

Submittal Documents

Adult Use Marijuana Establishment Special Permit Renewal

Site Plan Review

Water Protection District Special Permit

PREPARED FOR:

Sanctuary Medicinals

**234 Taylor Street
Littleton, Massachusetts**



Date: July 18, 2023

PLACES Associates, Inc.
256 Great Road, Suite 4, Littleton, MA 01460
(978) 486-0334 www.placesassociates.com



July 18, 2023

Littleton Planning Board
P.O. Box 1305
Littleton, MA 01460

Re: Sanctuary Medicinals, Inc.
Adult Use Marijuana Establishment Special Permit Renewal
Building Expansion Site Plan and Water Resource District Special Permit
234 Taylor Street, Littleton, MA
Places Project No. 5243

Dear Board Members:

On behalf of our client, Sanctuary Medicinals, Inc. this office herewith is submitting the application for the renewal of the Adult Use Marijuana Establishment Special Permit special permit, originally issued December 12, 2018. The applicant is also seeking Site Plan Approval and a Water Resource District Special Permit for a building expansion at their existing facilities at 234 Taylor Street.

Sanctuary has been operating at this site since 2017 and needs additional space for the automated equipment for packaging the products, shipping and transportation. Their proposed 14,346 s.f. addition will provide needed space for this equipment as well as for the storage of packaging materials. This addition will allow the business to become more efficient with the added space – there is no proposed increase in the amount of products grown or additional employees.

This Site Plan approval and Water Protection District Special Permits related specifically to the uses and building modifications related to the cultivation and manufacturing process were addressed at the time of the initial 2017 RMD Special Permit. This current application is specifically related to the increase in impervious surfaces resulting from the building addition and not any expansion of the previously identified special permit items (diesel fueled generator and hazardous materials in the building).

This submittal includes the following for the Adult Use Marijuana Establishment Special Permit Application two copies of each plus an electronic copy are provided unless indicated otherwise:

- A. This cover letter;
- B. Filing Fee Checks:
 - a. \$ 2,000.00 for the Adult Use Marijuana Establishment Special Permit Renewal
 - b. \$ 2586.50 Site Plan Review ($\$ 1500 + 0.25 \times 4,346 \text{ s.f.}$)
 - c. \$ 250 Water Resource Protection District Special Permit for Lot Coverage
- C. Littleton Planning Board Form 1 Basic Application
- D. Certified abutters list for 300' and 1500' including those in Boxborough.
- E. Project Narrative
- F. Parking Lease Agreement
- G. 1 full size and 1 reduced copy of the plan entitled "Proposed Expansion Site Plan, 234 Taylor Street for Sanctuary Medicinals, Inc" by Places Associates, Inc. dated July 2023.

H. 1 full size and 1 reduced copy of the plan entitled "Overall Floor Plan/Addition SMA Littleton Expansion" by Caveney Architectural Collaborative.

I. Site Plan Review Checklist including copy of Site Plan Review filing fee check.

J. Water Resource Protection District Checklist – Form 1A including Special Permit fee.

K. Marijuana Establishment Special Permit Application including filing fee check and Checklist

1. Copy of the Final, executed Community Host Agreement
2. Copy of the Cannabis Control Commission (CCC) licenses for Marijuana Product Manufacturer and Marijuana Cultivator.
3. Statement that no waivers were requested from the CCC
4. Copies of all Policies and Procedures approved by the CCC
5. Reduction of Environmental impacts on the Cultivation /Manufacturing Facility
6. Statement that no marijuana will be sold to the general public at 234 Taylor Street
7. The quantities of marijuana cultivated, processed, manufactured, packaged, transported and tested.
8. Statement confirming that no marijuana or marijuana will be smoked, burned or consumed on the premises.
9. Names and addresses of each owner of the Marijuana Establishment
10. Copy of Sanctuary Medicinals Articles of Organization
11. Copies of all licenses issued to Sanctuary Medicinals
12. Copy of Lease for 234 Taylor Street

L. Previous Marijuana Establishment and RMD Special Permits.

M. Stormwater Analysis

N. Electronic copy of all materials listed above.

Thank you and we look forward to working with you on the permitting process for this site.

Very truly yours,

Places Associates, Inc.

BY:

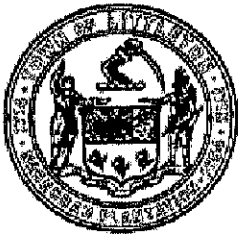


Susan E. Carter, P. E., LEED AP

President

Cc: Sanctuary Medicinals

Form 1 – Basic Application



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

**TOWN OF LITTLETON
PLANNING BOARD
FORM 1 APPLICATION
ADOPTED FEB. 2, 2022**

Filing Date: _____
Planning Board: _____
Town Clerk: _____
Filing Fee: _____
☐ Abutters List Attached

PART I. BASIC APPLICATION

Project Summary & Applicant Information

Project Name: Sanctuary Medicinals, Inc.
Location (Street Address): 234 Taylor Street
Assessor's Map/Parcel (s): R-9 Parcel 34

Applicant: Sanctuary Medicinals, Inc. contact: Joshua Weaver
Address: 234 Taylor Street, Littleton, MA 01460
Telephone: (646)573-3462 Email: jweaver@sanctuarymed.com

Property Owner: Premier Healthcare Group, LLC
Address: 234 Taylor Street, Littleton, MA 01460
Telephone: (646)573-3462 Email: jweaver@sanctuarymed.com

Registry: South Middlesex Book: 80418 Page: 388

Site Information

Total Area (Acres): 6.64 Ac. Lot Frontage (Lin. Ft): 486.5'

Zoning District(s):
☐ Residence
☐ Village Common
☐ Business
☐ King Street Common
☒ Industrial-A
☐ Industrial-B

All or a portion of the Site is also located in one or more overlay districts:
☐ Wetlands
☐ Floodplains
☐ Aquifer District
☒ Adult Use Marijuana District
☒ Water Resource District
☐ Littleton Village Overlay District
West—Beaver Brook Area

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 (§ 173-85 – § 173-92) *Attach Form 1C.*
- ☒ Adult Use Marijuana Establishment (§ 173-194 – § 173-202) *Attach Form 1G.*
- ☐ Sidewalk Curb Cut (§173-224) *Attach Form 1H.*
- ☐ VC District + AWRD Lot Coverage (§173-224) *Attach Form 1H.*

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: 7/18/23

Print: Josh Weaver

Signature: _____

Date: _____

Print: _____

Applicant

Signature: 

Date: 7/18/23

Print: Josh Weaver

Signature: _____

Date: _____

Print: _____

Applicant is: ☒ Owner ☐ Agent/Attorney ☐ Purchaser

PART IV. SUBMITTAL REQUIREMENTS

ALL APPLICATIONS

Required Materials		Notes
<input checked="" type="checkbox"/>	Application Cover Page	2 prints 1 electronic
<input checked="" 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 checked="" type="checkbox"/>	Forms & Checklists	See Application Cover Page for required forms & checklists based on specific special permits requested
<input checked="" 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 checked="" type="checkbox"/>	Vicinity map	all lots, streets, and driveways within 500 feet from the exterior boundary of the lot
<input checked="" 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 checked="" type="checkbox"/>	Existing & proposed topography	contours at 2' intervals
<input checked="" type="checkbox"/>	Construction area plan	showing all areas to remain undisturbed
<input checked="" 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 checked="" type="checkbox"/>	Utility plan	existing and proposed fire hydrants and sewer, water, gas, electric, and other utility lines and easements

<input checked="" type="checkbox"/>	Storm drainage plan	
<input checked="" 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 checked="" type="checkbox"/>	Exterior lighting plan	
<input checked="" 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 checked="" type="checkbox"/>	Drainage report (with calculations)	
<input type="checkbox"/>	Traffic impact assessment	

SITE PLAN REVIEW APPLICATIONS

Required Information & Materials		Notes
<input checked="" 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.

Abutters Lists – 300 and 1500'



TOWN OF LITTLETON
BOARD OF ASSESSORS

P.O. BOX 1305
LITTLETON, MA 01460
(978) 540-2410
FAX: (978) 952-2321

Date: 7/18/2023

Re: Certified List of Abutters for Planning Board – (1) 300ft and (2) 300ft to 1500ft of the subject property

Applicant: Rachel Smethers
Name of Firm: Places Associates, Inc.
Mailing Address: 236 Great Road, suite 4

Subject Parcel Location: 234 Taylor St
Subject Owner: Premiere Healthcare Group, LLC
Subject Parcel ID: r09-34-0

M.G.L. Chapter 40A, Section 11. "In all cases where notice of a public hearing is required notice shall be given by publication in a newspaper of general circulation in the city or town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of the hearing and by posting such notice in a conspicuous place in the city or town hall for a period of not less than fourteen days before the day of such hearing. In all cases where notice to individuals or specific boards or other agencies is required, notice shall be sent by mail, postage prepaid. "Parties in interest" as used in this chapter shall mean the petitioner, abutters, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town, the planning board of the city or town, and the planning board of every abutting city or town. The assessors maintaining any applicable tax list shall certify to the permit granting authority or special permit granting authority the names and addresses of parties in interest and such certification shall be conclusive for all purposes. The permit granting authority or special permit granting authority may accept a waiver of notice from or an affidavit of actual notice to any party in interest or, in his stead, any successor owner of record who may not have received a notice by mail, and may order special notice to any such person, giving not less than five nor more than ten additional days to reply."

I hereby certify the attached list of abutter(s) as stated in the M.G.L. Chapter 40A, Section 11.

Number of Abutter(s) 80__ including the subject parcels + 1 Applicant Requesting Abutter's List.

Certified by:

A handwritten signature in black ink, appearing to read "Hanna Axon", is written over a horizontal line.

Hanna Axon, Office Assistant

31 CRANE RD BERRY FLOYD BERRY MURIEL V 31 CRANE RD LITTLETON, MA 01460	R09 20 1 LUC: 101	253 TAYLOR ST PARTHASARATHY VIJAYAN NAGENDRA BHAVANA 253 TAYLOR ST LITTLETON, MA 01460	R09 29 0 LUC: 101	230 TAYLOR ST GRADY JOHN K TRUSTEE OF FOSTER/TAYLOR REALTY TRUST CONCORD ASSC- 323 WEST MAIN ST AYER, MA 01432	R09 32 0 LUC: 441
25 CRANE RD JEANSON JR MICHAEL J JEANSON JAMIE L 25 CRANE RD LITTLETON, MA 01460	R09 21 0 LUC: 101	4 LIBERTY SQ CANNISTRARO CHANG FAM TR CANNISTRARO DD & CHANG JC-TRS 4 LIBERTY SQUARE LITTLETON, MA 01460	R09 29 A LUC: 101	232 TAYLOR ST GRADY J, D RICE TRUSTEES OF CONCORD ASSOC FOSTER ST TRUST 323 WEST MAIN STREET AYER, MA 01432	R09 32 A LUC: 403
19 CRANE RD THOMAS CHERIAN THOMAS MOLLY 19 CRANE RD LITTLETON, MA 01460	R09 22 0 LUC: 101	1249 HILL RD FORGUES MARK L/E FORGUES LYNN L/E 1249 HILL RD LITTLETON, MA 01460	R09 29 B LUC: 101	300 FOSTER ST GRADY JOHN K, RICE DAVID B OF CONCORD ASSCS FOSTER ST TR 323 WEST MAIN STREET AYER, MA 01432	R09 33 0 LUC: 404
21 CRANE RD RICHARDSON BRIAN J BONUGLI-RICHARDSON NICOLE L 21 CRANE RD LITTLETON, MA 01460	R09 22 1 LUC: 101	1247 HILL RD MCHUTCHEON JOHN P+ELIZABETH TR JOHN/ELIZABETH MCHUTCHEON LVG 1247 HILL RD LITTLETON, MA 01460-2000	R09 29 C LUC: 101	234 TAYLOR ST PREMIER HEALTHCARE GROUP, LLC 234 TAYLOR ST LITTLETON, MA 01460	R09 34 0 LUC: 400
15 CRANE RD PALERMO JR PAUL A PALERMO CARRIE J 15 CRANE RD LITTLETON, MA 01460	R09 24 0 LUC: 101	LIBERTY SQ LITTLETON TOWN OF PARK DEPARTMENT PO BOX 1305 LITTLETON, MA 01460	R09 30 0 LUC: 930	BULKELEY RD WEBSTER LYLE D WEBSTER GRETCHEN O 33 BULKELEY RD LITTLETON, MA 01460	R09 5 0 LUC: 601
11 CRANE RD SMITH SEAN C SMITH JUDITH 11 CRANE RD LITTLETON, MA 01460	R09 25 0 LUC: 101	238 TAYLOR ST MACLEOD DOUGLAS S MACLEOD LOLA F 238 TAYLOR ST LITTLETON, MA 01460	R09 31 0 LUC: 101	41 BULKELEY RD WEBSTER WAYNE P HARTLEY-TRAINOR JANETANNE 41 BULKELEY RD LITTLETON, MA 01460	R09 5 1 LUC: 101
CRANE RD WANG ROY JIANG LING 1203 LIBERTY SQUARE RD BOXBOROUGH, MA 01719	R09 25 1 LUC: 132	236 TAYLOR ST CURRAN JAMES P RIGALI YOLANDA M 236 TAYLOR ST LITTLETON, MA 01460	R09 31 1 LUC: 101	17 BULKELEY RD GRAY DANA C GRAY KARIN M 17 BULKELEY ROAD LITTLETON, MA 01460	R09 5 2 LUC: 101
13 CRANE RD MEUNIER JONATHAN P MEUNIER KATELYN R 34 BAY DR SUDBURY, MA 01776	R09 25 2 LUC: 106	240 TAYLOR ST SCULLY KATHLEEN K 240 TAYLOR ST LITTLETON, MA 01460	R09 31 2 LUC: 101	33 BULKELEY RD WEBSTER LYLE D WEBSTER GRETCHEN O 33 BULKELEY RD LITTLETON, MA 01460	R09 5 3 LUC: 101
CRANE RD SAARISTO KEVIN SAARISTO KAREN 16 CHANDLER ST MAYNARD, MA 01754-1704	R09 25 3 LUC: 132	242 TAYLOR ST DRINKWATER LAURA J 242 TAYLOR ST LITTLETON, MA 01460	R09 31 3 LUC: 101	19 BULKELEY RD PRATAPA RADHA K PUTCHA VEENA S 19 BULKELEY RD LITTLETON, MA 01460	R09 5 4 LUC: 101
8 CRANE RD ARMSTRONG JOANNIE L STORMWIND BRIAN L 8 CRANE ROAD LITTLETON, MA 01460	R09 28 0 LUC: 101	244 TAYLOR ST MOHLENHOFF BENJAMIN A MOHLENHOFF BROOKE E 244 TAYLOR ST LITTLETON, MA 01460	R09 31 4 LUC: 101	23 BULKELEY RD PAVLOVIC DRAGANA KARLSSON JONAS 23 BULKELEY ROAD LITTLETON, MA 01460	R09 5 5 LUC: 101

21 BULKELEY RD THE FENTON FAMILY TRUST TRUSTEE FENTON JAMES T 21 BULKELEY RD LITTLETON, MA 01460	R09 5 6 LUC: 101	20 CRANE RD STALL ROBERT A 20 CRANE RD LITTLETON, MA 01460	R09 6 B LUC: 101	45 BULKELEY RD GUKASOV EDUARD A TEBELEKIAN ELINA 45 BULKELEY RD LITTLETON, MA 01460	R09 6 L LUC: 101
25 BULKELEY RD WEBSTER LYLE D WEBSTER GRETCHEN O 33 BULKELEY RD LITTLETON, MA 01460	R09 5 7 LUC: 016	24 CRANE RD MCCURDY III ALEXANDER S MCCURDY BRENDA M 24 CRANE ROAD LITTLETON, MA 01460	R09 6 C LUC: 101	43 BULKELEY RD MATTHEW ATASHA 43 BULKELEY RD LITTLETON, MA 01460	R09 6 M LUC: 101
7 BULKELEY RD WARD KEITH A 7 BULKELEY RD LITTLETON, MA 01460	R09 5 B LUC: 101	28 CRANE RD DIMASE JOHN F W DIMASE LOIS B 28 CRANE ROAD LITTLETON, MA 01460	R09 6 D LUC: 101	12 CRANE RD GARBERO PETRA V 12 CRANE RD LITTLETON, MA 01460	R09 6 N LUC: 101
11 BULKELEY RD WALSH JR VANCE J V 11 BULKELEY RD LITTLETON, MA 01460	R09 5 C LUC: 101	32 CRANE RD SCHNEIDER HOWARD A SCHNEIDER KAREN A 32 CRANE RD LITTLETON, MA 01460	R09 6 E LUC: 101	10 CRANE RD BERTOLINO VINCENT & MELISSA H 10 CRANE RD LITTLETON, MA 01460	R09 6 P LUC: 101
15 BULKELEY RD CROWLEY JENNIFER L TRUSTEE OF 15 BULKELEY ROAD REALTY TRUST 15 BULKELEY ROAD LITTLETON, MA 01460	R09 5 D LUC: 101	36 CRANE RD HARPHAM JEFFREY S HARPHAM LAUREN G 36 CRANE RD LITTLETON, MA 01460	R09 6 F LUC: 101	BULKELEY RD SWANSON DALE S SWANSON JILL M 36 BULKELEY RD LITTLETON, MA 01460	R09 7 0 LUC: 132
284 FOSTER ST BALZOTTI GREGORY BALZOTTI SHERI 284 FOSTER STREET LITTLETON, MA 01460	R09 5 E LUC: 101	40 CRANE RD NICHOLS DAVID J NICHOLS DAPHNE C 40 CRANE RD LITTLETON, MA 01460	R09 6 G LUC: 101	36 BULKELEY RD SWANSON DALE S SWANSON JILL M 36 BULKELEY RD LITTLETON, MA 01460	R09 7 1 LUC: 101
286 FOSTER ST KENYON BROCKTON COLLINS AINE 286 FOSTER ST LITTLETON, MA 01460	R09 5 F LUC: 101	44 CRANE RD JEFFERY BRYAN R JEFFERY CRYSTAL 44 CRANE RD LITTLETON, MA 01460	R09 6 H LUC: 101	14 BULKELEY RD MURPHY JOHN E 14 BULKELEY RD LITTLETON, MA 01460	R09 7 2 LUC: 101
290 FOSTER ST RIZZOLO ANTHONY J RIZZOLO JOSEPHINE 290 FOSTER ST LITTLETON, MA 01460	R09 5 G LUC: 101	48 CRANE RD MULLEN RUSSELL L MULLEN JOANN B 48 CRANE ROAD LITTLETON, MA 01460	R09 6 I LUC: 101	20 BULKELEY RD KUMAR SUMIT KUMAR ANGELINE G 20 BULKELEY RD LITTLETON, MA 01460	R09 7 4 LUC: 101
14 CRANE RD SLUYSKI KRISTEN L 14 CRANE RD LITTLETON, MA 01460	R09 6 0 LUC: 101	52 CRANE RD DIPALMA MICHAEL L DICHAPPARI MARIA 52 CRANE RD LITTLETON, MA 01460	R09 6 J LUC: 101	7 WILSON LN LOHMILLER MICHAEL THOMAS BLOOMSTEIN MARGOT 7 WILSON LANE LITTLETON, MA 01460	R09 8 1 LUC: 101
16 CRANE RD HILSINGER NANCY L TRUSTEE OF NANCY L HILSINGER INVSTMT TR 16 CRANE RD LITTLETON, MA 01460	R09 6 A LUC: 101	49 BULKELEY RD PIERCE BENJAMIN PIERCE MARIE I 49 BULKELEY RD LITTLETON, MA 01460	R09 6 K LUC: 101	5 WILSON LN XU JIANLIN XU XIA 5 WILSON LN LITTLETON, MA 01460	R09 8 2 LUC: 101

