>	Summary Table (Required/Existing/Proposed)	Zoning District Lot Area Gross Floor Area Lot Coverage Building Height Parking Spaces Density Trip Generation Open Space
<input type="checkbox"/>	Vicinity map	all lots, streets, and driveways within 500 feet from the exterior boundary of the lot
<input type="checkbox"/>	Existing conditions plan	existing uses; inventory of natural features; all watercourses, wetlands, bogs, swamps, marshes, and boundaries of public water supply watersheds and environmentally sensitive zones; floodways and floodplain boundaries; zoning districts
<input type="checkbox"/>	Existing & proposed topography	contours at 2' intervals
<input type="checkbox"/>	Construction area plan	showing all areas to remain undisturbed
<input type="checkbox"/>	Site layout plan	showing required setbacks and other information required for zoning compliance; Location, height, and materials of all retaining walls; Location of proposed outdoor bulk trash containers or dumpsters, and screening details; Location of proposed on-site sewage disposal systems and reserve areas, and design computations
<input type="checkbox"/>	Utility plan	existing and proposed fire hydrants and sewer, water, gas, electric, and other utility lines and easements

<input type="checkbox"/>	Storm drainage plan	
<input type="checkbox"/>	Parking, loading, & access plan	parking and loading spaces and areas, including stalls, aisles, driveways, turning radii, landscaped areas and islands, and their dimensions as required; All existing and proposed points of vehicular access to the site, and clear sight triangles for corner lots; and sight lines for proposed driveways
<input type="checkbox"/>	Exterior lighting plan	
<input type="checkbox"/>	Architectural plans	Elevations of all buildings and structures. Elevations shall be drawn to scale, showing the height, location, and extent of all material; Roof top plan showing all proposed mechanical equipment and screening
<input type="checkbox"/>	Landscape plan	
<input type="checkbox"/>	Sign plan	
<input type="checkbox"/>	Drainage report (with calculations)	
<input type="checkbox"/>	Traffic impact assessment	

SITE PLAN REVIEW APPLICATIONS

Required Information & Materials	Notes
<input type="checkbox"/> Site Plan Review Checklist	

SITE PLAN REVIEW APPLICATIONS (Village Common & King Street Common FBC Area)

Required Information & Materials	Notes
<input type="checkbox"/> Site Plan Review Checklist	
<input type="checkbox"/> Form 1H	
<input type="checkbox"/> VC & KSC FBC Area Checklist	

If you wish to review application requirements and/or materials with Planning Department Staff prior to submitting your application, please call or email us.



FORM 1G SUPPLEMENT



TOWN OF LITTLETON
APPLICATION TO THE PLANNING BOARD
ADULT USE MARIJUANA ESTABLISHMENTS
Form 1G Supplement

Littleton Town Offices
37 Shattuck Street
Room 303
Littleton, MA 01460
(978) 540-2425

Use this form for any project that is required to comply with Article XXVIII

Proposed Location: 537 Great Road

Map: R18 Parcel: 14-9

Class of Marijuana Establishment:

- Marijuana Cultivator
- Craft Marijuana Cooperative
- Marijuana Product Manufacturer
- Marijuana Research Facility
- Marijuana Testing Laboratory
- Marijuana Transporter
- Marijuana Micro-business
- Marijuana Retail Facility

Applicant:

Name: Community Care Collective, Inc. d/b/a Collective Cannabis

Address & Contact Information: 537 Great Road, Littleton, Ma 01460

C/O David N. Giannetta

Phone: (781) 953-4452 Email: DavidG@Collective-Cannabis.com

Property Owner:

Name: 537 Great Road Realty Trust

Address & Contact Information: 60 Willow Road, Ayer, Ma 01432

C/O John McKenna

Phone: (860) 942-4125 Email: John@Blacksockscorp.com

Does the applicant currently hold a valid license from the Cannabis Control Commission issued pursuant to M.G.L. c.94G and 935 CMR 500 et. seq.?

- Yes

No

an existing

Date of Public Meeting with the Planning Board to discuss the proposed application for ~~a new~~ Marijuana Establishment and to discuss in general terms of the proposed Marijuana Establishment (prior to formal submission of the application): TBD

Does this application include a request to reduce the minimum distance requirement of Section 173-199.A?

Yes

No

Is this an existing site seeking to expand or alter, its operations or is this an application for a new establishment?

~~Expand or alter existing~~ Renewal of Existing Special Permit with No Proposed Alterations

~~New establishment~~

Is this application from a licensed RMD?

Yes

No

Applicant Certification

The Applicant understands, agrees, and certifies that:

1. The proposed project is accurately represented in the statements made in this Adult Use Marijuana Establishments Form and accompanying materials;
2. All applicable submission requirements in the Planning Board's Rules and Regulations have been met;
3. The proposed Marijuana Establishment is prohibited from delivering cannabis or marijuana products to consumers, and from offering cannabis or marijuana products for consumption on the premises;
4. No application for any building permit shall be made unless and until the Planning Board or its designee has verified that all conditions of Article XXVIII have been met for this proposal; and
5. Nothing in this proposal shall be construed to supersede federal and state laws governing the sale and distribution of narcotic drugs; nor shall any special permit issued pursuant to this Article XXVIII supersede federal, state or local laws.

Signature: 

Date: October 8, 2025

Print: David N. Giannetta, CEO, Collective Cannabis



TOWN OF LITTLETON CHECKLIST –
ADULT-USE MARIJUANA
ESTABLISHMENTS



**TOWN OF LITTLETON
ADULT USE MARIJUANA ESTABLISHMENTS
CHECKLIST**

Littleton Town Offices
37 Shattuck Street
Room 303
Littleton, MA 01460
(978) 540-2425

Attach this Adult Use Marijuana Establishments checklist to the special permit application for any project that is required to comply with Article XXVIII Adult Use Marijuana Establishments

537 Great Road, Littleton, Ma 01460

Proposed Location: _____

Application Materials:

Attached	Item
<input checked="" type="checkbox"/>	1. A copy of the final, executed Host Community Agreement ("HCA") between the applicant and the Town of Littleton. * Most recent fully executed HCA on 10/7/2024 included
<input checked="" type="checkbox"/>	2. A written description of the status of its application to the Cannabis Control Commission relative to the establishment at issue, or a copy of such license, as applicable. * Final license issued by the CCC with 12/30/25 expiration date included
<input checked="" type="checkbox"/>	3. A list of any waivers of regulations that the applicant seeks to obtain from the Cannabis Control Commission, or a copy of any such waivers that the Commission has issued to the applicant, as applicable. * No requested waivers
<input checked="" type="checkbox"/>	4. Copies of all policies and procedures approved by the Cannabis Control Commission including without limitation the Marijuana Establishment's operating and safety procedures, or copies of such policies and procedures that the applicant intends to submit to the Commission, as applicable.
<input checked="" type="checkbox"/>	5. For applications for a Marijuana Cultivator, a Craft Marijuana Cooperatives, or a Marijuana Micro-Business, information demonstrating that the applicant has considered the following factors in its design and its operating plan: N/A - Retail Application <ol style="list-style-type: none">i. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;iii. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); andiv. Engagement with energy efficiency programs offered pursuant to M.G.L. c.25, §21, or through the Littleton Light Department.
<input checked="" type="checkbox"/>	6. The quantity and source or sources of all marijuana and marijuana products that will be sold at the proposed Marijuana Establishment, as applicable.

<input checked="" type="checkbox"/>	7. The quantity of marijuana and marijuana products that will be cultivated, processed, manufactured, packaged, transported, tested, or studied at the Marijuana Establishment, as applicable. N/A - Retail Application
<input checked="" type="checkbox"/>	8. Written statement confirming that no marijuana or marijuana products will be smoked, burned, or consumed on the premises as part of the cultivation, manufacturing, testing or researching operations, as applicable, or a statement explaining how any such uses have been authorized by the Commission.
<input checked="" type="checkbox"/>	9. Names and addresses of each owner of the Marijuana Establishment, and where the owner is a business entity, the names and address of each owner of that establishment.
<input checked="" type="checkbox"/>	10. If applicable, a copy of the Applicant's Articles of Organization, a current Certificate of Legal Existence from the Commonwealth, and the most recent annual report.
<input checked="" type="checkbox"/>	11. Copies of all licenses and permits issued to the Applicant by the Commonwealth of Massachusetts and any of its agencies. <i>* Final license issued by the CCC with 12/30/25 expiration date included in Section 2 above</i>
<input checked="" type="checkbox"/>	12. Evidence that the applicant has site control and the right to use the proposed site as a Marijuana Establishment. Such evidence shall be in the form of a deed, purchase and sale agreement, lease, or other legally binding document.
<input checked="" type="checkbox"/>	13. In addition to what is otherwise required to be shown on a site plan pursuant to Article IV, the applicant shall provide details showing all exterior proposed security measures for the premises, including but not limited to lighting, fencing, gates and alarms to ensure the safety of employees and patrons and to protect the premises from theft or other criminal activity. The site plan shall further delineate various areas of the Marijuana Establishment (indoors and outdoors) such as public access areas, employee only access areas, storage, cultivation, preparation, waste disposal, administrative, transportation, loading and parking areas. Site plans and/or application narrative shall contain sufficient information so that the SPGA can evaluate the design and operational standards contained in this Article XXVIII.

Special Permit Requirements:

Yes <input type="checkbox"/>	Is the Marijuana Establishment within 500 feet of any lot containing a school; licensed child care facility; public park, playground, athletic field or other public recreational land or facility; any use or facility where persons under the age of 18 commonly congregate to participate in scheduled or structured activities; religious facility; drug or alcohol rehabilitation facility; correctional facility, halfway house or similar facility; or any other non-collocated Marijuana Establishment or RMD?
No <input checked="" type="checkbox"/>	For purposes of this section, distances shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Marijuana Establishment is or will be located.

<input checked="" type="checkbox"/>	<p>The SPGA may reduce the minimum distance requirement in Section 173-199.A as part of the issuance of a special permit in the following instances only:</p> <ol style="list-style-type: none"> (1) Issuance of a special permit for a Marijuana Establishment to an entity with an existing RMD in Littleton. (2) Renewal of a special permit for an existing Marijuana Establishment where the use described in Section 173-198.A has been established after issuance of the original special permit. (3) Change of permit holder for an existing Marijuana Establishment where the use described in Section 173-198.A has been established after issuance of the original special permit. (4) Where the SPGA determines that reduction in the minimum distance is necessary for purposes of maintaining consistency with M.G.L. c. 94G, 935 CMR 500 and/or state guidance relative to local regulation and siting of adult use marijuana establishments. <p>* No minimum distance requirement reduction being requested</p>
<input checked="" type="checkbox"/>	<p>Marijuana Establishment that seeks to expand or alter its operations so as to come within a new class or sub-class of Marijuana Establishment, as identified 935 CMR 500.050(d), shall obtain a new special permit prior to undertaking such expansion or alteration. * Not seeking to expand or alter its operations so as to come with a new class of Marijuana Establishment</p>
<input checked="" type="checkbox"/>	<p>The SPGA shall not issue any special permit that would cause the Town to exceed the limits on Marijuana Retailers set forth in §173-197.</p> <p>* Community Care Collective, Inc. is the only approved retail marijuana establishment in Littleton</p>
<input checked="" type="checkbox"/>	<p>An RMD licensed under 105 CMR 725 et seq., and that holds a special permit pursuant to Article XXVII shall obtain a new special permit prior to converting to a Marijuana Establishment or commencing any operations regulated by M.G.L. c.94G and 935 CMR 500 et seq.</p> <p>* Community Care Collective, Inc. is an approved retail marijuana establishment in Littleton</p>
<input checked="" type="checkbox"/>	<p>No smoking, burning, or consumption of any marijuana product shall be permitted at any Marijuana Establishment, except as may be authorized by s935 CMR 500 et seq for purposes of cultivation, testing, research, or manufacturing.</p> <p>* Please see written statement #8 above</p>
<input checked="" type="checkbox"/>	<p>All shipping and receiving areas shall serve the Marijuana Establishment exclusively. In the case of a multi-use or multi-tenant site, the Marijuana Establishment shall be laid out and designed to ensure separation from other uses or tenants at the site.</p> <p>* Deliveries to Community Care Collective, Inc. for Marijuana Products are delivered to an exclusive location only utilized by Community Care Collective, Inc.</p>
<input checked="" type="checkbox"/>	<p>The Marijuana Establishment shall have adequate water supply, stormwater systems, sewage disposal, and surface and subsurface drainage.</p> <p>* Community Care Collective, Inc. has adequate water supply, stormwater systems, sewage disposal, and surface and subsurface drainage</p>
<input checked="" type="checkbox"/>	<p>Adequate lighting, including night lighting that provides for monitoring or building and site security, including those measures to prevent diversion of marijuana and marijuana products cultivated outdoors.</p> <p>* Included in this application are 4 examples of photos of the site at night</p>
<input checked="" type="checkbox"/>	<p>A Marijuana Retailer shall post at a conspicuous location at the public entrance a sign that states “Only individuals 21 years of age or older, unless in possession of a registration card issued by the MA Department of Public Health.” The required text</p>

	shall be a minimum of two inches in height. Signage shall otherwise be limited to that which is permitted under 935 CMR 500 et. seq. and the Town's sign bylaw.
<input checked="" type="checkbox"/>	The Marijuana Establishment shall provide and keep up to date contact information as required by the Chief of Police and Building Commissioner such as name, telephone number and electronic mail address of a contact person who must be available 24 hours a day, seven days a week.
<input checked="" type="checkbox"/>	No special permit shall be issued unless the applicant has executed a Host Community Agreement with the Town in accordance with M.G.L. c.94G, §3. * Please see item #1 Above
<input checked="" type="checkbox"/>	No special permit shall be issued until the Applicant has held a community outreach hearing consistent with the Commission's Guidance for License Applicants on Community Outreach and 935 CMR 500.101(1)(a)(9) or (2)(b)(7), unless the proposed use is exempt from the hearing requirement under the regulations.

Findings: The SPGA may issue a special permit for a Marijuana Establish only if it finds that the project satisfies the requirements of §173-7.C, this Article XXVIII, and the following additional special permit criteria:

<input checked="" type="checkbox"/>	The Marijuana Establishment is fully permitted by all applicable agencies within the Commonwealth of Massachusetts and is in compliance with all State laws and regulations; provided, however, that issuance of a valid license pursuant to M.G.L. c.94G may be a condition of the special permit. * Community Outreach Meeting was conducted on 3/2/2021
<input checked="" type="checkbox"/>	The proposed use is designed to minimize any adverse impacts on the on the residents of the Town; * See copy of email from Chief Pinard acknowledging no adverse impacts by Community Care Collective, Inc.
<input checked="" type="checkbox"/>	For a Marijuana Retail Establishment, there shall be a secure indoor area for all customers. * This is displayed through the security plan in this application as part of #13 above
<input checked="" type="checkbox"/>	The Marijuana Establishment adequately addresses issues of vehicular and pedestrian traffic, circulation and parking, especially during peak periods at the facility, and adequately mitigates the impacts of vehicular and pedestrian traffic on neighboring uses. * After successfully operating for over 3 1/2 years, Community Care Collective, Inc. has had no issues of vehicular and pedestrian traffic, circulation, and parking of any kind

No Accessory Use Marijuana Establishments

Use of property as a Marijuana Establishment shall necessarily be deemed a principal use for purposes of the Zoning Bylaw, and shall be permitted exclusively in accordance with this Article XXVIII. No Marijuana Establishment may be allowed within Town on the basis that such use qualifies as a permissible accessory use.



**ITEM 1: HOST COMMUNITY
AGREEMENT**

HOST COMMUNITY AGREEMENT

This Host Community Agreement (“Agreement”) is entered into and executed this 7th day of October, 2024 (“Effective Date”) by and between Community Care Collective, Inc., a Massachusetts corporation with a principal office address of 537 Great Road, Littleton MA 01460, a business entity certified and recorded with the Massachusetts Secretary of the Commonwealth, (the “Company”) currently holding a license issued by the Cannabis Control Commission (the “Commission”) and the Town of Littleton, acting by and through its Select Board, with an address of 37 Shattuck Street, Littleton, MA 01460 (“the Municipality”).

WHEREAS, the Company is currently licensed by the Commission as a Marijuana Establishment (the “Licensee”), and is located within the Municipality;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Municipality in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Company and the Municipality (collectively, the “Parties”) intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment and/or Medical Marijuana Treatment Center, with such operations to be conducted in accordance with applicable zoning, laws, bylaws, or ordinances of the Municipality; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Terms.

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 et seq. and 935 CMR 501.000 et seq., as applicable:

- a) Marijuana Establishment (“ME”) means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center.
- b) Medical Marijuana Treatment Center (“MTC”) means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying

Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.

- c) Final License means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- d) Fiscal Year means the time period beginning with July 1 and end with the following June 30.
- e) Community Impact Fee (“CIF”) means impact fee(s) claimed by the Municipality which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- f) Claimed Community Impact Fee (“Claimed CIF”) means impact fee(s) claimed by the Municipality which have not been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- g) Reasonably Related means a demonstrable nexus between the actual operations of a ME or MTC and an enhanced need for a Municipality’s goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Municipality shall not be considered Reasonably Related. Should there be a conflict between these definitions and those contained in 935 CMR 500.000 et seq. and/or 935 CMR 501.000 et seq., the Commission’s regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission’s regulations.

2. Prior Agreements and Release of Claims.

- a) On March 17, 2021 and September 20, 2021, the Company and the Municipality executed Host Community Agreements to operate Adult Use Marijuana Retailer and a Adult Use Marijuana Cultivator and Adult Use Marijuana Product Manufacturer, respectively (the “Prior Agreements”). The Parties amended these agreements on March 27, 2023.
- b) On June 4, 2024, the parties executed an agreement, which revoked those Prior Agreements. The Cannabis Control Commission disapproved the June 4 Agreement. Accordingly, as of the date of this Agreement, the Prior Agreements, as amended, and the June 4 Agreement, are revoked.

3. Authorized Operations.

The Parties stipulate that this Agreement provides permission for the Company to apply for, obtain, and operate the following selected license type(s) within the Municipality only:

- Marijuana Retailer
- Marijuana Cultivator (Indoor)
- Marijuana Product Manufacturer

4. Location.

The ME shall be located at 537 Great Road, Littleton. To the extent the Company wishes to relocate within the Municipality, a new HCA shall be required.

5. Compliance/Obligations.

- a) The Parties shall comply with all laws and regulations governing the operation of the license type(s) selected in Section 3, as applicable, including, but not limited to:
 1. G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, as the same may be amended from time to time, or its successor statute(s) if any.
 2. The Municipality's bylaws, local laws, ordinances, and zoning applicable to the operation of MEs/MTCs.
- b) The Company shall be responsible for obtaining from the Commission and the Municipality all licenses, permits, and approvals required for the operation of each license covered by the Agreement.
- c) The obligations of the Parties are contingent on the Company:
 1. Obtaining and maintaining a Final License from the Commission for operation of a license type(s) selected in Section 3 in the Municipality and maintaining such license; and
 2. The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) selected in Section 3 in the Municipality, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- d) This Agreement does not affect the authority of the Municipality to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, and ordinances of the Municipality. Nor does this Agreement affect the Municipality's ability to enforce any applicable law.
- e) The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.
- f) Upon written request of the Select Board, the Company agrees to attend public Select Board meetings to discuss odor related concerns at the MTC/ME and to work

collaboratively with the Municipality to mitigate such concerns; provided, however, that the Company receives the written request to attend the public meeting at least 10 business days prior to the meeting.

6. Annual Payments Responsibilities.

The Parties agree to the following provisions regarding annual payments responsibilities:

a) Community Impact Fees

1. There may be additional expenses and impacts including but not limited to impacts on the Municipality's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the Municipality that are Reasonably Related to the operation of the ME(s)/MTC(s).
2. To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the Municipality.
3. The Municipality shall not explicitly or implicitly require the Company to make a promise of upfront or future monetary payments, in-kind contributions, or charitable contributions to the Municipality, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
4. A Claimed CIF or CIF shall not exceed three percent of the gross sales of the Company, nor be calculated on a certain percentage of the Company's sales.
5. The Municipality shall not attempt to collect Claimed CIFs or CIFs relating to any operations occurring prior to the date the Company is granted a Final License by the Commission for any ME/MTC license(s) covered under this Agreement.
6. Nothing herein shall preclude the Municipality from assessing a CIF related to the 12-month period prior to the next anniversary of the date the Company's Final License is issued by the Commission even if such period includes a period of time prior to the Effective Date of this Agreement, provided the CIF is collected in accordance with all other requirements of this Section, but the Municipality shall be precluded from seeking to collect a CIF for any period prior to such 12-month period.
7. The Municipality shall not attempt to collect Claimed CIFs or CIFs from the Company that has held a Final License for more than nine (9) years for a particular ME(s)/MTC(s).
8. The Company received its Final License from the Commission for its Marijuana Retailer license on February 10, 2022 and will notify the Municipality within five (5) business days of the issuance of any other Final License it may receive from the Commission. Additionally, the Company shall notify the Municipality within five (5)

business days of the issuance of a renewal of a license to the Company by the Commission for any license covered under this Agreement.

9. The Municipality shall provide an annual itemized invoice of Claimed CIFs claimed by the Municipality that are Reasonably Related to the operations of the Company within one (1) month of the anniversary of the date the Company receives or received a Final License from the Commission for each license held by the Company located within the Municipality, if more than one. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Company's Final License date(s). Failure to provide said invoice within the prescribed time shall result in the Municipality forfeiting any Claimed CIF or CIF it may have been entitled to for the applicable year of the Company's operation.
10. The Municipality's itemized invoice shall specifically describe how the Claimed CIFs were spent, including a line item for each good or service charged, and a statement of its cost, purpose, and relation to the Company's particular operations.
11. The Company shall annually pay any undisputed Claimed CIF or CIF no later than the end of the current Fiscal Year or within 90 days of the date of the Commission's certification of the CIF, whichever is later.
12. The Company shall not be required to pay a Claimed CIF or CIF while the Claimed CIF or CIF is the subject of a nonfrivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction.

b) Waivers of Community Impact Fees

A Municipality may not assess Claimed CIFs or CIFs or may choose to not collect either in a particular year. Any such election shall not operate as a waiver of the Municipality's rights under this Agreement to collect a CIF in subsequent years.

c) Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the Municipality on noncannabis businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, sewer and water connection, and waste collection. The Municipality now affirms the following list of expected Generally Occurring Fees the Company will be required to pay:

- Utility fees: water, sewer, stormwater and electric, as applicable
- Fees collected in association with licenses, permits, and approvals, including, but not limited to, consultant fees and the hiring of a police detail; and
- Monetary fines or penalties for violations to federal, state, or local laws and regulations, provided such fines or penalties are permitted under federal or state law or the Town's bylaws and applicable to non-ME/MTC businesses as well. For sake of clarity, a fine or

penalty imposed because of a violation of the Municipality's general or zoning bylaw, including a provision of the bylaw applicable to the operation or siting of an ME/MTCs, would be considered a Generally Occurring Fee.

The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees provided herein.

d) Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid directly by the appropriate property owner.

e) Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

7. Security.

- a) The Company shall maintain security at its ME(s)/MTC(s) in accordance with the security plan presented to the Municipality. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of MEs/MTCs, as applicable, and the security thereof.
- b) The Company shall comply with all Commission and the Municipality security requirements as promulgated by state law, regulation, local law, ordinance, or bylaw.

8. Energy Usage.

The Company shall comply with the Commission's energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130, et seq., and, if applicable, comparative medical regulations.

9. Diversity, Equity, and Local Opportunities.

- a) The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.
- b) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.

- c) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.
- d) Within 30 days of issuance of the annual renewal license by the Commission, the Company shall provide the Municipality with written documentation demonstrating its progress to achieving goals outlined in Sections 9(a) through 9(c). The documentation should include hiring and employment data.

10. Effective Date, Term, and Termination.

- a) This Agreement shall be in full force and effect as of the Effective Date.
- b) The portion of this Agreement related to operation as a Marijuana Retailer shall terminate on the earlier of:
 - 1. On March 6, 2030, provided that if the Company is required by applicable law to have a host community agreement thereafter, then within 6 months prior to expiration, the parties will engage in good faith negotiations regarding a new agreement or HCA waiver;
 - 2. Revocation or termination of a Final License from the Commission for operation as a Marijuana Retailer;
 - 3. The permanent cessation of operations, as outlined in Section 11.b;
 - 4. Failure to pay any undisputed and certified CIF within 120 days of the date of the Commission's certification, provided, however, the Company shall be responsible for any disputed portion of any invoice if the Commission or a court of law determines such invoice to be a proper charge under G.L. c.94G.

Notwithstanding the foregoing, the Town shall retain the right to enforce the terms of this Agreement up to and through the date that it receives the final payments required pursuant to Section 6.a, above.