215 TAYLOR ST	R10 10 0	3 WESTVIEW RD	R10 3 0
CHB LITTLETON LLC	LUC: 104	GUTIERREZ ARTURO+CATALDO CLASS	LUC: 440
20 GARDEN ST		B TRS, SWEENEY D CLASS A TR	
DANVERS, MA 01923		C/O THE GUTIERREZ COMPANY	
		200 WHEELER ROAD	
		BURLINGTON, MA 01803	
153 TAYLOR ST	R10 14 0	1 WESTVIEW RD	R10 3 1
LITTLETON WATER DEPARTMENT	LUC: 930	GUTIERREZ ARTURO+CATALDO CLASS	LUC: 440
39 AYER RD		B TRS, SWEENEY D CLASS A TR	
LITTLETON, MA 01460		C/O THE GUTIERREZ COMPANY	
		200 WHEELER ROAD	
		BURLINGTON, MA 01803	
1250 HILL RD	R10 19 0	2 WESTVIEW RD	R10 3 2
SONI DEEPAK	LUC: 101	GUTIERREZ ARTURO+CATALDO CLASS	LUC: 440
DHILLON SHUBHLAKHAN KAUR		B TRS, SWEENEY D CLASS A TR	
1250 HILL RD		C/O THE GUTIERREZ COMPANY	
LITTLETON, MA 01460		200 WHEELER ROAD	
		BURLINGTON, MA 01803	
305 FOSTER ST	R10 2 1	11 WESTVIEW RD	R10 3 3
2641-2651 SANTA ANNA AVE LLC	LUC: 404	GUTIERREZ ARTURO+CATALDO CLASS	LUC: 440
80 ERDMAN WAY SUITE 301		B TRS, SWEENEY D CLASS A TR	
LEOMINSTER, MA 01453		C/O THE GUTIERREZ COMPANY	
		200 WHEELER ROAD	
		BURLINGTON, MA 01803	
295 FOSTER ST	R10 2 2	1248 HILL RD	R10 3 A
ASIJA PROPERTIES LLC	LUC: 404	BUSA FRANCIS V	LUC: 101
C/O SANDEEP ASIJA		BUSA SUSAN D	
440 CENTRAL STREET		1248 HILL RD	
ACTON, MA 01720		LITTLETON, MA 01460	
1252 HILL RD	R10 20 0	HILL RD	R10 3 B
KLOCK JAMES	LUC: 101	SWEENEY DANIEL G	LUC: 132
CAMPBELL-KLOCK PRISCILLA		78 CENTURY MILL RD	
1252 HILL RD		BOLTON, MA 01740	
LITTLETON, MA 01460			
1254 HILL RD	R10 21 0	241 TAYLOR ST	R10 5 0
MARRESE CHRISTOPHER R	LUC: 101	MORRISON BRUCE AL	LUC: 014
MARRESE NANCY A		241 TAYLOR ST	
1254 HILL RD		LITTLETON, MA 01460	
LITTLETON, MA 01460			
1256 HILL RD	R10 22 0	TAYLOR ST	R10 6 0
MORRISON BRUCE A	LUC: 101	GUTIERREZ ARTURO+CATALDO CLASS	LUC: 440
MORRISON NANCY L		B TRS, SWEENEY D CLASS A TR	
1256 HILL RD		C/O THE GUTIERREZ COMPANY	
LITTLETON, MA 01460		200 WHEELER ROAD	
		BURLINGTON, MA 01803	
247 TAYLOR ST	R10 23 0	225 TAYLOR ST	R10 7 0
SHIMMEL GARY A + KATHLEEN M	LUC: 101	GUTIERREZ ARTURO+CATALDO CLASS	LUC: 440
TRUSTEES OF ATS REALTY TRUST		B TRS, SWEENEY D CLASS A TR	
456 NEWTOWN RD		C/O THE GUTIERREZ COMPANY	
LITTLETON, MA 01460-2206		200 WHEELER ROAD	
		BURLINGTON, MA 01803	
1246 HILL RD	R10 24 0	219 TAYLOR ST	R10 8 0
BASAL MOHAMMED	LUC: 101	FOSS WILLIAM R, FOSS JANICE M	LUC: 101
1246 HILL RD		CHARLTON ELIZABETH A	
LITTLETON, MA 01460		219 TAYLOR ST	
		LITTLETON, MA 01460	



TOWN OF BOXBOROUGH
Assessors
29 Middle Road
Boxborough, Massachusetts 01719
978-264-1721 • FAX 978-264-3127
klim@boxborough-ma.gov

REQUESTER ☐
OFFICE ☐
TOWN BOARD ☐
RECEIVED
JUL 12 2023
Assessors
Boxborough, MA

REQUEST FOR ABUTTERS

DATE OF REQUEST: 7/11/2023 DATE LIST NEEDED: As soon as possible

PROPERTY LOCATION: 234 Taylor St, Littleton, MA 01460

MAP R09 LOT 34 BLOCK 0

PROPERTY OWNER: Premiere Healthcare Group, LLC

REASON FOR LIST

- ☐ CONSERVATION COMMISSION
☐ ZONING BOARD OF APPEALS
☒ PLANNING BOARD
☐ PRELIMINARY PLAN
☐ SITE PLAN
☐ DEFINITIVE PLAN
☒ SPECIAL PERMIT RMD - 1500 Feet
☐ BOARD OF SELECTMEN
☐ OTHER _____

RADIUS OF 300 FEET WILL BE USED FOR ALL ABUTTERS' LIST REQUEST

REQUESTER INFORMATION

NAME Rachel Smethers - Places Associates, Inc.
ADDRESS 236 Great Rd, Suite 4
Littleton, MA 01460
PHONE (978)486-0334 EMAIL rsmethers@placesassociates.com

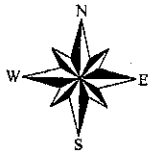
OFFICE USE ONLY

DATE LIST PREPARED: 7/11/2023
FEE CHARGED: 30
DATE PAID: 7/13/2023

AMOUNT PAID \$ 30
☒ CHECK # [REDACTED]
☐ CASH

FEE SCHEDULE: \$1.00 PER NAME IF THE LIST IS FOR CONSERVATION COMMISSION, \$2.00 PER NAME OTHERWISE
\$10.00 MINIMUM
\$30.00 MAXIMUM

LIST IS VALID FOR SIX (6) MONTHS. TOWN ASSESSOR IS ALLOWED TEN (10) BUSINESS DAYS FROM DATE OF REQUEST TO PROVIDE CERTIFIED LIST OF ABUTTERS.



Boxborough, MA

1 inch = 752 Feet

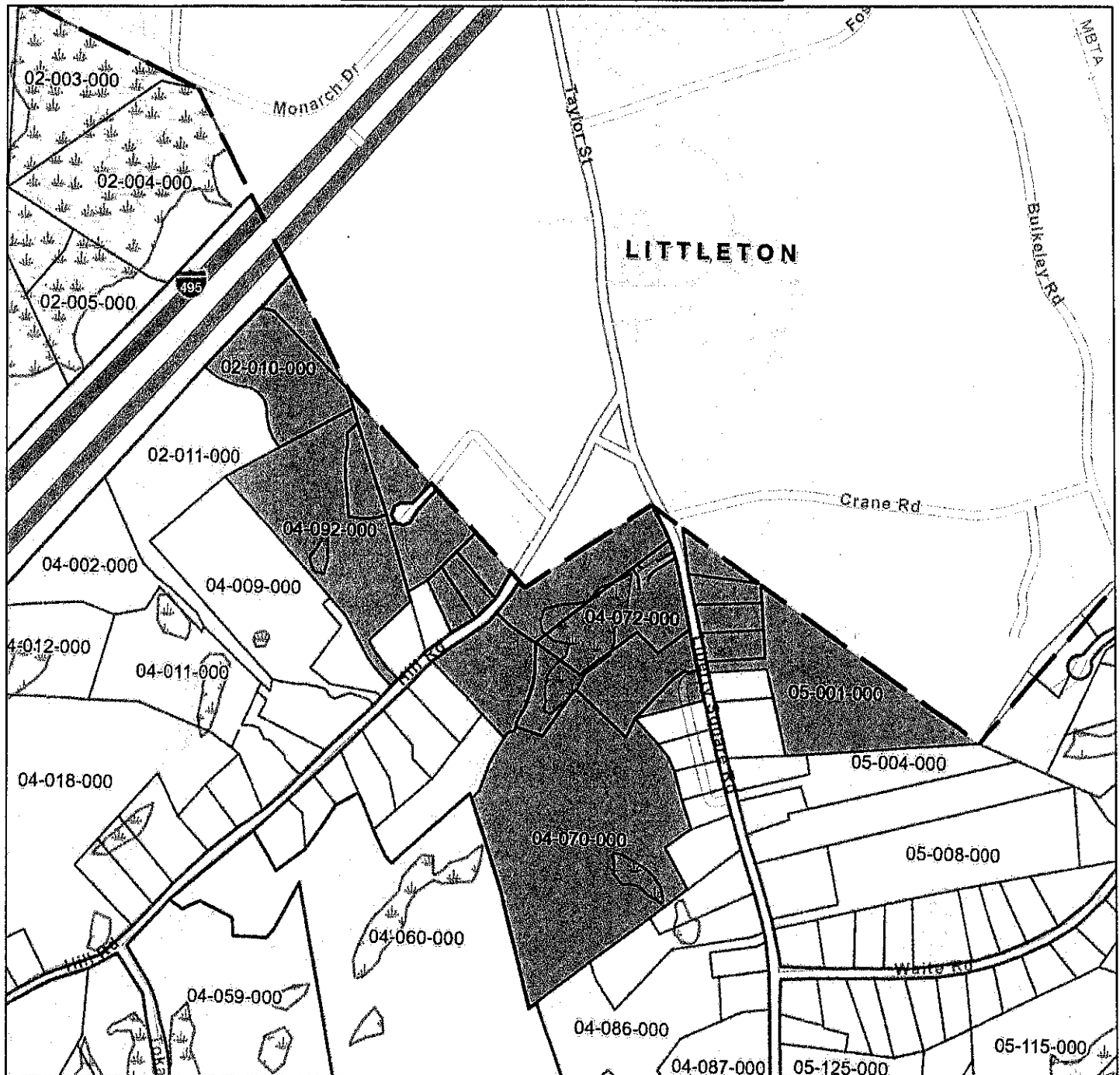


CAI Technologies

Production Mapping Geospatial Solutions

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July 11, 2023



Large Scale	Property Line	Outside Town Line
CAI Town Line	Road	Wet Areas
Parcel - Poly	Easements	World Hillshade

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0.1 feet Abutters List Report

Boxborough, MA
July 11, 2023

Subject Property:

Parcel Number: 04-060-000
CAMA Number: 04-060-000
Property Address: 1011 HILL ROAD

Mailing Address: BOXBOROUGH TOWN OF
CONSERVATION COMMISSION
29 MIDDLE ROAD
BOXBOROUGH, MA 01719

Subject Parcel: 234 Taylor St., Littleton, MA

Abutters:

Parcel Number: 02-009-000
CAMA Number: 02-009-000
Property Address: 100 SIDE LEONARD ROAD

Mailing Address: SWEENEY DENNIS P, TRUSTEE
MEENMORE DEVELOPMENT REALTY TR
733 TURNPIKE ST. #221 SHAWMUT
PROP. MGMT.
N. ANDOVER, MA 01845

Parcel Number: 02-010-000
CAMA Number: 02-010-000
Property Address: 1178 REAR HILL ROAD

Mailing Address: GUTIERREZ ARTURO J/JOHN A TRUS
SWEENEY DANIEL G, TRUSTEES
200 WHEELER ROAD
BURLINGTON, MA 01803

Parcel Number: 02-012-000
CAMA Number: 02-012-000
Property Address: 100 LEONARD ROAD

Mailing Address: SWEENEY DENNIS P, TRUSTEE
SHWAMUT PROP. MGMNT
STE #221 733 TURNPIKE RD.
N. ANDOVER, MA 01845

Parcel Number: 02-013-000
CAMA Number: 02-013-000
Property Address: 100 REAR LEONARD ROAD

Mailing Address: SWEENEY DENNIS P, TRUSTEE
MEENMORE DEVELOPMENT RT
PO BOX 507
CAMPTON, NH 03223

Parcel Number: 02-014-000
CAMA Number: 02-014-000
Property Address: LEONARD ROAD

Mailing Address: MEENMORE CONDOMINIUM
LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-101
Property Address: 1 LEONARD ROAD

Mailing Address: ALCH JASON
1 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-102
Property Address: 2 LEONARD ROAD

Mailing Address: ZHOU CHEN
149 STOW RD
HARVARD, MA

Parcel Number: 02-014-000
CAMA Number: 02-014-103
Property Address: 12A LEONARD ROAD

Mailing Address: HAGGERTY THOMAS M JR
12A LEONARD ROAD MEENMORE
CONDO
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-104
Property Address: 3 LEONARD ROAD

Mailing Address: BLEAKLEY JAMES R/ELENA T, TRUS
ROBILL REALTY TRUST IV
20 LIBERTY AVENUE
LEXINGTON, MA 02420

Parcel Number: 02-014-000
CAMA Number: 02-014-105
Property Address: 4 LEONARD ROAD

Mailing Address: 3G REALTY GROUP, LLC
1 GRAY PLACE
LITTLETON, MA 01460



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Boxborough, MA
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Parcel Number: 02-014-000
CAMA Number: 02-014-106
Property Address: 5 LEONARD ROAD

Mailing Address: CARVILL RAYMOND E., SR.
5 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-107
Property Address: 6 LEONARD ROAD

Mailing Address: SAI DHAM APARTMENT HOMES
26 THE FLUME
AMHERST, NH 03031

Parcel Number: 02-014-000
CAMA Number: 02-014-108
Property Address: 7 LEONARD ROAD

Mailing Address: SIMON JONATHAN P.
7 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-109
Property Address: 8 LEONARD ROAD

Mailing Address: HERTH JOHN D HERTH DESCENZA
DIANE
8 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-110
Property Address: 9 LEONARD ROAD

Mailing Address: JONES SUSAN B
9 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-111
Property Address: 10 LEONARD ROAD

Mailing Address: RANJITKAR MANISH C RANJITKAR
MANA L
5 VALLEY RD
ACTON, MA 01720

Parcel Number: 02-014-000
CAMA Number: 02-014-112
Property Address: 11 LEONARD ROAD

Mailing Address: EMSLAN 2, LLC
72 CROSS STREET
NORTON, MA 02766

Parcel Number: 02-014-000
CAMA Number: 02-014-113
Property Address: 12 LEONARD ROAD

Mailing Address: JONES TROY W
12 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-114
Property Address: 14 LEONARD ROAD

Mailing Address: GONZALEZ-STONESIFER JONATHON W
14 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-115
Property Address: 15 LEONARD ROAD

Mailing Address: KIM STEVEN Y
15 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-116
Property Address: 16 LEONARD ROAD

Mailing Address: FROMMER SCOTT B
16 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-117
Property Address: 17 LEONARD ROAD

Mailing Address: PETITPIERRE ERIC M
925 TICK NECK RD
FOSTER, VA 23056



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Boxborough, MA
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Parcel Number: 02-014-000
CAMA Number: 02-014-118
Property Address: 18 LEONARD ROAD

Mailing Address: GONTARZ WILLIAM
18 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-219
Property Address: 19 LEONARD ROAD

Mailing Address: WEINSTEIN BARRY
19 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-220
Property Address: 20 LEONARD ROAD

Mailing Address: FILATOV ALEKSEY
20 NOYES ST
NEEDHAM, MA 02492

Parcel Number: 02-014-000
CAMA Number: 02-014-221
Property Address: 21 LEONARD ROAD

Mailing Address: CHALISHAZAR NANDISH
CANJEEVARAM ASHVINI
17 SUTHERLAND DRIVE
NASHUA, NH 03062

Parcel Number: 02-014-000
CAMA Number: 02-014-222
Property Address: 22 LEONARD ROAD

Mailing Address: LEUNG BRUNO
23 KNOLLWOOD LANE
WAYLAND, MA 01778

Parcel Number: 02-014-000
CAMA Number: 02-014-223
Property Address: 23 LEONARD ROAD

Mailing Address: MURPHY DANIEL
21 NOURSE STREET
WESTBOROUGH, MA 01581

Parcel Number: 02-014-000
CAMA Number: 02-014-224
Property Address: 24 LEONARD ROAD

Mailing Address: SWEENEY DANIEL G, TRUSTEE
WHALER REALTY TRUST
78 CENTURY MILL ROAD
BOLTON, MA 01740

Parcel Number: 02-014-000
CAMA Number: 02-014-225
Property Address: 25 LEONARD ROAD

Mailing Address: XIA JINGQING SETHAKOSEE
PEERATORN
15 CAESAR JONES WAY
BEDFORD, MA 01730

Parcel Number: 02-014-000
CAMA Number: 02-014-226
Property Address: 26 LEONARD ROAD

Mailing Address: SAMMARCO GLEN
26 LEONARD RD UNIT 26
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-227
Property Address: 27 LEONARD ROAD

Mailing Address: GALLAGHER JOSEPH T
27 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-228
Property Address: 28 LEONARD ROAD

Mailing Address: SWEENEY DANIEL G, TRUSTEE
SCHOONER REALTY TRUST
78 CENTURY MILL ROAD
BOLTON, MA 01740

Parcel Number: 02-014-000
CAMA Number: 02-014-229
Property Address: 29 LEONARD ROAD

Mailing Address: TURPIN VIRGINIA A
29 LEONARD ROAD
BOXBOROUGH, MA 01719



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Boxborough, MA

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Parcel Number: 02-014-000
CAMA Number: 02-014-230
Property Address: 30 LEONARD ROAD

Mailing Address: MAHONY BRIAN J.
30 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-231
Property Address: 31 LEONARD ROAD

Mailing Address: SHAW LOIS A.
181 LITTLETON ROAD UNIT 433
CHELMSFORD, MA 01824

Parcel Number: 02-014-000
CAMA Number: 02-014-232
Property Address: 32 LEONARD ROAD

Mailing Address: MEYER JOAN S, TRUSTEE M&K REALTY
TRUST
120 RUSSET LANE
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-233
Property Address: 33 LEONARD ROAD

Mailing Address: CHEN IJEN
41 SINGLETARY LN
SUDBURY, MA 01776

Parcel Number: 02-014-000
CAMA Number: 02-014-234
Property Address: 34 LEONARD ROAD

Mailing Address: O'SULLIVAN JEFFREY P, TRUSTEE
THISTLE PJ IRREVOCABLE TRUST
P.O. BOX 2421
Acton, MA 01720

Parcel Number: 02-014-000
CAMA Number: 02-014-235
Property Address: 35 LEONARD ROAD

Mailing Address: RICHARDSON JUDITH A.
35 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-236
Property Address: 36 LEONARD ROAD

Mailing Address: CYR JOHN P, TRUSTEE LEONARD
ROAD REAL ESTATE TRUST
36 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-237
Property Address: 37 LEONARD ROAD

Mailing Address: BORA BHASKAR BORA AKASHBONTI
37 LEONARD ROAD UNIT 37
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-238
Property Address: 38 LEONARD ROAD

Mailing Address: LEHTINEN BRIAN J LEHTINEN AMANDA
B
88 BEACHVIEW RD.
LUNNEBURG, MA 01462

Parcel Number: 02-014-000
CAMA Number: 02-014-239
Property Address: 39 LEONARD ROAD

Mailing Address: BAUCH AARON M
475 CROSS ST
BOYLSTON, MA 01505

Parcel Number: 02-014-000
CAMA Number: 02-014-240
Property Address: 40 LEONARD ROAD

Mailing Address: PAGE THOMAS PAGE MICHAEL
BRADFORD
50 PAGE ROAD
WESTON, MA 02493

Parcel Number: 02-014-000
CAMA Number: 02-014-241
Property Address: 41 LEONARD ROAD

Mailing Address: ZHANG JIAJUN ZHANG LI
52 COOK STREET
BILLERICA, MA 01821



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Boxborough, MA
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Parcel Number: 02-014-000
CAMA Number: 02-014-242
Property Address: 42 LEONARD ROAD

Mailing Address: DECELLES LAWRENCE P DECELLES
KARI F
10 STRAWBERRY LANE
WESTFORD, MA 01886

Parcel Number: 02-014-000
CAMA Number: 02-014-243
Property Address: 43 LEONARD ROAD

Mailing Address: MARTEL ROSS W
43 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-244
Property Address: 44 LEONARD ROAD

Mailing Address: EGGERT JONATHAN EGGERT PATRICIA
44 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-245
Property Address: 45 LEONARD ROAD

Mailing Address: RICHEY JAMES L JR
51 WILLOW STREET
ACTON, MA 01720

Parcel Number: 02-014-000
CAMA Number: 02-014-246
Property Address: 46 LEONARD ROAD

Mailing Address: DECELLES LAWRENCE P DECELLES
KARI F
10 STRAWBERRY LANE
WESTFORD, MA 01886

Parcel Number: 02-014-000
CAMA Number: 02-014-247
Property Address: 47 LEONARD ROAD

Mailing Address: YANG XINXING LIANG GANG
P.O. BOX 126
HARVARD, MA 01451-0126

Parcel Number: 02-014-000
CAMA Number: 02-014-248
Property Address: 48 LEONARD ROAD

Mailing Address: KWAN FAY KWAN JUNE
48 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-349
Property Address: 49 LEONARD ROAD

Mailing Address: RHODES MATTHEW C.
49 LEONARD RD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-350
Property Address: 50 LEONARD ROAD

Mailing Address: ALCH JASON
50 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-351
Property Address: 51 LEONARD ROAD

Mailing Address: PAGE MICHAEL
50 PAGE ROAD
WESTON, MA 02493

Parcel Number: 02-014-000
CAMA Number: 02-014-352
Property Address: 52 LEONARD ROAD

Mailing Address: KINNUCANE MICHAEL J TRUSTEE
CHIARELLI BEVERLY A TRUSTEE
14 OVERLOOK DR EAST
FRAMINGHAM, MA 01701

Parcel Number: 02-014-000
CAMA Number: 02-014-353
Property Address: 53 LEONARD ROAD

Mailing Address: ZHENG ZHIKANG
53 LEONARD RD UNIT 53
BOXOBROUGH, MA 01719



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Boxborough, MA

July 11, 2023

Parcel Number: 02-014-000
CAMA Number: 02-014-354
Property Address: 54 LEONARD ROAD

Mailing Address: ROLLINS RICHARD
18 CARRIAGE LANE
STOW, MA 01775

Parcel Number: 02-014-000
CAMA Number: 02-014-355
Property Address: 55 LEONARD ROAD

Mailing Address: SOLE NIKHIL MANOJ SONAVANE
19 JOYCE LN
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-356
Property Address: 56 LEONARD ROAD

Mailing Address: BOUNDOUKIN DMITRI
56 LEONARD RD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-357
Property Address: 57 LEONARD ROAD

Mailing Address: GHATAK PAYEL DE ARNAB
57 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-358
Property Address: 58 LEONARD ROAD

Mailing Address: SWEENEY DANIEL G TRUSTEE
CLIPPER REALTY TRUST
78 CENTURY MILL ROAD
BOLTON, MA 01740

Parcel Number: 02-014-000
CAMA Number: 02-014-359
Property Address: 59 LEONARD ROAD

Mailing Address: IVES-POLITANO SARAH H DOIRON
THADDEUS PETER
59 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-360
Property Address: 60 LEONARD ROAD

Mailing Address: FOLEY JAMES L
60 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-361
Property Address: 61 LEONARD ROAD

Mailing Address: SMITH JENNIFER A
270 SUNDERLAND ROAD #28
WORCESTER, MA 01604

Parcel Number: 02-014-000
CAMA Number: 02-014-362
Property Address: 62 LEONARD ROAD

Mailing Address: FRANKE LOU ANN
62 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-363
Property Address: 63 LEONARD ROAD

Mailing Address: ROSA EVERALDO M.
63 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-364
Property Address: 64 LEONARD ROAD

Mailing Address: SWEENEY DANIEL G, TRUSTEE
PACIFIC REALTY TRUST
78 CENTURY MILL ROAD
BOLTON, MA 01740

Parcel Number: 02-014-000
CAMA Number: 02-014-365
Property Address: 65 LEONARD ROAD

Mailing Address: YUNG JEFFREY
15 FIELDSTONE DRIVE
WESTFORD, MA 01886



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Boxborough, MA
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Parcel Number: 02-014-000
CAMA Number: 02-014-366
Property Address: 66 LEONARD ROAD

Mailing Address: BOOTHROYD BRIAN J
360 LITTLETON ROAD 8-D
CHELMSFORD, MA 01824

Parcel Number: 02-014-000
CAMA Number: 02-014-467
Property Address: 67 LEONARD ROAD

Mailing Address: ECKERT RYAN
37 WINTER STREET
ASHLAND, MA 01721

Parcel Number: 02-014-000
CAMA Number: 02-014-468
Property Address: 68 LEONARD ROAD

Mailing Address: SWEENEY BARBARA ANN, TRUSTEE
QUARTZ REALTY TRUST
P.O. BOX 794
LITTLETON, MA 01460

Parcel Number: 02-014-000
CAMA Number: 02-014-469
Property Address: 69 LEONARD ROAD

Mailing Address: CAREY BRIAN J
69 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-470
Property Address: 70 LEONARD ROAD

Mailing Address: ROMILLY EDGAR P/ KENT CHARLES
MAGUE RICHARD CHARLES
26 ORCHARD DRIVE
LITTLETON, MA 01460

Parcel Number: 02-014-000
CAMA Number: 02-014-471
Property Address: 71 LEONARD ROAD

Mailing Address: SWEENEY BARBARA ANN, TRUSTEE
GARNET REALTY TRUST
P.O. BOX 794
LITTLETON, MA 01460

Parcel Number: 02-014-000
CAMA Number: 02-014-472
Property Address: 72 LEONARD ROAD

Mailing Address: BROOKS MARK B, TRUSTEE THE G.A.
SEELEY REALTY TRUST
P O BOX 683
ACTON, MA 01720

Parcel Number: 02-014-000
CAMA Number: 02-014-473
Property Address: 73 LEONARD ROAD

Mailing Address: GRAFFUM TAYLOR
73 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-474
Property Address: 74 LEONARD ROAD

Mailing Address: CHAU ALBERT CM CHAU MANDY XUE
16 EMERALD ST. APT 1
MEDFORD, MA 02155

Parcel Number: 02-014-000
CAMA Number: 02-014-475
Property Address: 75 LEONARD ROAD

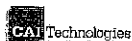
Mailing Address: LOPEZ AFIYA C. LOPEZ MATTHEW E.
75 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-476
Property Address: 76 LEONARD ROAD

Mailing Address: BONNELL BEVERLY L.
76 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-477
Property Address: 77 LEONARD ROAD

Mailing Address: EFRAT ITAY EFRAT RONIT
37 ORCHARD LANE
WAYLAND, MA 01778



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Parcel Number: 02-014-000
CAMA Number: 02-014-478
Property Address: 78 LEONARD ROAD

Mailing Address: RAVKIN VLADIMIR RAVKIN MARINA V
78 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-479
Property Address: 79 LEONARD ROAD

Mailing Address: GARDNER KATHRYN A
79 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-480
Property Address: 80 LEONARD ROAD

Mailing Address: BLACK GRACE
80 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-481
Property Address: 81 LEONARD ROAD

Mailing Address: LANDO CARL
1418 TECH VALLEY DR
WESTFORD, MA 01886-297

Parcel Number: 02-014-000
CAMA Number: 02-014-482
Property Address: 82 LEONARD ROAD

Mailing Address: DECELLES LAWRENCE P
10 STRAWBERRY LANE
WESTFORD, MA 01886

Parcel Number: 02-014-000
CAMA Number: 02-014-483
Property Address: 83 LEONARD ROAD

Mailing Address: PERINI FAMILY IRREVOCABLE HEALTH TRUST
PO BOX 131
HARVARD, MA 01451

Parcel Number: 02-014-000
CAMA Number: 02-014-484
Property Address: 84 LEONARD ROAD

Mailing Address: COBLEIGH SHAWN, TRUSTEE ROY
COBLEIGH FAMILY TRUST
84 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-485
Property Address: 85 LEONARD ROAD

Mailing Address: SWEENEY DANIEL G, TRUSTEE ISLAND REALTY TRUST
78 CENTURY MILL ROAD
BOLTON, MA 01740

Parcel Number: 02-014-000
CAMA Number: 02-014-486
Property Address: 86 LEONARD ROAD

Mailing Address: WAGMAN RICHARD
PO BOX 20234
ACTON, MA 01720

Parcel Number: 02-014-000
CAMA Number: 02-014-487
Property Address: 87 LEONARD ROAD

Mailing Address: KILINC BENTAN KILINC GULSUM
87 LEONARD ROAD UNIT 87
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-488
Property Address: 88 LEONARD ROAD

Mailing Address: CONCEISON JAMES
88 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-489
Property Address: 89 LEONARD ROAD

Mailing Address: MURPHY NANCY J
89 LEONARD ROAD
BOXBOROUGH, MA 01719



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Boxborough, MA
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Parcel Number: 02-014-000
CAMA Number: 02-014-490
Property Address: 90 LEONARD ROAD

Mailing Address: RAJBHANDARI BYAS RAJBHANDARI
ASHA
1 WILDERNESS ROAD
LITTLETON, MA 01460

Parcel Number: 02-014-000
CAMA Number: 02-014-491
Property Address: 91 LEONARD ROAD

Mailing Address: ZHURBA VITALIY ZHURBA YULIYA
7 PATRIOTS ROAD
ACTON, MA 01720

Parcel Number: 02-014-000
CAMA Number: 02-014-492
Property Address: 92 LEONARD ROAD

Mailing Address: MCCALL DOROTHY A
51 WILLOW STREET
ACTON, MA 01720

Parcel Number: 02-014-000
CAMA Number: 02-014-493
Property Address: 93 LEONARD ROAD

Mailing Address: MIDNEY BARBARA
93 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-494
Property Address: 94 LEONARD ROAD

Mailing Address: MCCARTHY KAREN
94 LEONARD ROAD
BOXBOROUGH, MA 01719

Parcel Number: 02-014-000
CAMA Number: 02-014-495
Property Address: 95 LEONARD ROAD

Mailing Address: COSTIN TR DIANE DEPETRINI TR
ERNESTO
21 SPARTAN ARROW ROAD
LITTLETON, MA 01460

Parcel Number: 02-014-000
CAMA Number: 02-014-496
Property Address: 96 LEONARD ROAD

Mailing Address: CANTINO FRANCIS J CANTINO MABEL
M
34 SHAKER LANE
LITTLETON, MA 01460

Parcel Number: 04-003-000
CAMA Number: 04-003-000
Property Address: 1238 HILL ROAD

Mailing Address: SWEENEY DANIEL G
78 CENTURY MILL ROAD
BOLTON, MA 01740

Parcel Number: 04-004-000
CAMA Number: 04-004-000
Property Address: 1228 HILL ROAD

Mailing Address: SWEENEY PATRICK R LEMIRE
KATHRYN S
1228 HILL ROAD
BOXBOROUGH, MA 01719

Parcel Number: 04-005-000
CAMA Number: 04-005-000
Property Address: 1214 HILL ROAD

Mailing Address: DIPESH PATEL LLC
49 WOOD LN
MAYNARD, MA 01754

Parcel Number: 04-069-000
CAMA Number: 04-069-000
Property Address: 1195 HILL ROAD

Mailing Address: WANG CHRIS WANG LUJIA
1195 HILL RD
BOXBOROUGH, MA 01719

Parcel Number: 04-070-000
CAMA Number: 04-070-000
Property Address: 1066 REAR LIBERTY SQUARE
ROAD

Mailing Address: BOXBOROUGH TOWN OF MUNICIPAL
29 MIDDLE ROAD
BOXBOROUGH, MA 01719



www.cai-tech.com

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7/11/2023

Page 9 of 10



0.1 feet Abutters List Report

Boxborough, MA

July 11, 2023

Parcel Number: 04-072-000
CAMA Number: 04-072-000
Property Address: 1190 LIBERTY SQUARE ROAD

Mailing Address: RAMBO LLC
48 THOREAU ST
CONCORD, MA 01742

Parcel Number: 04-073-000
CAMA Number: 04-073-000
Property Address: 1203 LIBERTY SQUARE ROAD

Mailing Address: WANG ROY JIANG LING
1203 LIBERTY SQUARE ROAD
BOXBOROUGH, MA 01719

Parcel Number: 04-074-000
CAMA Number: 04-074-000
Property Address: 1187 LIBERTY SQUARE ROAD

Mailing Address: KIDD MICHAEL J TEACHOUT HEIDI L
1187 LIBERTY SQUARE ROAD
BOXBOROUGH, MA 01719

Parcel Number: 04-075-000
CAMA Number: 04-075-000
Property Address: 1171 LIBERTY SQUARE ROAD

Mailing Address: OLMEDA OMAR M OLMEDA ERIKA M
1171 LIBERTY SQUARE ROAD
BOXBOROUGH, MA 01719

Parcel Number: 04-076-000
CAMA Number: 04-076-000
Property Address: 1155 LIBERTY SQUARE ROAD

Mailing Address: JENNER MARK JENNER SAMANTHA J
1155 LIBERTY SQUARE ROAD
BOXBOROUGH, MA 01719

Parcel Number: 04-078-000
CAMA Number: 04-078-000
Property Address: 1140 LIBERTY SQUARE ROAD

Mailing Address: BOXBOROUGH TOWN OF MUNICIPAL
29 MIDDLE ROAD
BOXBOROUGH, MA 01719

Parcel Number: 04-089-000
CAMA Number: 04-089-000
Property Address: 1220 LIBERTY SQUARE ROAD

Mailing Address: LIBERTY SQUARE BOXBOROUGH LLC
1220 LIBERTY SQUARE RD
BOXBOROUGH, MA 01719

Parcel Number: 04-091-000
CAMA Number: 04-091-000
Property Address: 1160 LIBERTY SQUARE ROAD

Mailing Address: BOXBOROUGH MRM, LLC
30 STOW ST
ACTON, MA 01720

Parcel Number: 04-092-000
CAMA Number: 04-092-000
Property Address: 1172 HILL ROAD

Mailing Address: FTB HOMES LLC
179 HARWOOD AVE
LITTLETON, MA 01460

Parcel Number: 05-001-000
CAMA Number: 05-001-000
Property Address: 1147 LIBERTY SQUARE ROAD

Mailing Address: ZHAO TING CHEN YING
1147 LIBERTY SQUARE ROAD
BOXBOROUGH, MA 01719

THIS IS A CERTIFIED ABUTTERS LIST FROM THE
TOWN OF BOXBOROUGH. WE CERTIFY THAT ALL
THE NAMES AND ADDRESSES OF ALL
PROPERTY OWNERS ARE ACCURATE TO
THE BEST OF OUR KNOWLEDGE.

Office of the Board of Assessors

Date



www.cai-tech.com

7/11/2023

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Page 10 of 10

Project Narrative



General Description:

Existing Conditions:

Sanctuary Medicinals has been operating a marijuana cultivation, processing and manufacturing business at their facility since 2017. At that time, modifications to the existing building were primarily interior of the building with the upgrade of the HVAC systems as necessary for the cultivation of marijuana. A locked dumpster and the installation of a large generator were also a requirement for the operation of the facility.

The site has 44 parking spaces which was sufficient for the projected 30 employees. Currently, there are approximately 90 employees over the course of the two shifts. Sanctuary has leased 30 parking spaces from the adjacent site to accommodate the demand.

The septic system failed and was upgraded to a 1650 gallon per day system in November 2022. This system can accommodate 110 employees and will result in a loading rate of 5.97 gallons per day per 1000 s.f. and did not trigger a Water Protection District Special Permit for sewage flows.

During the supply chain disruptions, Sanctuary purchased packaging supplies in bulk, necessitating the use of storage containers on site for this bulk storage of packaging equipment. These containers will be eliminated with the construction of the building addition.

Proposed Project:

The proposed building addition is approximately 14,346 s.f. and will be connected to the existing building with a sloped hallway as the building floor elevation will be 4' lower than the existing building to minimize grading/disturbance to the site. This building is being designed to house packaging for various manufactured products as well as the packaging necessary for shipping the product. There will be a larger secured storage area, area to prepare for transportation and small staff lounge/conference room. Two at grade garage doors with a limited paved driveway are provided to load product for distribution.

There will be no increase in the number of employees or product being grown and manufactured as the addition will alleviate the overcrowding in the current building and allow for automatic equipment in the manufacturing of the product.

The addition of roof area and the paved loading area will result in an increase in the impervious surfaces on the site. The lot coverage by buildings will increase to 17.7% and the overall lot coverage of impervious surfaces will be 33.0%. The HVAC system components, air handlers and condensers, require concrete pads and are more extensive than a typical industrial building and are included in these calculations.

Drainage has been provided to recharge the clean roof runoff as well as the runoff from the new impervious loading area, after 80% of the TSS has been removed with a hydrodynamic separator. The runoff is discharged into a infiltration system comprised of 48 infiltration chambers. These chambers attenuate and recharge the runoff from the new impervious surfaces resulting in no increase in the rate of runoff from the site for the 2,10,25 and 100 year storm (see Stormwater Analysis)

Water Resource Protection District- Supplemental Information

Storage of Petroleum in quantities greater than 500 gallons

The site will require an emergency generator. The cultivation of the marijuana plants is done in a controlled environment with electrical loads larger than can be provided by a single natural gas generator. The proposed generator will be diesel fueled with an attached tank below the generator (belly tank). This tank will be double walled and will have the state of the art monitoring devices as typically provided within the Town of Littleton. This fuel tank will have sufficient capacity to provide 48 hours of operating time. This remains unchanged.

173-62(B) Toxic or Hazardous Materials:

Toxic or Hazardous materials used in the processing the marijuana includes the use of ethanol or butane propane for the extraction in the laboratory and the use of isopropanol (rubbing alcohol) to clean surfaces in the lab. The ethanol comes in 5 gallon containers and there is one container on site. The isopropanol is generally quart to half gallon size. These are all stored in a fire proof cabinet that has secondary containment in the bottom. Hydrogen peroxide is also used in very small quantities for the sanitizing of surfaces in the cultivation areas. The maximum amount of these alcohols/solvents is 50 gallons.

The butane propane is a gas and is stored in a pressurized tank containing 125 lbs. Because it is pressurized, any release would be in a gaseous state and pose no risk to the groundwater.

In the preparation area for the plant cultivation, there are organic compounds and plant additives stored in a similar fire proof cabinet. The materials include pH adjustments, fertilizers and other plant supplements (minerals, beneficial microbes, root additives etc.) and are all organic and are not considered toxic or hazardous. This remains unchanged.

Ethanol is recovered and recycled in the extraction process, minimizing the amount of ethanol delivered to the site. All of the above materials are utilized in small quantities and are generally carried in by personnel through the main entrance. Spill cleanup materials are readily available in the facility.

Impervious Cover:

The existing As-built lot coverage is 27%, reflective of the concrete pads for the HVAC equipment and generator. The proposed building will increase the total impervious surfaces to 33% and the building coverage to 17.7%. Roof runoff will be recharged in an infiltration system.

173-63 Design and Operation Guidelines

The cultivation and processing system has been designed to recycle the process water, recovering water from dehumidifiers/chillers and floor drains. Any waste process water is stored in a holding tank and removed from the site.

The emergency generator is located at the front of the site, near the primary power source which is the most efficient location. Natural gas does not provide sufficient electrical output for the loading needed by the facility in the event of an outage.

Stormwater Operation and Maintenance Plan - Long Term Pollution Prevention

Ongoing maintenance is required for the proper function of the stormwater management system allowing the system prevent pollution for the long term. This document provides a guideline for this work and allows for record keeping.

Stormwater Management System Owner: Property Owner

Party Responsible for Maintenance: Property Owner/Sanctuary Medicinals

Snow Removal

Snow removal from this private site is be the responsibility of the property owner. Snow should not be plowed or stockpiled on the catchbasin.

Preliminary Stormwater O&M Maintenance Budget

Inspection and maintenance = \$250 x 4 times per year = \$1,000±

Site Specific BMP Maintenance Plans

(Reference MADEP Volume 2, Chapter – Structural BMP Specifications for the Massachusetts Stormwater Handbook and/or Manufacturer's specifications)

Deep Sump/Hooded Catchbasins

Inspect and clean deep sump basins 4 times per year.

If handling runoff from land uses with higher potential pollutant loads or discharging runoff near or to a critical area, more frequent cleaning may be necessary. Clamshell buckets are typically used to remove sediment in Massachusetts. However, vacuum trucks are preferable, because they remove more trapped sediment and supernatant than clamshells. Vacuuming is also a speedier process and is less likely to snap the cast iron hood within the deep sump catch basin. Structural BMPs. Although catch basin debris often contains concentrations of oil and hazardous materials such as petroleum hydrocarbons and metals, MassDEP classifies them as solid waste. Unless there is evidence that they have been contaminated by a spill or other means, MassDEP does not routinely require catch basin cleanings to be tested before disposal.

Parking Lease Agreement

**USE AND OCCUPANCY AGREEMENT
SANCTUARY MEDICINALS, INC.:**

This Use and Occupancy Agreement made the 19th day of February, 2021, between:

CONCORD ASSOCIATES FOSTER STREET TRUST (herein the
“Owner”) of 300 Foster Street Littleton MA, and **SANCTUARY
MEDICINALS, Inc., A Massachusetts corporation** (herein the
“Occupant”); witnesseth the agreement of the parties hereto:

SPACES: Owner agrees to allow Occupant the use and occupancy a portion of the upper parking lot located at 300 Foster Street, Littleton MA consisting of, initially thirty (30) designated parking spaces (herein, the “Spaces”) as located and depicted on the attached plan from month to month under the terms and conditions of this Agreement. In no event is it the intention of the parties to create any leasehold interests or rights or a tenancy of any kind or to give Occupant any rights beyond those recognized under the laws and regulations of the Commonwealth of Massachusetts in favor of an occupant under a Use and Occupancy Agreement. It is the mutual Agreement of the parties that Occupant shall use and occupy the Spaces on a thirty (30) day notice basis starting February 19, 2021, which will allow both the Owner and the Occupant the right to terminate this Agreement by giving the other party written notice of their intent to vacate the Spaces or cause the Spaces to be vacant thirty (30) days prior to the termination date.

FEE. The Occupant agrees to pay to the Owner a fee for the use and occupancy rate of Seventy Five Dollars (\$75.00) per parking space per month times thirty (30) parking spaces for a monthly rate of \$2,250 for the Spaces payable on or before the 19th of the month preceding occupancy. The first month's fee will be due on or before February 19, 2021. The Owner will invoice Occupant monthly, in advance of the due date.

In addition, the Occupant shall be responsible for snow removal at the Spaces. In the event Occupant fails and neglects to make payments of the fees required, or otherwise meet its obligations, hereunder, and continues to remain in possession of said Spaces after ten (10) days written notice to cure said failure and pay said fees or otherwise meet its obligations hereunder, Owner may take action immediately to terminate Occupant's possession of said Spaces, including by locking or otherwise securing the portion of Owner's premises containing the Spaces.