- c) Notwithstanding Section 10.b., the portion of this Agreement related to operation as a Marijuana Cultivator and Marijuana Product Manufacture shall terminate on the earlier of the below:
 - 1. Eight (8) years from the date that operations commence, provided that if the Company is required by applicable law to have a host community agreement thereafter, then within 6 months prior to expiration, the parties will engage in good faith negotiations regarding a new agreement or HCA waiver;
 - 2. Failure to obtain all required local and Commission approvals within two (2) years of the Effective Date of this Agreement;
 - 3. The lapse of any Special Permit issued by the Littleton Planning Board, pursuant to Section 173-7 of the Town of Littleton's Zoning Bylaw and G.L. c.40A, §9;

4. The permanent cessation of operations, as outlined in Section 11.b; or
5. Failure to pay any undisputed and certified CIF within 120 days of the date of the Commission's certification, provided, however, the Company shall be responsible for any disputed portion of any invoice if the Commission or a court of law determines such invoice to be a proper charge under G.L. c.94G.

Notwithstanding the foregoing, the Town shall retain the right to enforce the terms of this Agreement up to and through the date that it receives the final payments required pursuant to Section 6.a, above.

- d) Prior to or at the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

11. Notice of Discontinuance of Operations.

- a) The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice that shall be no less than 90 business days.
- b) The Company shall provide notice to the Municipality no less than 90 days prior to cessation or relocation of operations. This Agreement shall be void in the event that the Company ceases operations of its Marijuana Establishment in the Municipality for a period of greater than 60 days without substantial action to reopen or relocate such operations outside of the Municipality.

12. Governing Law and Severability.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a 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.

13. Confidentiality.

The Parties agree that all records in the possession of the Municipality are governed by G.L. c. 66, § 10, the Public Records Law.

14. Amendments/Waiver.

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

15. Successors/Assignees/Change of Ownership.

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the Municipality, which shall not be unreasonably withheld, delayed or conditioned.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company which would require approval by the Cannabis Control Commission; and/or (v) any assignment for the benefit of creditors.

16. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing one or more counterparts.

17. Signatures.

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

18. Notices

Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be made:

If to the Municipality:

Town Administrator
Town of Littleton
37 Shattuck Street, PO Box 1305
Littleton, MA 01460

With a copy to Town Counsel

Thomas J. Harrington
Harrington Heep LLP
40 Grove Street, Suite 190
Wellesley, MA 02482

If to the Company:

David Giannetta
Community Care Collective, Inc.
537 Great Road
Littleton, MA 01460

With a copy to Company's Legal Counsel

Phillip C. Silverman
Vincente LLP
800 Boylston Street, 26th Floor
Boston, MA 02199

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

Town of Littleton
Acting by and Through its Select Board

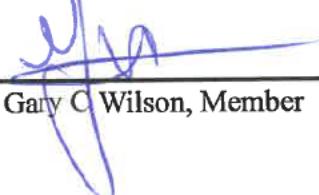


Mark Rambacher, Chair



Karen Lee Morrison, Vice Chair

Matthew Nordhaus, Clerk



Gary C. Wilson, Member

Charles Decoste, Member

Date: OCTOBER 7, 2024

Community Care Collective, Inc. d/b/a
"Collective" 

By: _____

Its: David Giannetta, Chief Executive Officer

Date: October 8, 2024



ITEM 2: STATE APPLICATION STATUS –
ACTIVE RETAIL LICENSE #MR283742



COMMONWEALTH OF MASSACHUSETTS

License Number Final Licensure Date
MR283742 **02/10/2022**

Pursuant to its authority under Chapter 94G and 94I of the
Massachusetts General Laws,

The Cannabis Control Commission hereby grants a
final license to:

Community Care Collective, Inc.

The Licensee is permitted to operate at the
following address(es):

537 Great Road
Littleton, MA 01460

The Licensee is permitted to
perform operations as:

Marijuana Retailer

Bruce Stebbins
Bruce Stebbins
Acting Chair

Ava Callender Conception
Ava Callender Conception
Commissioner

Kimberly Roy
Kimberly Roy
Commissioner

Debra Hilton-Creek
Debra Hilton-Creek
Acting Executive Director

Expiration Date

12/30/2025

The Licensee is subject to M.G.L. c. 94G, M.G.L. c. 94I, Commission regulations, Commission decisions, and all other legal requirements as applicable. The Licensee shall remain fully compliant with said requirements and legal authorities until such time that it is approved by the Commission to cease operations.



**ITEM 3: NO REQUESTED WAIVERS (SEE
CHECKLIST)**



ITEM 4: POLICIES AND PROCEDURES



 COLLECTIVE		Standard Operating Procedures	
Dispensing Procedures			

- 1) **Purpose:** Community Care Collective, Inc. ("Collective") shall implement dispensing procedures to provide for the safe, orderly, and legal sale of adult-use marijuana and marijuana products.
- 2) **Responsibilities:** This procedure applies to all individuals who are Agents or affiliated with ("Collective"). ("Collective") management will update procedures as needed per regulation or other mandates. This procedure will be reviewed at a minimum annually.
- 3) **Purpose: Sales Process**

3.1 Identification Verification

1. Collective will perform on-premises verification of identification for consumers.
 - a. Upon an individual's entry into Collective's retailer operations, an employee will immediately inspect the individual's proof of identification and determine that the individual is 21 years of age or older.
 - b. At the point of sale, a Collective Agent will re-verify the individual's identification and determine the individual's age.
2. All government-issued identification will be verified using an ID Scanner.
3. Collective Agents will not acquire or record Consumer personal information other than information typically required in a retail transaction, which can include identifying information to determine the Consumer's age.
4. Collective will not record or retain any additional personal information from Consumer without the Consumer's voluntary written permission.

3.2 Identification Pre-Verification

1. Should Collective elect to enter into Delivery Agreements with Delivery-Only Retailers for the purpose of transacting home deliveries to Consumers, Collective will establish a Pre-Verification process for Consumers who intend to place orders for delivery with Collective.
2. To comply with the requirements of pre-verification, Collective will require the Consumer to appear in-person at Collective to present the Consumer's valid, unexpired government-issued photo identification and examine the identification and verify that the individual Consumer presenting the identification is the individual Consumer that matches the identification, and that the individual Consumer is 21 years of age or older.



3. Collective will collect and maintain relevant information about the individual Consumer, for the purpose of transacting a delivery and ensuring that the recipient of a delivery. Information retained will include the individuals:
 - a. Name;
 - b. Date of birth;
 - c. Address;
 - d. Telephone number; and
 - e. Email address.
4. Any such information collected by Collective will be used solely for the purpose of transacting a delivery of Marijuana or Marijuana Products and shall be otherwise maintained confidentially.

3.3 Sales Process

All items must be scanned in using the provided barcode to ensure we are selecting the right product in the system to sell. There are no exceptions to this. If you find a product without a barcode, immediately report this to inventory so they can create/apply one.

Collective transactions are done using a “casino style” process. This means that all items must start on the left-hand side of the register and move to the right after scanning and checking the screen. This process catches and eliminates scanning errors causing discrepancies.

3.3.1 Walk-In Transaction SOP

Step 1: Check customer's identification. Place the items you are selling to the left-hand side of the register. This is the unscanned pile that will need to be added to the cart.

Step 2: Take the first item you want to add and scan the barcode. (Make sure you do not accidentally scan the QR code next to the barcode).

- Watch the screen to make sure the correct product pops up after scanning.
- If you have multiple quantities of a product, scan each individual barcode instead of scanning the same barcode multiple times. (THIS IS VERY IMPORTANT FROM AN INVENTORY STANDPOINT)

Step 3: Once the product is properly scanned and checked on the screen, place the product on the right hand side of the register. This is the already scanned product pile. Repeat steps 2 and three until all products are scanned in, checked on the screen and physically moved to the right hand side of the register.

Step 4: Once you have scanned all of your products and checked the screen to make sure it reflects EXACTLY what you have physically in front of you, read out



loud to yourself and the customer the contents of the cart. Your total number of physical products should match the number of items in the cart.

Step 5: Bag up your products after all the above steps are completed.

Step 6: Review the total with the customer and select the method of payment (Cash/debit/gift card etc.)

Step 7: Complete the transaction once you have the cash or card that went through.

Step 8: Take the dutchie receipt and put it inside the bag with the product.

Step 9: Hand the customer their bag and thank them for shopping with Collective!

3.3.2 Pre-Order SOP

Collective Transaction Guide

Step 1: Print the dutchie pre-order receipt from the terminal when a new order comes in

Step 2: Grab a pre-order basket and collect the items on the order.

Step 3: Once all of your items are gathered in the basket, place the basket on the left-hand side of the register.

Step 4: Type in the customer's last name in the "Find Guest" search bar. Select the customer's order once it is found.

Step 5: Scan the first item in the pre-order basket. Once the correct item is scanned into a pre-order, it will change to have a green check next to it (need help with this part on exactly how to tell when the correct product/quantity are scanned). If there are multiple quantities of a

product (someone ordered 5 golden goat pre-rolls) each individual item MUST be scanned in. This is extremely important from an inventory standpoint.

Step 6: Move the scanned item to the right-hand side of the register once it is scanned and checked. Repeat steps 5 and 6 until all items in the order are scanned in.

Step 7: Begin bagging the scanned products. Total the number of products you physically have and check that total with the number of items on the pre-order. As you pick up each item physically you should be finding it on the screen to make sure it is scanned correctly.

Step 8: Hit the "notify" button when you have completed the above steps. A text will be sent to the customer that their order is ready for pickup.

Step 9: Staple the dutchie pre-order receipt to the side of the bag.

Step 10: Place the bag with the receipt facing forward on the pre-order shelf.



3.4 Refusal of Sales

1. Collective will refuse to sell marijuana to any consumer who is unable to produce valid proof of government-issued identification.
2. Collective may refuse to sell marijuana products to a consumer if, in the opinion of an employee based on the information available to the employee at that time, the consumer or the public would be placed at risk.

3.5 Limitations of Sales

1. Collective will not sell more than one ounce of Marijuana or its combined dry weight equivalent in Marijuana concentrate or Edibles to a consumer per day.
 - a. One ounce of Marijuana flower shall be equivalent to five grams of active tetrahydrocannabinol (THC) in Marijuana concentrate including, but not limited to, Tinctures.
 - b. One ounce of Marijuana flower shall be equivalent to five hundred milligrams of active tetrahydrocannabinol (THC) in Edibles.
 - c. Topicals and ointments shall not be subject to a limitation on daily sales.
2. Collective demonstrates that it has a Point-of-sale System that does not allow for a transaction in excess of the limit.
3. Collective will not deliver, sell or otherwise distribute an Edible Marijuana Product for adult-use sales with potency levels exceeding the following:
 - a. For a single serving of an Edible, 5.5 milligrams (5.50 mg) of active tetrahydrocannabinol (THC);
 - b. In a single package of multiple Edibles to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 110 milligrams (110.00mg) of active THC; and
 - c. The THC content must be homogenous, or evenly distributed throughout the Edible Marijuana Product. A Retail Marijuana Product will be considered to not be homogenous if 10% of the infused portion of the Marijuana Product contains more than 20% of the total THC contained within entire Marijuana Product.
4. Collective will not sell marijuana products containing nicotine or marijuana products containing alcohol, if sales of such alcohol would require licensure.

3.6 Point of Sales System and Systems Data

1. Collective's POS system Dutchie, will be approved by the Commission, in consultation with the DOR prior to use.
2. Collective will not utilize software or other methods to manipulate or alter sales data and will undergo best efforts to prevent the manipulation of such data.



3. Collective 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.
 - a. Collective will maintain records that it has performed the monthly analysis and produce it upon request to the Commission.
4. If Collective 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:
 - a. Collective will immediately disclose the information to the Commission;
 - b. Collective will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - c. Collective will take such other action directed by the Commission.
5. Collective will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
6. The Commission and the DOR may audit and examine the point-of-sale system, Duthie, used by Collective in order to ensure compliance with Massachusetts tax laws.
7. Collective will maintain and provide to the Commission on a biannual basis accurate sales data collected by Collective during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products.

3.7 Sale of Vaporizer Devices

1. In the event Collective offers Marijuana Vaporizer Devices for sale to Consumers, Collective will include signage at the point of sale, that is legible and enlarged and contains the following statements:
 - a. "Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled."
 - b. "Consumers shall have access to the test results of Marijuana Vaporizer Devices including copies of any Certificates of Analysis provided by the device's manufacturer."
2. Collective will also provide a physical insert to Consumers that accompanies all purchased Marijuana Vaporizer Devices that states, including capitalization and emphasis, the following:
 - a. "Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled."
3. The sale of disposable and reusable vaporizer pens and devices will be accompanied by a product insert identifying the materials used in the vaporizer



device's atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material), and manufacturer identification of the device hardware, cartridge, battery and other components.

4. Collective will make available the information contained in 935 CMR 500.105(5)(c)(6) in the product description at the point of sale and as part of any product list posted on Collective's website.
5. Collective will retain all records of purchases from any Product Manufacturer or supplier of any ingredient, additive, device, component part or other materials provided to Collective about Marijuana Vaporizer Devices sold at Collective.
6. Records will be made available to the Commission upon request.

3.8 Testing

1. No marijuana product, including marijuana, may be sold or otherwise marketed for use that was not previously tested by a Commission-approved testing laboratory.
2. Test results will be obtained and reviewed prior to accepting a wholesale transfer of product.

4) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed



DIVERSITY PLAN

Overview

Community Care Collective, Inc. (“Collective”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

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

Goals

In order for Collective to promote equity for the above-listed groups in its operations, it has established the following goals:

1. Hiring and maintaining a staff of individuals with diverse backgrounds consisting of 25% veterans, 10% women, 10% individuals identifying as LGBTQ+, 5% people with disabilities, and 10% minorities; and
2. Hosting or participating in at least one (1) annual, free workshop to assist minorities, women, veterans, persons with disabilities, and individuals identifying as LGBTQ+ with creating resumes, cover letters, and references for entering the adult-use marijuana industry.

Programs

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

1. Hiring and Recruitment Program:
 - a. Distributing quarterly interoffice newsletters (i.e. email correspondence between employees/office of Collective) to employees to encourage the recruitment of veterans, women, minorities, people with disabilities, and individuals identifying as LGBTQ+; and
 - b. Placing job advertisements (as positions become available, but not less than annually) in diverse publications such as DiversityWorking.com and Hirepurpose.com.
2. Annual Workshops:
 - a. Hosting or participating in at least one (1) annual, free workshop to assist minorities, women, veterans, persons with disabilities, and individuals identifying as LGBTQ+ with creating resumes, cover letters, and references for entering the adult-use marijuana industry. Due to the uncertainty surrounding COVID-19, Collective has not yet determined an exact venue for these workshops and may

also consider hosting such workshops online (depending on any State of Emergency directives);

- b. Workshops will be able to accommodate no fewer than twenty (20) individuals; and
- c. Workshops will be advertised in diverse publications and job boards such as DiversityWorking.com and the Rumbo newspaper.

Measurements

The Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Collective continues to meet its commitments. Such measurable outcomes, in accordance with Collective's goals and programs described above, include:

- 1. Conducting a bi-annual audit that includes employment data, including the number of individuals from the above-referenced demographic groups who were hired and retained;
- 2. Documenting quarterly interoffice newsletters to employees to encourage the recruitment of members of diverse populations;
- 3. Maintaining records of employment opportunity postings in diverse publications such as DiversityWorking.com and Hirepurpose.com;
- 4. Documenting any and all workshops hosted or participated in, as well as the total number of participants in such workshops; and
- 5. Maintaining records of any advertisements placed for such informational sessions.

Beginning upon receipt of Collective's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Collective will begin to utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Executive Officer will review and evaluate Collective's measurable outcomes quarterly to ensure that it is meeting its commitments. Collective is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- 1. Collective 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.
- 2. Any actions taken, or programs instituted, by Collective will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



 COLLECTIVE		Standard Operating Procedures	
Energy Compliance Plan			

- 1) Purpose:** Community Care Collective, Inc. ("Collective") shall implement policies and procedures to provide for compliant energy efficiency and conservation.
- 2) Responsibilities:** This procedure applies to all individuals who are Agents or affiliated with ("Collective"). ("Collective") management will update procedures as needed per regulation or other mandates. This procedure will be reviewed at a minimum annually.
- 3) Procedures:** Collective will demonstrate consideration of the following factors:
 1. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
 2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
 4. Engagement with energy efficiency programs offered pursuant to [M.G.L. c. 25, § 21](#), or through municipal lighting plants.
- 4) Energy Efficiency and Conservation**
 1. Collective has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities.
 2. Our facility has been fully designed with features including energy efficiency LED lighting. All lighting other than accent lighting is equipped with motion sensors to automatically turn off lights when no one is present. Lighting also auto dims to reduce the use of electricity when it senses other light sources.
 3. Our team is dedicated to consistently striving for sustainability and emissions reduction. Collective has considered opportunities for renewable energy generation.
 4. Collective is pursuing the following strategies to reduce electric demand.
 - a. Programs may include lighting schedules, active load management and energy storage programs.



5) Standards and Recordkeeping

1. Collective will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly.
2. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b).
3. Collective will regularly check for such guidelines and continue to follow the Commission's standards.

6) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed

Energy and Environment Compiled Guidance

Checklist for Energy Compliance

INVENTORY PROCEDURES

Community Care Collective, Inc. (“Community Care Collective”) will maintain real-time inventory in compliance with 935 CMR 500.105(8), including, at a minimum, maintaining inventory of marijuana plants; marijuana plant seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. All marijuana seeds, clones, plants, and marijuana products will be tagged and tracked within Metrc.

Community Care Collective will utilize Metrc, a real-time seed-to-sale tracking system, which will provide the electronic tracking of individual marijuana plants, including during cultivation, growth, harvest and preparation of marijuana products (as applicable), and final sale. Metrc will allow Community Care Collective to utilize unique-plant and unique-batch identification numbers to accurately track inventory.

Community Care Collective will:

- Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana;
- Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
- Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
- Promptly transcribe inventories if taken by use of an oral recording device.

The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory. All inventory records will be kept in accordance with Community Care Collective’s record keeping procedures. Community Care Collective’s agents will document and Community Care Collective will report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.

Community Care Collective will only sell and market inventory that is capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Waste Disposal

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be segregated from other products and destroyed in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Specifically, liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR

5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

Organic material, recyclable material, and solid waste generated at a marijuana establishment will be redirected or disposed of as follows:

1. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
2. To the greatest extent feasible:
 - a. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
 - b. Any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.
3. Solid waste containing marijuana waste will be ground up and mixed with solid wastes such that the resulting mixture renders the marijuana unusable for its original purposes. Once such marijuana waste has been rendered unusable, it will be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located.

No fewer than two Community Care Collective agents will witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Community Care Collective will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Community Care Collective agents will be present during the disposal or other handling, with their signatures. Community Care Collective will keep these records for at least three years. Community Care Collective understands that this period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Community Care Collective.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Community Care Collective 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: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Community Care Collective shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.



 COLLECTIVE		Standard Operating Procedures	
Personnel Policies			

- 1) Purpose:** Community Care Collective, Inc. (“Collective”) shall implement personnel policies and procedures to provide for the safe, orderly, and legal sale of adult-use marijuana.
- 2) Responsibilities:** This procedure applies to all individuals who are Agents or affiliated with (“Collective”). (“Collective”) management will update procedures as needed per regulation or other mandates. This procedure will be reviewed at a minimum annually.
- 3) Alcohol, Smoke, and Drug-Free Workplace**
 - a. Collective believes in a drug-free, healthy, and safe workplace.
 - b. Agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner.
 - c. While on-premises and while conducting business-related activities off-premises, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.
 - d. Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent’s ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered.
 - e. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent’s performance, safety, and/or judgment so that the appropriate accommodations can be made.
 - f. Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or require participation in a substance abuse rehabilitation or treatment program.
 - g. Such violations may also have legal consequences.
 - h. Collective will provide notice to Law Enforcement Authorities and the Commission, no more than twenty-four (24) hours after the incident occurs.

4) Personnel Records

1. Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records.



2. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Collective and will include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to obtain a marijuana establishment agent registration;
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. A copy of the application that Collective submitted to the Commission on behalf of any prospective Collective agent;
 - f. Documentation of periodic performance evaluations;
 - g. A record of any disciplinary action taken;
 - h. Notice of completed Responsible Vendor Training Program and in-house training.
 - i. A staffing plan that will demonstrate accessible business hours;
 - j. Personnel policies and procedures, including, at a minimum, the following:
 - i. Code of ethics;
 - ii. Whistle-blower policy; and
 - iii. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link and includes provisions prohibiting discrimination and providing reasonable accommodations.
 - k. All background check reports, including iCORI.
3. Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:
 - a. Results of initial background investigation, including CORI reports completed by Creative Services Inc and reviewed by the Chief Operating Officer or the Director of Operations and Personnel;
 - b. Documentation that references were checked prior to the agent being hired;
 - c. Offer letter from Collective to the new agent, including job title and supervision;
 - d. Materials submitted to the Commission for agent registration purposes;
 - e. Documentation of annual performance reviews;
 - f. Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).



- g. Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

5) Agent Background Checks

1. In addition to completing agent registration process, all agents hired to work for Collective will undergo a detailed background investigation prior to being granted access to Collective or beginning work duties.
2. Agents must consent to screening for the following, among others:
 - a. Past criminal convictions;
 - b. Past drug-related offenses;
 - c. Professional licenses;
 - d. Docket search of state and federal criminal & civil actions;
 - e. Bankruptcies, liens & judgments; and
 - f. Healthcare licenses & sanctions.
3. References provided by the agent will be verified at the time of hire.
4. As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
5. As a condition of their continued employment, agents must renew their registration cards and submit to other background screenings required by Collective or the Commission.

6) Job Descriptions

6.1 Director of Security

Under the supervision of the Chief Operating Officer and the Director of Operations, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Collective, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

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



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

6.2 Security Agent

Security Agents monitor the state-of-the-art security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to Collective facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat which jeopardizes customers, authorized visitors, and Collective agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to Collective facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Collective agents from the facility during non-business hours and performing security checks at designated intervals.



6.3 Director of Inventory

The Director of Inventory is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all marijuana and marijuana products;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage, and transfer records;
- Maintaining documents with each day's beginning and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

6.4 Inventory Associate

Inventory Associates support the Director of Inventory during day-to-day operations. Responsibilities include but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the Dutchie;
- Ensuring waste is properly stored, either in the Plant Trash Room or the General/Non-Plant Trash Room; and
- Coordinating waste disposal schedule and ensuring Collective's policies and procedures for waste disposal are adhered to.

7) Customer Confidentiality

1. Information held by Collective is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties.
2. Collective agents will receive confidentiality training during new hire orientation.
3. Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement, as necessary.



8) Protections for Sensitive Data

1. Employees may only utilize an inventory tracking system approved by the Commission in consultation with DOR, and authorized by Collective. This system will comply with regulatory standards and help prevent theft.
 - a. Employees should confirm the software is working appropriately and its features to ensure security, theft protection, compliance, and manipulation or alteration of sales data are equipped prior to usage.
 - b. Employees must manage and maintain all hardware.
 - c. Employees must ensure the system links properly to our SSAE 16 certified server locations, so the highest standard of security is maintained.
 - d. Employees must ensure our redundant routers are functioning properly in order to maintain business records and system functionality in the event of an automatic failure.
 - e. Employees must ensure system authentication is encrypted via industry-standard SSL with the use of a server-based platform.
2. Employees must conduct a monthly analysis of Collective equipment and sales data to confirm 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. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined 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, employees must:
 3. Immediately disclose the information to their supervisor, who must inform the Commission.
 4. Cooperate with the Commission in any investigation regarding manipulation or alteration of sales data.
 5. Take any such other action directed by the Commission to comply with operational requirements.
 6. Employees work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. Employees must ensure protections for our network servers, including SSL and its location in a locked Limited Access Area under twenty-four (24) hour surveillance, are in place.
 7. Employees may provide information to customers via email, upon request. The email must be sent on a secure server, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.
 8. Employees must ensure compliance with all recordkeeping requirements, including regulations from the Commission and any directives from DOR, including Directive



16-1. Employees must utilize separate accounting practices for marijuana and marijuana product sales, and non-marijuana sales.