SURRENDER. At the expiration of occupancy, the Occupant shall surrender the Spaces in as good a state and condition as they were in at the commencement of the term, reasonable use and wear thereof and damage by the elements excepted.

QUIET POSSESSION. The Owner agrees that the Occupant, on payment of the said fees and performing the covenants herein contained, shall peaceably and quietly occupy the Spaces as aforesaid.

DS
JW

DS
EM

DEFAULT. The Occupant further agrees that if any default be made in the payment of said fee, or any part thereof, or if any default be made in the performance of any other covenants herein contained, this Agreement, at the option of the Owner, shall terminate; and the Owner may re-enter the Spaces, and remove all persons therefrom.

INDEMNITY. Occupant shall: (i) hold and save Owner free and harmless from any damage or injuries to persons or property by reason of any cause whatsoever on the premises of the Owner (ii) to reimburse Owner upon demand for any moneys which Owner is required to pay out for any reason whatsoever under this Agreement or in connection with or as an expense in defense of any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Owner, affecting or due to the conditions or use of the Spaces or acts or omissions of the Occupant or employees of the Occupant, or arising out of or based upon any law, regulation, requirement, contract or award relating to the employment, working conditions, wages or compensation of employees or former employees; and (iii) to defend promptly and diligently, at Occupant's sole expense, employing counsel approved by Owner, any claim, action or proceeding brought against Owner arising out of or connected with any of the foregoing or this Agreement, and to hold harmless and fully indemnify Owner from any judgment, loss or settlement on account thereof. This paragraph and obligations set forth herein shall survive the termination of this Agreement.

It is furthermore agreed between the parties:

1. **"As is condition":** The Occupant shall take possession of the Spaces in "as is" condition; The Occupant shall not make any alterations to the Spaces without receiving prior written authorization from the Owner. Occupant shall take full responsibility for policing the authorized use of the Spaces.
2. **Insurance.** The Occupant shall provide, at its sole expense, proof of liability insurance with limits not less than One Million (\$1,000,000.00) Dollars per claim and Two Million (\$2,000,000.00) Dollars in the aggregate and naming the Owner as an additional insured, as well as proof of property damage insurance with limits not less than Fifty Thousand (\$50,000.00) Dollars. The Occupant shall provide Owner with a copy of its insurance policy naming Owner as an additional insured.
3. **Assignment.** The Occupant shall use the Spaces under this Use and Occupancy Agreement exclusively and that the Occupant will not, without the prior written consent of the Owner, assign this Agreement, nor let or underlet the whole or any part of the said Spaces, nor make any alterations therein or thereupon without the prior written consent of Owner.
4. **Access to Spaces.** The Occupant agrees that the Owner shall have the right to enter into and upon the Spaces, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the Maintenance, safety and preservation thereof.

DS DS



5. **Requirements of Law.** The Occupant is to comply with all applicable federal, state and local laws, ordinances and rules for the term of this Agreement, including, without limitation, any applicable zoning or land use restrictions. Any permits or approvals required to be obtained from the Town of Littleton shall be at the sole risk, responsibility and expense of the Occupant and on entry upon the Spaces shall be made without such approvals, if any.

6. **Representatives Bound.** The covenants and conditions herein contained shall apply to and bind the heirs, executors and legal representatives of the parties hereto. This instrument may not be changed orally, but rather by writing signed and delivered by the parties hereto.

7. **Security Deposit.** \$2,250.00 due upon execution of this Agreement and delivery of proof of insurance.

NOTICES. All notices to Licensee and Licensor shall be in writing and shall be sufficiently given if delivered or if sent by certified mail to the following addresses:

Owner:

**Concord Associates, LLC
c/o Liisa Marino
323 W Main St., Suite 1
Ayer, MA 01432**

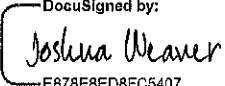
Occupant:

**SANCTUARY MEDICINALS, INC.
c/o Joshua Weaver, CFO
234 Taylor St.
Littleton, MA 01460**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

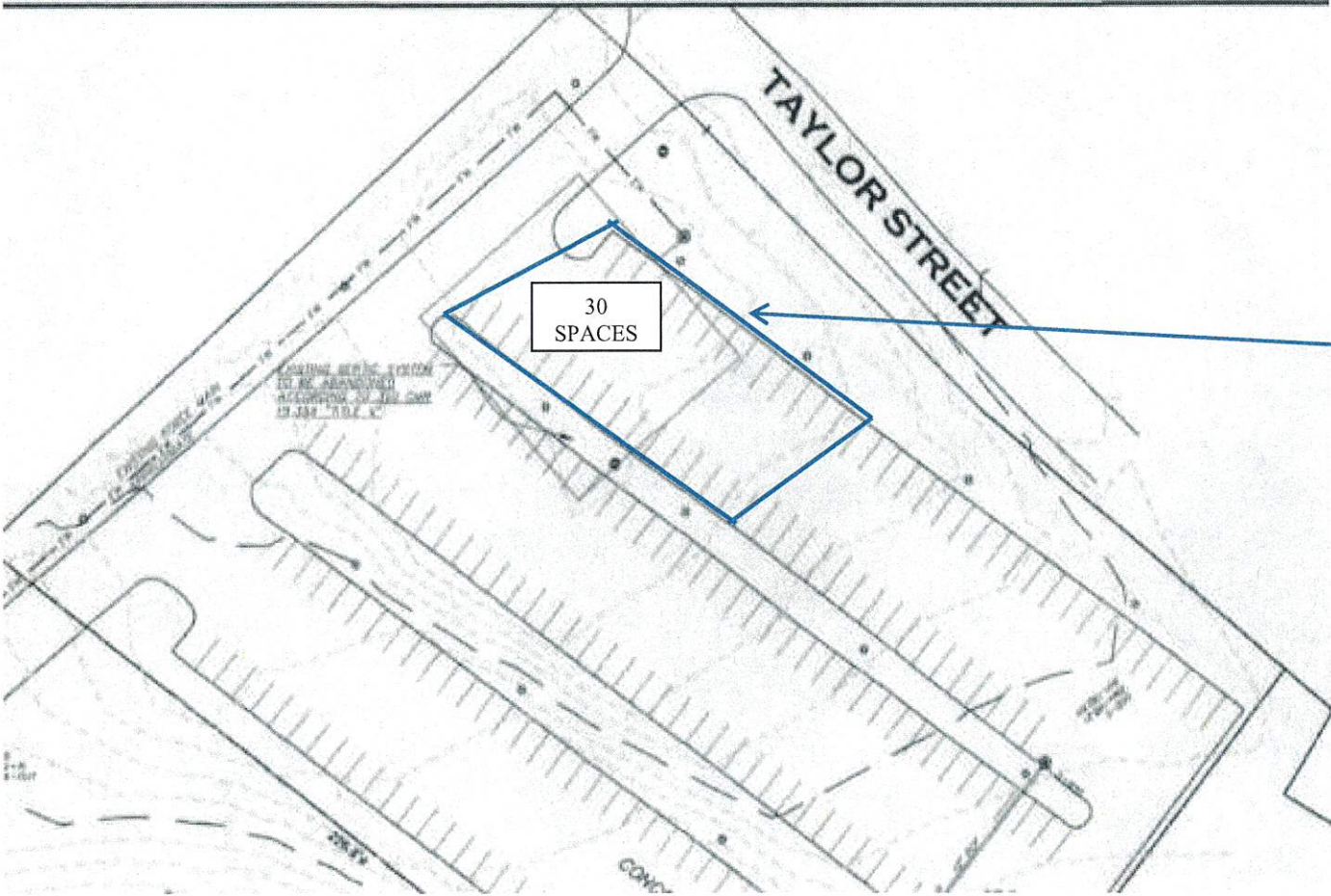
In the Presence of

DocuSigned by:
 2/19/2021
19E4E667C15F472...
Elizabeth Marino, authorized agent for Date
CONCORD ASSOCIATES FOSTER STREET TRUST

DocuSigned by:
 2/19/2021
E878E8ED8FC5407...
By, Mr. Joshua Weaver, CFO, Date
hereunto duly authorized, for
SANCTUARY MEDICINALS, INC.
SEE PLAN ATTACHED

DS
JW

DS
EM



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include 1
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parking -
Sanctuar
Medicin
Taylor S

Site Plan Review Checklist

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Sanctuary Medicinals Inc.

234 Taylor Street
Littleton, MA 01460
www.sanctuarymed.com

Needham Bank
Business Banking

63-7353/2113

07/18/2023

PAY TO THE
ORDER OF

Town of Littleton

\$ **2,586.50

Two thousand five hundred eighty-six and 50/100*****

DOLLARS

Town of Littleton
37 Shattuck St
Littleton MA 01460

MEMO

Site Plan Review



[Handwritten Signature]
AUTHORIZED SIGNATURE

JWP

Sanctuary Medicinals Inc.

07/18/2023

Town of Littleton

Site Plan Review

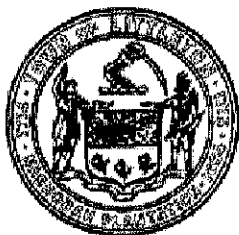
2,586.50

Needham Operating x6263

Site Plan Review

2,586.50

Security features included. Details on back.



**TOWN OF LITTLETON
SITE PLAN REVIEW CHECKLIST**

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

Drawing # _____
Drawing Date _____

Proposed Title Sanctuary Medicinals, Inc. Reviewer _____

Applicant Sanctuary Medicinals, Inc.

Application Date 7/18/23

Date of Formal Review by Planning Board _____

Project Description: Sanctuary Medicinals is seeking Site Plan review for a 14,346 s.f. addition to the

existing building to house automated packaging equipment, shipping area and secure storage

for the

existing Adult Use Marijuana Cultivation facility. Expansion will not result in the increase in the

number

of employees or the traffic generated.

PLANNING BOARD ACTION

_____ APPROVED

_____ APPROVED SUBJECT TO MODIFICATION

_____ DISAPPROVED

By vote of the Littleton Planning Board

_____ Date: _____

Date of Notice to Building Commissioner _____

POLICY ON TRAFFIC & PEDESTRIAN MITIGATION

Calculated Fee (\$100 per parking space) _____

_____ Fee Paid

_____ Fee Waived

DRAWING REQUIREMENT: §173-17: Littleton Zoning Bylaw

yes Boundary Lines
yes Adjacent streets and ways shown
yes Topography, existing and proposed
yes Structures, existing and proposed
yes Walkways
yes Principal drives
yes Service entries
yes Parking
yes Landscaping
yes Screening
n/a Park or recreation areas
yes Utilities:
 unchanged a. Water
 unchanged b. Electricity
 unchanged c. Gas
 unchanged d. Telephone
yes Sanitary sewerage
yes Storm drainage
yes Seal of registered Architect, Landscape Architect, or Professional Engineer

+++++
DESIGN REQUIREMENTS §173-18

unchanged Internal Circulation safe
unchanged Egress safe
unchanged Access via minor streets minimized
unchanged Visibility of parking areas minimized
unchanged Lighting avoids glare
yes Major topography change, tree removal minimized
yes Adequate access to each structure for emergency equipment
unchanged Utilities adequate
yes Drainage adequate

+++++

USE AND INTENSITY REGULATION

§173-22: Establishment of districts

Parcel is located in zoning district type: Industrial A

Section 173-25: Use Regulations

Use for which application is made: Adult Use Marijuana -Cultivation

 Use allowed **OR**

Special Permit Required (§173-7) because:

Adult Use Marijuana Establishment for Cultivation and processing requires a special permit

+++++

§173-27 & 173-31: Intensity of Use Regulation & Schedule

yes-6.34 A

 Lot area adequate (see also Definitions)

486.5'

 Lot frontage adequate

n/a

 Reduced lot frontage approved, if applicable

147.7'

 Front yard adequate (see also Definitions)

n/a

 Smaller setback approved, if applicable

50'

 Side, rear yards adequate (see also Definitions)

<40'

 Building height conforming (see also Definitions)

n/a

 Greater building height approved, if applicable

17.7% prop

 Building coverage conforming (see also Definitions)

33.0%

 Building plus paving coverage conforming

 Floor area ratio conforming

GENERAL REGULATIONS §173-32 & 173-33

 Parking and Loading Requirements

67+30

 Location of parking conforming

 Number of spaces adequate or waived

 Computation _____

§173-32 Parking Area Design

yes

 No parking within 10 feet of street line

yes

 Parking paved, bumper guards conforming or waived

yes

 No backing into public way (§173-32, C.1)

yes

 Egress spacing adequate (§173-32 C. C1)

yes Screened from abutting residential uses, public ways (§173-32, C.3) for 8 or more cars

§ 173-33: Loading Requirements

yes No need for trucks to back onto or off a public way

yes No need for trucks to park on a public way while loading, unloading, or waiting to do so

§ 173-34: Sign Regulation administered by Board of Selectmen, not included in Site Plan Review.

§ 173-43: Landscaping and Screening

n/a Outdoor sales display, commercial outdoor recreation screened

yes Industrial "A" buffer provided

yes Corner vision clear

yes Exterior lighting complies

SPECIAL REGULATIONS

§ 173-52: Motor Vehicle Services

n/a Requirements met, if applicable

§ 173-53: Accessory Uses

n/a Floor and Land area requirements met, if applicable

173-61: Aquifer and Water Resource District

n/a Aquifer District applicable

yes Water Resource District applicable

yes Regulations met, if applicable (See separate checklist)

173-72: Wetlands and Flood Plain Regulations

n/a Wetlands and flood plain regulations met, if applicable

173-78: Noise Regulations

yes Applicant informed of existence of requirements

Water Resource Protection District Checklist

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Sanctuary Medicinals Inc.

234 Taylor Street
Littleton, MA 01460
www.sanctuarymed.com

Needham Bank
Business Banking

58-7563/2113

07/18/2023

PAY TO THE
ORDER OF

Town of Littleton

\$ **250.00

Two hundred fifty and 00/100*****

DOLLARS

Town of Littleton
37 Shattuck St
Littleton MA 01460

MEMO

Water Resource District Special Permit Fee - Lot Cov



[Handwritten Signature]
AUTHORIZED SIGNATURE

Sanctuary Medicinals Inc.

07/18/2023

Town of Littleton

Water Resource District Special Permit Fee - Lot Cov

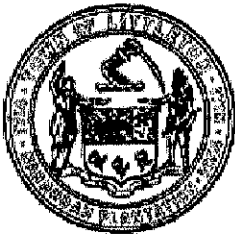
250.00

Needham Operating x6263

Water Resource District Special Permit Fee - Lot Coverage

250.00

Security features included. Details on back.



**TOWN OF LITTLETON
PLANNING BOARD SPECIAL PERMIT
FORM 1A
AQUIFER & WATER RESOURCES DISTRICTS**

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

PART IV. PROJECT SUMMARY

Project Name: Sanctuary Medicinals, Inc

Location (Street Address): 234 Taylor Street

Assessor's Map/Parcel Number (s): Map R-9, parcel 34

 Parcel in Aquifer District or yes Parcel in Water Resource District

Submission Requirements. Per § 173-62 (D) of the Littleton Zoning Bylaw, the following must be attached to this application for a special permit.

- ☒ Attached checklist, completed
- ☒ Complete list of potentially toxic or hazardous materials used or stored on the premises
- ☒ Description of protective and preventive measures
- ☒ Description of potentially toxic or hazardous wastes with storage and disposal method
- ☐ Evidence of DEP approval of waste system
- ☐ Evidence of qualified professional supervision of underground storage system design and installation
- ☐ Analysis by qualified engineer

Identify the uses proposed in this Special Permit application.

Use	Proposed	Allowed in either Aquifer Protection or Water Resource District	Allowed only in Aquifer Protection District	Allowed only in Water Resource District
Principal Use				
• Self-Storage Facility	n/a	X		
• Truck Terminal	n/a			X
• Sanitary landfill, junkyard, salvage yard, other solid waste disposal	n/a			X
• Motor vehicle service or washing station	n/a			X
Accessory Use	n/a			
• Manufacture, use, transport, storage or disposal of toxic or hazardous materials in excess of 5 gallons or 25 pounds dry weight of any substance or a total of all substances not to exceed 50 gallons or 250 pounds dry weight, on a site at any one time as an accessory activity for nonresidential and nonagricultural principal activities	n/a	X		
• Parking area with 100 or more spaces capacity	n/a	X		
• Waste characteristics: Hazardous waste generation, treatment or storage in quantities not to exceed Very Small Quantity Generators (VSQGs) as defined in DEP 310 CMR 22.21(2)(a)(7) or subsequent equivalent regulation(s) currently in effect	n/a	X		
• On-site disposal of industrial waste	n/a	X		
• Grading resulting in exterior grades less than five feet	no	X		

Use	Proposed	Allowed in either Aquifer Protection or Water Resource District	Allowed only in Aquifer Protection District	Allowed only in Water Resource District
above maximum groundwater elevation	no			
• Estimated sewage flow greater than 6 gallons/day per 1,000 s.f. of lot area	no- 5.97	X		
• Estimated sewage flow greater than 15,000 gallons per day	n/a	X		
• Use retaining less than 30% of lot area in natural state	no	X		
• Underground storage of gasoline or chemicals	no			X
• Storage of heating oil or petroleum in quantities greater than 500 gallons	yes-			X
• Disposal of snow from outside the district	no			X
• Storage of sludge and/or septage not stored in accordance with DEP 310 CMR 22.21(2)(b)(1)	no			X
Impervious Surfaces				
• Rendering impervious more than 20% but not less than 50% of any lot or parcel in Water Resource District	yes- 33%			X
• Rendering impervious more than 15% or 2500 square feet of any lot or parcel but less than 30% in Aquifer District	n/a			X

Application Review

FOR PLANNING DEPARTMENT USE ONLY

§ 173-62(B) Special Permit Criteria

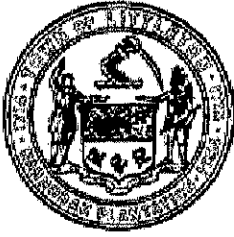
- ☒ Groundwater quality performance rule met
- ☐ Location of water quality wells shown

§ 173-63: Design and Operation Guidelines *

- ☒ Safeguards against materials discharge or loss adequate
- ☒ Location of potential pollution source outside district where feasible
- ☒ Waste disposal provisions adequate
- ☒ Provision for on-site stormwater recharge or waived during site plan review*
- ☒ Oil, grease, and sediment traps provided, if applicable*
- ☒ Separate collection of drainage from loading areas for toxic or hazardous materials*
- ☒ Monitoring adequate, if required
- ☐ Storage of ice control chemicals adequate

*Provision shall be made for on-site recharge of stormwater runoff from impervious surfaces without degradation to groundwater if a special permit is to be granted for greater than 15 % coverage (but less than 30 %) in the Aquifer District and for impervious cover greater than 20% (but less than 50%) in the Water Resource District. Such recharge shall include (but not limited to) infiltration through methods as outlined in the Town of Littleton Low Impact Design/Best Management Practices Manual (latest edition) unless otherwise approved by the Planning Board during site plan review. Where dry wells or leaching basins are used, they shall be preceded by oil, grease and sediment traps. Drainage from loading areas for toxic or hazardous materials shall be separately collected for safe disposal."

**Marijuana Establishment Special Permit Application
Filing Fee
Checklist**



**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: 234 Taylor Street

Map: R-9 Parcel: 34

Class of Marijuana Establishment:

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

Applicant:

Name: Sanctuary Medicinals, Inc.

Address & Contact Information: Joshua Weaver Sanctuary Medicinals, Inc.
234 Taylor Street, Littleton, MA 01460

Phone: (646)573-3462 Email: jweaver@sanctuarymed.com

Property Owner:

Name: Premier Healthcare Group, LLC

Address & Contact Information: Joshua Weaver
234 Taylor Street, Littleton, MA 01460

Phone: (646)573-3462 Email: jweaver@sanctuarymed.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

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): n/a Renewal Application

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

☐ New establishment

Is this application from a licensed RMD?

☒ Yes

☐ No

Applicant Certification

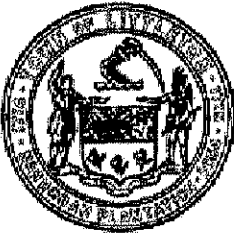
The Applicant understands, agrees, and certifies that:

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: 7/18/23

Print: Josh Weaver



**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

Proposed Location: Sanctuary Medicinals, Inc. 234 Taylor Street

Application Materials:

Attached	Item
yes	1. A copy of the final, executed Host Community Agreement ("HCA") between the applicant and the Town of Littleton.
yes	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.
yes	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.
yes	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.
yes	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: <ul 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.
n/a	6. The quantity and source or sources of all marijuana and marijuana products that will be sold at the proposed Marijuana Establishment, as applicable.

yes	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.
yes	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.
yes	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. <i>Premier Healthcare Group, LLC 234 Taylor St. Littleton MA 01460</i>
yes	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.
yes	11. Copies of all licenses and permits issued to the Applicant by the Commonwealth of Massachusetts and any of its agencies.
yes	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.
yes	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:

No	<p>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-located Marijuana Establishment or RMD?</p> <p>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.</p>
n/a	<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.
n/a	<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.</p>
n/a	<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>
2018	<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>
yes	<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>
yes	<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>
yes	<p>The Marijuana Establishment shall have adequate water supply, stormwater systems, sewage disposal, and surface and subsurface drainage.</p>

yes	Adequate lighting, including night lighting that provides for monitoring of building and site security, including those measures to prevent diversion of marijuana and marijuana products cultivated outdoors.
n/a	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 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.
yes	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.
yes	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.
renewal	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:

yes	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.
-----	---

yes	The proposed use is designed to minimize any adverse impacts on the on the residents of the Town;
n/a	For a Marijuana Retail Establishment, there shall be a secure indoor area for all customers.
yes	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.

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.



Sanctuary Medicinals Inc.

234 Taylor Street
Littleton, MA 01460
www.sanctuarymed.com

Needham Bank
Business Banking

53-7353/2113

07/18/2023

PAY TO THE ORDER OF **Town of Littleton**

****2,000.00**

Two thousand and 00/100*****

DOLLARS

Town of Littleton
37 Shattuck St.
Littleton MA 01460

MEMO



[Signature]
AUTHORIZED SIGNATURE

Security features included. Details on back.

Sanctuary Medicinals Inc.

07/18/2023

Town of Littleton

Adult Use Renewal Marijuana Establishment

2,000.00

Needham Operating x6263

2,000.00

1. HOST COMMUNITY AGREEMENT

Host Community Agreement Certification Form

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

Applicant

I, Jason Sidman, (*insert name*) certify as an authorized representative of Sanctuary Medicinals, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with The Town of Littleton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 6/27/2018 (*insert date*).

Jason Sidman
Signature of Authorized Representative of Applicant

Host Community

I, Keith A. Bergman, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Littleton (*insert name of host community*) to certify that the applicant and Town of Littleton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 6/27/2018 (*insert date*).

Keith A. Bergman Town Administrator
Signature of Contracting Authority or
Authorized Representative of Host Community

TOWN OF LITTLETON
AND SANCTUARY MEDICINALS, INC.
HOST COMMUNITY AGREEMENT

32 THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this day of November 2016 by and between Sanctuary Medicinals Inc., a Massachusetts not-for-profit corporation with a principal office address of 109 State Street, Boston, MA 02109 ("the Company"), and the Town of Littleton, a Massachusetts municipal corporation with a principal address of 37 Shattuck St, Littleton, MA 01460 ("the Town"), acting by and through its Town Administrator.

WHEREAS, the Company wishes to locate a Registered Marijuana Dispensary ("RMD") cultivation facility (but not a dispensary) at 234 Taylor Street (Assessors Map R09-34-0), Littleton, MA, in accordance with regulations issued by the Commonwealth of Massachusetts Department of Public Health ("DPH"); and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives a license from the DPH to operate an RMD cultivation facility (the "DPH License") and receives all required local permits and approvals;

NOW THEREFORE, in consideration of the provisions of the agreement, the Company offers and the Town accepts this Agreement in accordance with G.L. c.44, §53A, and the Company and the Town agree as follows:

1. The Company agrees to make a donation to the Town, in the amount and under the terms provided herein (the "Funds"). The treasurer of the Town shall hold the Funds in a separate gift account, to be expended by the Board of Selectman without further appropriation pursuant to G.L. c.44, §53A, for the purpose of addressing the potential health, safety, and other effects or impacts of the RMD cultivation facility on the Town and on municipal programs, services, personnel, and facilities. The Funds shall be used at the Town's sole discretion, as determined by the Board of Selectmen.
2. The Company shall pay the Town the Annual Payment for each year it operates in the Town. The "Annual Payment" shall be paid to the Town in two installments at six-month intervals commencing six (6) months from the date the company receives a certificate of occupancy from the Littleton Building Inspector and any other permit or permission issued by the Town of Littleton necessary to operate a cultivation facility. The "Annual Payment" shall be paid according to the following schedule:

- a. The company shall pay the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) in the first and second year of operations.
 - b. The Company shall pay the sum of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) in Third and Fourth year of operations.
 - c. The Company shall pay the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) in the fifth and succeeding years of operations.
3. The Company, in addition to any funds specified herein, shall annually contribute to public local charities in the Town an amount no less than Five Thousand Dollars (\$5,000.00), said charities to be determined by the Company in its reasonable discretion.
4. The Company agrees to provide no less than 150 man hours yearly to participate in community service activities including but not limited to; Town-sponsored educational programs on public health and drug abuse prevention, senior assistance, community cleanup, veteran's assistance.
5. The provisions of this agreement shall be applicable as long as the Company operates a RMD cultivation facility at 234 Taylor Street (Assessors Map R09-34-0), Littleton, MA, or a location within the designated RMD zone in Littleton, MA, pursuant to a license issued by DPH, subject to the provisions of Paragraph 11, below.
6. The Company agrees to work cooperatively with Town public safety departments.
7. At all times during the term of this agreement, real estate taxes for the property at which the RMD is operated will be paid either directly by the Company or by its landlord and the Company will not seek a non-profit exemption from paying such taxes.
8. The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining the DPH license for operation of a RMD cultivation facility in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate a RMD cultivation facility in the Town.
9. This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the RMD cultivation facility to operate in the Town, or to refrain from enforcement action against the

Company and/or its RMD cultivation facility for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

10. The Company shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town.
11. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign or transfer any interest in the Agreement without the written consent of the other.
12. Acknowledging that the Town will benefit from the creation of jobs for its residents, the Company agrees that jobs created at the RMD will be taken by, or made available to Town of Littleton residents.
13. The Company agrees to comply with all laws, rules, regulations and orders applicable to the RMD cultivation facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Company agrees not to assert or seek exemption as an agricultural use under the provisions of G.L. c.40A, §3 from the requirements of the Town's Zoning Bylaws.
14. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited within the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited within such delivery service.
15. If any term of 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.
16. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

SS KB

17. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
18. This agreement shall terminate immediately in the event that the Town obtains approval to charge a local excise tax on revenue relating to the Company's sale of the marijuana cultivated within the town.
19. This Agreement shall also be null and void in the event that the Company shall not locate a RMD cultivation facility in the Town or shall relocate such RMD cultivation facility out of the Town. In the case of any relocation out of the Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of occupation of the RMD cultivation facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.
20. The Company begins to cultivate marijuana for purposes beyond those purposes specifically allowed by DPH as of the date of this Agreement the Company will pay an additional sum of Ten Thousand and 00/100 Dollars (\$10,000.00) per year to the Town in two installments at six-month intervals.
21. The Town and the Company agree to reopen this Agreement five years from the date of execution, and at intervals of every five years thereafter, to consider any changed circumstances that impact either party and to renegotiate the sums paid to the Town; provided, however, that the sums to be paid shall not be reduced below the amount set forth herein and shall not be increased at any one time by more than five percent of the then applicable annual payment.

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

TOWN OF LITTLETON

By: Keith A. Bergman

Its: Town Administrator

SANCTUARY MEDICINALS, INC.

By: Jason A. Sidman

Its: Chief Executive Officer

SIDE LETTER TO HOST COMMUNITY AGREEMENT

This side-letter agreement ("Letter") is entered into this 27 day of June 2018 by and between Sanctuary Medicinals, Inc., a Massachusetts corporation located at 234 Taylor Street, Littleton, MA 01460 (the "Company"), and the Town of Littleton, a Massachusetts municipal corporation located at 37 Shattuck Street, Littleton, MA 01460 (the "Town"), acting by and through its Town Administrator, (the Company and the Town, collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into a Host Community Agreement (the "Agreement") on November 3, 2016, prior to the Massachusetts Legislature's enactment of M.G.L. ch. 94G, which requires marijuana establishments and their respective host communities to enter into an agreement setting forth the conditions to have a marijuana establishment located within the host municipality;

WHEREAS, the Parties acknowledge that the Agreement is still in full force and effect;

WHEREAS, the Agreement deliberately contemplates the provision of additional community benefit payments made by the Company to the Town in the event that the Company begins to cultivate marijuana for purposes beyond those purposes specifically allowed by the Department of Public Health (the "DPH") as of the execution of the Agreement;

WHEREAS, the Company desires to engage in the cultivation of marijuana for purposes beyond those purposes specifically allowed by DPH as of the execution of the Agreement pursuant to M.G.L. ch. 94G and the regulations promulgated at 935 CMR 500.000 *et seq.*; and

WHEREAS, the Parties want to ensure full compliance with M.G.L. ch. 94G and the regulations promulgated at 935 CMR 500.000 *et seq.* with respect to the execution of the Host Community Agreement Certification Form pursuant to 935 CMR 500.101(2)(b)(6).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below, the Parties agree as follows:

AGREEMENT

1. Adult-Use Annual Payment. Pursuant to Clause 20 of the Agreement, in consideration of the costs imposed upon the municipality by the operation of the adult-use cultivation marijuana establishment (the "Marijuana Establishment"), the Company will pay the sum of TEN THOUSAND UNITED STATES DOLLARS (\$10,000.00 USD) per year to the Town (the "Adult-Use Annual Payment"). For purposes of clarity, the Adult-Use Annual Payment referenced herein is intended to be a certification and acknowledgement of Company's obligations to the Town for a Marijuana Establishment under the Agreement, not an additional payment beyond the terms contemplated therein.
2. Payment of Adult-Use Annual Payment. Pursuant to Clause 2 of the Agreement, the Company shall pay the Town the Adult-Use Annual Payment in two (2) installments at

JS KB

six (6) month intervals commencing six (6) months from the date the Company receives a certificate of occupancy from the Littleton Building Inspector and any other permit or permission issued by the Town necessary to operate the Marijuana Establishment.

3. Term. For purposes of compliance with M.G.L. ch. 94G, the Parties agree that this Letter shall take effect on the date of execution and shall continue in effect until a final Adult-Use Payment is accepted by the Town for the Company's fifth (5th) year of operation of the Marijuana Establishment.
4. Incorporation by Reference. The Parties incorporate by reference Clauses 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, and 20 into this Letter, and hereby acknowledge and agree, to the extent applicable, that the terms "RMD" and "DPH" as they appear in such clauses shall be interpreted to include the terms Marijuana Establishment and the Cannabis Control Commission (the "CCC") as defined herein.
5. Remainder of Agreement. The Parties agree that the Agreement is in compliance with M.G.L. ch. 94G, and is in full force and effect, and that all payments called for in the Agreement including without limitation the "Annual Payment, shall be made by the Company to the Town. To whatever extent that any such payments are deemed to be not enforceable or not required, the Company agrees to voluntarily donate or gift such payment to the Town.

[Signature Page Follows]

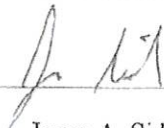
UB KB

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

TOWN OF LITTLETON


By: Keith A. Bergman
Its: Town Administrator

SANCTUARY MEDICINALS, INC.


By: Jason A. Sidman
Its: Chief Executive Officer

2. LICENSES FROM CCC



MP281405 **01/13/2024**
License Number Expiration Date

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

The Cannabis Control Commission hereby grants a
final license to:

Sanctuary Medicinals, Inc.

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

**234 Taylor Street
Littleton, MA 01460**

The Licensee is permitted to
perform operations as:

**Marijuana Product
Manufacturer**

Shannon P. O'Brien
Shannon O'Brien
Chair

Nury Camargo
Nury Camargo
Commissioner

Bruce Stebbins
Bruce Stebbins
Commissioner

Ava Callender Conception
Ava Callender Conception
Commissioner

Kimberly Roy
Kimberly Roy
Commissioner

Shawn Collins
Shawn Collins
Executive Director

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.



MC281308 **12/08/2023**
License Number Expiration Date

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

The Cannabis Control Commission hereby grants a
final license to:

Sanctuary Medicinals, Inc.

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

**234 Taylor Street
Littleton, MA 01460**

The Licensee is permitted to
perform operations as:

Marijuana Cultivator

Shannon P. O'Brien
Shannon O'Brien
Chair

Ava Callender Conception
Ava Callender Conception
Commissioner

Nury Camargo
Nury Camargo
Commissioner

Kimberly Roy
Kimberly Roy
Commissioner

Bruce Stebbins
Bruce Stebbins
Commissioner

Shawn Collins
Shawn Collins
Executive Director

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.

3. STATEMENT OF NO WAIVERS FROM CCC



Sanctuary Medicinals

234 Taylor Street
Littleton, MA 01460
www.sanctuarymed.com

No waivers of regulations at this time have been requested from Sanctuary Medicinals to the CCC.

7/10/2023

4. POLICIES AND PROCEDURES

CULTIVATION/MANUFACTURING/DISPENSARY OPERATIONS and ENSURING ADEQUATE SUPPLY: CULTIVATION

4.1a Detailed Summary of practices, policies and procedures for cultivation of MMJ

In accordance with NJAC 8:64-10.1, all marijuana produced by Sanctuary will be cultivated solely in the indoor cultivation site and area authorized by our permit. Usable marijuana and seeds will be limited to reflect current patient needs as identified by the number of patients registered with Sanctuary and will be determined by the Director of Cultivation in consultation with the Chief Administrative Officer. In addition to our own internal testing and quality control SOP's, Sanctuary's Director of Cultivation will fully cooperate with the Department during announced and unannounced inspections in accordance with NJAC 8:64-13.4 and will provide soil and plant samples to the Department for product quality control.

A. SEED TO SALE TRACKING

Sanctuary's team has extensive experience utilizing seed-to-sale inventory management and tracking software, and intends to use the ultra-reliable BioTrackTHC for New Jersey unless and until the state approves a different state-wide system. Plants are assigned a barcode that is used to track the plant at every stage of the process, enabling products to be tracked from final sale all the way back to the original mother plant. For more information, please refer to Measure 2.1 of this application, Inventory Management.

B. MANAGING STAGES OF GROWTH

Lighting: Plants have different light requirements throughout each phase of the plant's life cycle. Thrive LED lights are standard for seedlings, clones and early vegetative phase. They can be placed 4-6" directly above clones or cloning domes and come in various sizes to fit light coverage needs. LED lights with the optional light spectrums for vegetative growth and flower growth cycles are used in both stages. Running indoor grow-rooms at night can help to reduce heat, AC and heater usage, and energy costs overall. When plants are in the vegetative growth phase 600 watt LED lights, with a more blue spectrum(400 nm – 500nm) less Red (660 nm & 730nm) are dimmed to 330 watts and used. In the final flowering phase those same LED lights are used at a full 600 watts and switched to a more red-yellow spectrum. In the vegetation and flowering rooms an optimal coverage of 20-38 watts per square foot is recommended. This means one 600 watt lamp, placed a recommended 12-24" above the plants, can cover a 4x4' 16 sqft) canopy of grow space at a rate of 37.5 watts per square foot (600watts/16 sq ft =37.5 w/sqft).

Germination: Sanctuary employs a sterilized soilless medium for germinating and growing our plants, which provides an inert medium free of any added nutrients or microbes, i.e. a "clean slate." When planting seeds for a medical-grade commercial crop, high quality and yield are the goal, with uniformity of the crop being a key to success. Selecting the most desired characteristics from a strong and healthy phenotype ensures desired characteristics are obtained, while cloning from that particular phenotype ensures that these qualities can be successfully retained, grown, and harvested again and again. Our cultivation staff ensure that seeds are germinated in a warm, moist, and stable environment with ideal temperatures around 78 degrees Fahrenheit. Cooler than 70 degrees Fahrenheit can encourage mold growth, while higher than 85 degrees Fahrenheit will cause excessive stretching in seedlings. Seeds are soaked for no longer than 24hrs to prepare them for germination. When planting seeds directly in place, small-celled starter trays are used so that

seeds do not get buried too deep or lost in a larger container before the seedling has a chance to emerge from the substrate. Sterile soilless medium rooting plugs, such as General Hydroponics Rapid Rooter or grodan rockwool 1.5" cubes, are used for starting seeds and rooting cuttings intended for use in soil or hydroponics. When seedlings emerge, and roots are visible at the bottom of the plugs, they are ready for staff to transplant them into larger containers.

Sanctuary implements a rockwool growing system in every stage after the rooting tray and ozonated cloner. The cloner and propagation trays used to stimulate root growth in clones and prepare cuttings for transplantation into permanent cultivation mediums. Plants begin in the highly oxygenated floating raft cloner or rooting trays post cloning/cutting and are grown for approximately 1.5 weeks before being transplanted into 6x6in rockwool cube. The plants are grown in these cubes through the entire flowering cycle. After years of testing different methods, Sanctuary cultivates medical marijuana in rockwool cubes using organic nutrients and treatments. This method allows for the best possible quality assurance and quality control.

Cloning in the Grow Stage: Our customary vegetative method consists of four distinct staging areas. Mother plants are maintained in a designated area of the vegetative production areas and used to maintain company genetics and provide additional clones as needed. Mother plants are constantly cycled and are maintained for approximately 20-52 weeks before being destroyed. As additional clones are taken after the second topping stage, some are designated as mothers and transplanted into 3x3" rockwool blocks. Mother plants that were in blocks are placed on top of 9.5x8x4" rockwool slabs where the mothers will stay for the rest of their life. There are always 2-3 mother plants per strain and they are cycled by size over the course of approximately 20 weeks.

After the development of a tissue culture laboratory, mother plants will most likely not be necessary to maintain, as company marijuana genetics are maintained as tissue samples and cryogenically frozen.

Ozonated floating raft cloning systems and rooting trays are used for the cloning stage to facilitate the root development. The ozonated clone system is a sterile/oxygenated hydroponic rooting system that provides nutrients to clone roots using a deep water culture method. This system allows for a 99% success rate while taking 3-5 days off of rooting. After approximately 1.5 weeks in the cloner, plants are ready to be transplanted into 6x6" rockwool cubes. Approximately one week after that, or when the vegetative plants reach their fourth node, the plants are "topped". The plants are then kept in a vegetative period for approximately 1.5-2.5 weeks until they have reached a height of approximately 24 inches. Plants are then "topped" a second time. The second topping serves as the next stage of clone resets. The cuttings removed after the second topping are placed in Turbo Klone and either designated as mothers or plants ready to move into the vegetative/nursery stage. The design of the vegetative space is consistent with providing open aisles on all sides of each plant group and unobstructed travel, observation, inspection, and inventory of each plant group.

Mother Plants and Cloning Strains: Once plants with the most desired genetic characteristics are determined from seed stock or obtained as a clone it is important to maintain these genetics as healthy mother plants. Maintaining a variety of mother plants provides the clone stock necessary to sustain the demands of a medical-grade commercial grower. One or two mother plants of each separate strain or phenotype variation within that strain can provide hundreds if not thousands of

clones that are genetically identical to their mother over the period of a year or longer. After a year or so a clone from that original mother can be grown into a new mother plant that will continue providing clones. Mother plants must be maintained in a vegetative state with 18-24 hours of light and no more than 6 hours of darkness per day. They will require less nutrients when feeding than a typical vegetative growth phase plant headed quickly into flowering, as the goal is to maintain the mother plants in a vegetative state and environment over a long period of time and over-fertilizing with nitrogen will discourage root growth in cuttings.

Vegetative and Flowering Stages: During the vegetative growth phase, the plants are in a “Veg Room” environment under 300 watts of full spectrum LED lighting. The light cycle is kept on for 18hrs and off for no more than 6hrs in a 24hr day. During this stage the plants are irrigated automatically. The plant’s terminal bud is cut immediately after the fourth lateral bud around the first week of growth or fourth node. During the second week the plant is pruned to manipulate the plant's energy to the shoots that will be kept throughout growth and to also aid in air circulation around the plant.

Flowering is initiated by switching lighting timers to a 12/12hr light/dark light cycle photoperiod. The flowering room must be in complete and uninterrupted darkness during the 12hr dark period every night. 600 watt full spectrum LED lights are switched to a more red spectrum for flower. This more red spectrum also emulates a later summer/autumn light spectrum that naturally occurs as the sun lowers on the horizon, the days begin to get shorter, and flowering would be initiated in nature. Low-level green LED bulbs can be turned on when staff enters a flowering room during the dark photoperiod, as chlorophyll reflects the green light spectrum. During this stage, plants are irrigated with a automatic fertigation/irrigation system multiple times a day. The first week of the flowering stage the plant is pruned from the bottom to the top to leave only the top most terminal and lateral buds. This directs the plant’s energy into setting the flowers closer to the lights.

During the second week of flower, the plants are pruned from the bottom to the top getting rid of any unwanted shoots. The plant is then stripped of 25% of its leaves to allow for better light penetration and airflow. The canopy is then trellised to allow the plant to focus energy into flower sets and not stem strength. This trellis will also hold up the flowers at the end of the plant’s life, ensuring that no stems will be broken and no flowers will be lost. Between the third and fifth week of flower, the plants are pruned of any unneeded leaves that may be blocking light. The sixth to eighth week of flower, plants are stripped of all fan leaves. This manipulates plants into maturing more quickly while also allowing the light to reach all parts of the flowers creating a consistent cannabinoid percentage. This protocol also helps the environment maintain a lower relative humidity (RH), preventing any mold.