9) Whistleblower Policy

1. It is Collective's intent to protect its integrity, ensure the highest standards of conduct among its staff, and adhere to all applicable laws and regulations.
2. Collective, therefore, encourages staff to report any reasonable belief that a legal violation or breach of Collective policies have potentially occurred due to any practice or activity by Collective or its team members, clients, or vendors.
3. If an agent believes or has knowledge to believe that a Collective agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity that jeopardizes Collective's assets or agents, he/she should immediately report the incident to the Director of Security or the Chief Operating Officer.
4. Alternatively, a team member may provide an anonymous report, but anonymous reports must include enough specific facts to enable Collective to investigate the matter.
5. Collective will not retaliate against a staff member who, in good faith, reports any potentially improper activity.
6. Nor will Collective tolerate any other staff retaliating against or attempting to influence the team member for such reports.
7. Any staff who engages in retaliation will be subject to discipline up to and including termination of employment.
8. The Director of Security will lead the investigation, with assistance from the Chief Operating Officer and the agent's manager, if necessary.
9. Investigations will be completed as discreetly and confidentially as is determined to be practical.
10. If it is determined that an agent engaged in illegal or prohibited activity, Collective will take appropriate disciplinary measures against the offending agent(s).
11. Disciplinary measures include but are not limited to warnings, suspensions, and termination.
12. The Chief Operating Officer will inform the agent who made the complaint of the results of the investigation upon its completion.
13. It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent's employment.
14. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Director of Security.

10) Code of Business Conduct and Ethics

1. Collective expects its employees to adhere to a standard of personal and professional conduct and integrity.



2. Such standard ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs.
3. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.
4. Due to the "at will" nature of the employment, Collective may terminate any employee at any time, with or without cause, including, but not limited to the following guideline grounds for suspension and/or termination:
 - a. Supplying false or misleading information when applying for employment, or at any time during employment;
 - b. Altering or falsifying records;
 - c. Possessing weapons or illegal substances on the premises;
 - d. Soliciting or receiving gratuities or other benefits in any form from vendors doing business with Collective;
 - e. Theft or unlawful possession of stolen, lost or mislaid property of Collective, including records, or the property of a customer or another employee;
 - f. Committing immoral or indecent conduct, soliciting persons for immoral purposes, or aiding and/or abetting any of the above;
 - g. Refusal or failure in performing assigned work, or any act of insubordination;
 - h. Engaging in any act of violence, or disorderly conduct, threatening or using abusive language, rudeness, or similar acts to any employee or customer;
 - i. Negligence or carelessness;
 - j. Abusing, defacing or destroying Collective property;
 - k. Excessive tardiness and/or absenteeism;
 - l. Uttering, publishing, or distributing false, vicious, or malicious statements concerning Collective or any of its employees, vendors or customers;
 - m. Performance of duties that, as determined by such employee's supervisor, is substandard as to means, manner, efficiency, actual result, or potential result, or otherwise harmful or potentially harmful to Collective or its customers;
 - n. Exceeding one's authority;
 - o. Violations of applicable law, including without limitation the Foreign Corrupt Practices Act and any other anti-corruption and anti-kickback laws; and
 - p. Committing any act which (a) shocks, insults or offends the community; (b) brings Collective or any of its owners, directors, officers, employees, agents or other representatives into public disrepute, contempt, scandal or ridicule, (c) reflects unfavorably upon Collective or any of its owners, directors, officers, employees, agents or other representatives, or (d) otherwise adversely affects or could adversely affect the success of Collective.
 - q. Failing to take reasonable steps to learn all local and state regulations governing cannabis and staying updated on all applicable changes in law.
 - r. Failing to immediately notify Senior Management of any local, state, or federal regulator or law enforcement contacts and failing to cooperate with Senior Management regarding timely and accurately responding to regulators.



- s. Making unauthorized representations or claims about Company's products or unlawful medical claims about Company's products.

10.1 Competition

1. Transparent, fair conduct in the marketplace is in everyone's best interests. In order for us to maintain our own image as a reliable and responsible partner, Collective Agents are obliged to comply with rules on fair competition and firmly stand up against any illegal attempts to influence the market or restrict free competition and any breaches of competition and antitrust law.
2. This includes the principle that the interests of Collective must be kept strictly separate from the personal interests of employees involved in all business matters.
3. In particular, Collective stipulates that the following guidelines must be observed in terms of conduct with regard to corporate competition:
 - a. Agreements with competitors on market behavior, e.g., agreements on prices, capacity, market sharing or boycotts with regard to third parties, are forbidden.
 - b. Unfair commercial practices, such as exerting direct or indirect pressure over customers, suppliers or other partners, are forbidden.
 - c. Exchanging information with competitors, for example about prices, conditions, capacity, costs or similar confidential data, is forbidden.
 - d. Industrial espionage is forbidden.
 - e. Distributing information which is known to be incorrect (e.g., via competitors) is forbidden.
4. All of these guidelines also apply in full to work carried out in and on national or international associations, committees, lobby groups, and similar bodies.

10.2 Corruption and the Acceptance of Benefits

1. Collective Agents are obliged to firmly stand up against any form of corruption, bribery and acceptance of benefits.
2. They are strictly forbidden from directly or indirectly accepting or offering money, non-monetary benefits (e.g., invitations), or other benefits (e.g., purchasing opportunities with special conditions) in order to influence business processes (e.g., in connection with the award and/or preparation and handling of contracts and the acquisition and execution of projects).
3. Any activities or statements that could cast doubt over this approach are forbidden. Collective Agents must make it clear to third parties that they cannot be influenced or corrupted by personal advantages and that they do not intend to influence or corrupt others.
4. In the case of doubt, our employees must also refuse to accept and/or must return low-value tokens of appreciation and also politely but firmly turn down hospitality and/or insist on splitting the bill in the case of business meals.



5. Collective employees may make allowances for local, country-specific customs, e.g., in terms of hospitality, after giving them careful consideration.
6. Our company also has clear internal rules on donations and sponsorship.
7. Collective does not and will not make donations to political parties, individuals, profit-oriented organizations, or groups whose aims are at odds with our company principles under any circumstances.
8. All sponsorship is carried out transparently by means of a written contract and exclusively for business purposes, ensuring that there is an appropriate relationship between the service provided and the service received in return.

10.3 Conflicts of Interest

1. As part of their work, Collective Agents may find that their economic or other personal interests' conflict with the interests of the company.
2. In order to minimize the risk of such conflicts of interest and maximize impartiality, all company employees are obliged to report any existing or potential conflict of interest to their line manager or other relevant focal point when it arises and/or is foreseeable. Conflicts of interest may arise on account of the following circumstances, *inter alia*:
 - a. Secondary employment.
 - b. Involvement of a team member in the company of a customer, supplier, partner, or a rival company of Collective.
 - c. Involvement of a relative or other person with close connections to an employee in any of the examples mentioned above.
 - d. Relative or other person with close connections to an employee who is authorized to make decisions or able to influence a decision as a representative of the opposite party in commercial transactions. Where appropriate, Collective will find suitable measures in cooperation with the individual(s) concerned in order to avoid or rectify conflicts of interest for all those involved.
 - e. Engaging in outside business activities involving Company suppliers, subcontractors, government officials, cooperative research partners, or other federal agencies.
3. Questionable activities may also include serving on the board of directors of a company doing business with Collective, significant ownership in a company, consulting with or working for a company with activities inconsistent with regulations or failing to disclose outside business activities.
4. In accordance with the regulations, no person or entity may have Direct or Indirect Control of more than three licenses in a particular class, except as otherwise specified in 935 CMR 500.000. Persons or Entities Having Direct Control means any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:



- a. An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
- b. A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
- c. A Close Associate;
- d. A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to:
 - i. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 - ii. To appoint more than 50% of the directors or their equivalent;
 - iii. To appoint or remove Corporate-level officers or their equivalent;
 - iv. To make major marketing, production, and financial decisions;
 - v. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - vi. To earn 10% or more of the profits or collect more than 10% of the dividends.
- e. A Person or entity appointed as a receiver.

5. Persons or Entities Having Indirect Control means any person or entity having indirect control over operations of a Marijuana Establishment.

6. It specifically includes persons or entities having control over an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

11) Americans with Disabilities Act (ADA)

- 1. Collective is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring employment opportunities for qualified persons with disabilities.
- 2. All employment practices and activities are conducted on a non-discriminatory basis.
- 3. Collective Agents with disabilities are made aware of their rights under <https://www.mass.gov/service-details/about-employment-rights>.
- 4. Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions.
- 5. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.
- 6. Qualified individuals with disabilities are entitled to equality with respect to pay and other forms of compensation (or changes in compensation), job assignments, classifications, organizational structures, and position description.
- 7. Collective is also committed to not discriminating against any qualified applicants because such applicants are related to or associated with a person with a disability.
- 8. To the extent applicable, leave will be available to all qualified agents on an equal basis.
- 9. This policy is neither exhaustive nor exclusive.



10. Collective is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

12) Dismissal of Marijuana Establishment Agents

1. Collective asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date.
2. Collective reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period.
3. An exit interview will be scheduled on or near the final day of employment.
4. Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month.
5. Under federal law, resigning agents are entitled to participate in Collective's group health plan at their own expense for at least eighteen (18) months.
6. Collective will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation.
7. Collective will notify the Commission no more than one (1) business day after the agent's employment concludes.
8. Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to Collective's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
9. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

13) Exit Interview

1. Agents who resign from Collective may be asked to complete an exit interview with their manager or a member of the executive management team.
2. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at Collective and to gather suggestions for how Collective can improve policies and practices.
3. Exit interviews are designed and intended to be constructive for both Collective and agents.
4. As a result, Collective does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.



14) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Community Care Collective, Inc. (“Community Care Collective”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Community Care Collective agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

In the event Community Care Collective discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m).

Community Care Collective will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

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



COLLECTIVE		Standard Operating Procedures	
Prevention of Diversion			

- 1) Purpose:** Community Care Collective, Inc. ("Collective") shall implement policies and procedures to provide for the prevention of diversion of adult-use marijuana.
- 2) Responsibilities:** This procedure applies to all individuals who are Agents or affiliated with ("Collective"). ("Collective") management will update procedures as needed per regulation or other mandates. This procedure will be reviewed at a minimum annually.
- 3) Procedures:** Considerations regarding diversion prevention measures include, but are not limited to, Collective agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, analysis, or retail sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.
- 4) Inventory Control and Handling of Marijuana**
 1. Collective will maintain real-time inventory, and tracking and tagging all marijuana and marijuana products, using Metrc.
 - a. Tracking marijuana and marijuana products from seed to sale with frequent audits of inventory will deter theft or diversion and allow for an immediate response in the event inventory discrepancies are discovered.
 2. Records are kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and that Collective will comply with all other recordkeeping requirements.
 3. Where waste and finished products that cannot be sold may be vulnerable, marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, are stored in a separate area, until such products are destroyed.
 4. Collective will use a secure container for such products, maintain an electronic and written log of products pending destruction and audit the contents in association with inventory audits.
- 5) Safe and Secure Storage of Marijuana**
 1. All finished marijuana products are stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss.
 2. All security requirements are followed, including implementing sufficient safety measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana.
 3. Collective limits access to the vault to CEO, COO, Director of Operations, Director of Purchasing, Director of Inventory, Director of Marketing and Inventory specialist.



4. All Limited Access Areas are identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height.
5. Access to Limited Access Areas is restricted to employees, agents or volunteers specifically permitted by Collective, agents of the Commission, Commission Delegates, and state and local Law Enforcement Authorities acting within their lawful jurisdictions, police and fire departments, and emergency medical services acting in the course of their official capacity.
6. All outside vendors, contractors and Visitors must obtain a Visitor Identification Badge prior to entering a Limited Access Area and must be escorted at all times by a Collective Agent authorized to enter the Limited Access Area.
7. Collective will prevent loitering and ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises.
8. Security personnel is responsible for monitoring exterior surveillance footage and notifying the Director of Security or a designee when an individual remains on the premises beyond a reasonable amount of time.
9. In addition, the facility has signage stating that loitering is prohibited.

6) Security System

1. Video cameras will be located in all areas that may contain marijuana, vaults or safes for the purpose of securing cash, at all points of entry and exit and in any parking lot which will be appropriate for the normal lighting conditions of the area under surveillance.
2. The cameras are directed at all safes, vaults, sales areas and areas where marijuana is stored, handled or dispensed, or where cash is kept and processed.
3. Video cameras are recording 24/7 and allow authorized Collective agents to view activity on the premises in real-time.
4. Collective has an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement, the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements.
5. The security system will be audited by a vendor-approved by the Commission, and all security equipment will be in good working order and inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.



7) Limitations on Sales

All other operating requirements for retail sale are followed, including:

1. Limiting sales to one ounce of marijuana or its combined dry weight equivalent in Marijuana concentrate or Edible to a retail customer per day;
2. Utilization of a point-of-sale (POS) system approved by the Commission, in consultation with the DOR and does not allow for a transaction in excess of the limit or the potency levels;
3. Refusing to sell Marijuana Products to a Consumer if, in the opinion of the Agent based on the information available to the agent at that time, the Consumer or the public would be placed at risk.
 - a. This includes, but is not limited to, the Consumer engaging in daily transactions that exceed the legal possession limits or that create a risk of diversion; and
4. Providing educational materials to consumers stating that they may not sell marijuana to any other individual and which include information regarding penalties for possession and distribution of marijuana in violation of Massachusetts law.

8) Collective Products

1. Collective will not provide samples or give away marijuana to consumers.

9) Identification Verification

Collective will perform on-premises verification of identification for consumers and visitors.

1. Upon an individual's entry into Collective's retailer operations, an employee will immediately inspect the individual's proof of identification and determine that the individual is 21 years of age or older.
2. Identification will be verified using Veriscan software, a system designed to verify the authenticity of government issued identification.
3. If the government issued identification presented by an individual seeking access is not valid, they will not be permitted to enter the facility and will be asked to leave the premises immediately.
4. In addition to the primary verification, at the Point of Sale, Agents will re-verify the consumers identification via a visual inspection.
5. If an Agent suspects identification is not valid at either verification point, a Security Agent will be notified to conduct an additional inspection and assist with escalation of the issue if the individual must be escorted off the premises.

10) Employee Training and Discounts

1. To further prevent internal diversion, Collective will offer employees a 30% discount on Collective adult-use products sold at Collective dispensaries.
2. Offering a discount will encourage the legal purchase of marijuana where an employee may otherwise not be able to afford it.



3. Employees are made aware of crime prevention techniques.
4. Any Collective agent who has diverted marijuana is immediately dismissed, and this is reported to law enforcement and to the Commission.
5. All employees involved in the handling and sale of marijuana for adult use complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and comply with all other marijuana establishment agent training requirements.

11) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed



 COLLECTIVE		Standard Operating Procedures	
Qualifications and Training			

- 1) **Purpose:** Community Care Collective, Inc. (“Collective”) shall implement policies and procedures to provide for the safe, orderly, and legal sale of adult-use marijuana and marijuana products.
- 2) **Responsibilities:** This procedure applies to all individuals who are Agents or affiliated with (“Collective”). (“Collective”) management will update procedures as needed per regulation or other mandates. This procedure will be reviewed at a minimum annually.
- 3) **Procedures:**
 1. The Chief Operating Officer and the Chief Executive Officer will evaluate hiring needs on an ongoing basis.
 2. Hiring procedures include:
 - a. Internal and external posting of the position.
 - b. Candidate interviews.
 - c. Reference checks.
 - d. Background checks.
 3. Collective is dedicated to hiring local residents, when possible.
 4. Collective is committed to building a professional environment for all of our agents.
 5. Collective is committed to complying with all laws and Commission regulations, maintaining high standards of ethical conduct in dealings with Collective agents, customers, vendors, and the community at large.
 6. Collective seeks to hire individuals who are dedicated and motivated, resulting in advancement whenever possible.
 7. In order to promote job satisfaction and employee retention, we will communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company.
Collective will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter.
 8. Agents are expected to be present during department meetings as well as company-wide meetings.

4) Hiring Process

1. Prospective employees will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring.



2. All offers will be contingent upon the successful completion of all required background investigations, including an iCORI, agent registration, and proof of employment eligibility in the U.S.
3. Collective will comply with EEOC guidelines and will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or genetic information and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.
4. Collective will focus hiring efforts on the goals and programs developed by the company to support the Diversity and Positive Impact Plans approved by the Commission during the application and licensing.

5) Marijuana Establishment Agent Training

5.1 General Training Policies

1. The Director of Human Resources is responsible for employee training. Any training not specific to Responsible Vendor Training may be conducted by the Director of Human Resources, department managers, and other third-party vendors.
2. The Director of Human Resources must inform employees that as a condition of employment, they are required to complete training prior to performing job their functions. Training will be tailored to the roles and responsibilities of the job function of each employee, and at a minimum, will include Responsible Vendor Training, training on confidentiality and other topics as specified by the Commission.
3. The Director of Human Resources must maintain records of all training requirements for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

5.2 Timing and Amount of Employee Training

1. The Director of Human Resources is responsible for ensuring that all employees complete Responsible Vendor Training within ninety (90) days of hire.
2. In addition to Responsible Vendor Training, the Director of Human Resources is tasked with conducting new employee orientation. This orientation covers all training required by Collective for the individual to be well-prepared and successful in their job duties.
3. At a minimum, the Director of Human Resources must provide eight (8) hours of ongoing training annually. This training must be tailored to the roles and responsibilities of the job function of each employee.
 - a. The Director of Human Resources must ensure that a minimum of four (4) hours of training is from the Responsible Vendor Training Program. Any



additional Responsible Vendor Training over four (4) hours may count toward the eight (8) hour total training requirements.

- b. Non-Responsible Vendor Training provided by Collective, including basic on-the-job training, will count towards the eight (8) hour training requirement.
4. The Director of Human Resources must ensure that employees responsible for tracking and entering product into Metrc receive eight (8) hours of ongoing training annually.

5.3 Responsible Vendor Training

1. The Director of Human Resources is responsible for ensuring that all individuals at Company that are involved in the handling or sale of marijuana for adult use, either at the time of licensure or at renewal, have attended and successfully completed a Responsible Vendor Training Program.
2. The Director of Human Resources must ensure employees complete:
 - a. Responsible Vendor Basic Core Curriculum.
 - b. Responsible Vendor Advanced Core Curriculum, once Basic Core Curriculum is complete.
3. The Director of Human Resources may choose to exempt administrative employees who do not handle or sell marijuana from mandatory Responsible Vendor Training.
4. The Director of Human Resources must ensure that new employees complete Responsible Vendor Training within ninety (90) days of hire.

5.4 Employee Training Modules

1. In addition to Responsible Vendor Training, the Director of Human Resources, with the assistance of Collective management, must ensure that all employees are well prepared for their employment duties. Prior to being granted access to any secure areas, handling any marijuana products, or engaging in any customer transactions, the Director of Human Resources must ensure employees receive the following training:
 - a. Overview of Collective Employee Handbook, including Collective employment policies and procedures.
 - b. Security procedures and responsibilities.
 - c. Confidentiality and privacy policies.
 - d. Recordkeeping and inventory management requirements.
 - e. Compliance and regulatory review.
 - f. Anti-diversion protocols.
 - g. Workplace safety and emergency protocols.



- h. Customized training for the individual's specific job function, by the employee's supervisor or manager. This must include a review of all Company written operating policies and procedures.
- i. For those employees responsible for entering product into Metrc, seed-to-sale tracking training in a form and manner determined by the Commission.

6) Estimated Staffing Levels

1. During our hours of operation (which are subject to change), Collective Retail Agents will be available for customers to assist with any questions they may have and complete sales transactions using a Point of Sale ("POS") System.
2. The number of employees on-site will vary depending on operational needs.
3. Agents will be dedicated to filling orders and ensuring products are properly labeled pursuant to Collective's labeling requirements prior to dispensing.
4. Security Agents will be available as needed with the number of agents on duty varying according to operational needs.

7) Organizational Structure

1. Collective encourages employee development and empowerment.
2. Employees are encouraged to provide input and suggest new policies and processes on a regular basis.
3. The Manager of each department is responsible for oversight of the agents under their supervision.
4. The General Manager is responsible for day-to-day oversight of the Premises.
5. The Chief Operating Officer and Chief Executive Officer will oversee the operation as a whole.

8) Staffing Records

Personnel Records at a minimum will include:

1. Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Collective and will include, at a minimum, the following:
 - a. All materials submitted to the Commission;
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual



indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- e. Documentation of periodic performance evaluations; and
- f. A record of any disciplinary action taken.
- g. Notice of completed responsible vendor and eight-hour related duty training.
- 3. A staffing plan that will demonstrate accessible business hours;
- 4. Personnel policies and procedures; and
- 5. All background check reports.

9) Hours of Operation and After-Hours Contact

- 1. Collective will maintain and publish its after-hours contact information and hours of operation.
- 2. The following hours of operation and after-hours contact information will be provided to the Commission and made available to law enforcement officials upon request:

9.1 Hours of Operation

Billerica Location

Sunday - Monday 9am-9pm
Tuesday – Wednesday 9am-10pm
Thursday – Saturday 9am-11pm

Littleton Location

Sunday – Wednesday 9am – 9pm
Thursday – Saturday 9am - 10pm

9.2 After-Hours Contact Information

David Giannetta
781-953-4452
DavidG@collective-cannabis.com

Joseph Barrila
781-698-9895
JoeB@collective-cannabis.com

- 3. Collective will update the after-hours contact information and business hours.



10) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed

QUALITY CONTROL AND TESTING

Quality Control

Community Care Collective, Inc. (“Community Care Collective”) will comply with the following sanitary requirements:

1. Any Community Care Collective agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Community Care Collective agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Community Care Collective’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Community Care Collective’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Community Care Collective’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Community Care Collective will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Community Care Collective’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Community Care Collective’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Community Care Collective’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Community Care Collective will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Community Care Collective acknowledges

and understands that the Commission may require Community Care Collective to demonstrate the intended and actual use of any toxic items found on Community Care Collective's premises;

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

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

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

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

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

Testing

Community Care Collective will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use

that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Community Care Collective for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Community Care Collective's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Community Care Collective's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Community Care Collective's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Community Care Collective acknowledges and understands that the Commission may require additional testing.

Community Care Collective's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Community Care Collective and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Community Care Collective will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing

for no less than one year. Community Care Collective acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Community Care Collective's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Community Care Collective for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Quality Control Samples provided to employees may not be consumed on Community Care Collective's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Community Care Collective will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and

3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.”

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Community Care Collective will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.



 COLLECTIVE		Standard Operating Procedures	
Recordkeeping Policy			

- 1) Purpose:** Community Care Collective, Inc. ("Collective") shall implement policies and procedures to provide for safe, orderly, and legal recordkeeping.
- 2) Responsibilities:** This procedure applies to all individuals who are Agents or affiliated with ("Collective"). ("Collective") management will update procedures as needed per regulation or other mandates. This procedure will be reviewed at a minimum annually.
- 3) Purpose:** Collective has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Collective documents. Records will be stored at Collective in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

To ensure that Collective is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Collective's quarter-end closing procedures. In addition, Collective's operating procedures will be updated on an ongoing basis as needed.

4) Recordkeeping

4.1 Corporate Records

1. Collective must keep and maintain the following records that require, at a minimum, annual reviews, updates, and renewals, including:
 - a. Insurance Coverage.
 - b. Product Liability Policy.
 - c. General Liability Policy.
 - d. Umbrella Policy.
 - e. Workers Compensation Policy.
 - f. Employer Professional Liability Policy.
2. Third-Party Laboratory Contracts.
3. Commission Requirements:
 - a. Annual Agent Registration for the first year and Tri-annual thereafter.
 - b. Annual Marijuana Establishment Registration.



4. Local Compliance:
 - a. Certificate of Occupancy.
 - b. Special Permits.
 - c. Variances.
 - d. Site Plan Approvals.
5. Corporate Governance:
 - a. Annual Report.
 - b. Secretary of State Filings.
 - c. Board of Directors Meetings.
 - d. Minutes from Board of Directors Meetings.

4.2 Business Records

1. Collective must keep and maintain the following records that require ongoing maintenance and updates. These records can be electronic or hard copy, and at a minimum include:
 - a. Assets and liabilities.
 - b. Monetary transactions.
 - c. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers.
 - d. Sales records including the quantity, form, and cost of marijuana products.
 - e. Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Collective.
 - f. List of all executives of Collective, and members, if any, which must be made available upon request by any individual.

4.3 Personnel Records

1. Collective must keep and maintain the following records that at a minimum will include:
 - a. Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions.
 - b. Personnel record for each Collective agent. Such records will be maintained for at least 12 months after termination of the agent's affiliation with Collective and will include, at a minimum, the following:
 - c. All materials submitted to the Commission.
 - d. Documentation of verification of references.
 - e. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - f. 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.

- g. Documentation of periodic performance evaluations; and
- h. A record of any disciplinary action taken.
- i. Notice of completed responsible vendor and eight-hour related duty training.
- 2. A staffing plan that will demonstrate accessible business hours.
- 3. Personnel policies and procedures.
- 4. All background check reports obtained.

5) Marijuana and Other Records

5.1 Handling and Testing Records

- 1. Collective will maintain the results of all testing for a minimum of one (1) year.