Sexing & Phenotyping Strains: Determining the gender (male, female, or hermaphrodite) of plants grown from seed is crucial, as only the female plants produce the desired flower, free of seeds. Plants begin showing signs of sex at the nodes; this is where fan leaves attach to and grow outwardly from the stem. After a week or so into the flowering light cycle, staff will begin to examine plants as they begin to show signs of gender. During early vegetative growth males tend to grow larger faster than females, therefore a larger healthier looking seedling is not likely blue-ribbon female, most likely it will be a male. Our employees focus on smaller seedlings with a little extra TLC by moving them directly under the light and not allowing them to become shaded by larger, more vigorous seedlings that are most likely males. **Identifying Females:** A female plant will grow a hair-like flower in a “V” formation, which typically points upward, called a stigma.

The stigma protrudes from a single teardrop shaped calyx, the female plant ovule growing directly out of the node. **Identifying Males:** A male plant will begin growing male floret pods that produce pollen; they somewhat resemble a calyx or group of calyxes at first and begin to droop downwardly in groups from the node. If allowed to mature these male flowers will begin to open as tiny yellow flowers, called staminate, and release pollen into the air; when male pollen makes contact with a female stigma a seed will grow.

Importance & Method of Identification: A minute amount of pollen released in a commercial female crop can be devastating to the final product as potency and yield will be greatly reduced once pollination occurs and the final bud can be filled with seeds. Our method for determining sex from seed is to take cuttings from each plant, carefully label cuttings and corresponding mothers, and place cuttings into a cup of water under 12/12 hour light/dark cycle to induce flowering. After a week or two the cuttings should show clear signs of gender and can be destroyed. All males will be immediately destroyed upon discovery of male floret pods before any pollen is released into the grow environment. During this time staff will do a daily check on the original seedlings, keeping a careful eye out for males, which are quarantined immediately upon discovery. Original remaining female seedlings are kept as mother plants from which cuttings are taken and propagated into clones that are exact genetic and phenotypic replicas of their mother plant. After the first flowering cycle and harvest from these clones the most desired phenotypes can be determined, and those mother plants maintained. Less desirable mothers can be destroyed.

Harvesting: There are a few important factors that are considered prior to harvesting a batch of marijuana plants. First, the recommended growth cycle by strain is followed closely. Second, cultivation staff examines the trichome color periodically towards the final week of flowering. The common rule of thumb is to allow the trichomes to begin to turn from a clear to cloudy color. This signifies that the cannabinoid levels have begun to peak. Finally, leaf colors begin to change, and leaves will begin to die and drop off the plant. This is the final piece to consider before deciding to harvest a batch of marijuana plants. When harvesting is initiated, cultivation staff cut the main stems on the plant at their base above the medium surface. Plants are “shucked” of larger fan and secondary leaves, main branches, and other waste. The remaining plant material should only be flowering buds and the attached ancillary stems. All waste material is isolated, contained, collected, weighed, and recorded. This prevents the spread of plant remnants and debris through other sections of the facility’s production area. The remaining marijuana plant material is transported to the processing area for drying and curing.

Curing: The curing process is the next important cultivation method. The curing room is designed as a self-contained, environmentally controlled humidor. Humidity levels in the curing room are maintained at 45-50% and temperatures at 60-65 degrees. Bud is dried for 5-7 days. Once dry, the bud is placed in c-vaults, which are food-grade, airtight steel humidor storage containers. The lids will need to be removed daily for 10-15 minutes for the first 2 weeks. This allows for remaining moisture to sweat out of the bud and fresh air to get in the c vault and stale moist air to exit. After 2 weeks, bud can be stored in the c vault for a proper cure until it is needed for packaging. This will ensure the bud remains at a perfect 62% humidity. This also ensures no air or odor escapes. All trimming is completed after the marijuana flowers are fully dried.

Trimming: When trim staff initiates the trim phase, the marijuana plants are fully trimmed by removing “Sugar leaves” and supportive stems. The sugar leaves are then collected as trim and the supportive stems are discarded as plant waste. All manual final trimming activities are completed

using trimming shears/scissors. The staff then uses hanging drying racks, as all the buds will be removed from the stems and stalks, so they can be run through the trimmer.

C. WATER & NUTRIENT STRATEGY

Water quality can greatly affect the success of growth. Hard water contains a higher concentration of calcium, magnesium, and other elements. Typical water softening systems remove most dissolved solids in water but add salt that can build up and be toxic to plants at higher levels. City tap water also contains chlorine that can be toxic to plants. Therefore, Sanctuary uses only filtered water prior to use on our plants in order to remove all dissolved solids and chlorine, which can adversely affect plant growth.

Ozonation system: We will use a ozonation and filtration system in our New Jersey grow/processor facility, which is becoming the industry standard to filter all water before use on our plants. This system filters the water through a series of filters that will take out dissolved solids and any chlorine or chloride that is in the water. The water is then highly saturated with ozone (O₃). The ozone sterilizes the water completely making for a extremely safe water to use in a medicinal facility. This water is then converted to oxygen before being irrigated to the plants giving the water a dissolved oxygen level of 40-45 mg/L. This allows for a healthy root zone that can uptake nutrients at a higher rate than from a average water source. This system stores and continually re-filters/sterilizes and chills the water to the optimum temperature of 65-75F in a series of large holding containers. These holding tanks supply all cultivation rooms throughout the entire facility via the irrigation/ fertigation system.

Mixing in Nutrients: The amount of total dissolved solids (TDS) in the nutrient solution, or nutrient strength, is measured as parts per million (ppm) or electrical conductivity (EC). EC is the European standard and is considered a more precise measurement of elemental ability to transport via osmosis, while ppm is the American standard. Our Company uses ppm to measure TDS when mixing nutrient solutions. All ppm meters used in cultivation actually measure EC and convert it to a ppm reading; differences in conversion factors (ranging between 0.5 - 0.72, expressed as ppm500 and ppm700) between manufacturers and countries complicate things further. When measuring ppm we utilize the “ppm700” reading on the meter or truncheon. Common tap water is typically around 300ppm; clean RO filtered water will be <50ppm. Plants are never fed over 2400ppm as levels that high will lock out nutrients, build up salts, and dehydrate plants, leaving wet soil with water that the plant won’t drink.

Recommended PPM in Lifecycle: Recommended ppm readings of nutrient solution throughout the plant life cycle are early veg 500-1200ppm, late veg 1200-1800ppm, and flowering 1800-2000ppm. In soil containers staff alternates watering with pure fresh water and feeding with a nutrient solution every other day (i.e. Monday/water, Tuesday/feed, Wednesday/water, Thursday/feed, etc.). With hydroponics the reservoir holds the nutrient solution kept at a lower and consistent level of 800-1200ppm.

Nutrients: Sanctuary utilizes custom prepared organic fertilizers that are carefully applied in order to maximize plant health and yield. Less is more, so our cultivation staff carefully monitor amounts of feeding in order to prevent overfeeding that would lead to burning the plants or locking out nutrients. It is far better to use less fertilizer than is recommended to see how the plants react than it is to burn the plants or lock out nutrients due to overfeeding. Different strains of medical marijuana require different levels of nutrients, and as such, our plants are categorized as light feed, medium strength, and aggressive feed, and feeding schedules planned accordingly. Different

nutrients are needed at various stages of the plants' growth. Nitrogen is crucial for stem and foliage growth in the vegetative growth stage. Phosphorus and potassium are crucial for blooming and fruiting in the flowering stage of the plant life cycle. Calcium and magnesium, as well as micronutrients, are also present in the organic fertilizers used by Sanctuary and our staff follows commercial nutrient regimen feeding charts and schedules very carefully. These nutrients, combined with beneficial microbe colonies, help to create an optimum nutrient regimen for our plants while also fighting off pathogens, harmful fungi, and anaerobic microbes that could harm the plants. Sanctuary maintains a comprehensive log of all nutrient feeding crop inputs, including date of application, name of individual making the application, product applied, the section's square footage receiving the application, plant batch or group number, amount of product applied, stage of growth and a copy of the product label applied. This record will also be maintained in our BioTrack THC electronic seed-to-sale tracking system.

Organic vs Non-Organic Nutrients: Organic fertilizers are made from naturally occurring mineral deposits and organic material, such as bone, blood, or plant meal or composted manures and guanos. Sanctuary utilizes commercially prepared organic fertilizers that are carefully applied in order to maximize plant health and yield. For **transplanting**, Sanctuary uses Essential Plus, which is designed to initiate and enhance rooting and plant growth at every stage of the growing cycle, hastens seed germination, feeds beneficial microbes and improves plant physiology. Essential Plus is then also used in small amounts throughout the growing process to ensure a well balanced rhizosphere

For **general** use, Sanctuary uses a custom nutrient regime formulated and mixed in house based off of the cultivars needs formulated after a weekly analysis of tissue samples, and effluent readings. This program ensures the plants are receiving an optimal PPM of each element without over or under fertilizing the plant enhancing growth rates, cannabinoid and terpene content.

Beneficial Microbes: Sanctuary currently uses only organic fertilizers combined with beneficial microbes and other organisms that facilitate the time-release of nutrients to the plant. Organic fertilizers can help to colonize and stimulate these organisms into breaking down and converting organic matter into soluble nutrients that can be absorbed by plants and help to improve soil structure. Beneficial microbes not only help to organically feed the plant, but they also help the plant fight off pathogens, harmful fungi and anaerobic microbes that could otherwise attack the garden. Indoor organic grow environments can be more complex than outdoors where the forces of nature can be utilized. Indoors we are re-creating optimal natural conditions and balancing the constraints of space and resources, with a need for sanitary conditions and timely harvests. This is why Sanctuary uses the hydro-organic approach of using sterile and inert medium adding in a well balanced organic and soluble nutrient regime such as compost teas with beneficial bacteria and fungus alongside a custom nutrient tailored to the plants needs.

Sanctuary brews organic compost teas for foliar and soil applications. These teas exponentially grow beneficial microbe colonies that in turn greatly benefit plant life. Actively aerated compost tea (AACT) is gently agitated and oxygenated during the compost brewing process, ensuring that beneficial aerobic microbes thrive. Compost tea should smell earthy and fresh; if it is anaerobic it has gone bad and will smell bad, with a sour-vinegary scent, and should not be used. We will also be using various other compost teas and brewing kits that are commercially available, such as Organic Bountea or Xtreme Gardening Xtreme Tea Brews. Most gardening supply stores sell already made compost teas, but it is recommended, and it is our policy, that garden teas are brewed and used fresh. The Vortex Brewer is a larger easy to use brewer that uses biodynamics to brew

AACTs.

Alkalinity pH of Water/Nutrient Solution: Plants grown in soil prefer a range of 6.0-6.3pH whereas hydroponics prefer to be run slightly lower at a range of 5.7-6.0pH. Different nutrients are available or locked out at different pH ranges. In the vegetative cycle, nitrogen is available for the plant to use at a slightly lower pH than phosphorus is during flowering. During the vegetative cycle, staff strive to run pH levels at the lower end of the range and bring pH up gradually into flowering and before harvest. Staff daily records the changes of the rhizosphere PH to ensure the plants are reacting appropriately to the nutrient solution. The Director of Cultivation ensures that the cultivation team have properly calibrated digital pH meter to ensure precise readings Staff also take a second reading with the color-droplet testing kit as a backup. The PH of the nutrient solution is automatically adjusted through sanctuaries fertigation system pulling from concentrated pH adjustment solution. These pH up/down solutions can be extremely concentrated and chemically corrosive, so staff is extremely cautious when mixing into water or nutrient solutions and will be required to use appropriate personal protective equipment. Staff is trained to NEVER mix pH-up with pH-down, as it will cause a volatile chemical reaction. Clean filtered water may only need a few drops of pH down to drastically bring down the pH, as there is no buffer. Staff monitor nutrient solutions daily in the event that an adjustment of the fertigation system needs to take place. This adjustment can be done on site or remotely. The Director of Cultivation graphs all PH and nutrient levels in the plants root zone obtained using a pour through technique or runoff samples and will adjust the nutrient regimen or formula of the nutrient to help correct a rise or fall of PH or nutrient levels. Sanctuary staff flushes out and runs off containers with clean water or a light 10-20% strength nutrient solution every few weeks to avoid salt build up from fertilizers.

Recording: Throughout the lifecycle of every plant and batch, staff, under the supervision of the Director of Cultivation, will maintain detailed records of the type and amounts of fertilizer and any growth additives that have been used. These including test results, date, name and ID # of person taking data, Batch ID and stage of growth, Brand of Nutrient, Tea Brew or Organics used & quantity, and results of action taken. As with all records retained by the organization, these records will be maintained in the Director of Cultivation's office and in BioTrack for a minimum of 4 years. Our Chief Administrative Officer will oversee and ensure that our Director of Cultivation and their staff are updated on all new regulations which may arise from time to time which affect our use of nutrients and additives.

D. FACILITY

Grow Area: Access to the grow area is limited to authorized personnel only through the use of key cards and entry codes. Sanctuary utilizes a vertical growing design to maximize growing space. This system uses an anti-tip moving rack design that can be moved effortlessly and safely by any employee. This design effectively increases the space of the growing location by double or triple stacking, giving upwards of 30,000 lbs. of production per year in approximately 30,000sf of designated cultivation growing area.

State of the Art Environmental Controls: Sanctuary's cultivation rooms are designed to meet the optimal environment for the cannabis plant to achieve maximum yield and quality while minimizing any risk of contamination. The Cultivation Director applies setpoints and protocols to ensure consistency of the product. This is done by using lab-grade air in a sealed environment that

is manipulated throughout the plant's life via relative humidity (**RH**), temperature, air circulation, carbon dioxide, oxygen, light and nutrient solution.

Automated Systems: Plants are irrigated automatically depending on the time of day and water percentage in the container. The plants can be irrigated from one to eight times daily depending on their needs. The Wadsworth control system allows the Cultivation Director to monitor, graph setpoints and control all aspects of the cultivation including; irrigation, fertigation, lights, air conditioning, heat and humidity. The system has alarms on all controllable functions notifying the cultivation team of any setpoint that has gone out of boundaries. All cultivation equipment employ redundancy to allow for quick fixes if any critical equipment were to fail.

The building's power is automatically transferred to a generator if the power were to fail for a minimum 48 hours. The generator is sized to run all of the cultivation lights, air conditioning and humidity control on half power. The lights will automatically dim to half power as will the air quality control systems. The plants irrigation, fertigation, control and security system are run on full power, allowing for cultivation to continue normally.

Irrigation systems: Sanctuary utilizes a pressure compensated drip emitter system which reaches all of the plants. This type of irrigation method allows for a constant and controllable amount of fluid directly to each plant. Plants will be irrigated from one to multiple times per day depending on their growth stage. Each day plants drain 15% to 20% of the water given to them throughout the day. This leachate is then recollected and sent back into holding tanks as well as all of the water that is collected as condensate from the air quality equipment. These holding tanks are then filtered and sterilized via an ozonation system. This ozonation system then converts the ozone into oxygen before the water is sent into then fertigation system allowing for dissolved oxygen levels of 45ppm to 65ppm being given to the plants. This form of sterilization and oxygenation has been shown to allow for better nutrient absorption, higher quality medicine and a quicker maturation rate in plants.

Our fertigation system is designed by H.E Anderson. This system reads the water quality as it enters and corrects it according to the set points for the zone that is being irrigated. This system is custom designed for each facility depending on the number of zones that will be irrigated. Each zone can be set to irrigate at different times, durations, frequencies, EC levels and pH levels. This gives complete control to the facility for all the cultivars being cultivated and adjusted to their individual needs. The combination of these systems is to create a completely recirculating irrigation system, which maximizes the efficiency of our water use in our cultivation process.

E. VARIETALS

The following is a list of cultivars that Sanctuary intends to cultivate that have proven beneficial for patients:

Types of Flower:

THC primary: Purple Eclipse, OG Kush, Blue Cheese, Alien Rift, Corn Bread, True OG, Purple Train Wreck, Granddaddy purple, Jawa Pie, LA Confidential, Super Critical, White Widow, Pineapple Skunk, Blueberry Headband, Red Beard, Lemon Sour Diesel, Goji OG, Gorilla Bomb, Gorilla Glue, Tangerine Cookies, Durban Poison, C99, Ghost Train Haze, Honey Skunk, Chocolopez, Super Silver Haze, Lemon Haze, Jack Herer, Bubba's Trainwreck Haze, Sour Diesel.

CBD primary: Yummy, YMCA, Pennywise, ACDC, Critical Cure.

SANCTUARY MEDICINALS, INC
Concentrates Production Lab & Marijuana Infused Products:
Policies and Procedures

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Overview

SANCTUARY MEDICINALS, INC. ("SM") is a Registered Marijuana Dispensary ("RMD") that cultivates medical marijuana for registered patients in Massachusetts. The facility encompasses a total of 34,720 square feet, with 872 square feet dedicated to the Concentrates Production Lab ("Production Lab") and 852 square feet dedicated to the Marijuana Infused Products Kitchen ("MIPs Kitchen"). Concentrates for bulk sale and MIPs production will initially be extracted using super critical CO2 and then refined to extremely high purity and cleanliness using a fractional distillation process. The refinement process will reduce levels of microbials (mold, yeast, gram negative bacteria, etc.) and heavy metals down to an undetectable scale. This will ensure SM can provide patients with clean and safe products.

Location

The SM Production Lab and MIPs Kitchen are part of Cultivation Facility. The SM Dispensary(ies) will be operating pursuant to a Certificate of Registration issued by the Massachusetts Department of Public Health ("DPH").

Hours of Operation

7 days per week.

Visitors

Access to the Production Lab and MIPs Kitchen is limited to authorized agents (primarily lab and production agents) and authorized visitors (i.e. equipment vendors, visitors). All authorized visitors must be logged in/out in the visitor log, display a visitor ID badge, and be accompanied by an authorized agent at all times. In addition, additional visitor requirements are outlined in the SM Security Policies and Procedures.

Standard Equipment

Production Lab:

- Super Critical CO2 Extractor
- Fractional Distillation Still
- Rotary Evaporator
- Blast Chiller
- 3 Bay Sink
- Closed Lab Hood
- Sanitizing Dish Washer
- Vacuum Purge Oven
- Hand Washing Station
- Eye Washing Station

MIPs Kitchen:

- 4 Burner Gas Range
- Double-Decker Convection Oven
- Reach in Freezer
- Reach in Refrigerator

- 3-bay Sink
- Sanitizing Dish Washer
- Hand Washing Station
- Eye Washing Station

Concentrates Production Lab

The SM Production Lab utilizes state of the art extraction technology by way of a supercritical fluid (CO₂) botanical extractor. Further refinement of this raw CO₂ concentrate will be accomplished using a fractional distillation still for removal of any trace amounts of microbial and heavy metals contamination. This highly purified concentrate will be used in precision-dosed MIPs products, as well as sold in bulk and in vaporizer cartridges.

- **Drying:**

Any material to be processed through the SCCO₂ extractor will be dried as much as possible. Trim is to be dried on perforated sheet pans lined with parchment and placed on speed racks. Trim material will be laid on sheet pans in a thin layer in order to dry properly and quickly. A fan will circulate air around the trim in order to expedite drying, as well as prohibit biological contamination. Whole plants designated for extraction will be chopped down and ideally hung whole in the drying room until sufficiently dried. \ Trim and whole plant material may also be dried in the ovens at a low temperature so as to prevent decarboxylation.

Safety: If trim or plant material is handled in the Production Lab, the lab agent must wear a dust-mask as well as gloves and a lab coat.

Cleaning: The inside of grinders and food processors will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, and then cleaning and sterilizing in the high temperature washer/sanitizer.

- **Grinding:**

Sufficiently dried material will be ground to the consistency of fine coffee grinds, using a (designated) large food processor or botanical chopper. Once the material is ground to proper specification, it will be stored in large 6-inch, stainless steel pans with stainless steel lids with appropriate labeling regarding batch information.

Safety: If trim or plant material is handled in the Production Lab, the lab agent must wear a dust-mask, as well as gloves and a lab coat.

Cleaning: The inside of grinder or food processor, along with its blade, will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, prior to cleaning and sterilizing in the high temperature washer/sanitizer. The grinder/food processor body will be wiped down with lab wipes after each batch. The steel pans will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, and then cleaning and sterilizing in a high temperature washer/sanitizer.

- **Packing SCCO₂ Extractor:**

The retaining bolts will be taken off of the extraction vessel, the lid lifted up, and the provided funnel put in its place. The lab agent will fit 12-15lbs into the 20L vessel. The material to be processed will be packed lightly into the vessel using the provided plunger. Once full, the lid will be closed and the extractor vessel bolts replaced using the provided torque wrench.

Safety: The lab agent will make sure vessel pressures are all 0psi. Using the User Interface, the lab agent will select "Open Extractor Vessel" from the maintenance screen, prior to removing the extractor vessel bolts. Packing of the column will be done in small increments and never too hard. Anytime trim or plant material is handled in the lab, the lab agent must wear a dust-mask, as well as gloves and a lab coat.

Cleaning: The lab agent will vacuum all of the processed material out of the extraction vessel using a (dedicated) shop vac. The outside of the SCCO2 extractor will be cleaned using sanitizing wipes. Running the machine empty overnight will suitably clean and sterilize the inside of the machine.

- Running SCCO2 Extractor:

Safety: The machine has a number of built-in safety features in the event of over-pressure runs or solvent leakage. In the event that the machine is unable to recover CO2, slowly vent the CO2 from valve 10 at the bottom of separator #2 and evacuate the Production Lab until CO2 is completely vented. The provided ventilation in the Production Lab will remove all CO2 and replace it with fresh air from outside the building.

Cleaning: All solvent lines will be cleaned out with acetone. Such cleaning will be performed under the closed lab fume hood so as not to release solvent vapors into the room. Once a week, the machine will be run empty, thoroughly cleaning the machine.

- Spin on Hotplate/Freeze:

Safety: The hotplate will continue to stay hot for some time even after it is turned off. The readout will read "HOT" until the plate is sufficiently cooled. Do not touch the hotplate when it is running or when the readout reads "HOT".

Cleaning: The hotplate should be wiped down with a lab wipe after every use. If heavier cleaning is needed, wipe the plate down with denatured alcohol.

- Soak in Hot Ethanol:

Safety: Ethanol must be heated under the hood. When removing ethanol from the hood, a solvent respirator must be worn by the lab agent to prevent hot fumes from being inhaled. Caution must be taken when pouring, as the liquid is hot.

Cleaning: Cleaned with acetone and sanitized in the sanitizing dish washer.

- Filtering:

Safety: The cold trap must remain full of dry ice at all times to prevent contamination of ethanol into the vacuum pump.

Cleaning: Replace used filters with new filters for each batch. Pass hot ethanol through the funnel to clean the filter. Sanitize in the sanitizing dish washer.

- Removal of Ethanol in Rotary Evaporator:

Safety: The lab agent should use caution not to fill the boiling flask of the rotary evaporator more than halfway. The cold trap must remain full of dry ice at all times to prevent contamination of ethanol in the vacuum pump.

Cleaning: The boiling flask, receiving flask and vapor tube will be cleaned with acetone under the fume hood and sanitized in the sanitizing dish washer.

- Decarboxylating:

Decarboxylation, or “decarbing” is the act of removing water from concentrate to aid in efficient distillation. To do this, the lab agent places a stainless steel bain-marie or pot full of concentrate directly on to an induction burner. The concentrate should be heated quickly to a temperature of 180c then immediately removed from heat. At this point, the concentrate is fully decarboxylated.

Safety: The induction burner must be set up under the fume hood and the task performed with the hood closed.

Cleaning: Clean the bain marie with acetone under the fume hood and sanitize in the sanitizing dishwasher. Wipe the induction burner down with a lab wipe.

- Fractional Distillation:

The cold trap on the left will always be full of acetone/dry ice to prevent terpenes from contaminating the pump oil. The feeder will be filled with no more than 500ml of dewaxed/decarbed oil in order to reduce the risk of clogs.

Safety: Never run the still dry – there must be material flowing from the feeder before turning the motor on.

Cleaning: The still can be cleaned without being disassembled by running warm ethanol through under ambient pressure.

Definitions of Key Equipment

- Super Critical CO2 Extractor: A device used to extract cannabis oil from the plant matter. CO2 is used by SM, as it is the safest, most environmentally friendly solvent available to the industry. CO2 is warmed, pressurized, and pumped through a column of cultivated material. The CO2 “fluid” soaks into the plant matter to extract and concentrate only the medicinally beneficial components. The CO2 is then recycled back into storage tanks for later use. As this is a “closed loop” system, no CO2 is vented from the machine, at any time.
- Fractional Distillation Still: The fractional distillation still is used to further purify the CO2 concentrate. During this process, the material is heated under reduced pressure and re-condensed and collected. The distilled concentrate is increased in purity and potency, resulting in a pharmaceutical-quality product suitable for medical use.
- Rotary Evaporator: A rotary evaporator is used for cold recovery of ethanol in the purification process.
- Blast Chiller: A blast chiller is used to cryogenically freeze concentrate to keep it sterile, and to precipitate plant waxes and lipids for separation prior to distillation.

- Fume Hood: The fume hood is used as a safety measure when using solvent to clean lab glassware and utensils. All cleaning and soaking of glass and utensils will be done under the closed hood to prevent solvent fumes from being inhaled by agents.
- Vacuum Purge Oven: Used to desiccate material used prior to purification. Water removal is an important step in the purification process.

MIPs Kitchen

The MIPs Kitchen will utilize standards based off of municipal health codes, as well as FDA codes, to ensure optimal safety of all food products produced and is designed with ample cold storage and sanitization equipment to ensure food safety.

Products produced in the MIPs Kitchen will be prepared and handled on food-grade stainless steel tables and will be packaged in a secure area in compliance with 105 CMR 725.105(C)(4). Leaves and flowers will be well cured and free of seeds, stems, dirt, sand, debris, and other foreign matter; and not contain be contaminated by mold, rot, other fungus, and/or bacterial diseases.

Agents whose job includes contact with marijuana or MIPs are required to comply with the requirements for food handlers specified in 105 CMR 300.000. All edible MIPs will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000. SM production and lab agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All SM lab and production agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the SM facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All SM agents will also wear food grade disposable gloves when handling marijuana and in the processing of MIPs.

Food material used in the preparation of MIPs will be acquired from an approved source. Any and all materials used in the production of MIPs that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of MIPs will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. MIPs and food products used in the production of MIPs will be maintained in good condition and will be unadulterated.

The MIPs Kitchen has ample space for placement of equipment and storage of materials necessary for maintaining sanitary operations. Litter and waste will be properly cleared and removed from the MIPs Kitchen on a daily basis and disposed of in compliance with the procedures described herein and all applicable laws and regulations.

All surfaces and equipment within the MIPs Kitchen will be cleaned frequently in order to ensure that they are kept in a clean and sanitary condition. Surfaces and equipment will be

sanitized with a sanitizing agent registered by the EPA and used in accordance with the labeled instructions.

Any and all toxic materials will be properly identified and stored in a manner that protects against contamination of marijuana and MIPs. Proper safety and cleanliness procedures will be visibly posted or easily accessible in the MIPs Kitchen.

Labeling and Packaging

- Packaging: Packaging will be in plain, opaque, tamper-proof, and child-proof containers.
- Weight: All products will be weighed with a certified Class II NTEP Balance at the time of packaging.
- Labels: Production agents will place a legible, firmly affixed label (with the SM logo) on each package of marijuana prepared for dispensing. The wording will be at minimum 1/16 inch in size. Labels will not have depictions of the contents, cartoons, or other images. In addition, labels will include the following:
 - Marijuana Products (excluding MIPs):
 - The registered qualifying patient's name;
 - SM's name and registration number as the RMD that produced the marijuana, together with SM's telephone number and mailing address, and website information;
 - The quantity of usable marijuana contained within the package;
 - The date that SM packaged the contents;
 - A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
 - The cannabinoid profile of the marijuana contained within the package, including THC level;
 - A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2); and
 - This statement, including capitalization: *"This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN."*
 - MIPs:
 - The registered qualifying patient's name;
 - SM's name and registration number as the RMD that produced the MIP, together with SM's phone number and mailing address, and website information, if any;
 - The name of the product;

- The quantity of usable marijuana contained within the product as measured in ounces;
- A list of ingredients, including the cannabinoid profile of the marijuana contained within the product, including the THC level;
- The date of product creation and the recommended “use by” or expiration date;
- A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- Directions for use of the product if relevant;
- A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2);
- A warning if nuts or other known allergens are contained in the product; and
- This statement, including capitalization: *“This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”*

Policies and Procedures Regarding Cleaning and Sanitization

Cleaning and sanitization are both important factors in producing sterile concentrates and food safe MIPs products for distribution to registered medical marijuana patients in Massachusetts.

Cleaning:

- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often times, strong solvents such as acetone must be used to chemically dissolve hard to clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Production Lab, at all times. Used solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.
- A strong solution of hot water and soap can be used to clean aqueous matter in the Production Lab and MIPs Kitchen.

Sanitization:

- Post cleaning sanitization is performed on all work surfaces, laboratory glassware and kitchen cookware. The chlorine-based solution will be prepared each morning, using the following recipe:

Minimum concentration: 50ppm Range recommended: 50-100ppm. Do not exceed 200 ppm.	Amount needed per unit of water **More bleach may be needed if the bleach is older**		
	per 2 quarts	per gallon	per 12 gallons
Use provided test strips. Check the temperature of the water for recommend temperature of 75-120 degrees Fahrenheit.	½ tsp.	1 tsp.	1/4 cup

- The sanitizing solution will be measured, tested, and placed into red sanitization bins located in the Production Lab and MIPs Kitchen and used to wipe down surfaces that will then will air-dry.
- The third bay in the bay sinks in the Production Lab and MIPs Kitchen will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.

Safety

All agents will complete mandatory safety training sessions. Safety guidelines applicable in the Production Lab and MIPs Kitchen will be followed. SM lab and production agents and SM management will have the following responsibilities when it comes to health and safety:

SM Management:

- Ensure the health and safety of lab agents.
- Correct any workplace conditions that are hazardous to the health and safety of lab agents.
- Inform lab agents about any remaining hazards.
- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility.
- Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that they comply with them.
- Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them.
- Provide lab agents with education, supervision and training specific to the Production Lab and MIPs Kitchen equipment.
- Perform ongoing reviews and updates to policies and procedures as needed.

SM Lab and Production Agents:

- Take care to protect health and safety and the health and safety of others who may be affected by individual actions.

- Comply with all regulations and other legal requirements.
- Follow established safe work procedures.
- Use the required personal protective equipment.
- Refrain from horseplay or similar conduct that may endanger others.
- Ensure individual ability to work safely is not impaired by drugs or alcohol.
- Report accidents and other incidents (including near misses) to the Production Manager.
- Report the following to the Production Manager:
 - A hazard that might endanger SM agents.
 - A problem with personal protective equipment or clothing.
 - Any suggestions to improve workplace safety.

SM Lab and Production Agent Health and Safety Program

SM has identified eight basic components have been identified to help prevent accidents and injuries from happening in the Production Lab and MIPs Kitchen, as well as help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control - identify hazards and take action to eliminate or minimize risk.
- Safe Work Procedures:
 - Dealing with wet surfaces;
 - Proper personal protective equipment and clothing;
 - Solvent handling with use of protective gloves and proper ventilation; and
 - Proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision - properly train agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections - monthly safety inspections to identify and eliminate workplace hazards.
- Incident Investigation – determine the cause of an accident or injury and implement appropriate changes to prevent future occurrences.
- Health and Safety Meetings - monthly meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid - determine the level of first aid that is appropriate on-site.
- Records & Statistics - maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns.

Smoking is prohibited on SM property.

Emergency Evacuation Plan

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 the evacuation of each assigned section of the Facility. Drills for evacuation and lock down will be coordinated with the Littleton Police and Fire Department. Evacuation priorities are:

- Move occupants who are closest to the danger to a safe area near or at an emergency exit.
- Direct all occupants to evacuate the building through the nearest emergency exit.
- After safely exiting the building, occupants will proceed directly to the predetermined assembly area to participate in “roll call” led by the EC.
- In the event that SM receives a bomb threat, the agent receiving the threat will notify a manager immediately, dial 911 and begin the evacuation process.
- In the event of a fire, the agent discovering the fire will dial 911 and activate the internal fire alarms.
- If safe to do so and at the agent’s discretion, the agent may extinguish the fire.
- If possible, agents leaving the affected area will turn off electrical equipment and close doors.
- All occupants will exit the building using the nearest safe exit.
- Occupants will assemble for a “roll call” in the designated evacuation area, ensuring that they remain clear of responding emergency personnel.
- Smoke and fire alarms will be tested on a monthly basis.
- Fire extinguishers and the fire suppression system will be inspected on an annual basis.
- The Director of Security will ensure that an annual Fire Evacuation drill is conducted, documented and performed in consultation with the Littleton Fire Department.
- Fire Evacuation Maps will be clearly posted throughout the SM Facility.

Policies and Procedures for the Prevention of Diversion

SM will be proactive in the prevention of diversion of medicine in the workplace. To prevent diversion, SM will, through the utilization of BioTrackTHC tracking software, establish standardized methods of documenting and handling of medical marijuana and MIPs while they are transported throughout the Facility. SM agents who handle medicine will be appropriately monitored, and the utmost importance of SM’s diversion program will routinely be communicated to all agents.

The first step in preventing diversion is communicating to all SM agents that a diversion program is underway, all medicine is being monitored, and diversion is being taken seriously by management. Educating SM agents will begin during new hire orientation and training and will continue as part of on-going competency training. Revisiting SM's anti-diversion policies will be an ongoing process.

The Production Lab and MIPs Kitchen that house concentrates and MIPs, as well as trim & dry rooms, will be outfitted with video surveillance to monitor agents working within these areas. Finished marijuana and MIPs will be audited on a weekly basis in order to identify any discrepancies and/or diversion.

SM's cultivation agents, including lab and production agents, will go through random security checks, including a search of any personal items brought into the Production Lab or MIPs Kitchen, while exiting the Cultivation Facility to further prevent and deter diversion of medicine.

Concentrate and MIPs Inventory Tracking System

The SM Production Lab and MIPs Kitchen Facility will utilize BioTrackTHC tracking software for seed-to-sale tracking system. With the use of BioTrackTHC software, SM will pinpoint where plant material is in the extraction and refinement production phases, as well as document the status and location of all concentrates used for MIPs production. Lab agents will be trained on how to operate the software, which includes constant inputting of data on daily basis.

Waste Disposal: Plant Material and Media

All waste, including waste composed of or containing finished marijuana and MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Waste will be discarded into one of two (2) designated trash rooms at SM - the Plant Trash Room for plant material, extraction and refinement waste or the Non-Plant/General Trash Room.

Plant Waste: Plant material, including extraction and refinement waste, will not be left in trash rooms for more than ten (10) days in order to prevent the spread of insect and disease problems to other locations in the Facility. Discarded plant material will be stored and secured in the dedicated Plant Trash Room at SM. Prior to being disposed of discarded plant material will be grinded and incorporated with solid waste, resulting in the mixture being rendered unusable. A minimum of two (2) SM agents will dispose of the plant material at the landfill. The agents must be present to witness and document disposal in the landfill. In addition, SM will routinely verify that the landfill holds a valid permit issued by the Department of Environmental Protection.

Liquid Waste: Liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with requirements for discharge into surface water (314 CMR 3.00), groundwater (314 CMR 5.00), and sewers (314 CMR 7.00), or disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00.

Non-Plant Material Waste: All other non-plant material will be housed in General Trash Room and routinely disposed.

Returned Product from a Qualifying Patient or Caregiver: SM will accept at no charge any unused, excess, or contaminated marijuana from a registered qualifying patient or personal caregiver, and will destroy it as provided in 105 CMR 725.105(J). As part of recordkeeping requirements, SM will maintain a written record of such disposal, which will include the name of the supplying registered qualifying patient or personal caregiver if applicable.

Waste Disposal Recordkeeping: Anytime cultivation/processing waste, including marijuana, MIPs or any other form of waste containing plant material is disposed of, SM will maintain a written record of the date, the type and quantity disposed of, the manner and place of disposal, and the agents who witnessed the disposal, including their signatures. SM will keep disposal records for at least two (2) years.

Job Descriptions

Concentrates & MIPs Production Manager: Responsible for production of all concentrates and MIPs produced by SM. This includes, but is not limited to:

- Management of inventory and par-levels of all concentrate and MIPs products, including integration into the BioTrackTHC software.
- Creation of raw Super Critical CO2 (SCCO2) concentrate.
- Creation of distilled, high-purity concentrate for use in MIPs and vaporizer cartridges.
- Creation of all MIPs products.
- Organization of extraction schedule based on availability of cultivated material.
- Maintaining a rigid cleaning schedule that all lab agents must adhere to.
- Ensuring Production Lab and MIPs Kitchen safety pursuant to established safety protocols.
- Coordinating facility repairs and maintenance.
- Responsible for supervision and training of agents.
- Providing mandatory training for new agents.

Lab/Production Assistant: Responsible for supporting the Concentrates and MIPs Production Manager during day-to-day operations. This includes but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO2 extraction.
- Unpacking and cleaning the SCCO2 extractor.
- Cleaning and sanitization of all lab glassware.
- Cleaning and sanitization of all kitchen cookware and utensils.
- Cleaning and sanitization of the distillation still.
- Routine scheduled maintenance of all equipment in Production Lab and MIPs Kitchen.
- Assistance with packaging of all concentrate and MIPs products to be sold.
- Assisting the cultivation team with trimming when needed.

Concentrates Testing

All marijuana concentrates produced at the SM facility shall be tested for the cannabinoid profile, residual solvents, and contaminants, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and non-organic pesticides in compliance with Department of Public Health regulations, protocols, and guidance. All testing records shall be maintained for at

least one year. In the event that testing reveals unacceptable levels of solvents, contaminants or undesirable cannabinoid profiles, the Laboratory Manager shall be responsible for establishing corrective procedures in response to such test results. SM's testing response policy shall be available to registered patients and caregivers upon request. Frequency of testing shall be compliant with all Department of Public Health protocols and guidance.

In collecting samples of marijuana concentrates, agents shall:

1. Wear disposable gloves to mitigate potential for contamination of samples.
2. Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed.
3. Collect the sample using an appropriate tool and not touching the sample with hands or allow the sample to touch anything that might cause cross contamination.
4. SM agent will place the concentrate sample in a glass bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement.
5. SM agent will record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
6. To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished marijuana concentrate will be cleaned before collecting the next sample.
7. All samples will be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers will be firmly closed and appropriately labeled.
8. To preserve the chemical and biological composition of the samples, they will be refrigerated or maintained on ice until shipped to the analytical laboratory.
9. Chain-of-custody paperwork will be completed immediately prior to shipment to the analytical laboratory.

Samples shall be properly homogenized prior to analysis. Laboratory analysis shall be performed by a laboratory that is:

- Accredited to International Organization for Standardization (ISO) 17025 by a third party accrediting body such as A2LA or ACLASS, or
- Certified, registered, or accredited by an organization approved by the Massachusetts Department of Public Health.

SM shall maintain a contractual relationship with an approved testing laboratory, and SM shall ensure that those laboratory individuals performing testing shall be registered as SM agents. All storage and transportation of testing samples shall comply with DPH regulations, including but not limited to the provisions of 105 CMR 725.110(E) & 725.105(D). SM shall ensure that all excess marijuana concentrate from testing is returned to SM and disposed of pursuant to 105 CMR 725.105(J) and SM's marijuana disposal plan.

Marijuana Infused Products Testing

All marijuana infused products (MIPs) produced in the SM kitchen shall be tested for the cannabinoid profile and contaminants, including but not limited to mold and mildew in compliance with Department of Public Health regulations, guidance, and protocols. All testing records shall be maintained for at least one year. In the event that testing reveals unacceptable levels of contaminants or undesirable cannabinoid profiles, the Laboratory Manager shall be responsible for establishing corrective procedures in response to such test results. SM's testing response policy shall be available to registered patients and caregivers upon request. Frequency of testing shall be compliant with all Department of Public Health protocols.

A single sample of the ready-to-dispense MIP will be provided to the analytical laboratory to represent the given batch. Sampling frequency and sizes shall be evaluated and amended from time to time so as to remain in compliance with guidance and protocols issued by the Department of Public Health.

Laboratory analysis shall be performed by a laboratory that is:

- Accredited to International Organization for Standardization (ISO) 17025 by a third party accrediting body such as A2LA or ACLASS, or
- Certified, registered, or accredited by an organization approved by the Massachusetts Department of Public Health.

SM shall maintain a contractual relationship with an approved independent testing laboratory, and SM shall ensure that those laboratory individuals performing testing shall be registered as SM agents. All storage and transportation of testing samples shall comply with DPH regulations, including but not limited to the provisions of 105 CMR 725.110(E) & 725.105(D). SM shall ensure that all excess MIPs from testing is returned to SM and disposed of pursuant to 105 CMR 725.105(J) and SM's marijuana disposal plan.

SANCTUARY MEDICINALS, INC
Inventory Policies & Procedures

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General Overview

SANCTUARY MEDICINALS, INC. ("SM") has established inventory control policies in order to ensure the safe and secure production, movement and storage of medical marijuana and medical marijuana products from seed-to-sale. As such, SM recognizes that the following operational aspects are necessary in order to maximize the effectiveness of SM's inventory control program: proper product labeling and storage, security which addresses internal and external threats, accurate record keeping policies and procedures, scheduled and random audits, and use of a fully integrated software designed for dispensaries to track inventory in real time from seed-to-sale. SM will limit its inventory of seeds, plants, and usable marijuana to reflect the projected needs of registered qualifying patients. As a result, inventory levels will be reviewed and adjusted on an on-going basis. In addition, SM has developed an internal control environment which mitigates the risk of inventory loss.