5.2 Inventory Records

- 1. The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- 2. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

5.3 Seed-To-Sale Tracking Records

- 1. Collective will use Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission, including, at a minimum, an inventory of marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- 2. Collective's Point of Sale System, Dutchie will integrate with the Metrc system and update records in real-time.

5.4 Incident Reporting Records

- 1. Collective will provide written notice to the Commission within ten (10) calendar days of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information.
- 2. Collective will report and provide supporting documents, including photos and surveillance video related to a reportable incident for no less than one year or



the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

5.5 Visitor Records

1. Collective will maintain a visitor sign-in and sign-out log at the security office.
2. The visitor records will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
3. Security Agents will audit the visitor log every day.

5.6 Waste Disposal Records

1. When marijuana or marijuana products are disposed or handled, Collective will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Collective agents present during the disposal or handling, with their signatures.
2. Collective will keep disposal records for at least 3 years.
3. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

5.7 Security Records

1. Collective will retain twenty-four (24) hour recordings from all video cameras for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
2. All surveillance recordings as well as a current list of authorized employees and service personnel that have access to the surveillance room will be made available to the Commission upon request.

5.8 Transportation Records

1. Collective will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

5.9 Agent Training Records

1. Collective will retain documentation of all required employee training, including:
 - a. Training regarding privacy and confidentiality requirements.
 - b. Responsible Vendor Training.



- c. A signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

5.10 Vendor Sample Records

1. Upon Collective providing vendor samples to our employee's, Collective will record:
 - a. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Vendor Sample;
 - b. The date and time the Vendor Sample was provided to the employee;
 - c. The agent registration number of the employee receiving the Vendor Sample; and
 - d. The name of the employee as it appears on their agent registration card.

6) Closure

1. In the event Collective closes, all records will be kept for at least 2 years at Collective's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission.
2. In addition, Collective will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

7) Record Retention

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

8) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed



 COLLECTIVE		Standard Operating Procedures	
General Security Policy			

- 1) **Purpose:** Community Care Collective, Inc. (“Collective”) shall implement security policies and procedures to provide for the safe, orderly, and legal sale of adult-use marijuana and marijuana products.
- 2) **Responsibilities:** This procedure applies to all individuals who are Agents or affiliated with (“Collective”). (“Collective”) management will update procedures as needed per regulation or other mandates. This procedure will be reviewed at a minimum annually.
- 3) **Purpose:** Management Roles and Requirements

3.1 Collective

1. Will establish limited access areas accessible only to specifically authorized personnel, which will include only the minimum number of employees essential for efficient operation.
2. Will keep all safes, vaults, and any other equipment used for the production, cultivation, harvesting, processing, or storage of marijuana and marijuana products securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

3.2 Director of Security

1. Under the supervision of the Chief Operating Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Collective. In addition, the Director of Security:
 - a. is responsible for implementing and administering the Security Policies and Procedures as prescribed as well as any approved changes;
 - b. serves as the primary point of contact for law enforcement for all security-related matters;
 - c. will continuously develop and update emergency policies and procedures for securing all marijuana or marijuana product following any instance of diversion, theft, or loss of marijuana and will conduct an assessment to determine whether additional safeguards are necessary;
 - d. will develop sufficient additional safeguards as required by the Commission for any Collective facility that presents special security concerns;



- e. will develop procedures to prevent loitering;
- f. will provide security administration and management for Collective;
- g. will ensure Collective agents undergo required background screening prior to being granted access to the premises and/or offered employment, including but not limited to screening of financial history, criminal history, previous employment and known affiliations, and any other information required by the Cannabis Control Commission (“Commission”);
- h. will ensure secure storage and workspaces are properly monitored and safeguarded; Collective will store all finished marijuana in a secure, locked safe or vault and in such a manner as to prevent diversion, theft, and loss;
- i. will ensure compliance and adherence to the Commission’s regulations;
- j. will, in coordination with Collective agents, establish and maintain a secure visitor management program, including a visitor log;
- k. will provide initial security training program for new agents as well as annual training for all agents;
- l. will conduct training for staff regarding emergency standard operating procedures, including steps that need to be followed in case of an emergency;
- m. will establish and maintain safe and secure policies and procedures for transportation; and
- n. Will, in collaboration with the Chief Operating Officer, update the Security Policies and Procedures as needed; at a minimum the Security Policies and Procedures will be updated/reviewed on an annual basis.

The Security Agent will implement a Written Information Security Plan. All password protection and digital information protection will follow the guidance provided by the Office of Consumer Affairs and Business Regulations 201 CMR 17.00.

- o All electronic devices have limited access. Only the management team and IT will have the ability to upload or change any electronic device settings.
- o Collective has designated the IT and the General Manager with the maintenance and supervision of WISP implementation and performance.
- o All digital storage of personal information is stored with providers (OneDrive, Leaf Logix, CRM software) who maintain compliance with Massachusetts WISP law. Collective limits access to all personal information solely to the management team.
- o Any physical storage of personal information records will be kept in locked file cabinets per Commission regulations and will only be accessible by the management team.
- o Passwords will be reset every 180 days.
 - a. Passwords will be reset in the event of termination of employees
 - b. Passwords will be reset in the event of breach of security
- o All passwords will follow the following default password complexity –
 - a. It must contain characters from all of the following groups:
 - i. Uppercase letters (A through Z)



- ii. Lowercase letters (A through Z)
- iii. Base 10 digits (0 through 9); non-alphanumeric characters (special characters): (~!@#\$%^&* -+=`|\(){}[];'"<>,.?/)
- o Collective agents will be trained on not sharing password, pins or other credentials utilized to access email accounts and point-of-sale system.

In the event a Collective agent suspects a phishing attack, based on any misspellings, grammatical errors and the time and date that the phone call, text message or email was received, they will notify the Security Agent immediately.

3.3 Managers

1. Managers are responsible for ensuring security measures within each division of Collective.

3.4 Agents of Collective

Agents of Collective:

1. Access to Products will be limited to Collective agents who have a need and who are also capable of safeguarding such products. Unauthorized agents and visitors will not have access to Product.
2. Collective agents with approved access to Products are responsible for the product when in their control. Agents will also be responsible for safeguarding any Products that come into their possession while performing assigned duties.
3. Collective agents will ensure that marijuana in excess of the quantity for normal, efficient operation is disposed of appropriately.
4. Agents will promptly report any safety or security concerns regarding agents, consumers, or visitors to the Director of Security.
 - a. This includes any information that reflects adversely upon the integrity or general character of an agent; information that indicates the agent's inability to safeguard Products, or any other information that may jeopardize Collective's operations in any way; and any information that may adversely affect the security and safety of the premises.

4) Proximity Access Cards

1. In addition to the identification badges worn by all agents, proximity card readers will secure all Limited Access Areas and will only be issued to those agents who require access to Limited Access Areas to complete job functions.
2. Access Cards will be issued and accounted for in Collective's Access Card database and be maintained in accordance with Collective's recordkeeping requirements. Each access



card will grant access to specific zoned areas for authorized access; access may be limited as necessary.

3. Agents will not be permitted to take Access Cards from the licensed premises.
4. At the beginning of each business day, Collective agents must check in at the Security booth where security agents will verify agent identification prior to providing the Agent with their Access Card.
5. When an Access Card is provided to an Agent, Collective security agents will retain the Agent's government-issued identification in exchange for the card.
6. This will effectively require Agents to return the Access Card at the end of their shift.
7. Collective's Access Card policy will not only add an additional layer of access control but allow security agents to maintain real time information regarding which individuals are on-site at the Facility.

5) Security Response Plans

5.1 Investigative Response to Alarms

1. Collective will have security agents on site as-needed according to operational needs and requirements.
2. If the Intrusion Detection System ("IDS"), video surveillance, or other means indicate the presence of a potential intruder, security agents will immediately contact law enforcement by dialing 911.
3. The IDS first notifies Astronaut Security Technologies, the CEO and COO via email/text/phone then law enforcement.
4. Security agents will, at a minimum, provide the following to the 911 operator:
 - a. Number of suspected intruders;
 - b. Physical description of the suspected intruders; and
 - c. Location within the facility of the suspected intruders.

5.2 Response to Hostile Intruder

1. Agents will immediately dial 911 or activate one of the panic/duress alarms located throughout the Facility and connected to local law enforcement authorities.
2. Agents will alert all occupants within the Facility to find a safe location.
3. If deemed life threatening, agents will not engage or confront the intruder—await response from law enforcement.
4. If safe to do so, agents will evacuate the surrounding area immediately.
5. Agents will close and secure all doors.
6. If unable to safely exit the building, agents will seek shelter in a room where doors can be locked or barricaded securely.
7. Agents will turn off lights in room.
8. Agents will remain out of sight of doors and windows.



9. Agents will remain quiet and turn off the volume on cell phones.
10. Once safely in a secure room, security agents or any other individual will contact law enforcement by dialing 911 and give the location and number of people in the room.
11. Agents will follow all instructions provided by the 911 operator.
12. If unable to speak, agent will leave phone line open to allow the 911 operator to hear what is occurring in the room.
13. If responding law enforcement officials are encountered, our agent will keep hands elevated and palms visible.
14. If the fire alarm sounds, agents will remain in place unless fire or smoke is detected or advised to do so by the 911 operator.
15. Agents will not carry items in hands that could be mistaken as a weapon.
16. When possible, security agents will assist those with disabilities and those with any injuries by escorting them to the nearest safe exit or safe area.
17. If able to safely exit the Facility, agents will not return until it is declared safe to do so by law enforcement and/or fire officials.
18. Agents will follow all instructions issued by law enforcement and/or fire officials.

5.3 Response to Hostile Customer

In the case of an individual who demonstrates verbal or physical aggression toward employees, visitors, or consumers:

1. Try to calm the individual down by speaking to them in a respectful manner so as not to further agitate them.
2. Individually listen to the individual's needs or complaints to see if the issue can be resolved at that time.
3. Any employee can do this, but if the situation escalates, inform the manager on duty.
4. If speaking to the individual does not deescalate the situation, Management personnel will inform the individual that they will regain their composure, or they may be escorted from the premises.
5. If this does not deter the individual, security will be notified.
6. If the individual refuses to leave on their own accord, security will escort the individual off the premises.
7. If the individual becomes physically aggressive (i.e. throwing things, touching others, or otherwise threatening to harm anybody), they will be escorted off the premises.
8. If the situation escalates any further, press one of the silent alarms and remain calm until law enforcement arrives.
9. Document the encounter and inform the Commission.



5.4 Response to Criminal Trespass/Indication of Security Compromise (Non-Hostile)

1. In the event an agent detects that criminal trespass has occurred, the agent should report this information to the Director of Security or a security agent immediately.
2. Security agents will remain at the location of suspected compromise when possible.
3. Agents will immediately notify the Director of Security for a determination of actions to be taken.
4. Agents will secure the compromised area and conduct an inventory of the contents and check for tampering or missing inventory.
5. If necessary, the Director of Security will request assistance from law enforcement and notify the Commission as required.
6. If immediate evacuation is necessary due to an emergency, storage containers and controlled areas will be examined upon return to determine whether Products or cash were left unattended or if any Products or cash are missing following an inventory check. The Director of Security will prepare an Incident Report that will be submitted to the Chief Operating Officer.
7. Any emergency or event that would inhibit or prevent the proper safeguarding of inventory will be reported immediately to the Director of Security.

5.5 Theft or Robbery

1. Employees will not try to confront the assailant.
2. Press the closest silent alarm and wait for law enforcement to arrive.
3. Remain in place, do not move, and do not engage the assailant(s).
4. As soon as it is safe to do so, Management personnel will contact local law enforcement. State agencies will be notified as specified in local security procedures.

5.6 Response to Fire

1. In the event of a fire, the agent discovering the fire will immediately dial 911 and activate the internal fire alarm.
2. If safe to do so and at the agent's discretion, the agent may extinguish the fire.
3. If possible, agents leaving the affected area should attempt to turn off electrical equipment and close doors to prevent the spread of smoke or fire.
4. All occupants will exit the building using the nearest safe exit.
5. Occupants will assemble for a "roll call" in the parking lot nearest the handicap spaces ensuring that they remain clear of responding fire apparatus.
6. Smoke and fire alarms to be tested on a monthly basis.



7. Fire extinguishers and the fire suppression system to be tested/inspected on an annual basis.
8. The Director of Security will perform and document an annual fire evacuation drill in consultation with the local fire department.
9. Fire evacuation maps will be clearly posted around Collective facility and agents will review the maps on an ongoing basis.

5.7 Emergency Evacuation Plan

1. In the event of a fire or other emergency in which evacuation is necessary, an agent designated by the Director of Security will be responsible for coordinating and directing an orderly evacuation of each assigned section of Collective Facility. Drills for evacuation and lockdown will be coordinated with law enforcement. Evacuation priorities for agents consist of the following:
 - a. Moving occupants who are closest to the danger to a safe area near or at an emergency exit;
 - b. Directing occupants to evacuate the building through the nearest emergency exit; and
 - c. After safely exiting the building, proceeding directly to the predetermined assembly area to participate in “roll call” led by the Director of Security.
2. In the event that Collective receives a bomb threat, the agent receiving the threat should immediately notify a manager and dial 911. In the event of a bomb threat and/or explosion, all occupants should be evacuated as described above.
3. In the event of a fire, the agent discovering the fire should activate the internal fire alarm immediately.
4. Security agents should dial 911.
5. If safe to do so and at the agent’s discretion, the agent will attempt to extinguish the fire.
6. If possible, agents leaving the affected area will attempt to turn off electrical equipment and close doors against the fire.
7. All occupants will exit the building using the nearest safe exit.
8. Occupants will assemble for a “roll call” in the designated evacuation area, ensuring that they remain clear of responding fire apparatus.
9. Smoke and fire alarms will be tested on a monthly basis.
10. Fire evacuation maps will be clearly posted throughout Collective Facility.

5.8 Hazardous Weather/Shelter-In-Place

1. Evacuees will follow the public official’s instructions on the Emergency Alert System station.



2. In the event that hazardous weather or other natural or manmade circumstances require a shelter-in-place order, the following procedures will be performed by security agents to implement the sheltering plan:
 - a. Announce to agents that a shelter-in-place has been advised and that the sheltering plan will be implemented;
 - b. If safe to do so, allow agents to depart prior to putting shelter procedures into place;
 - c. Take "roll call" and record the number of agents who will be sheltering in the facility;
 - d. Secure and lock all doors and windows;
 - e. Move agents to a designated sheltering room in the center of the facility; and
 - f. Continue monitoring Emergency Alert System, radio, TV, and other methods of communication to determine when an "All Clear" is issued and the shelter-in-place can be lifted.

6) Employee Security Policies

1. Employees will ensure that Collective facilities and limited access areas are only accessed by authorized personnel and individuals.
2. All employees will be assigned access keys, cards, and personal security codes.
 - a. These access controls are always to be protected and used only by the authorized employees.
3. Collective will prohibit keys from being left in the locks or stored or placed in a location accessible to an individual other than those that are authorized personnel.
4. All employees will always wear their badge in a visible, above-the-waist location.
5. Security Agents will determine an individual's reason for accessing the facility whether the individual is an employee or visitor of Collective and review federal or state photo ID and verify that the individual is over 21 years of age.
6. Visitors will sign-in and sign-out on a visitor log.
 - a. Each visitor will receive a visitor badge for use while on site and return the badge prior to leaving the site.
 - b. Visitors will display their visitor badge and be escorted while on the premises.
7. The Commission or its delegates may arrive for an inspection announced or unannounced and will be granted access to any area of the facility, as requested.
8. If an unauthorized individual attempts to enter Limited Access Area or a restricted no access area, the individual will be informed that only authorized personnel is allowed in that area and will be escorted out.
9. Emergency visitors, e.g., emergency medical professionals or law enforcement, etc., will be signed-in per local procedures.



10. Panic buttons are placed throughout the facility. If safe to do so, these buttons will be used if intruders enter the facility, a robbery occurs, or if the safety of any employee or patron becomes threatened.
11. If at any time the access controls are lost or compromised, the employee will notify their supervisor immediately and assist with the recovery process as necessary.
12. It is the responsibility of every employee to aid in the security of Collective through prevention, awareness, reporting, and responsible incident management.
13. Employees are responsible for supervising all Product and cash at all times throughout their shift.
14. Any Product being shown to a visitor or consumer will immediately be placed back in the product's designated area. No Product may be left unsupervised at any time.
15. Employees will be trained to identify suspicious behavior and to be observant of their surroundings.
16. All employees are required to pay special attention to their surroundings upon opening and closing the facility.
17. It is strict Collective policy that all employees closing for the day leave the facility together and never alone.
18. Employees are responsible for reporting any suspicious activities from visitors, consumers, or their colleagues to their supervisor immediately.

7) Operations Security

7.1 Detecting Diversion

1. The following observations could lead to the detection of diversion:
 - a. An individual purchases an unusually large amount of Products on a frequent basis.
 - b. Large purchases are made in an unreasonably short time frame.
 - c. An individual requests large purchases be packaged in smaller containers.
 - d. In a confidential matter, employees will use their best judgment when observing consumer purchasing habits.

8) Limited Access Areas

8.1 Consumer Access

1. All individuals trying to access a Collective retailer facility will be positively identified to limit access to individuals age 21 years or older.
2. Collective agents will positively identify all consumers seeking to purchase Products from the Dispensary and to confirm that each individual is 21 years or older.



3. Agents will use the Veriscan system to verify the authenticity of the identification presented upon accessing the premises and visually inspect the identification at the point of sale.

8.2 Authorized Visitor Access

1. Authorized visitors (i.e. outside vendors, contractors and visitors will be issued a Visitor Badge and be escorted by an authorized Collective agent at all times.
2. Agents will be notified when an authorized visitor is entering a Limited Access Area.
3. Authorized visitors are prohibited from remaining on the premises once the purpose of their visit has been completed.

8.3 Visitor Access Procedures

1. Photograph identification, such as a valid driver's license, will be required for all authorized visitors.
2. Collective agents will positively identify all visitors and to confirm that each individual is 21 years or older.
3. Visitor Record: A visitor sign-in and sign-out record will be required. This record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
4. Visitors will be provided a Visitor ID which must be visibly displayed at all times while they are on the premises.

8.4 Access Control to Limited Access Areas

1. Limited Access Areas will be clearly identified with a posted sign that will be a minimum of 12" x 12" and states "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height.
2. Limited Access Areas will be clearly described by the filing of a diagram of Collective Premises, in the form and manner determined by the Commission, reflecting entrances and exits, walls, partitions, counters, storage, disposal and retail sales areas.
3. The minimum number of authorized agents essential for efficient operation will have access to inventory, cash, and management offices. Access will be restricted using zoned proximity reader key cards and by maintaining internal automatic locking doors.
4. Agents will visibly display their Collective ID badge while performing job duties on-site or off-site.
5. Agents may not bring bags, camera phones, backpacks, or purses from the break room into the areas where consumers and other visitors are present. Agents will use



individual lockers for storing personal belongings during scheduled work hours. Any item that could be used for diversion may be prohibited at the discretion of the Director of Security.

6. All outside vendors contractors and visitors will obtain a Visitor Identification Badge prior to entering a Limited Access Area and will be escorted at all times by an Collective authorized to enter the Limited Access Area. All Visitors will be logged in and out and that log will be available for inspection by the Commission at all times. All Visitor Identification Badges will be returned to Collective on exit.
7. In the event that Collective conducts operations under multiple license types at one facility, Collective may establish Limited Access Areas for each licensed activity that overlap in shared hallways and access points, provided that operations under each license type are segregated and a Collective Agent has access only to the areas where activities are conducted pursuant to the license under which Collective Agent is registered.

9) Security

9.1 Perimeter Controls, Monitoring, and Controlled Access

1. Individuals who are not engaged in an activity expressly permitted are prohibited from the premises of an Collective facility.
2. Proper lighting will be used and maintained at all times, including after normal business hours, in and around an Collective facility. The lighting will include areas around the premises including entry and exit points, parking areas, and the perimeter fence lines.
3. Foliage on the premises will be maintained in a manner that does not allow persons to conceal themselves from sight.
4. All entry points and perimeter windows will be alarmed.
5. The perimeter will be monitored twenty-four (24) hours a day by a remote monitoring center and security agent(s).

9.2 Building Access Controls

1. Access will be controlled by card proximity readers and monitored using cameras, and a buzzer system.
2. The building will remain locked at all times Immediately upon entry to the building, all individuals (visitors, employees, vendors, etc.) will proceed to the check in area for identification verification and visitor badge issuance if applicable.



9.3 Security Checks and Inspections

1. The Director of Security or a designated alternate will conduct regularly scheduled security checks of Collective facility.
2. As an added precaution, areas within Collective facility (i.e., inventory) will be routinely checked throughout the day and at the beginning and close of each operational period to ensure that materials, equipment, and rooms appear to be properly maintained.
3. If an area is not found to be in order, security agents will contact the Retail Manager as well as the Director of Security and document the incident in a report to be approved by the Director of Security.
4. The Director of Security or authorized security agents will perform a security check of the perimeter of the facility and the interior prior to opening and closing the building for employees at the start of the day. The inspection will include but is not limited to:
 - a. A complete a daily morning walk-through of the entire Facility in order to screen for evidence of attempted intrusion, any system failures, verifying full inventory of living plants, stored marijuana and ingestible items.
 - b. Verify the appearance, cleanliness, organization, and preparedness of the Facility.
 - c. Check all cameras, alarms and security systems for alerts.

9.4 Prohibited Items and Weapons

1. Items that constitute a threat to agents, state and local law enforcement, consumers, visitors, and Collective facility are expressly prohibited on the premises.
2. This includes, but is not limited to, items such as illegal firearms, knives, pepper sprays, chemicals, explosives, clubs, box cutters, and any items deemed unlawful by law enforcement.

9.5 Intrusion Detection System (IDS)

The custom IDS includes intrusion detection, camera monitoring, fire alarms, motion sensors, and proximity reader components, among other features.

- Central Monitoring Station:
 - The IDS has multiple redundancies in place to ensure connectivity with the central monitoring station including, but not limited to, a secure connection using digital, wireless, and radio-controlled frequencies.
 - When the central monitoring station detects an intrusion, malfunction, or tampering, security agents, law enforcement, and management will be notified within five (5) minutes after the failure, either by text message, email, or



telephone. If needed, repairs to the IDS system will be made immediately or within a 24-hour period.

- IDS Operations
 - The IDS will have all external zones activated twenty-four (24) hours a day, and internal zones will be armed on a regularly scheduled time period. A daily record will be maintained at Collective facility and will identify the person responsible for setting and deactivating the IDS. In most cases, the system will self-arm on a regularly scheduled basis, and all exterior points of access will be armed at all times.
 - A failure to activate or deactivate the IDS will be reported to the Director of Security and a record will be maintained for at least ninety (90) days.
 - Records will also be maintained for ninety (90) days indicating time of receipt of alarm, name of security staff responding, time of dispatch to Collective facility, response time until security staff arrived at the alarm location, nature of the alarm, and relevant response actions.
 - Security Booth
 - All security system equipment and recordings will be maintained in a secure location on-site that will remain locked.
 - Access to the designated rooms will be limited to those agents that are essential to surveillance operations, law enforcement authorities acting within their lawful jurisdiction, authorized security system service personnel, and the Commission.
 - A current list of authorized agents and service personnel that have access to designated security rooms and surveillance rooms will be made available to the Commission and law enforcement officials upon request.
 - Power Outage
 - Collective has a natural gas powered generator that will provide electricity to all security systems in the event of a power outage for a minimum of four hours and, if it appears likely that the outage will last for more than four hours, Collective will take sufficient steps to ensure security on the premises in consultation with the Commission. This power source will remain independent from the main power source.
 - Collective will immediately notify appropriate law enforcement authorities and the Commission within twenty-four (24) hours in the event of a failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.

9.6 Video Surveillance

1. Video recordings will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will have the ability to be



archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.

2. Video surveillance cameras are located in all areas that may contain Products including all points of entry and exit to Collective, the perimeter of the building, and in all parking lot areas. In addition, the following requirements will be met:
 - a. Cameras will be present in all areas within Collective facility.
 - b. Camera placement is capable of clearly capturing any person entering/exiting Collective facility.
 - c. All video recordings contain a date/time stamp.
 - d. Cameras will be angled to capture a clear and certain identification any person entering/exiting Collective or restricted area and lighting conditions will be appropriate for the area under surveillance.
 - e. Video cameras will be capable of producing clear, color, high-resolution photo (live or recorded), and images will include date/time frame recording that does not obscure the photo. Twenty-four (24) hour recordings from all video cameras will be available for immediate viewing by the Commission upon request.
 - f. A failure notification system that provides an audible, text or visual notification of any failure in the security system will be included. The failure notification system will provide an alert to designated employees of Collective within five minutes after the failure, either by telephone, email or text message.
 - g. These recordings will be retained for a minimum of ninety (90) days, will not be destroyed or altered, and will be retained as long as necessary if Collective is aware of a pending criminal, civil, administrative investigation or legal proceeding for which the recording may contain relevant information.
 - h. All security equipment (cameras, alarms, etc.) will be kept in good working order; and subject to inspection and testing at intervals not to exceed thirty (30) calendar days from the previous inspection and test.

9.7 Redundant Notification Systems

1. Collective will have a perimeter alarm on all building entry and exit points and perimeter windows.
2. Collective will have a failure notification system that will send an alert to the CEO, COO, and the Director of Operations by telephone, email and text message.
3. Notification is first provided to Astronaut Security Systems followed by the CEO, COO and Director of Operations.



9.8 Internal Alarms

1. For the safety of all agents, consumers, state or local law enforcement, and authorized visitors, panic/duress/holdup alarm will be located in the vault, point of sale stations, security booth, and throughout the back of house halls of the facility and connected to local law enforcement authorities.
2. Collective will demonstrate to the Commission's satisfaction alternate safeguards to ensure continuous operation of a security system.

10) Incident Reporting

Reportable Incidents: Collective will immediately notify local law enforcement officials and the Commission within twenty-four (24) hours after discovering the following:

1. discovery of inventory discrepancies;
2. diversion, theft or loss of any Marijuana Product;
3. any criminal action involving or occurring on or in the Marijuana Establishment Premises or Licensee or agent;
4. any suspicious act involving the sale, cultivation, distribution, processing or production of Marijuana by any Person;
5. unauthorized destruction of Marijuana;
6. any loss or unauthorized alteration of records related to Marijuana;
7. an alarm activation or other event that requires response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional services departments, or security personnel privately engaged by the Marijuana Establishment;
8. the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours;
9. a significant motor vehicle crash that occurs while transporting or delivering Marijuana or Marijuana Products and would require the filing of a Motor Vehicle Crash Operator Report pursuant to G.L. c. 90 § 26, provided however that a motor vehicle crash that renders the Licensee's vehicle inoperable shall be reported immediately to state and local law enforcement so that Marijuana or Marijuana Products may be adequately secured; or
10. any other breach of security.



11) Internal Audit

11.1 Security Audits

1. In addition to the monthly security system inspection, Collective will perform an annual-security system audit using an external vendor approved by the Commission.
2. The audit report will be submitted to the Commission no later than thirty (30) calendar days after the audit is conducted.
3. If the audit identifies areas for improvement related to the security system, Collective will also submit a plan to mitigate those concerns within ten (10) business days.

11.2 Security Recordkeeping

1. The Director of Security is responsible for maintaining all security-related records and reports.

12) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed



 COLLECTIVE		Standard Operating Procedures	
Storage of Marijuana and Marijuana Products			

- 1) Purpose:** Community Care Collective, Inc. ("Collective") shall implement policies and procedures to provide for the safe, orderly, and legal handling of adult-use marijuana.
- 2) Responsibilities:** This procedure applies to all individuals who are Agents or affiliated with ("Collective"). ("Collective") management will update procedures as needed per regulation or other mandates. This procedure will be reviewed at a minimum annually.
- 3) Purpose:** Collective will implement the following sanitary requirements:
 1. Any Collective agent whose job includes contact with Marijuana or non-edible Marijuana Products, is subject to the requirements for food handlers specified in [105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements](#);
 2. Any Collective agent working in direct contact with the preparation of Marijuana or non-edible Marijuana Products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness and washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
 3. Hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities are located in the Production Areas and where good sanitary practices require employees to wash and sanitize their hands. Next to each sink there are effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
 4. Ensure sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
 5. Litter and waste will 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 will be maintained in an adequate manner;
 6. Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
 7. Adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;



8. Buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. Collective's water supply will be sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
11. Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout Collective facility. Plumbing properly conveys sewage and liquid disposable waste from Collective. There will be no cross-connections between the potable and wastewater lines;
12. Collective will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
13. Products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms;
14. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers; and
15. If Collective transports marijuana or marijuana products, 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).

4) Handling of Waste Disposal

1. If Collective disposes of their own waste, no fewer than two Collective agents will witness and document how the solid waste or organic material containing marijuana is handled on-site including, but not limited to, the grinding up, mixing, storage and removal from Collective.
2. When marijuana products or waste is disposed or handled, Collective will create and maintain an electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and



the names of the two Collective agents present during the disposal or other handling, with their signatures.

3. Collective will keep these records for at least three years.
4. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

5) Storage Requirements

1. Marijuana and marijuana products will be stored in a designated vault room, a highly secure interior room within a Limited Access Area of Collective facility.
2. No marijuana products or byproducts will be left unsecured or unattended at any time.
3. Records of the date/time and the agents present when the storage vault is opened will be maintained via sign-in logs at the storage vault.
4. Security containers, final product storage vaults, cabinets, and other authorized storage containers will be kept locked when not under the direct supervision of an authorized agent entrusted with the contents.

5.1 Secure Storage Area & Vaults

1. Storage areas and vaults will have clearly posted Limited Access Area signs and be monitored by additional security measures, including surveillance in the room, and motion detection.
2. The minimum number of authorized agents essential for an efficient operation will be granted access to storage areas and vaults.
3. A list of authorized agents will be kept and maintained by the Chief Operating Officer and updated as needed.
4. Cash will always be stored separately and never commingled in the same room.

5.2 Storage Conditions

1. Collective will maintain the following conditions for its storage areas:
 - a. provide adequate lighting, ventilation, temperature, humidity, space, and equipment;
 - b. have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have become open or breached, until such products are destroyed;
 - c. storage areas will be maintained in a clean and orderly condition;
 - d. storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
 - e. storage areas will also be maintained in accordance with the security requirements.

6) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed



 COLLECTIVE		Standard Operating Procedures	
Transportation Procedures			

- 1) Purpose:** Community Care Collective, Inc. ("Collective") shall implement policies and procedures to provide for the safe, orderly, and legal receiving of adult-use marijuana and marijuana products.
- 2) Responsibilities:** This procedure applies to all individuals who are Agents or affiliated with ("Collective"). ("Collective") management will update procedures as needed per regulation or other mandates. This procedure will be reviewed at a minimum annually.
- 3) Procedures:** Collective will only receive marijuana from licensed facilities. In the event that any marijuana product is undeliverable or refused by Collective, Collective will ensure that it is transported back to its originating facility.
- 4) Storage During Transport**
 - a. Products will be transported in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products and cannot be easily removed.
 - b. Collective Agents must ensure the following conditions are met prior to transport:
 - i. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination, while also protecting against deterioration of finished products or their containers.
 - ii. Marijuana products will not be visible from the outside of the vehicle.
 - iii. No other products will be transported or stored in the vehicle.
 - iv. No firearms will be located in the vehicle or on transporting agents.
 - c. If products are being transferred to multiple marijuana establishments, the products for each marijuana establishment will be kept in a separate locked storage compartment during transportation, and separate manifests will be maintained for each marijuana establishment.
- 5) Transportation Manifest**
 - a. All manifests used in the transportation of marijuana will be filled out in triplicate.
 - i. The original manifest must remain with the originating marijuana establishment.
 - ii. A second copy provided to Collective upon arrival.
 - iii. A third copy must be kept with the delivery agent during transportation and returned to the originating facility upon completion of the transportation.
 - b. Prior to departure, the originating Marijuana Establishment will securely transmit the manifest to Company via facsimile or email.
 - c. Each manifest will include, at a minimum:



- i. The originating marijuana establishment name, address, and registration number.
- ii. The names and registration numbers of the agents who transported the marijuana products.
- iii. The name and registration number of the marijuana establishment agent who prepared the manifest.
- iv. The destination marijuana establishment name, address, and registration number.
- v. A description of the Products being transported, including the weight and form or type of the product.
- vi. The mileage of the transporting vehicle at departure and mileage upon arrival at destination marijuana establishment, as well as mileage upon return.
- vii. The date and time of departure from the originating marijuana establishment and arrival at destination marijuana establishment for each transportation.
- viii. A signature line for the marijuana establishment agent who receives the marijuana products.
- ix. The weight and inventory before departure and upon receipt.
- x. The date and time that the transported products were re-weighed and re-inventoried.
- xi. The name of the marijuana establishment agent at the destination marijuana establishment who re-weighed and re-inventoried products.
- xii. The vehicle make, model, and license plate number.

- d. All transportation manifests will be retained by Collective for a minimum of one year and will be available for inspection by the Commission upon request.
- e. Should any unusual discrepancy occur in weight or inventory, Collective agents will document and report the discrepancy to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.
- f. Collective agents will report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours after such accidents, diversions, losses, or other reportable incidents.

6) Delivery Plan

6.1 Receiving Product

1. All deliveries of marijuana and marijuana products will be previously scheduled.
2. Once the transportation vehicle reaches the delivery door a Collective Agent will log the driver's information via the visitor log and provide them a visitor badge.
3. Once the delivery vehicle reaches the door, a Collective agent will open the door and allow the driver to enter the premises.



4. A Collective agent will escort the delivery agent to the intake area and proceed with intaking the delivery.
5. A Collective Agent will, within eight hours after arrival at Collective, reweigh, re-inventory, and account for, on video, all Marijuana Products transported.
6. A Collective Agent will ensure that all transported Marijuana Products are properly entered into Metrc.
7. A Collective Agent will also document and report any unusual discrepancy in weight or inventory to the Commission and Law Enforcement Authorities no more than 24 hours of the discovery of a discrepancy.
8. Once the delivery is complete, a Collective Agent retrieve the visitor badge and log the agent out of the visitor log.

7) References

935 CMR 500.000: Adult Use of Marijuana

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed



**ITEM 5: NOT APPLICABLE – RETAIL
APPLICATION**



ITEM 6: STATEMENT DESCRIBING
QUANTITY AND SOURCE OF
MARIJUANA

Quantity and Source of all Marijuana Products Offered

Community Care Collective, Inc. ("Collective Cannabis") proudly offers an extensive selection of cannabis products, sourcing from over 40 Massachusetts-based wholesale providers. This broad network allows us to provide a diverse inventory, catering to a wide range of preferences and needs within the Massachusetts cannabis market. Collective Cannabis offers all categories of cannabis to their customers, including, but not limited to packaged flower, pre-rolls, edibles in multiple formats, vaporizers, tinctures, topicals, and CBD products.

Collective Cannabis typically carries anywhere from 600-700 cannabis infused products at any given time, and an additional 50-100 non-cannabis infused products.

Please feel free to visit their website which will provide more detailed information regarding product offerings within their menu at: <https://collective-cannabis.com/locations/littleton-ma/>



**ITEM 7: NOT APPLICABLE – RETAIL
APPLICATION**



ITEM 8: WRITTEN STATEMENT

Written Statement Regarding the Prohibition of Smoking or Consuming Marijuana on Premises

As part of Community Care Collective, Inc.'s ("Collective Cannabis") retail operation, it is strictly prohibited to smoke, burn, or consume any marijuana or marijuana products on the premises. This policy applies to all employees, customers, and visitors, and will be enforced without exception to ensure compliance with all applicable laws and regulations.



ITEM 9: OWNERSHIP STATEMENT

Statement of Ownership of the Marijuana Establishment

David Giannetta is the owner of the Marijuana Establishment, Community Care Collective, Inc. ("Collective Cannabis") and resides at 37 Spartan Arrow Road, Littleton, MA 01460.



**ITEM 10: ARTICLES OF
ORGANIZATION, ANNUAL REPORT
AND CERTIFICATE OF GOOD
STANDING**



ARTICLES OF INCORPORATION TIMELINE

- December 17, 2018 – Community Care Collective, Inc. is established by David Giannetta and Justin Smith
- April 4, 2019 – Authorization to transfer all ownership from Justin Smith to David Giannetta is completed
- April 5, 2019 – Amendment to Articles of Incorporation, listing David Giannetta as sole owner/president of Community Care Collective, Inc. are registered with the Massachusetts Secretary of State

All associated articles of organization and amendments are enclosed in chronological order herein. David Giannetta is the sole owner of Community Care Collective, Inc. and is listed as such with the Secretary of State and with the Cannabis Control Commission (“CCC”).



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001358223

ARTICLE I

The exact name of the corporation is:

COMMUNITY CARE COLLECTIVE, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO OPERATE CONVENIENCE STORE AND SMOKE SHOP.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
PNP	\$0.00000	100	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

100 IN TOTAL COMMON NO PAR SHARES ARE ISSUED TO JUSTIN SMITH AND DAVID GIANNETTA WHERE EACH OWNS 50 PER CENT.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

N/A

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

N/A

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

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

a.b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: JUSTIN SMITH
No. and Street: 41 MATAWANAKEE TRAIL
City or Town: LITTLETON State: MA Zip: 01460 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box)
		Address, City or Town, State, Zip Code
PRESIDENT	JUSTIN SMITH	41 MATAWANAKEE TRAIL LITTLETON, MA 01460 USA
TREASURER	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
SECRETARY	JUSTIN SMITH	41 MATAWANAKEE TRAIL LITTLETON, MA 01460 USA
DIRECTOR	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
DIRECTOR	JUSTIN SMITH	41 MATAWANAKEE TRAIL LITTLETON, MA 01460 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December

e. A brief description of the type of business in which the corporation intends to engage:

RETAIL SALES AND WHOLESALE

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 41 MATAWANAKEE TRAIL
City or Town: LITTLETON State: MA Zip: 01460 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 41 MATAWANAKEE TRAIL
City or Town: LITTLETON State: MA Zip: 01460 Country: USA
which is
 its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 7 Day of December, 2018 at 2:32:34 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

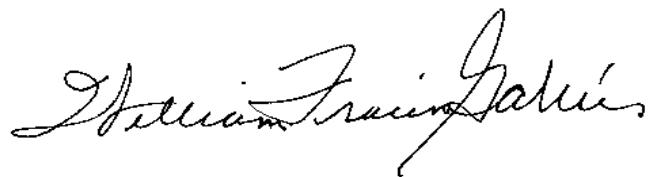
JUSTIN SMITH

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THE COMMONWEALTH OF MASSACHUSETTS

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

December 07, 2018 02:31 PM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is fluid and cursive, with "William" and "Francis" stacked above "Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: COMMUNITY CARE COLLECTIVE, INC.

2. Current registered office address:

Name: JUSTIN SMITH
 No. and Street: 41 MATAWANAKEE TRAIL
 City or Town: LITTLETON State: MA Zip: 01460 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box)
		Address, City or Town, State, Zip Code
PRESIDENT	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
TREASURER	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
SECRETARY	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
DIRECTOR	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA

Fiscal year end:

December

Type of business in which the corporation intends to engage:

RETAIL SALES AND WHOLESALE

Principal office address:

No. and Street: 41 MATAWANAKEE TRAIL
 City or Town: LITTLETON State: MA Zip: 01460 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 41 MATAWANAKEE TRAIL
 City or Town: LITTLETON State: MA Zip: 01460 Country: USA

which is

its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed by **JUSTIN SMITH**, its **PRESIDENT**
on this 4 Day of April, 2019

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THE COMMONWEALTH OF MASSACHUSETTS

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

April 04, 2019 03:04 PM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is fluid and cursive, with "William" and "Francis" stacked above "Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Appointment of Registered Agent

(General Laws, Chapter 156D, Section 5.01; 950 CMR 113.20)

1. Exact name of the corporation: COMMUNITY CARE COLLECTIVE, INC.

The street address of the corporation registered office in the commonwealth and the name of the appointed registered agent at that office:

(The corporation may not appoint itself registered agent. Registered agent may be an individual, including any officer of the corporation, or a different corporation.)

Name: DAVID GIANNETTA

No. and Street: 37 SPARTAN ARROW RD

City or Town: LITTLETON State: MA Zip: 01460 Country: USA

The street address of the registered office of the corporation and the business address of the registered agent are identical as required by General Laws, Chapter 156D, Section 5.02.

This certificate is effective at the time and on the date approved by the Division, unless a *later* effective date not more than *ninety days* from the date and time of filing is specified:

Time:

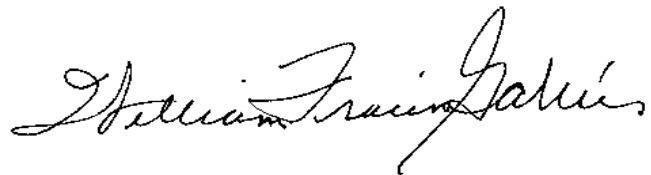
I, DAVID GIANNETTA, registered agent of the above corporation, consent to my appointment as the registered agent of the above corporation pursuant to 950 CMR 113.20.

Signed by DAVID GIANNETTA, its PRESIDENT
on this 4 Day of April, 2019

THE COMMONWEALTH OF MASSACHUSETTS

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

April 04, 2019 03:05 PM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is fluid and cursive, with "William" and "Francis" stacked above "Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: COMMUNITY CARE COLLECTIVE, INC.

2. Current registered office address:

Name: DAVID GIANNETTA
 No. and Street: 37 SPARTAN ARROW RD
 City or Town: LITTLETON State: MA Zip: 01460 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
TREASURER	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
SECRETARY	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
DIRECTOR	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA

Fiscal year end:

December

Type of business in which the corporation intends to engage:

RETAIL SALES AND WHOLESALE

Principal office address:

No. and Street: 37 SPARTAN ARROW RD
 City or Town: LITTLETON State: MA Zip: 01460 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 37 SPARTAN ARROW RD
 City or Town: LITTLETON State: MA Zip: 01460 Country: USA
which is
 its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

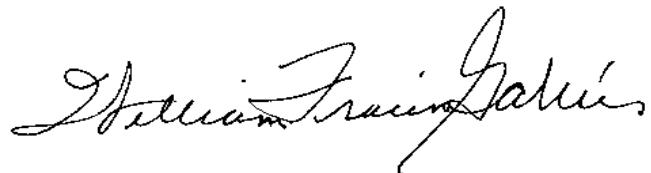
Signed by **DAVID GIANNETTA**, its **PRESIDENT**
on this 5 Day of April, 2019

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THE COMMONWEALTH OF MASSACHUSETTS

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

April 05, 2019 11:57 AM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is fluid and cursive, with "William" and "Francis" stacked above "Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Minimum Filing Fee:
\$100.00

Identification Number: 001358223

1. Exact name of the corporation:

COMMUNITY CARE COLLECTIVE, INC.

2,3. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Agent name: DAVID GIANNETTA

Number and street: 37 SPARTAN ARROW RD

Address 2:

City or town: LITTLETON State: MA Zip code: 01460

4. Street address of the corporation's principal office:

Number and street: 537 GREAT ROAD

Address 2:

City or town: LITTLETON State: MA Zip code: 01460

Country: UNITED STATES

5. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name	Address
PRESIDENT	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
TREASURER	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
SECRETARY	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA
DIRECTOR	DAVID GIANNETTA	37 SPARTAN ARROW RD LITTLETON, MA 01460 USA

6. Briefly describe the business of the corporation:

RETAIL SALES AND WHOLESALE

7. Capital stock of each class and series:

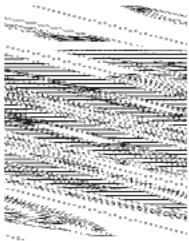
Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	1,000,000	\$0	0

8. Check here if the stock of the corporation is publicly traded:

9. Report is filed for fiscal year ending: 12/31/2024

Signed by DAVID GIANNETTA , its PRESIDENT

on this 9 Day of January, 2025



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

William Francis Galvin
Secretary of the
Commonwealth

Date: August 21, 2025

To Whom It May Concern :

I hereby certify that according to the records of this office,

COMMUNITY CARE COLLECTIVE, INC.

is a domestic corporation organized on **December 07, 2018**, under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

Secretary of the Commonwealth

Certificate Number: 25080417520

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

Processed by: bod



**ITEM 11: COPIES OF LICENSES (SEE
ITEM 2)**



**ITEM 12: EVIDENCE OF SITE
CONTROL: EXECUTED LEASE**

LEASE

REFERENCE DATA PAGES

In this Lease the following terms shall have the meanings set forth below:

EXECUTION DATE: As of February 9th 2021

LANDLORD: 537 Great Road Realty Trust

LANDLORD'S INITIAL
ADDRESS FOR PAYMENT: 537 Great Road
Littleton, MA 01460
Attn: Sheryl Caterino, CFO

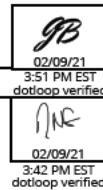
TENANT: Community Care Collective, Inc.

TENANT'S PRESENT
ADDRESS: c/o David Giannetta
37 Spartan Arrow Road
Littleton, MA 01460
Phone: 781-953-4452
Email: david@cccrme.com

PROPERTY: The land with the on-site parking, building and other improvements now and hereafter situated on the parcel of land owned by Landlord located at and numbered 537 Great Road, Littleton, Massachusetts.

BUILDING: The Building is a one-story building located at the Property.

PREMISES: All the rentable square footage of the Building as depicted on Exhibit A hereto annexed.



PREMISES RENTABLE
AREA:

An agreed upon 5,250 +/- rentable square feet.

PERMITTED USE:

Tenant shall only use and occupy the Premises for the operation of a Licensed Marijuana Retail Establishment (“LMRE”) for the sale of adult use (“recreational”) marijuana along with ancillary products so long as it is allowed by the Town of Littleton and in accordance with Massachusetts law. Tenant may use all or a portion of the Premises for a marijuana establishment specific to adult use as defined by Chapter 94G in the Commonwealth of Massachusetts and the regulations governing the sale and distribution of marijuana not medically prescribed or a marijuana retailer, as each may be modified or amended from time to time, with respect to the retail sale of cannabis plants, and related sale of paraphernalia, and storage of cannabis products for transport elsewhere by permit, as well as ancillary office use in connection therewith or any other type of licensed marijuana-related business.

RENT COMMENCEMENT
DATE:

The later of (i) the receipt of an executed Host Community Agreement from the Town of Littleton, and (ii) the receipt of all state and local permits, licenses and approvals (including but not limited to) the issuance of a building permit for the construction of Tenant’s proposed improvements and a certificate of occupancy), which permits and approvals contain terms, conditions and restrictions acceptable to Tenant in Tenant’s sole discretion, (with all applicable appeal periods having expired without appeal) necessary to open and operate a licensed marijuana retail establishment specific to adult use on the subject Property, (iii) the receipt of a Final Certificate of Registration (FCR) from the Commonwealth of Massachusetts necessary to buildout, open and operate a Licensed Marijuana Retail Establishment (“LMRE”) specific to adult use as defined by Chapter 94G, 935 CMR 500 in the Commonwealth of Massachusetts, and (iv) the date Landlord delivers possession of the Premises to Tenant free of any tenants, in a broom clean condition and in accordance with the provisions of the Lease (the “**Rent Commencement Date**”). Promptly following the signing of this Lease, the Tenant shall move forward in preparing the necessary plans and documentation necessary for submitting applications to all applicable state and local government bodies for such permits, licenses and approvals (collectively, “**Permits and Licenses**”). Tenant shall keep Landlord apprised of

monthly basis of Tenant's efforts to obtain its Permits and Licenses. In the event Tenant is unable to obtain all of Tenant's Permits and Licenses and/or in the event Tenant has not obtained any of the items referenced in clauses (i)-(iii) of this paragraph on or before December 1, 2021, Tenant shall notify Landlord of same in writing on or before December 1, 2021 whereupon the Lease shall become null and void without further recourse to the parties. Tenant shall have the additional rights set forth in the last sentence of Section 32 of this Lease below. Absent such timely notice, Rent shall commence no later than December 1, 2021.

TERM:

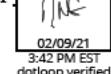
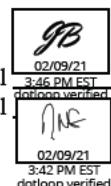
The “**Initial Term**” is ten (10) years commencing on the Rent Commencement Date and ending on the last day of the Tenth Lease Year. As used in this Lease, the “**Term**” of the Lease shall mean the Initial Term and, as applicable, the first Option Term, second Option Term, third Option Term and fourth Option Term, each if and as exercised pursuant to the terms hereof.

EXPIRATION DATE:

The “**Expiration Date**” is 5:00 p.m. on the last day of the Term, including any Option Term if and as exercised pursuant to the terms hereof, with the exception that the Expiration Date shall be 5:00 p.m. on an earlier date of the termination of this Lease pursuant to the terms hereof.

YEARLY FIXED RENT AND

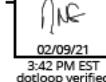
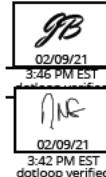
LEASE YEARS	YEARLY FIXED RENT	MONTHLY PAYMENT
1		
2		
3		



MONTHLY PAYMENT:

4	
5	
6	
7	
8	
9	
10	

Yearly Fixed Rent shall be payable monthly in advance in equal monthly installments (“**Monthly Payment**”) as set forth above beginning on the Rent Commencement Date, and thereafter on the first day of each month. As used in this Lease, the term “**Lease Year**” shall mean the following: the First Lease Year shall commence on the Rent Commencement Date and shall end on the day before the first anniversary of the Rent Commencement Date or, if the Rent Commencement Date is other than the first day of a month, then the first Lease Year shall end on the last day of the month that is twelve (12) months after the Rent Commencement Date; the Second



Lease Year shall commence on the day after the end of the First Lease Year and continue for a consecutive twelve month period; and each Lease Year thereafter shall be a sequential, consecutive twelve (12) month period.

PRO RATA SHARE:

Tenant shall be responsible for their proportionate share (25%) of the Operating Expenses and Real Estate Taxes for the property. 2020 Real Estate Taxes are \$1.44/SF, and NNN other than Real Estate Taxes are projected to be \$2.06/ft.

SECURITY DEPOSIT:

[REDACTED] to be paid to Landlord on or prior to the Rent Commencement Date.

EXTENSION TERMS:

Provided Landlord has received written notice of Tenant's intent to extend no later than six (6) months prior to the end of the then Term, Tenant may extend the Lease for two (2) successive five (5) year periods (each an "**Extension Term**") commencing immediately after the Initial Term, or each exercised Extension Term, as applicable. Tenant's right to extend shall be subject to the provisions set forth in Section 23 of this Lease.

EXTENSION TERM
YEARLY FIXED RENT:

During each Lease Year of any properly exercised Extension Term, the annual Yearly Fixed Rent for such Lease Year shall increase by 6% annually over the annual Yearly Fixed Rent for the prior Lease Year. By way of example only, if the Term is extended for the first Extension Term, the annual Yearly Fixed Rent for the Eleventh Lease Year shall be
[REDACTED]

BROKERAGE:

Tenant represents that it has not dealt with any real estate broker in connection with this transaction other than R. W. Holmes Realty whose [REDACTED] commission will be paid by the Tenant upon the Rent Commencement Date.

EXHIBITS:

Exhibit A:

Premises

[PAGE ENDS HERE – SIGNATURE PAGE FOLLOWS]

Landlord Initial
Tenant Initial


02/09/21
3:46 PM EST
dotloop verified


02/09/21
3:42 PM EST
dotloop verified

This Lease including, the attached Exhibits, is signed as of the Execution Date as an instrument under seal.

LANDLORD:

537 GREAT ROAD REALTY TRUST

By:



dotloop verified
02/09/21 3:46 PM EST
YTJ4-CFDV-PING-ZNCK

Name: Joseph Bozek
Title: Trustee
Duly Authorized

TENANT:

COMMUNITY CARE COLLECTIVE, INC.

By:



dotloop verified
02/09/21 3:42 PM EST
LGSU-DOQT-7LJE-UFGW

Name: David Giannetta
Title: President
Duly Authorized



LEASE TEXT

1. The Premises and Common Areas and Facilities.

Landlord hereby leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with Tenant's right to use 43 parking spaces along the west side of the Property for parking pursuant and subject to the terms and provisions of this Lease and Tenant's compliance with Applicable Laws as hereinafter defined.

2. Term.

Unless sooner terminated as provided herein, the Term of this Lease shall commence on the Rent Commencement Date and terminate on the Expiration Date.

3. Payment of Rent.

Tenant shall pay the Yearly Fixed Rent as set forth in the Reference Data Pages by Monthly Payments in advance, without setoff, offset or deduction, except as otherwise provided elsewhere in this Lease, commencing on the Rent Commencement Date, and thereafter continuing on the first day of each month thereafter, and shall pay in the manner set forth herein. All rent and other payments shall be made to Landlord at Landlord's Initial Address for Payment or at such other location and to such person as Landlord shall designate from time to time in writing. If Tenant shall fail to pay any installment of Yearly Fixed Rent or Additional Rent within five (5) days after the date due, then (a) Landlord shall be entitled to collect a charge equal to five (5%) percent of the amount due to cover Landlord's administrative expense in handling late payments, and (b) Tenant shall pay interest at the rate of eight (8%) percent per annum ("Default Rate"), if said installment is paid more than 10 days from the due date until paid. The sending of invoices to Tenant on one or more occasions shall not require Landlord to continue that practice for Yearly Fixed Rent or on account of monthly installments of Additional Rent. The term "Rent" as used in this Lease shall include Yearly Fixed Rent, Additional Rent, Carry Costs, and all other sums and charges payable by Tenant under this Lease. Notwithstanding anything to the contrary contained in this Lease, Tenant is prohibited from making payments to Landlord by cash, and Tenant is required to have an account with an Institutional Lender (as hereinafter defined) and only pay by (a) check drawn on, or wire transfer of funds, from that Institutional Lender or (b) electronic funds transfer from that Institutional Lender. "Institutional Lender" means a recognized, FDIC Insured Massachusetts institutional lender with bank offices in Massachusetts.

4.

Security Deposit.

Upon the Rent Commencement Date, Tenant shall pay Landlord the Security Deposit which shall be held by Landlord as security for Tenant's performance under this Lease. The Security Deposit shall be refunded to Tenant, without interest, within thirty (30) days after the termination of this Lease subject to Tenant's satisfactory compliance with the conditions of this Lease and subject to deduction for payment of Tenant obligations not then fulfilled by Tenant. During the Term, Landlord shall have the right to use all or any portion of the Security Deposit to pay or perform any obligations of Tenant which Tenant fails to pay or perform within the notice and cure periods required herein, without prejudice to any other remedy Landlord may have on account thereof, and any amount so used by Landlord shall be replenished by Tenant within seven (7) days after demand by Landlord. The Security Deposit shall be held in a separate account and shall not be commingled with other funds of Landlord. No interest shall be payable to Tenant on the Security Deposit. Tenant may not use the Security Deposit to pay any of Tenant's payment obligations, and Tenant shall not have the right to mortgage, transfer, assign or encumber the Security Deposit. If Landlord conveys Landlord's interest under this Lease then the Security Deposit, or any part thereof not previously applied, shall be turned over by Landlord to the successor owner of the Property, and, if so turned over, Tenant shall look solely to such successor owner for proper application of the Security Deposit in accordance with the terms of this Section and the return thereof in accordance herewith.

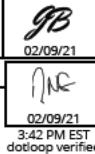
5. Additional Rent.

“Additional Rent” means the amounts listed in this Section to be paid by Tenant to Landlord and all other amounts due Landlord from Tenant under this Lease. This Lease is a “triple-net” lease, and Tenant shall pay, without deduction, offset or setoff whatsoever, as Additional Rent the following:

- A. Tenant's Pro-Rata Share of all **“real estate taxes”** or **“Taxes”** assessed against the Building and other portions of the Property, which includes all taxes, assessments, betterments, water or sewer entrance fees and charges, general, special, ordinary and extraordinary, environmental, or any other charges, including charges for the use of municipal services if billed separately from other taxes, levied, assessed or imposed at any time by any governmental authority upon or against the land, the Building, the fixtures, signs and other improvements thereon then comprising the Property. This definition of real estate taxes is Yearly upon the present system of real estate taxation in the Commonwealth of Massachusetts; if taxes upon rentals or any other basis shall be substituted, in whole or in part, for the present ad valorem real estate taxes, the term real estate taxes shall be deemed changed to the extent to which there is such a substitution for the present ad valorem real estate taxes. The term **“fiscal year”** shall mean July 1st through June 30th next following, or such other tax period as may be established by law for the payment of real estate taxes. If, after Tenant shall have made any payment for real estate taxes under this Section, Landlord shall receive a refund of any portion of the real estate taxes paid on account of any fiscal year in which such payments shall have been made as a result of an abatement of such real estate taxes, by final determination of legal proceedings, settlement or otherwise (“**Proceedings**”), and to the extent T

not in Default nor would be in Default but for the giving of notice, the passage of time or both, within thirty (30) days after receiving the refund, Tenant's Pro-Rata Share of the refund, if any, which shall be first adjusted if Tenant's original payment covered a shorter period than covered by the refund, less the expense (including, but not limited to, attorneys' fees, costs and appraisers' fees) allocable to Tenant's Pro-Rata Share and incurred by Landlord in connection with any such Proceedings, shall be credited against future Additional Rent obligations, or refunded if the Term of this Lease has ended and Tenant has no further obligations to Landlord. Landlord shall have sole control of all Proceedings. In the event that Tenant is not in Default nor would be in Default, but for the passage of time or giving of notice or both, and Tenant has paid all Taxes current, Tenant shall have the right at Tenant's sole cost, expense and risk (and without cost, expense or liability to Landlord) to request that Landlord file a tax abatement application which request must be received by Landlord in writing no less than twenty (20) days before a tax abatement application is due to the Town of Littleton provided that Tenant reasonably believes that Taxes assessed by the Town of Littleton are excessive, and Tenant has provided Landlord with an abatement deposit ("Abatement Deposit") for Landlord's estimated costs, in Landlord's reasonable discretion of what an abatement proceeding will cost and Landlord consents to proceed with the filing of the application in its sole commercially reasonable discretion. If such Abatement Deposit is determined from time to time to be insufficient in Landlord's reasonable discretion, Tenant shall within ten (10) days following written notice from Landlord to Tenant deliver to Landlord an amount necessary to increase the Abatement Deposit to an amount Landlord deems to be sufficient, with a failure by Tenant to increase the Abatement Deposit permitting Landlord in Landlord's sole discretion to cease the abatement proceeding without cost, expense or liability to Landlord.

B. Tenant's Pro-Rata Share of all Operating Expenses ("Operating Expenses" or "Operating Costs"), which shall include all costs and expenses of every kind and nature paid or incurred by Landlord in insuring, operating, managing, equipping, lighting, repairing, replacing and maintaining the Building, and the Property, but excluding costs ("Landlord's Roof and Structure Replacement Obligations") to replace the roof and structure of the Building which shall be borne by Landlord unless such repairs and replacements are necessitated due to Tenant or those for whom Tenant is responsible negligent acts or omission. Notwithstanding anything to the contrary, to the extent that any of the Operating Expenses are required to be capitalized under federal income tax law, the same shall be amortized on a straight line basis over their useful life in accordance with generally accepted accounting principles, and the amortized portion thereof, for the period falling within the Term, together with reasonable interest, shall be included in Operating Expenses. Operating Expenses shall include, but not be limited to, premiums for Landlord's casualty, liability and other insurance in such forms, coverages and amounts that Landlord deems necessary in Landlord's sole discretion, any utilities not directly billed to Tenant by the utility company. Notwithstanding anything to the contrary contained in this Lease, and except for Landlord's Roof and Structure Replacement Obligations, Tenant shall pay twenty-five percent (25%) of all costs and expenses, whether considered Operating Expenses or otherwise, attributable to the Premises, the Property or Tenant's use or resulting from or arising out of the actions or

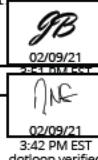


inactions) of Tenant or those acting by, through or under Tenant.

Operating Expenses for purposes of this Lease shall not include the following (and therefore shall not be charged to Tenant as part of Operating Expenses) (but nothing herein shall affect Tenant's obligations and Landlord's rights to collect payment as set forth below and in other provisions of this Lease):

- (i) Landlord's interest and principal payments on any mortgage or mortgages on Property;
- (ii) Ground rent or similar payments to a ground lessor, if any;
- (iii) Costs related to maintaining Landlord's existence as a corporation, partnership or other entity;
- (iv) Costs incurred that are reimbursed to Landlord from insurance proceeds or taking awards;
- (v) Costs for services, supplies or repairs (other than management fees as provided above and those costs permitted under the preceding Subsection) paid to any related entity in excess of costs that would be payable in an "**arm's length**" or unrelated situation for comparable services, supplies or repairs;
- (vi) Interest and penalties charged to Landlord if Landlord fails to timely pay third parties for Operating Expenses (with the qualification that if Tenant fails to timely pay Operating Expenses as provided herein, Tenant shall be responsible to pay such interest and penalties);
- (vii) Continuing depreciation for the original construction of the Building;
- (viii) Costs of any additions to the Building or other portions of the Property; or
- (ix) Costs for the removal, containment, encapsulation, clean-up and disposal of hazardous materials in violation of hazardous materials laws that first arose or for hazardous materials that existed prior to the date of this Lease;
- (x) costs for which Landlord is reimbursed under warranties provided to Landlord by contractors who have warranty obligations;
- (xi) advertising and promotional expenses, and leasing commissions;
- (xii) salaries and bonuses of executives of Landlord; for the sake of clarity, compensation and all fringe benefits, worker's compensation insurance premiums and payroll taxes paid to, for or with respect to all persons directly engaged in operating or maintaining the Property are included in Operating Expenses, and such expenses shall be fairly allocated in a commercially reasonable manner in the event any such person works part time on the Property or on other sites as well as on the Property;
- (xiii) costs of defending any lawsuits, costs of any disputes between Landlord and its employees, or outside fees paid in connection with disputes with adjacent property owners unless caused by Tenant's actions and/or use of the Premises.

C. Tenant shall pay with each monthly payment of Yearly Fixed Rent, one-twelfth (1/12) of its Pro-Rata Share of the estimated annual Additional Rent for real estate taxes and Operating Expenses as reasonably determined by Landlord. Following the end of each calendar year during the Term of this Lease with respect to Operating Expenses after final expenses are determined, and with respect to real estate taxes following the issuance of periodic or final real estate tax bills for a fiscal year, Landlord shall determine the



actual Operating Expenses for such calendar year and actual real estate taxes for such periodic period or fiscal year, and Tenant's Pro-Rata Share thereof. After a final determination by Landlord of actual Operating Expenses and/or if real estate taxes were estimated, after a final tax bill for a fiscal year is ascertained, any shortage shall be due and payable by Tenant within 15 days of written notice to Tenant from Landlord and, to the extent Tenant is not in Default nor would be in Default but for the giving of notice, the passage of time or both, any excess shall be credited against future Additional Rent obligations, or refunded if the Term of this Lease has ended and Tenant has no further obligations to Landlord. Not more than once a year and upon Tenant's request within ninety (90) days of the end of each calendar year, Landlord shall furnish Tenant reasonable documentation for the Additional Rent for Operating Expenses and Taxes for the prior calendar year. Upon written request from Tenant to Landlord within sixty (60) days of Landlord's supplying Tenant with such reasonable documentation, Tenant, at its sole cost and expense, may review Landlord's applicable records concerning such Additional Rent expenses for the applicable period during reasonable times acceptable to Landlord; however, in no event shall such review be done by any party who is compensated by Tenant on a contingency fee basis. Landlord has the right to condition such review on Tenant and its examiner signing Landlord's form confidentiality agreement. If such examination reveals the Additional Rent reviewed appears to have been overstated by Landlord, Landlord will have an opportunity to review the determination of the same and, if there has been an error in Landlord's statement resulting in Tenant's overpayment, Tenant shall, at Landlord's option, either receive a credit against the next payment of Additional Rent or Landlord shall pay Tenant the amount overpaid. In the event that Landlord disputes in writing Tenant's determination of any overpayment and there is not a resolution of such dispute between Landlord and Tenant within ten (10) days thereafter, Landlord and Tenant agree to use an independent third party accountant to resolve the dispute selected by the parties within twenty (20) days of Landlord's written statement of disagreement with Tenant's determination, with the cost of such accountant to be paid fifty percent (50%) each by Landlord and Tenant. Failing an agreement on the selection of such third party accountant, each party shall select an accountant of its choice with a third accountant selected by the other two and with the dispute resolved by a majority decision reached within ten (10) days of selection of the accountants, by which decision the parties will agree to be bound. The cost of each party's accountant shall be paid by such party, with the cost of the third accountant to be paid fifty percent (50%) each by Landlord and Tenant. In the event that Tenant does not request additional backup information concerning such Additional Rent described in this Section within sixty (60) days after the end of a calendar year or upon requesting such documentation does not request to review Landlord's records within sixty (60) days after the receipt of Landlord's reasonable documentation provided to Tenant, Tenant shall be deemed to be fully satisfied with the accuracy of such Additional Rent and shall waive any rights to protest the same. The Landlord's costs and expenses in connection with a dispute regarding Landlord's calculation of Operating Expenses and Taxes hereunder (including accountant fees) shall not be included as Operating Expenses and therefore shall not be charged to Tenant as Additional Rent.

6. Utilities.


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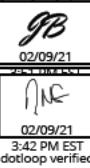
Beginning on the Term Commencement Date, Tenant shall pay, as they become due, all bills for electricity, gas, water, sewer, and all other utilities (whether used for heat, air conditioning, electric, water or the handling of wastewater and sewage) that are furnished to the Premises and are separately metered, or, to the extent not separately metered, 25% of bills for such costs, and all other utilities and to maintain, repair and replace (as necessary) those services and systems serving the Premises and the Property. To the extent any of the above facilities or services are provided via systems solely serving the Premises, Tenant shall be responsible at Tenant's cost, to maintain, repair and replace those services and facilities to keep them in good and first class working condition. For any equipment that services the Premises or the Property, including, without limitation, the heating, ventilation and air conditioning equipment ("HVAC"), Tenant shall maintain service contracts with contractors approved in writing in advance by Landlord and use such equipment pursuant to each instruction manual or, if no manual, in a commercially reasonable manner. Landlord shall have no obligation to provide utilities or equipment. In the event Tenant requires additional utilities or equipment to supply utilities, the installation and maintenance thereof shall be Tenant's sole obligation, which installation shall be subject to the written consent of Landlord, which consent shall not be unreasonably withheld, and Tenant shall comply with Section 11 and the other terms of this Lease.

7. Use of Leased Premises.

Tenant shall use the Premises only for the Permitted Use and for no other purpose or use. Tenant shall provide Landlord with detailed information regarding Landlord's compliance requirements under Applicable Laws, including, without limitation, reporting information and timing deadlines whether such Applicable Laws now exist or hereafter arise (collectively, "**Landlord Compliance Requirements**"), in relation to Tenant's Permitted Use, Tenant shall at all times be in full compliance with the Permits and Licenses. Tenant agrees that in no event shall Tenant's use of the Premises be unlawful, improper, noisy or offensive, contrary to Applicable Laws, including, without limitation, any applicable municipal law, regulation, by-law or ordinance; make voidable any insurance on the Building or on the contents of the Building; be contrary to regulation from time to time established by any fire rating agency or similar body. Notwithstanding the foregoing, Landlord will not consider a violation of federal laws and regulations governing the use of marijuana as a Default hereunder. Tenant shall be responsible for all costs associated with Landlord Compliance Requirements. The provisions of this Section shall be subject to the provisions of Section 31.W below.

8. Compliance with Laws.

Tenant, in the use of operation of its business at the Premises including, without limitation, access thereto, shall comply with all applicable building, zoning, environmental, health, life safety systems, including, without limitation, required fire suppression systems, land use and other applicable laws, including, without limitation, federal, state and municipal by-laws, guidelines (including the so-called FinCEN Guidance) rules, regulations, memorandums ordinances, codes and requirements applicable to the Premises and the Permitted Use.



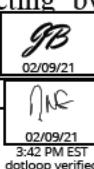
including, without limitation, compliance with the Americans with Disabilities Act as amended, referred to as the “**ADA**” (all of the foregoing is referred to collectively, the “**Applicable Laws**”). Notwithstanding the foregoing, Landlord will not consider a violation of federal laws and regulations governing the use of marijuana as a Default hereunder. Before Tenant opens for business, Tenant shall obtain, at Tenant’s sole cost and expense, all Permits and Licenses and other authorizations required under Applicable Laws for the completion of Tenant’s Work, as herein defined, and for the operation of the Premises for the Permitted Use; provided, however, obtaining such Permits and Licenses and other authorizations shall not be a condition of Tenant’s obligations hereunder except as provided in the definition of the Rent Commencement Date and in Section 32 of this Lease. Tenant agrees that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any Applicable Laws. Tenant assumes all risk and liability related to the Permitted Use, including, without limitation, arising out of or related to compliance with Applicable Laws. Tenant shall use best efforts to make the Premises secure, including, without limitation, complying with Applicable Laws in relation to lighting in and around the Premises and making the Premises secure from theft. Tenant shall use best practices, including, without limitation, complying with all Applicable Laws, for the security of all marijuana at the Premises and preventing the sale to minors. The provisions of this Section shall be subject to the provisions of Section 31.W below.

9. Insurance.

Tenant shall not permit any use of the Premises which will make voidable any insurance on the Building, the Property or on the contents of the Building, or which shall be contrary to any rule or regulation from time to time established by any applicable rating agency or any similar body succeeding to its powers.

10. Maintenance.

A. Tenant’s Obligations. Except to the extent required to be performed by Landlord pursuant to Section 10.B. below (except as provided below), Tenant shall be responsible at its cost to keep clean and maintain in good condition, the Tenant’s Leased Premises. Tenant’s maintenance of the Premises shall include, without limitation, replacement of light bulbs, paint and carpeting within the Premises, and maintenance, repair and replacement of Premises doors, locks and internal windows, and any and all facilities and utilities installed by Tenant and/or serving only the Premises, including, without limitation, HVAC, telephone and computer systems, cables and wires, and, in all events, to ensure that the Premises, the Building and the Property are in compliance with all Applicable Laws. Tenant shall be responsible to assure at all times that its invitees and employees do not loiter on the Property nor use the products sold from the Premises at the Premises or in, on or around the Property. Notwithstanding anything to the contrary contained in this Lease, Tenant shall also be responsible, and not Landlord (and expressly excluded from Landlord’s obligations under Section 10.B.), for the cost to repair damage caused by Tenant, Tenant’s employees, invitees, contractors, patrons, agents and others acting by, through or under Tenant to the Premises, the Building and/or the Property.



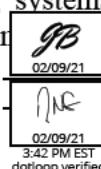
performed and paid by Tenant and shall not be passed through as Operating Expenses.

Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall not erect any sign on the Building or otherwise at the Property, except in accordance with Section 25 hereof. Tenant shall use and conduct Tenant's business at the Premises in such a manner as to assure that no water, noise, fumes, odor, or other contaminates or other conditions escape or is emitted from the Premises that is asserted to be objectionable by governmental authorities or abutters which materially interferes with or in any material manner causes damage to or upon the Property or any abutting properties. Tenant shall be responsible for emptying, transporting, disposing of, treating, or otherwise dealing with any hazardous, controlled or regulated materials or waste at the Premises, all of which shall be performed in strict compliance with Applicable Laws. This Lease addresses the respective obligations of Landlord and Tenant for maintenance, repairs and replacements, and, to the fullest extent permitted by law, Tenant waives the provisions of G.L. c.186 §19.

B. **Landlord's Obligations.** Except as provided in Section 10.A., Landlord shall be responsible only for Landlord's Roof and Structure Replacement Obligations. Landlord's responsibility and liability with respect to Landlord's Roof and Structure Replacement Obligations to be performed under this Lease by Landlord shall be limited to costs of repair and labor to effect repair and/or performance. Performance by Landlord under this Lease shall be excused or delayed by causes beyond Landlord's reasonable control which shall include, without limitation (a) Acts of God, (b) action or inaction by Tenant or any Tenant Parties, (c) failure to perform or delays of parties with whom Landlord has contracted, (d) inability to obtain supplies, materials or labor, (e) interruption of utilities services, and (f) Applicable Laws limit Landlord's ability to fulfill its obligations, including, without limitation, related to Landlord's access to the Building or the Premises in relation to Applicable Laws concerning the Permitted Use (collectively, "**Force Majeure**"). As used herein, "**Tenant Parties**" means Tenant, Tenant's employees, invitees, contractors, patrons, agents and others lawfully acting by, through or under Tenant.

11. Tenant's Work, Alterations, Additions.

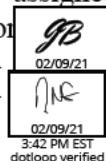
Tenant shall, at its sole cost and expense, perform all other work required to prepare the Premises for the operation of Tenant's business at the Premises ("**Tenant's Work**"). All such Tenant's Work shall be subject to Landlord's express prior written consent and shall be performed in compliance with this Section 11. Landlord shall not unreasonably withhold, condition, deny or delay consent for non-structural alterations or improvements, provided such proposed alterations or improvements do not adversely affect the mechanical systems of the Building, or the exterior of the Building; do not detract from the continuing utility and structural integrity of the Building or the Property; and otherwise comply with the terms hereof. Landlord's consent shall not be required for non-structural alterations or improvements that do not affect the structure of the Building or any Building systems. Before commencing Tenant's Work or seeking Permits and Licenses therefor, Ten



submit to Landlord for Landlord's approval, a copy of all plans and specifications prepared and stamped by a licensed architect and/or applicable engineer (to the extent required to obtain a building permit for the applicable alterations); evidence of insurance relative to such work in form and substance reasonably acceptable to Landlord in Landlord's reasonable judgment which shall be deemed reasonable if based upon the advice of Landlord's insurance advisor; and evidence of availability of funds sufficient to complete all such work. Before starting any alterations or improvements, including Tenant's Work, Tenant shall deliver to Landlord copies of all Permits and Licenses and other authorizations required under all Applicable Laws, all of which shall be maintained in Tenant's name in full force and effect. All alterations or improvements, including Tenant's Work, shall be at Tenant's sole cost and expense, shall be performed by Tenant in a good and workmanlike manner using new and first-class materials and supplies, free from defects in design, construction, workmanship and materials, in compliance with all Applicable Laws, and in a manner as will avoid jurisdictional and labor disputes, and once commenced shall be diligently pursued to completion. Tenant shall not permit any mechanic's, materialmen's, or similar lien to be placed upon the Premises or the Property for labor or materials furnished to Tenant or claiming to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and Tenant shall cause any such lien, if placed, to be released of record within fourteen (14) days after written notice thereof without cost to Landlord. Tenant shall, upon request, provide to Landlord from time to time, lien waivers from all parties performing work or supplying materials to the Premises. All fixtures, alterations or improvements, including, without limitation, Tenant's Work, made by Tenant or on Tenant's behalf or those acting, by, through or under Tenant to or at the Premises, the Building or the Property shall become the property of Landlord at the termination of Tenant's occupancy or, if requested by Landlord in accordance with the provisions of Section 20 below, all or any part thereof shall be removed by Tenant at Tenant's cost, and the Premises and any damage caused by such removal shall be repaired at the end of Tenant's occupancy and the Premises restored to the condition required by Section 20 below. Tenant shall exonerate, indemnify, defend and hold harmless Landlord for all loss, cost, damage and expense, including without limitation, reasonable attorneys' fees incurred by Landlord resulting from or relating to all fixtures, alterations or improvements, including, without limitation, Tenant's Work, made by Tenant or on Tenant's behalf or those acting, by, through or under Tenant to or at the Premises, the Building or the Property, and the foregoing provisions of this sentence shall survive expiration or earlier termination of this Lease.

12. Assignment/Subleasing.

Tenant shall not assign, sublet or otherwise license the whole or any part or use of the Premises, nor otherwise permit the use or occupancy of all or any portion of the Premises by any person or entity other than the Tenant signing this Lease without Landlord's express prior written consent, which consent shall not be unreasonably withheld, conditioned, denied or delayed. A precondition to Tenant's request for Landlord's consent to a sublet or assignment is that Tenant shall not be in Default under this Lease. Landlord's consent shall be determined consistent with the Permitted Use and based upon Landlord's approval of the adequacy of financial condition and clear business history of the proposed assignee, sublessee, licensee or user. In the event of a proposed assignment, sublease or



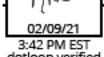
financial statements, supporting data and credit references of the proposed assignee, sublessee or licensee as requested by Landlord (including authority to conduct a credit check) shall be delivered to Landlord, and Landlord may withhold its consent if the proposed assignee's or sublessee's creditworthiness, financial condition or business history is not reasonably satisfactory to Landlord or if the proposed use is other than the Permitted Use. In all events, Tenant shall remain primarily liable to Landlord for the payment of all Rent and for the full performance of all agreements, covenants and conditions of this Lease required of Tenant. Additionally, any assignee shall assume all of Tenant's obligations under this Lease by execution of an assumption agreement on Landlord's form, with any failure of an assignee to sign such form resulting in the assignee being deemed to have assumed the Tenant's obligations under the Lease automatically without additional writing, in all events with the effect that the originally named Tenant and any assignee shall be jointly and severally liable for Tenant's obligations under this Lease. In the event of an assignment or subleasing, fifty percent (50%) of any rent and other compensation collected by Tenant exceeding Yearly Fixed Rent and Additional Rent due from Tenant under this Lease (after deducting the reasonable out-of-pocket costs incurred by Tenant to obtain such assignment or sublease on an amortized basis on the remaining Term for an assignment or term of a sublease for subletting) shall be remitted to Landlord as Additional Rent as and when first received by Tenant, and, to the extent a sublease is for less than all the Premises, then the foregoing determination shall be based on a proportional square foot calculation by Landlord. Tenant shall reimburse Landlord its reasonable third party costs incurred in connection with the processing of Tenant's request for consent, including, without limitation, reasonable legal fees, whether or not consent is ultimately forthcoming.

13. Subordination.

This Lease shall be automatically subject and subordinate to any and all mortgages, ground leases and other instruments in the nature of a mortgage or ground lease now or at any time hereafter a lien on the Property without requiring any writing by Tenant. In addition, Tenant shall, when requested, promptly (within seven (7) days) execute and deliver such written instruments as may be requested by Landlord to confirm the subordination of this Lease to mortgages, ground leases or other instruments in the nature thereof. With respect to mortgages and other instruments in the nature thereof executed after the Execution Date, the foregoing subordination is expressly conditioned upon Tenant reserving the right to continued occupancy of the Premises in accordance with the terms of this Lease for so long as Tenant is not in Default hereunder, as that term is defined in Section 18 below, notwithstanding any mortgage foreclosure or termination of ground lease.

Tenant agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord upon any foreclosure of any mortgage upon the Property or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage on the condition that such successor in interest does not disturb any of the rights of the Tenant under this Lease, so long as Tenant is not in Default hereunder.

Landlord, within thirty (30) days after the expiration of the Permitting Period, shall deliver to Tenant a commercially reasonable non-disturbance agreement(s) in recordable from fully executed by the holder holder(s) of any and all mortgage encumbering the Pr

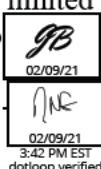


discharges of such mortgages, failing which, Tenant may elect to terminate this Lease. In the event Tenant terminates this Lease pursuant to the immediately preceding sentence, Landlord shall immediately reimburse to Tenant all Carry Costs paid by Tenant to Landlord under Section 32 below through the date Tenant terminates the Lease pursuant to this paragraph.

14. Landlord's Access.

Landlord and its agents may, at reasonable times and upon not less than forty-eight (48) hours advance written notice, enter the Premises to (i) view the Premises and remove placards and signs materially visible from outside the Premises not approved by Landlord, (ii) make repairs and alterations as Landlord reasonably determines is necessary in relation to Landlord's Roof and Structure Replacement Obligations, and to perform obligations of Tenant which Tenant has failed to timely perform within applicable notice and cure periods, and take any other action required or permitted hereunder, (iii) show the Premises to its lender(s), insurers, investors and others, and (iv) at any time within twelve (12) months before the expiration of the Term, show the Premises to tenant prospects. Tenant has represented to Landlord, to the best of Tenant's actual knowledge, that the Department of Public Health Regulations ("DPH Regs") provide the following: (a) the DPH Regs do not permit Tenant to give Landlord keys or other lock to access the Premises; and (b) the DPH Regs require that Landlord only access the Premises accompanied by an agent of Tenant and that such access is to be performed with strict conformance with the DPH Regs, with the applicable DPH Regs attached as **Exhibit B**. With Tenant in full occupancy of the Premises, Tenant assumes and is fully responsible at its sole cost and expense and without liability to Landlord to deal with all emergency situations arising out of Tenant's use or related in any manner to the Premises, the Building and/or the Property. Landlord shall use reasonable efforts under the circumstances, taking into consideration that Landlord needs to complete such work in a cost-effective and efficient manner, to exercise its rights set forth in this Section in a manner not to materially and adversely interfere with Tenant's business operations, with Tenant agreeing to cooperate with Landlord in relation to Landlord's exercise of such rights set forth in this Section, including, without limitation, Tenant removing Tenant's furniture, fixtures, equipment, personnel and all inventory, including all marijuana products, from work areas and with Tenant recognizing Landlord's need to timely complete such work. Tenant shall cooperate with Landlord in connection with the foregoing access and for the purposes described above. To the extent that there are any Applicable Laws related to Tenant's Permitted Use and Landlord's access to the Premises, Tenant is responsible to promptly update Landlord with any changes to such Applicable Laws and use best efforts to assist Landlord to comply with those Applicable Laws, including, without limitation, the DPH Regs.

Landlord and Tenant acknowledge and agree that, in accordance with state regulations, only registered agents, persons authorized by 935 CMR 500.105(14), and, subject to the requirements of 935 CMR 500.110(4)(e), outside vendors, contractors, and visitors, are allowed to access the Premises. Notwithstanding anything to the contrary in this lease, and as required by 935 CMR 500.110(4)(e), Landlord and Landlord's agents, visitors and guests must obtain a visitor identification badge prior to entering the Premises, and shall be escorted at all times by Tenant's agents authorized to enter the Premises' limited access areas. The visitor identification badge must be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out, and that log shall be available for



inspection by state regulatory authorities at all times. All visitor identification badges shall be returned to Tenant upon exit.

15. Indemnification and Liability.

Tenant shall exonerate Landlord and save Landlord harmless and indemnified from all loss, cost, damage and expense, including reasonable attorney's fees, incurred or suffered by Landlord on account of (a) matters occurring on or in the Premises, the Building and/or occurring outside of the Premises, but on or about the Property caused by the negligence or willful misconduct of Tenant or Tenant Parties unless such loss is caused by the negligence or willful misconduct of Landlord, (b) arising out of or related to the Permitted Use, including, without limitation, any injuries to persons or property, or (c) violations of Applicable Laws and failure to inform Landlord of Landlord Compliance Requirements. Landlord shall not be liable to Tenant or Tenant Parties, or any other parties for damage to Tenant's equipment, fixtures, inventory or other assets or goodwill or for any other consequence resulting or caused by Landlord's failure to perform any of its obligations under this Lease unless such failure is caused by Landlord's negligence or willful misconduct. In no event shall Landlord be liable for any indirect or consequential damages.

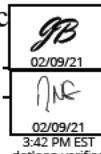
Except to the extent caused by the negligence or willful misconduct of Tenant, its agents, employees or contractors, Landlord shall hold Tenant harmless from and defend Tenant against any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Demised Premises, when such injury or damage shall be caused by the negligence or willful misconduct of Landlord, its agents, employees, contractors or invitees.

Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant release each other from any claims and demands of whatever nature for damage, loss or injury to the Property or to the other's property in, on or about the Premises and the Property that are caused by or result from risks or perils insured against under any property insurance policies required by the Lease to be maintained at the time of any such damage, loss or injury (or would have been covered and insured against if the party responsible therefor had carried the insurance required hereunder). Landlord and Tenant shall cause their insurers to waive any right of recovery by way of subrogation against either Landlord or Tenant in connection with any property damage covered by any such policies.

This Section shall survive the expiration or earlier termination of this Lease.

16. Tenant's Insurance.

Unless such loss is caused by the negligence or willful misconduct of Landlord, but subject to the waiver of claims and subrogation provided in Section 15 above, Tenant shall bear the sole risk of loss to its own leasehold improvements, equipment, inventory, personal property, and other assets within the Premises and Landlord shall have no responsibility for loss or damage thereto. Tenant shall maintain with respect to the Premises and the Property (i) casualty insurance covering all of Tenant's leasehold improvements, equipment, inventory and other personal property of Tenant; and (ii) commercial general liability insurance



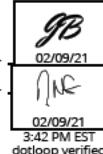
Landlord as additional insured, in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage liability written with a Best's A-VII rating or better. Tenant shall deliver certificates or other evidence of the foregoing coverages before the Term Commencement Date and thereafter not later than thirty (30) days before the expiration date of each policy. All such insurance certificates shall confirm that such coverage will not be canceled without at least twenty (20) days prior written notice to Landlord. If Tenant fails to deliver evidence of the required insurance coverages continuing during the term of this Lease, Landlord may at its election, obtain coverage on behalf of Tenant and Tenant shall promptly reimburse Landlord therefore.

17. Fire Casualty-Eminent Domain.

In the event that greater than twenty five percent (25%) of the Building is damaged by fire or other casualty or if any material portion of the Property is taken by eminent domain, then Landlord may elect to terminate this Lease within thirty (30) days of such taking, damage or casualty by written notice to the Tenant, in which event this Lease shall terminate and be of no further force and effect except for those obligations that by the terms hereof survive such termination. In the event of a casualty or eminent domain, unless Landlord or Tenant shall exercise an election to terminate as provided herein, this Lease shall continue in force and a just proportion of the Rent, Additional Rent and other charges hereunder, according to the nature and extent of the damages sustained by the Premises, shall be abated until the Premises, or what may remain thereof, shall be put by Landlord in proper condition suitable for Tenant's intended use. Notwithstanding the foregoing, Tenant may elect to terminate this Lease if (a) Landlord fails to give written notice within thirty (30) days after the casualty or taking of Landlord's intention to restore the Premises substantially to its prior condition, or (b) Landlord fails to restore the Premises to a condition substantially suitable for its intended use by Tenant within six (6) months from the later of the (a) date of said casualty or taking, and (b) the date Landlord gives Tenant written notice of its election to restore the Premises as provided above.

If the Premises shall be damaged by fire or other casualty (and if this Lease shall not have been terminated as provided herein), the damage to the Building shall be diligently repaired by Landlord to the substantially its prior condition. If Landlord fails to restore the Premises to a condition substantially suitable for its intended use by Tenant within six (6) months from the date of said casualty, then Tenant may terminate this lease.

In no event shall Landlord be required to spend in connection with its repair of insured casualty losses or restoration of eminent domain takings more than the amount of insurance proceeds or taking awards actually received. Landlord shall not be required to restore or replace any alterations which Tenant is, by the terms of this Lease, either entitled to, or may be required to remove upon expiration or early termination of this Lease, unless such Tenant improvements are included under Landlord's insurance as a part of the real property, and in no event shall Landlord be required to restore or replace any of Tenant's fixtures or personal property. Landlord shall not be liable for any inconvenience or annoyance to Tenant for injury to the business of Tenant resulting in any way from a taking, fire damage or casualty or occasioned by the repair thereof.



Landlord reserves, and Tenant grants to Landlord, all rights Tenant may have for damages or injury to the Premises on account of any taking by eminent domain except that nothing herein shall limit Tenant's right to seek a separate award for damage to Tenant's fixtures, personal property, or equipment and compensation for Tenant's relocation costs provided same does not reduce any award payable to Landlord.

18. Default.

Each of the following shall be a "**Default**" or an "**Event of Default**" by Tenant under this Lease:

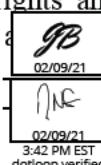
- (a) (i) Failure of Tenant to pay when due any installment of Yearly Fixed Rent, Additional Rent, Carry Costs or any other sum payable by Tenant under this Lease unless that failure is cured by Tenant within five (5) days after written notice from Landlord, but Tenant shall be in Default and not be entitled to written notice of failure to pay nor have any grace period or right to cure for failure to timely pay occurring more than twice in any consecutive twelve (12) month period; or (ii) failure of Tenant to comply with the insurance requirements of this Lease which failure has not been cured within seven days after written notice from Landlord; or (iii) failure of Tenant to timely comply with the estoppel or subordination requirements of this Lease.
- (b) Failure of Tenant to observe or perform any other of Tenant's covenants, agreements, or obligations required by this Lease unless that failure is corrected or fully cured by Tenant within thirty (30) days after written notice, provided that if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence but in all events within sixty (60) days unless Tenant has submitted reasonable evidence to Landlord of Tenant's efforts to cure the Default and Landlord has approved that such efforts may require additional time to achieve cure; or
- (c) If Tenant or any guarantor of Tenant's agreements hereunder shall file a petition under any bankruptcy; insolvency or similar law and, in either case, is not vacated, stayed or dismissed within ninety (90) days after filing;; or
- (d) If any such petition is filed against Tenant or any guarantor and, is not vacated, stayed or dismissed within ninety (90) days after such involuntary filing; or
- (e) If Tenant or any guarantor is declared bankrupt or insolvent according to law, or if any assignment shall be made of any of Tenant's or any guarantor's assets for the benefit of creditors.

Upon the occurrence of an Event of Default by Tenant, Landlord shall have the right, but not the obligation, to then immediately reenter and take complete possession of the Premises and declare the Term ended and remove Tenant's effects, and exercise any other rights and remedies available to Landlord at law or in equity, in all cases without prejudice to a

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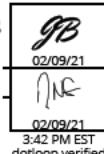
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remedies Landlord may thereafter assert to enforce its rights hereunder. Tenant shall indemnify Landlord against all loss of rent and other costs or liabilities which Landlord may incur by reason of such termination during the period which, but for that termination, would have been the remainder of the Term. If Tenant shall Default, Landlord, without being under any obligation to do so and without thereby waiving the Default, may pay such sums or take such actions as would be reasonably required to remedy that Default for the account and at the expense of Tenant, however, that remedy shall not be construed as a cure by Tenant. If Landlord makes any expenditure or incurs any obligation for the payment of money in connection with an Event of Default by Tenant including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding applicable to Tenant's use of the Premises or applicable to any Tenant obligation under this Lease, such sums paid or obligations incurred together with interest thereon at the Default Rate, shall be paid to Landlord by Tenant as Additional Rent within ten (10) days after demand therefor. Following an Event of Default, Tenant shall pay all Landlord's costs including, without limitation, reasonable attorneys' fees in enforcing Landlord's rights and collecting sums due Landlord hereunder.

In addition to the foregoing, in the event of a Default by Tenant resulting in Landlord's termination of this Lease, the following shall apply: upon Default and termination of the Lease, Tenant shall pay Landlord the following sums: (i) within seven (7) days after Default, the total of all amounts then due from Tenant under this Lease plus interest through the date of payment of these amounts and costs of collection, and (ii) within twenty- one (21) days after default, the total of Yearly Fixed Rent and Landlord's estimate of Additional Rent and other charges which may become due under this Lease through the end of the period which, but for the termination, would have been the remainder of the Term, present valued using a three percent (3%) annual discount factor for sums paid in advance (sums described in clauses (i) and (ii) above are sometimes herein collectively called "**Termination Rent**"). Provided Tenant timely otherwise pays and performs its obligations under this Lease including, without limitation, payment of the Termination Rent plus interest and costs of collection through the date of payment thereof, Tenant shall be credited with any amount Landlord collects for the Premises from a replacement tenant for the balance of the period which, but for the termination, would have been the remainder of the Term, after deducting all leasing costs, brokerage commissions and improvement costs incurred by Landlord for the replacement lease, shall be remitted to Tenant if, as and when received by Landlord, up to but not exceeding, the amount paid by Tenant as Termination Rent. Landlord at Landlord's option may make such alterations, repairs, replacements and decorations at the Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the Premises, and the making of such alterations or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way for the failure to collect the rents due under such re-letting, provided that Landlord acts in good faith. This Section shall survive the expiration or earlier termination of this Lease.

In addition to all other rights and remedies of Landlord, upon the occurrence of an Event of Default by Tenant, Landlord shall have the right, but not the obligation, to perform such Tenant obligations as would be necessary to remedy any Default including the right to enter upon the Premises to do so. Landlord shall, as a courtesy only, notify Tenant of its



to perform such obligation, and in the event of a failure by Tenant to perform an obligation required of Tenant by this Lease but which Landlord determines constitutes an emergency threatening imminent injury to persons or damage to property, Landlord shall have the right, but not the obligation, to enter upon the Premises after giving Tenant such notice, if any, as Landlord is reasonably able to provide, or if prior notice is not reasonably able to be provided, to give notice promptly after such entry. Notwithstanding the foregoing, such performance by Landlord shall not be deemed to cure Tenant's Default, and Tenant shall reimburse Landlord for all costs, including reasonable attorney fees, incurred by Landlord in connection therewith, with interest at the Default Rate on all amounts not paid within seven (7) days after demand.

In the event of any litigation between the parties hereto, the losing party shall reimburse the prevailing party for its reasonable court costs and attorneys' fees.

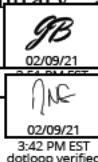
Notwithstanding anything to the contrary in this lease, Landlord and Tenant agree that at no time shall Landlord have the right to seize, remove, or take possession of any marijuana or marijuana products located on the Premises. Furthermore, Landlord hereby agrees that Landlord's rights and remedies following Tenant's default or any other failure to perform under this lease shall not include the seizure of assets protected by M.G.L. ch. 94G and all regulations promulgated pursuant thereto (i.e. any product containing any amount of marijuana). Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory of Tenant that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that, pursuant to 935 CMR 500.103(2), a Marijuana Establishment license, whether provisional or final, is nontransferable, and may not be assigned or transferred without prior Cannabis Control Commission approval. Landlord agrees that Tenant's Marijuana Establishment license, whether provisional or final, is not an asset that may be seized by Landlord or available as a remedy for Tenant's default or any other failure to perform under this lease.

19. Notices.

Notices hereunder shall be deemed duly given from and after such time as (i) deposited with the U.S. Mails, for delivery via registered or certified mail, return receipt requested, postage prepaid, (ii) deposited for overnight delivery with a national courier with delivery tracking service such as FedEx, or (iii) by in-hand delivery to Tenant or Landlord at his/their/its Initial Address on the Reference Data Pages hereof, or at such replacement address as may from time to time be given in writing.

20. Surrender.

At the expiration or other termination of this Lease, Tenant shall (i) remove all Tenant's goods and effects, but in no event shall Tenant remove all fixtures, furnishings and articles of personal property which are part of the heating, ventilation, air conditioning, electric or plumbing systems unless approved in advance or designated by Landlord for removal from the Premises; (ii) notwithstanding anything contained in this Lease to the contrary at



Landlord's election by written notice given no later than six (6) months prior to the expiration of the Term, remove Landlord-designated articles, fixtures, equipment, machinery, systems, finishes, additions and other improvements including, without limitation, any Tenant's Work, added to the Premises by or on behalf of Tenant after the Term Commencement Date; (iii) repair all damage to the Premises caused by the removal of any of the foregoing; (v) remove all Tenant signage (other than on the Building directory or suite placards) from the Premises and the Property and promptly repair all damage caused by such removal; and (vi) restore the Premises to the condition existing at the Term Commencement Date or such better condition as the Premises may have thereafter been placed, reasonable wear excepted and damage by insured casualty loss only excepted. Notwithstanding the foregoing, Tenant shall not be required to make any structural changes to the Building to accomplish the foregoing unless the same has been made by Tenant or on behalf of Tenant, and then only directed by Landlord. Title to all fixtures and additions required by this Lease to remain at the Premises at the end of the Term shall vest in Landlord free from any claim by Tenant or any party claiming through Tenant. At termination of this Lease, Tenant shall deliver to Landlord full possession of the Premises (and all keys and locks thereto) in good condition, reasonable wear and tear and damage by fire or other insured casualty only excepted. In the event of Tenant's failure to remove any of Tenant's or any subtenant's Marijuana Products, fixtures, furnishings, or other personal property from the Premises as of the expiration or other termination of this Lease, such property shall be considered to have been abandoned by Tenant (and its subtenants), and Landlord is hereby authorized (except for Marijuana Products not removed by Tenant which is addressed in the following paragraph), without liability to Tenant or its subtenants for loss or damage thereto, and at the sole risk of Tenant, to (a) remove and store any of that property at Tenant's expense, or (b) retain such property under Landlord's control, or (c) without further accounting to Tenant or any subtenant, sell at public or private sale, without notice, any or all of such property not so removed and to apply the net proceeds of such sale to the payment of any sum due from Tenant hereunder, or (d) at Tenant's expense, to otherwise remove, discard or destroy such property, without liability or accounting to Tenant or its subtenants. In addition to the foregoing, to the extent that Landlord is required to comply with Applicable Laws in relation to any goods and effects left behind by Tenant, including, without limitation, related to cannabis and cannabis related products, Tenant shall be responsible for all Landlord's costs and expenses related to such removal of Tenant's goods and effects. This Section shall survive the expiration or earlier termination of this Lease.

Notwithstanding anything contained in this Section 20 to the contrary, the Tenant shall have the right at any time during the term hereof and any extension or renewal thereof and also at the expiration of the term of this Lease Agreement, to remove any and all property, trade fixtures, and other equipment (except fixtures, plumbing, HVAC and electrical equipment) placed or installed by it on the Demised Premises. Any damage caused to the Demised Premises by the Tenant bringing into the Demised Premises of any such fixtures or equipment or their removal shall be repaired by the Tenant at its expense and the Demised Premises shall be restored to the condition it was in at the commencement of the Lease Term, reasonable wear and tear expected.

Tenant represents to Landlord, to the best of Tenant's actual knowledge, that the following provisions of this paragraph are requirements of Applicable Laws. Landlord has no

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Landlord Initial

Tenant Initial


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marijuana in any form, whether flower or marijuana-infused products or inventory that contains marijuana (collectively, “**Marijuana Products**”). Accordingly, Landlord has no rights to the seizure of assets or products protected by Chapter 334 of the Acts of 2016, MGL c. 94G and any substance regulated by the provisions of 935 CMR 500.000 i.e. any product containing any amount of marijuana. Landlord shall not be entitled to inventory of Tenant that contains any Marijuana Products as a remedy for Tenant’s Default. A Certificate of Registration, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior Department of Public Health approval. The Certificate of Registration held by Tenant is not an asset that may be seized by Landlord. Tenant shall be responsible for all of Landlord’s costs and expenses related to or arising out of Landlord’s compliance with this paragraph and shall exonerate, indemnify, defend and hold harmless in relation to the foregoing. This paragraph shall survive the expiration or earlier termination of this Lease.

21. Brokerage.

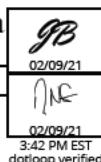
Tenant represents that Tenant was not shown the Premises nor has Tenant entered this Lease on account of the efforts of any party who may claim a commission or payment therefor other than the Broker as set forth in the Reference Data Pages, and if any party other than the Broker claims the right to be paid a commission or other payment on account of that party having introduced Tenant to the Premises, Tenant shall exonerate, indemnify, defend and hold harmless Landlord from any such claim.

22. AS-IS Condition of Premises.

Tenant acknowledges that Tenant is leasing the Premises in its “AS IS” condition, without representation or warranty of any kind by Landlord, and Landlord has no obligation to perform any renovations or improvements to the Premises. Any additions, improvements or upgrades required to the Premises and/or the utilities and systems presently serving the Premises for Tenant’s use or on account of Tenant’s particular business or operating requirements shall be provided, paid for and maintained by Tenant.

23. Extension.

Tenant shall have the right to extend the Term, in its then condition without requiring any Landlord improvements, to include the applicable Extension Term by giving written notice to Landlord of its intent to extend as set forth on the Reference Data Pages hereof. Yearly Fixed Rent for the Extension Term shall be the Extension Term Yearly Fixed Rent for each twelve (12) month period of the Extension Term, with monthly payments equal to one-twelfth of the Extension Term Yearly Fixed Rent as referenced in the Reference Data Pages. Tenant shall also pay Additional Rent during the Extension Term, consistent with Additional Rent payable during the Initial Term. During the Extension Term, all other terms of this Lease shall remain in full force and effect, except that there shall be no further right to extend after the expiration of the last Extension Term herein provided. Tenant’s right to extend the Term of this Lease is expressly conditioned upon (i) Tenant not then being in Default (as defined in Section 18 of this Lease) which Default has not been cured within the applicable notice and grace period, as of the date it gives its notice to extend the Term and on the a



Extension Term commencement date, and (ii) Tenant not having assigned this Lease or sublet all or any portion of the Premises without Landlord's consent. Failure of Tenant to timely give written notice to Landlord of its intention to extend the Term as required in the Reference Data Pages shall be deemed a waiver of Tenant's right to extend for the next succeeding Extension Term. Landlord's timely receipt of Tenant's notice of its election to extend shall extend the Term of the Lease for the applicable Extension Term, subject to the terms and conditions set forth in this Lease. Time is of the essence of the terms of this Section.

24. Landlord Liability and Default.

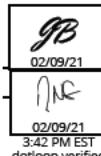
Landlord and each succeeding owner shall have no liability whatsoever except for its obligations during the period of its ownership. Landlord's liability under this Lease shall be limited to (a) damages and equitable relief of the asserted breach, and in no event shall Landlord be liable for consequential, punitive or indirect damages, or (b) rent paid by Tenant during the period of asserted breach. Further, recourse against Landlord under or on account of this Lease shall be limited to the Landlord's interest in the Property; in no event may Tenant or any other party seek or obtain recourse to or from the assets of any manager, member, trustee, beneficiary or partner of Landlord or any employee, partner, officer, director or shareholder of Landlord, its member, manager, trustee, beneficiary, managing agent or their respective successors and assigns.

Landlord shall not be deemed in default under this Lease nor shall Tenant have any cause of action against Landlord under this Lease unless and until Landlord receives written notice from Tenant detailing the asserted Landlord breach, and that breach continues without cure for thirty (30) days or such additional time as is required to effect cure provided Landlord has then commenced and thereafter reasonably diligently pursues cure; provided, however, and notwithstanding the foregoing, Landlord may be delayed or excused from performance as specifically provided in this Lease. Notwithstanding anything to the contrary contained in this Lease, (a) in no event shall Landlord be liable to Tenant or any other party for indirect, consequential, special or punitive damages, and (b) Landlord's and Tenant's obligations under this Lease are independent of each other, and, without limiting the generality of the foregoing, Tenant acknowledges that its covenant to pay Yearly Fixed Rent and Additional Rent hereunder is independent of Landlord's obligations hereunder.

25. Signage.

Tenant shall at its sole cost and expense be permitted to install Building standard signage ("Tenant's Exterior Signage"), with the design, sizing and construction of which shall be approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or denied. Tenant shall be responsible for obtaining any sign permits required by Applicable Law for Tenant's Exterior Signage. Tenant's Exterior Signage shall: (i) comply with all Applicable Laws; (ii) be maintained in first-class condition by Tenant at its sole cost and expense; and (iii) be removed at the end of the Term by Tenant at its sole cost and expense with any damage caused thereby restored.

26. Quiet Enjoyment.



Subject to the terms and conditions of this Lease provided no uncured Default of Tenant exists, Tenant shall be entitled to lawfully, peaceably and quietly have, hold, occupy and enjoy use of the Premises subject to the terms of this Lease, without hindrance or ejection by Landlord or Landlord's agent. The foregoing shall not be construed to impose any liability to Landlord on account of action taken or failed to be taken by any third party or on account of any action or agreement not specifically required to be performed by Landlord pursuant to the other terms of this Lease.

27. Tenant Holdover.

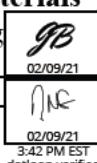
If, (i) Tenant's occupancy of the Premises continues beyond the Expiration Date or the earlier termination of this Lease (a "**Holdover Period**"), or (ii) Tenant fails to surrender the Premises to Landlord and fails to remove and restore as required by this Lease at the end of the Term or earlier termination of this Lease, Tenant shall be deemed a holdover for the Holdover Period on the following terms: Tenant shall be then deemed a month-to-month, tenant-at-will and otherwise on the same terms and conditions and including the same Tenant payment and performance obligations as applicable immediately prior thereto; Tenant's payment obligations for a Holdover Period shall include, without limitation, Yearly Fixed Rent and Additional Rent payable monthly in advance, Tenant shall be responsible for the same surrender provisions as applicable at the end of the Term, and Tenant shall be obligated to pay such increases in monthly Fixed Rent as Landlord gives Tenant at least seven (7) days prior written notice. Notwithstanding the foregoing, if Landlord has not agreed in writing in advance to a Holdover Period, Tenant's continued possession shall be as an unauthorized licensee at the last prior Yearly Fixed Rent increased by fifty (50%) percent. The foregoing shall not be construed to obligate Landlord to make available any holdover rights to Tenant initially or thereafter on a continuing basis subsequent to the Expiration Date or earlier termination of this Lease.

28. Tenant Request for Review, Approval or Other Action.

If Tenant requests Lender's approval or other action by Landlord, including, without limitation, consent to an assignment or sublease, or if Tenant or if Tenant requests any other document which in the reasonable opinion of Landlord requires review by Landlord's counsel, Tenant shall pay Landlord's reasonable counsel fees. Landlord shall have no obligation to enter any such agreement which expands its risks or obligations beyond the giving of notice to one additional party of a Tenant Default and Landlord's actions to terminate on account thereof.

29. Environmental Hazards.

Tenant agrees to conduct its business from the Premises in compliance with all Applicable Laws and in a manner as to assure and provide for the proper and safe purchase, storage, use and disposal of all substances and materials which are or may be classified under any Applicable Law as being "hazardous", "controlled" or "regulated" or which under Applicable Laws require special or restricted use or disposal (collectively "**Controlled Materials**"). Tenant shall exonerate, indemnify, defend and hold harmless Landlord from and ag



and all claims, demands, liability, damages, judgments, costs and expenses including all reasonable attorney's fees, arising on account of any failure by Tenant to comply with the provisions of this Lease and all Applicable Laws governing the purchase, use, transport, storage and disposition of Controlled Materials and any equipment utilizing Controlled Materials. In no event shall Tenant deposit regulated or Controlled Materials in any Property drain or trash receptacle, and Tenant shall be responsible to separately arrange and pay for its own safekeeping and disposal of all such Controlled Materials requiring separate disposition by appropriately licensed contractors, all in strict compliance with Applicable Laws. Tenant will provide Landlord, from time to time upon Landlord's reasonable request, with reasonable records and information specifically identifying any Controlled Materials generated, stored, transported, or disposed of on, at or from the Premises by Tenant. Tenant shall not be liable for the removal, encapsulation or disposal of hazardous materials at the Premises, the Building or the Property existing and in violation of hazardous materials laws as of the date of this Lease.

Landlord will indemnify, defend and hold Tenant harmless from and against any claim, cost, damage, expense (including without limitation reasonable attorneys' fees and expenses), loss, liability, or judgment now or hereafter arising as a result of any claim associated with any required cleanup or other actions arising from the existence, release or threatened release of Hazardous Substances on, in or under the Demised Premises which Hazardous Substances existed on the Premises, the Building or the Property on or prior to the date of this Lease unless such Hazardous Substances are released by Tenant, its agents or contractors during the term of this Lease. Without limiting the foregoing, in the event that any such Hazardous Substances are determined to be located on the Demised Premises, Landlord shall at Landlord's sole cost, promptly take all steps necessary to comply with all applicable laws and regulations and the provisions of this Lease. The provisions of this section shall survive any termination or expiration of this Lease.

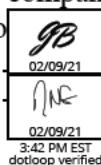
This Section shall survive the expiration or earlier termination of this Lease.

30. Waivers, Consents and Amendments.

Landlord shall not be deemed to have waived, obligated itself to defer, consented to or granted any postponement to or for Landlord's or Tenant's, as the case may be, performance of Landlord's obligations under this Lease, unless and until an agreement in writing for such waiver, deferral, consent or postponement has been signed by Landlord. Further, no postponement or delay by Landlord in pursuing collection and/or enforcement of Tenant's obligations under this Lease shall either excuse Tenant's subsequent and/or continuing responsibility therefor, whether with respect to prior, then current or future such obligations. No modification or amendment to this Lease shall be valid or binding unless and until in writing and signed by the party against whom enforcement therefor may be sought.

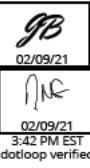
31. Other Provisions.

A. Tenant shall be responsible at its sole cost and expense, to arrange for regular trash removal from an established, commercial trash removal company and a company legally qualified to handle, transport and dispose of cannabis waste in co



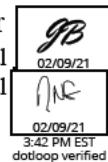
with Applicable Laws, including, without limitation, any agency or governmental authority overseeing the use of cannabis. Tenant shall keep the Premises, the Building and the Property in a clean, neat and orderly condition at all times in compliance with all Applicable Laws.

- B. Tenant shall have the right to park in 43 parking areas along the West portion of the Property in compliance with all Applicable Laws.
- C. Tenant will not permit any abandonment of the Premises.
- D. Within ten (10) business days after request by Landlord, Tenant will promptly complete an estoppel letter in form reasonably requested by Landlord to confirm the status of this Lease. Failure of Tenant to timely sign and complete the required estoppel shall, at Landlord's election, be a Default under this Lease.
- E. Tenant shall abide by all reasonable rules and regulations adopted by Landlord from time to time. In the event of any conflict between such rules and regulations and the terms and provisions of this Lease, the terms and provisions of this Lease shall control.
- F. No other agreements or representations have been made by either party except as expressly contained in this Lease. The submission of this document for examination and negotiation does not constitute an offer to lease or a reservation or an option for the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein, and this Lease may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.
- G. Exhibit A hereto shall be deemed incorporated herein, and at Landlord's option, shall be signed or initialed by Landlord and Tenant.
- H. The covenants and agreements of Landlord and Tenant shall be binding upon and inure to the benefit of each of them and their respective heirs, administrators, successors and assigns, subject to Landlord's consent to any such assignment by Tenant. No covenant, agreement or liability of any one party as Landlord, shall be binding upon another owner of the Property except for defaults occurring or incurred during such owner's period of ownership of the Property.
- I. For all purposes, Tenant and all guarantors of Tenant's performance under this Lease hereby agree and consent that jurisdiction for any litigation with respect to this Lease and/or enforcement or compliance by or against any of the parties shall be exclusively commenced and processed within the State courts of the Commonwealth of Massachusetts, and, for these purposes Tenant hereby consents to courts within the Middlesex County South. For all purposes, rules applicable to addresses for service of process for Landlord, Tenant and/or Guarantors shall be as required under the Notice provisions of this Lease. The foregoing is intended as a consent to Middlesex County



jurisdiction.

- J. If Tenant is more than one (1) person or party, Tenant's obligations shall be joint and several for each. Unless repugnant to the context, the term, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as the Landlord and Tenant respectively, together with their respective heirs, executors, administrators, successors and assigns, (without implying that Tenant has the right to assign this Lease except as specifically permitted by the terms of this Lease).
- K. The headings herein contained are for convenience and shall not be construed a part of this Lease. The sections and definitions on the Reference Data Pages and the provisions of all Exhibits annexed hereto are an integral and substantive part of this Lease.
- L. This Lease shall be construed under and be governed by with the laws of the Commonwealth of Massachusetts.
- M. Tenant represents and warrants to Landlord that Tenant is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and the person executing this Lease on behalf of Tenant has full right, power and authority to execute and deliver this Lease, and upon such execution and delivery, this Lease shall be binding upon Tenant. Landlord represents and warrants to Tenant that Landlord is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and the person executing this Lease on behalf of Landlord has full right, power and authority to execute and deliver this Lease, and upon such execution and delivery, this Lease shall be binding upon Landlord.
- N. If any provision of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected. The enumeration of specific examples of a general provision shall not be construed as a limitation of the general provision. The words "include", "included", or "including" or words of similar import mean including, without limitation.
- O. This Lease is executed as a sealed instrument and in multiple counterparts, all copies of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of any other copy. Time is of the essence of the obligations of the parties to be performed within a specific time frame in this Lease.
- P. No payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due the Landlord from the Tenant shall be deemed to be anything but payment on account, and the acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon a letter accompanying said check, that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and the Landlord may accept said check without prejudice to recover the balance due or



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dotloop verified

any other remedy.

- Q. Tenant and Landlord hereby waive, to the fullest extent permitted by law, any present or future right to trial by jury in any action or proceeding relating directly or indirectly to or arising out of this Lease or in any manner relating to the Premises, the Building or the Property. This waiver of right to trial by jury is given knowingly and voluntarily by Landlord and Tenant.
- R. Tenant and Landlord each represents and warrants to the other that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom such party is restricted from doing business (“**OFAC List**”). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant shall provide documentary and other evidence of Tenant’s identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant’s identity or to comply with any applicable legal requirement.
- S. Any trade fixtures and equipment installed in, or attached to, the Premises by, and at the expense of, Tenant shall remain the property of Tenant. Tenant shall have the right, at any time and from time to time during the Term of this Lease, to remove any and all of its trade fixtures and equipment, which it may have installed in, or attached to, the Premises, during the Term. In addition, at the expiration of this Lease, Tenant shall, in addition to Tenant’s requirements to comply with Tenant’s yield-up obligations under this Lease, remove all of Tenant’s trade fixtures and equipment and restore the Premises and related areas to its original condition. At any time that Tenant removes its trade fixtures and equipment, Tenant shall promptly repair the Premises as a result of any damage to, or destruction of, the Premises caused by the removal of its trade fixtures.
- T. Tenant and the other Tenant Parties shall not exacerbate any existing condition at the Premises or other portions of the Building or Property that causes such condition to no longer comply with Applicable Laws. Tenant shall pay for all costs and expenses related to Tenant’s breach of this Section and shall exonerate, indemnify, defend and hold Landlord harmless for all loss, cost, expense and liability resulting from the same. This Section shall survive the expiration or earlier termination of this Lease.
- U. To the extent that any representations, warranties or covenants of Tenant contained in this Lease are modified by changes in Applicable Laws or there are any new Applicable Laws related to Tenant’s Permitted Use, Tenant shall promptly inform Landlord of the same, and Tenant shall be liable for all costs related to compliance with the same, without cost, expense or liability to Landlord.

32. Carrying Costs.



Commencing upon the execution of the Lease and ending July 31, 2021 or until the Rent Commencement Date, whichever shall first occur (the “Permitting Period”) the Tenant shall pay the Landlord [REDACTED] per month as compensation to secure the Premises (the “Carry Cost”), commencing then on the first day of each month thereafter until and including July 1, 2021. The payments made as the Carry Cost shall be non-refundable and not applicable to first year’s rent. Tenant shall have access to the Property to conduct their own due diligence at their sole cost and expense, and at their own risk. Landlord maintains and owns all use and occupancy during the Permitting Period unless otherwise agreed to.

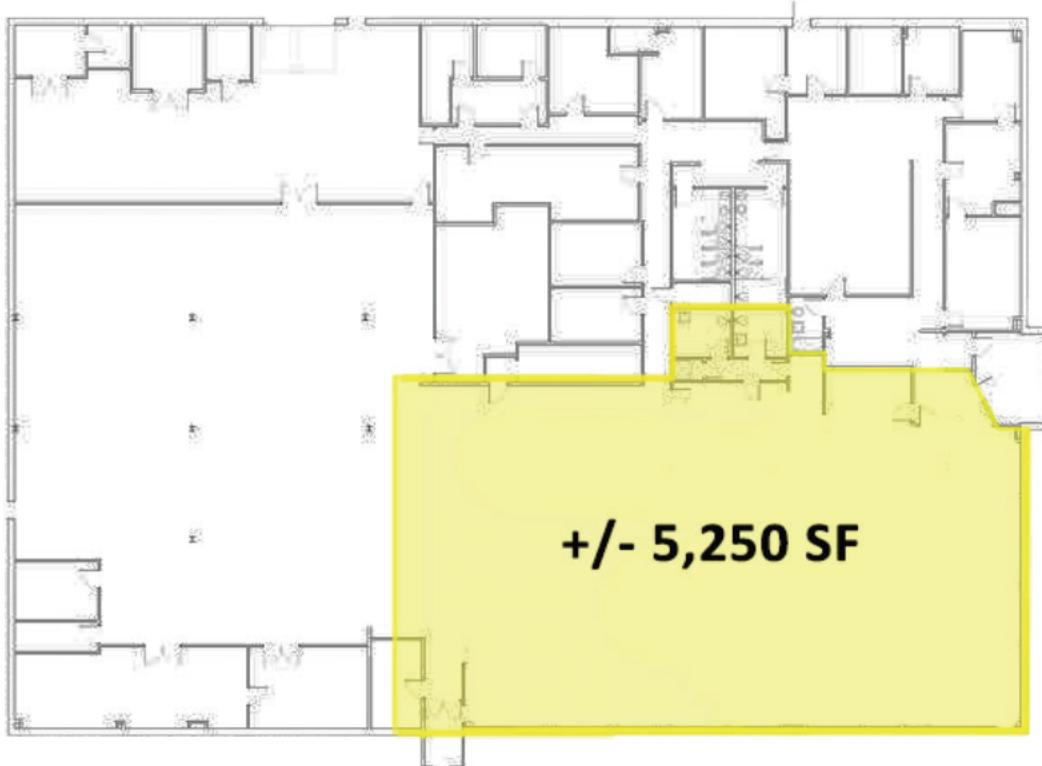
The Tenant may extend the Permitting Period commencing August 1, 2021 through November 30, 2021 (the “Extended Permitting Period”) by notifying the Landlord in writing of its intention to do so prior to March 15. During the Extended Permitting Period, the Tenant will pay the Landlord [REDACTED] per month as the Carry Cost commencing August 1, 2021 then on the first day of each month thereafter until and including November 30, 2021, which shall be non-refundable and not applicable to first year’s rent. Landlord maintains and owns all use and occupancy during the Extended Permitting Period unless otherwise agreed to. Tenant has the right during the Permitting Period and the Extended Permitting Period, to terminate the lease at any time with thirty (30) days written notice to Landlord.

33. Right of First Offer.

During the Term, in the event that Tenant is not in Default and Landlord intends to offer the contiguous space in the Property (“Contiguous Property”) to tenants, Landlord shall so notify Tenant (“**Market Notice**”) which Market Notice shall include the financial terms and general conditions (“**Lease Terms**”), including the proposed rent under which Landlord intends to market the Property to third-party tenants. Tenant shall then have a right of first offer (“**ROFO**”) to lease the Contiguous Property upon the Lease Terms set forth in the Market Notice. Tenant may exercise its lease of the Contiguous Property by giving written notice to Landlord of its intention to lease the Contiguous Property (“**Lease Notice**”) within ten (10) business days after Tenant’s receipt of the Market Notice. If Tenant does not deliver the Lease Notice to Landlord within ten (10) business days after receipt of the Market Notice, or if for any reason other than Landlord’s delay, Tenant does not enter into a lease agreement on the Lease Terms within thirty (30) days after Tenant’s receipt of a draft lease agreement from Landlord, then Tenant’s right to lease the Contiguous Property shall be deemed waived in its entirety with this paragraph of no further force or effect, and Landlord shall thereafter be permitted to lease the Contiguous Property to a third party tenant without any further obligation to Tenant.

EXHIBIT A

PREMISES





**ITEM 13: SITE PLAN, FLOOR PLAN, AND
SECURITY PLAN**



SPECIAL REQUIREMENTS:
PHOTOGRAPHS OF BUILDING AT
NIGHT











COPY OF EMAIL FROM CHIEF PINARD
REGARDING NO HISTORICAL
ADVERSE IMPACTS



David Giannetta <davidg@collective-cannabis.com>

Amendment to Hours of Operation - 537 Great Road

Tue, Aug 26, 2025 at 8:59 AM

Matthew Pinard <MPinard@littletonpd.com>
To: David Giannetta <DavidG@collective-cannabis.com>
Cc: James Duggan <jduggan@littletonma.org>, Jeff Patterson <JPatterson@littletonpd.com>, Douglas Landry <dlandry@littletonpd.com>

Mr. Giannetta,

Since the inception of Collective Cannabis in Littleton, we have had no issues at your location. Based on that, I have no concerns with your request to extend operating hours by one hour, opening at 8 am and no reason to oppose it. I have cc'd the Town Administrator, James Duggan on this response.

Matthew J. Pinard

Chief of Police

Littleton Police Department
500 Great Rd.
Littleton Ma. 01460
978-540-2341
mpinard@littletonpd.com

From: David Giannetta <DavidG@collective-cannabis.com>
Sent: Tuesday, August 12, 2025 1:29 PM
To: Matthew Pinard <MPinard@LittletonPD.com>
Subject: Fwd: Amendment to Hours of Operation - 537 Great Road

Good Afternoon Chief,

I sent an email last week and received an out of office reply through yesterday, 8/11/25. I'm sure you're playing catch up on emails, but I figured I would send a quick message with the original message included below. Please let me know your thoughts when you have a moment.

Thank you!

Good Afternoon Chief,

Following your recommendation, the Planning Board approved the following hours of operation for our Collective Cannabis location at 537 Great Road on September 16, 2024:

- * Sunday & Monday: 9 AM to 10 PM
- * Tuesday & Wednesday: 9 AM to 10 PM
- * Thursday – Saturday: 9 AM to 11 PM

With the recent opening of "Tree House Cannabis" at 1 Forge Village Road in Groton, which operates with 8 AM opening hours, we would like to propose a change to our hours of operation, allowing us to open at 8 AM Monday through Sunday. This adjustment would provide us with a competitive advantage over Tree House, leading to increased revenue for Collective Cannabis and, in turn, greater excise tax revenue for the Town of Littleton. All other previously approved hours of operation would remain unchanged.

Since we began operations in March 2022, we have successfully completed over 310,000 compliant transactions without any deficiencies. Collective Cannabis has also maintained a positive relationship with the Police Department and our business operations have not resulted in any negative impact.

Please let me know if you have any questions regarding this request.

Thank you.

Regards,

David Giannetta
Collective
President/CEO
(781) 953-4452



On Mon, Sep 9, 2024 at 5:54 AM Matthew Pinard <MPinard@littletonpd.com> wrote:

David,

The police department does not have an issue with the hour changes proposed.

Chief

MJP

Sent from my iPhone

On Sep 6, 2024, at 8:11 AM, David Giannetta <DavidG@collective-cannabis.com> wrote:

Warning – THIS EMAIL WAS SENT BY AN EXTERNAL SENDER

Good Morning Chief,

I had sent the email below to Maren and she had asked me to reach out to you. Can you take a look at what I am proposing in the email thread below and let me know your thoughts?

Thanks,

Dave

Regards,

David Giannetta
Collective
President/CEO
(781) 953-4452

[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]



CLOSING STATEMENT



Thank you for taking the time to thoroughly review our Special Permit Extension Application Submission. We sincerely appreciate your careful consideration and the diligence with which you evaluate these matters. We trust that the submitted materials meet the necessary criteria, and we look forward to your decision and the anticipated approval of the permit extension. Please feel free to reach out if any additional information or clarification is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "David Giannetta".

David Giannetta, Chief Executive Officer
Community Care Collective, Inc. ("Collective Cannabis")
DavidG@Collective-Cannabis.com
(781) 953-4452