BioTrackTHC – Seed-to-Sale Inventory Control System

From an inventory control perspective, BioTrackTHC software ("BioTrack") supports ordering, receiving, storing, sales, adjustments, labeling, disposal of unusable medicine and audits. BioTrack fully supports the recording and tracking of the daily beginning inventory, daily ending inventory, acquisitions, harvests, sales and disbursements. Records are retained indefinitely. In addition, SM will utilize BioTrack for Growhouse Tracking, Patient Management and the point-of-sale (POS) system for each transaction.

Real-time inventory levels will be reported through the POS system. Each product will have a unique transaction record that shows the details of the sale or acquisition, the addition or removal of the product from inventory, the date/time of the transaction, and the dispensary agent who performed the transaction. All sales transactions will be tied to the individual patient's record.

- a. Real-time inventory will be maintained through BioTrack, which will monitor the following: inventory of marijuana plants; marijuana plant clones, in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal. BioTrack inventory records meet the criteria set forth in 105 CMR 725.105(G)(2). All batches contaminated will be moved to a QC room in Biotrack THC

On the cultivation side, each plant will be assigned a unique BioTrack barcode allowing SM to track every strain in the Facility. In addition, each grow room will have a barcode that is associated with growth phase so the system knows which rooms are for vegetation, flowering, etc. In the event that a plant has been, or is suspected to have been, moved from one room to another without being proper documentation, regular audits will be performed by scanning each plant in the room in order to determine if a plant is missing or was improperly moved.

Using a fully integrated software such as BioTrack, SM will manage inventory in real-time, generate inventory reports, and keep thorough records in excess of DPH regulatory requirements.

Packaging and Labeling

Packaging - All medical marijuana and medical marijuana products will be packaged as follows:

- In a secure area by a registered dispensary agent that is required to follow strict hygienic practices including thorough handwashing prior to packaging any product and the wearing of food safe gloves;
- In plain, opaque, tamper-proof, and child-proof containers without depictions of the product, cartoons or images other than SM's logo; and
- Edible MIPs will not bear any resemblance to any product available for consumption as a commercially available candy.

Labeling of Marijuana – SM will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each package of marijuana that it prepares for dispensing, containing at a minimum the following information:

- The registered qualifying patient's name;
- SM's name and registration number (as the RMD that produced the marijuana), together with SM's telephone number and mailing address, and website information;
- The quantity of usable marijuana contained within the package;
- The date that SM packaged the contents;
- A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- The cannabinoid profile of the marijuana contained within the package, including THC level;
- A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2); and
- This statement, including capitalization: *"This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN."*

Labeling of MIPs - SM will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each MIP that it prepares for dispensing, containing at a minimum the following information:

- The registered qualifying patient's name;
- SM's name and registration as the producer of the MIP, together with SM's telephone number and mailing address, and website information;
- The name of the product;
- The quantity of usable marijuana contained within the product as measured in ounces;

- A list of ingredients, including the cannabinoid profile of the marijuana contained within the product, including the THC level;
- The date of product creation and the recommended “use by” or expiration date;
- A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
- Directions for use of the product if relevant;
- A statement that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with 105 CMR 725.105(C)(2);
- A warning if nuts or other known allergens are contained in the product; and
- This statement, including capitalization: *“This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”*

Product Storage

General Storage Requirements - All marijuana and marijuana products, whether in the process of cultivation, production, preparation, transport, analysis, marked for distribution, or marked as waste or as damaged/contaminated will be housed and stored in such a manner as to prevent diversion, theft, or loss as per the security requirements outlined in 105 CMR 725.110. Such items will be accessible only to the minimum number of specifically authorized SM agents essential for efficient operation. All storage areas will:

- Be clean and orderly, and free from infestation by insects, rodents, birds and pests of any kind.
- Have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 105 CMR 725.105 and 725.110.
- Have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging has been opened or breached, until such products are destroyed. There will be designated area within the inventory vault to store such inventory.

Unfinished Marijuana Products – In addition to the above requirements, all marijuana and marijuana products in the process of cultivation, production, preparation, transport or analysis will be returned to a secure location immediately after completion of the process or at the end of the scheduled business day. If a manufacturing process cannot be completed at the end of a working day, the processing area or tanks, vessels, bins, or bulk containers containing marijuana will be securely locked inside an area or building that affords adequate security.

Acquiring and Distributing Marijuana to RMDs

Requirements: SM will only acquire marijuana from or distribute marijuana to another RMD when:

- A documented emergency situation occurs such as loss of crop, vandalism, or theft, or other circumstance as approved by the DPH; or
- A specific registered qualifying patient's needs cannot otherwise be met by the acquiring RMD, as documented by the acquiring RMD.

Limitations: The distribution and acquisition of marijuana to and from all other RMDs will not exceed, cumulatively, thirty (30) percent of SM's total annual inventory.

Recordkeeping: SM will maintain records of all marijuana acquired from or distributed to another RMD create by creating a written record of the date, the type and quantity of marijuana, the type of transaction (acquisition or distribution), along with the transportation records for at least two (2) years.

Waste Disposal

All waste, including waste composed of or containing finished marijuana and MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Waste will be discarded into one of two (2) designated trash rooms at SM - the Plant Trash Room for plant material, extraction and refinement waste or the Non-Plant/General Trash Room.

Plant Waste: Plant material, including extraction and refinement waste, will not be left in trash rooms for more than ten (10) days in order to prevent the spread of insect and disease problems to other locations in the Facility. Discarded plant material will be stored and secured in the dedicated Plant Trash Room at SM. Prior to being disposed of, discarded plant material will be grinded and incorporated with solid waste, resulting in the mixture being rendered unusable. A minimum of two (2) SM agents will dispose of the plant material by incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection (DEP), a landfill holding a valid permit issued by the DEP or by the appropriate agency in Massachusetts, or a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in Massachusetts. Additionally, if the material mixed with the medical marijuana waste is organic material as defined in 310 CMR 16.02, the mixture will be composted at an operation that is in compliance with the requirements of 310 CMR 16.00. The agents will be present to witness and document disposal and SM will routinely verify a valid permit issued by the Department of Environmental Protection.

Liquid Waste: Liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with requirements for discharge into surface water (314 CMR 3.00), groundwater (314 CMR 5.00), and sewers (314 CMR 7.00), or disposed of in an industrial wastewater holding tank in accordance with 314 CMR 18.00.

Non-Plant Material Waste: All other non-plant material will be housed in General Trash Room and routinely disposed.

Returned Product from a Qualifying Patient or Caregiver: SM will accept at no charge any unused, excess, or contaminated marijuana from a registered qualifying patient or personal

caregiver, and will destroy it as provided in 105 CMR 725.105(J). As part of recordkeeping requirements, SM will maintain a written record of such disposal, which will include the name of the supplying registered qualifying patient or personal caregiver if applicable.

Waste Disposal Recordkeeping: Anytime cultivation/processing waste, including marijuana, MIPs or any other form of waste containing plant material is disposed of, SM will maintain a written record of the date, the type and quantity disposed of, the manner and place of disposal, and the agents who witnessed the disposal, including their signatures. SM will keep disposal records for at least two (2) years.

Recalled Product

Product recalls may be initiated by the DPH or by SM. In the event of a product recall, the following will transpire to ensure that all impacted patients are promptly notified and such recalled product is destroyed:

- Knowing the product in question, determine the beginning and end dates in which product needs to be recalled, that is, establish the recall period;
- BioTrack data will be used to identify all patients who have purchased the recalled product during the recall period;
- With patients identified phone calls will be made to each patient explaining the situation at hand and instructions on returning the recalled product;
- Emails will follow the phone calls documenting next steps which were discussed on the call; and
- Via overnight mail, written instructions which recap all information provided on calls and in emails.

Patients will return the recalled product to SM and will be given the option of refund or credit to be used that visit. Destruction of the recalled product will occur pursuant to the waste disposal requirements contained herein.

Quality Control

Pursuant to 105 CMR 725.105(C)(2), SM will test samples of all marijuana that SM cultivates for the presence of contaminants, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and non-organic pesticides. All such testing will be done by an independent laboratory with which SM maintains a contractual relationship.

In the event that sampling test results indicate contamination, SM will initiate its Contamination Investigation Procedure.

2. Document internally the initial contamination information, including
 - a. The batch number from which the tested sample was taken;
 - b. The contaminant detected;
 - c. Date of sample test.
 - d. All batches contaminated will be moved to a QC room in Biotrack THC

3. If the contaminant is a material introduced by SM during cultivation or processing, SM will review its protocols and procedures for the application of such chemical to determine the cause of the presence of excessive testing levels. The results of such investigation will be recorded with the internal contamination documentation, and any necessary alterations to SM procedure or infrastructure will be made to applicable SM operational manuals or physically implemented, as necessary. Furthermore, SM will implement any training or retraining on protocols related to the contamination, as applicable.
4. If the contaminant is a foreign substance not intentionally introduced by SM, SM will undertake an investigation to determine
 - a. Where the contamination occurred;
 - b. When the contamination occurred;
 - c. The root cause of the introduction of the contaminant;
 - d. Remedial steps to prevent future contamination.

The results of such investigation will be recorded with the internal contamination documentation, and any necessary alterations to SM procedure or infrastructure will be made to applicable SM operational manuals or physically implemented, as necessary. Furthermore, SM will implement any training or retraining on protocols related to the contamination, as applicable.

Based on SM's investigations of any contamination, SM will determine all affected medical marijuana, and immediately segregate and destroy all contaminated medical marijuana in accordance with SM's marijuana waste disposal procedures contained herein.

Inventory Security

Video Surveillance: As required by 105 725.110(D)(1)(g), 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. Video surveillance cameras are located in all areas that may contain marijuana or marijuana products including all points of entry and exit, the perimeter of the SM Facility, and in all parking lot areas. In addition, the following requirements will be met:

- Cameras are directed at all areas where marijuana is cultivated, processed prepared, stored, handled, and dispensed.
- Camera placement is capable of clearly capturing any person entering/ exiting the SM Facility.
- All video recordings contain a date/time stamp.
- Cameras will be angled to capture a clear and certain identification any person entering/exiting the SM Facility or restricted area and lighting conditions will be appropriate for the area under surveillance.

- Video cameras are 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 DPH upon request. 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 SM is aware of a pending criminal, civil or administrative investigation for which the recording may contain relevant information.

Redundant Notification Systems: A third party security vendor will provide a redundant notification and power source to SM's security systems. This vendor will not be responsible to or be affiliated with the primary security vendor.

Internal Alarms: For the safety of all SM agents, authorized visitors and registered patients/caregivers, panic/duress alarms will be located throughout SM and connected to Littleton Police Department.

Secure Storage Areas & Vaults: Storage areas and vaults will have clearly posted Limited Access Area signs and be monitored by additional security measures, which are part of the Intrusion Detection System (IDS). Only a limited number of authorized SM agents essential for efficient operation will be granted access to storage areas and vaults. A list of authorized agents will be kept and maintained by the Director of Security and updated as needed. Upon entry, agents are required to complete a "Security Container Check Sheet" to ensure proper records of openings, closings, deposits, and withdrawals of any inventory are maintained. Storage areas and vaults will only be accessed using a tandem two-person system to ensure quality control. In other words, no "single" individual will have the ability to access the secure areas independently. Cash and marijuana inventory will be stored separately at all times and never commingled.

Access Control to Limited Access Areas: 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 addition:

- Only a limited number of authorized SM 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.
- SM agents must visibly display their SM ID badge at all times while performing assigned job duties.
- SM agents may not bring bags, camera phones, backpacks or purses from the break room into the areas where patients, caregivers and visitors are present. Agents will be issued individual lockers for storing personal belongings. Any item that could be used for diversion may be prohibited at the discretion of the Director of Security.

Proximity Access Cards: In addition to the identification badges worn by all SM agents, proximity card readers will secure all Limited Access Areas. These access cards will only be issued to authorized SM agents working in project areas or an approved area of the building. Access Cards will be issued and accounted for in SM's Access Card database and be maintained

in accordance with SM's recordkeeping requirements. Each access card will grant access to specific zoned areas for authorized access; access may be limited as necessary.

Inventory Tracking

SM's Chief Operating Officer will provide oversight of the inventory control system, supervising agents to ensure that all daily tasks are completed accurately, conducting inventory counts, physically moving inventory and cash, and tracking and recording movements. SM will also implement a secure chain-of-custody system, whereby any time marijuana is transferred from one agent to another, the medicine must be weighed, and each party to the transfer must sign off on the weight. Strict documentation that details each transfer point of medicine from ordering and receiving to sale or disposal will be kept within the BioTrack system.

Inventory reports will be generated in the BioTrack system showing current inventory levels. Each product will have a unique transaction history that shows every sale and addition/removal from inventory, as well as a date/time stamp and the user ID of the registered dispensing organization agent who executed the transaction. Customizable entries designate reasons for inventory adjustments. Only designated SM agents, such as the Dispensary Manager, Chief Executive Officer, Chief Operating Officer, and Director of Security are able to view inventory reports. Sales and inventory reports will be generated and customized based on a wide variety of data fields. All purchase transactions will be tied to individual patient records.

The BioTrack system enables complete chain of custody tracking for inventory, from seed to sale, allowing management to view SM agents who have handled product every step of the way. The Chief Operating Officer will use BioTrack to conduct and document an audit of the daily inventory according to GAAP once every thirty (30) calendar days. If the audit identifies a reduction in the amount of marijuana or marijuana products in our inventory not due to documented causes, an investigation led by the Chief Executive Officer will determine where the loss occurred and immediately take and document corrective action; inform the DPH within ten (10) business days by submitting a written report which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were immediately notified.

If the audit identifies an increase in the amount of inventory not due to documented causes, an investigation led by the Chief Executive Officer will determine where the increase occurred and take and document corrective action.

Inventory Storage

Final products will be stored in a vault room, a highly secure interior room within a Limited Access Area of the SM Facility - approved/certified for pharmacological use by the U.S. Drug Enforcement Agency. No marijuana products or byproducts will be left unsecured or unattended at any time. A two-agent integrity rule is required to access the final product storage vault. This rule requires the presence of two (2) authorized SM agents when the final product storage vault is opened. At no time can an agent access the vault alone. In addition:

- Records of the date/time and the SM agents present when the product storage vault is opened will be maintained via sign in logs at the final storage vault.
- At no time will the door of any room containing the final product storage vault be left open while the room is unattended. If the room is in use, then the outer door must be kept closed.
- The vault will only be open during the time required to remove/replace marijuana and marijuana products.
- Marijuana products and cash will not be commingled in the same vault room.
- A record of SM agents having access to the final product storage vault will be maintained by Director of Security.
- 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.
- Access to vault room is highly restricted and is safeguarded via the use of card key access. Access to vault rooms and other codes for entry such as keypads is limited and safeguarded.

Inventory Control System

The BioTrack Point of Sale (POS)/Inventory System will be used to track all seeds, plants, and products and utilized to verify all product identification and weight measurements. In addition, records of sales transactions will be recorded by BioTrack. Any changes made to the system must be reviewed and approved by the Chief Executive Officer.

Marijuana seeds will be counted for each strain and recorded in BioTrack for inventory tracking. A unique barcode that identifies the mother plant will be attached to the plant, and each plant rooted from the mother plant will also be assigned a barcode.

Each plant harvested and hung on a wire hanger to dry will be tagged with the unique barcode that identifies the plant from which the marijuana was harvested.

After trimming, the flower and trim will be weighed together and entered into the BioTrack system as the weight for the entire harvest. All weight information (aggregate and segregated on product type, etc.) is embedded in the unique barcode label.

Flower products are placed in a container for curing with each container labeled with a unique barcode label. A unique barcode label will be affixed to the storage container of cured flower products and pre-rolled products, which will be stored in the final product storage vault.

Inventory Control Procedures

At the conclusion of each operational period the following will be performed:

- Ensure that all marijuana products are properly stored in the final product vault;
- Ensure that all work tables and surfaces are clear of marijuana product; and

- Ensure that all marijuana product has been removed from processing equipment and is properly stored.

The two-agent integrity rule is required in areas where a high risk of compromise or potential for diversion exists. On a weekly basis, designated inventory agents will conduct a facility-wide count of inventory. In the event of a discrepancy between total weight of harvested marijuana and total marijuana dispensed, stored and/or accounted for as product waste, the Director of Security, Chief Executive Officer and Chief Operating Officer will be notified, and an immediate internal audit will be conducted to determine the reason for the discrepancy. If it is determined that there is an error or inaccuracy in its inventory, then the cause will be investigated and corrective action measures will immediately be put into place to avoid such error or inaccuracy in the future.

Inventory Audits

Conducting Physical Inventory: In addition to using the BioTrack real-time software as a method for tracking inventory on an ongoing basis by tagging and tracking all marijuana seeds, plants, and products, SM will conduct physical inventory counts, and comprehensive inventories of marijuana and MIPs in the process of cultivation, and finished, stored marijuana. The Dispensary Manager, with oversight from the Chief Executive Officer and Chief Operating Officer, will conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana. In addition, comprehensive annual inventory will be conducted at least once every year after the date of the previous comprehensive inventory. Inventory will be conducted by at least two (2) SM agents, one of whom not having conducted the previous month's inventory. If a recording device is used to conduct inventory, the contents of the recording will be promptly transcribed.

Inventory Recordkeeping: The record of 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 documentation related to an incident that is reportable will be maintained by SM for no less than two (2) years and made available to the DPH and to law enforcement authorities acting within their lawful jurisdiction upon request.

Physical Count Discrepancies: Any discrepancy (regardless of amount) will be reported to the Executive Management Team for investigation and identification of the reason for the difference. All discrepancies will be considered serious in nature, investigated thoroughly, and require that the Chief Executive Officer be briefed throughout the investigation. In the event an adjustment is necessary in BioTrack to reconcile a difference, the Chief Executive Officer must authorize the adjustment in writing. Investigations into discrepancy will include, but are not limited to:

- If the location can be identified whereby the discrepancy arose:
 - Review the camera surveillance of the location to determine who accessed the area;
 - Review who accessed the location via card reader records;
 - Follow the flow of transactions through BioTrack to detect any peculiarities, in particular, any adjustments that may have been made and by whom;
 - Determine that the discrepancy is not accounted for elsewhere, in other words, that the discrepancy is not an inventory recording error; and,

- Document results of investigation including resolution actions.
- If the location of the discrepancy cannot be identified, determine the day (or range of days) when the discrepancy was created:
 - Review indoor and outdoor surveillance footage for the day(s) to identify any peculiarities;
 - Review card reader records for the days to determine who accessed what areas of SM, when such areas were accessed, and if applicable, why such areas were accessed;
 - Follow the flow of transactions through BioTrack to detect any peculiarities, in particular, any adjustments that may have been made and by whom they were made;
 - Determine that the discrepancy is not accounted for elsewhere, in other words, that the discrepancy is not an inventory recording error; and,
 - Document results of investigation including resolution actions.
- Securing inventory in the event of a discrepancy:
 - If the discrepancy is uncovered during business hours, all product in the packaging and labeling area will be immediately inventoried, and if any product not being immediately packaged and labeled is in that area, it will be returned to the vault room;
 - As previously described in this Section, all surveillance footage from the time of the last reconciled inventory count will be reviewed by the CEO in its entirety to uncover the source of the discrepancy;
 - Access to all storage areas, including the vault room, will be immediately limited to the CEO, COO and Director of Security until such time as the discrepancy is resolved;
 - Unless the CEO has reason to believe that the following actions will prejudice the investigation into the source of the discrepancy, the CEO will inform the inventory manager or her/his equivalent that such a discrepancy exists, and to be on heightened alert of the possibility of any future discrepancies;
 - All product that is no longer in the cultivation stage will be completely inventoried and reconciled with the BioTrack database inventory, and if any discrepancy exists, the procedures related to determining the discrepancy in this Physical Count Discrepancies section will be replicated; and
 - The procedures in this “Securing inventory in the event of a discrepancy” will continue until such time as the discrepancy or discrepancies are resolved.

Incident Reporting

Reportable Incidents: SM will immediately notify the Littleton Police Department and the DPH within twenty-four (24) hours after discovering the following:

- Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving SM or an SM agent;
- Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
- Unauthorized destruction of marijuana;

- Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
- An alarm activation or other event that requires response by public safety personnel;
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours;
- Any loss or unauthorized alteration of records related to inventory; and
- Any other breach that jeopardizes inventory.

Documenting and Reporting: Within ten (10) calendar days, SM will provide written notice to the DPH of any incident described above, by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Littleton Police Department was notified, and any other relevant information. Reports, and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by SM for a minimum of two (2) years and made available to the DPH and to law enforcement authorities acting within their lawful jurisdiction upon request.

In the event of unaccounted for loss of marijuana or marijuana products, Dispensary Agents must adhere to the policies and procedures contained herein, especially with regard to recordkeeping, reporting, and security measures. Furthermore, upon detection of unaccounted for loss of marijuana or marijuana products, Dispensary Agents must secure all marijuana and marijuana products at the affected Littleton facility in vaults or limited access areas and ensure that any marijuana or marijuana products that are secured in this manner are accounted for in the inventory management system. The Director of Security, in conjunction with appropriate department heads, will evaluate if any additional safeguards are necessary, both with respect to the incident at hand and also with respect to general SM protocols and procedures to prevent any future loss.

Job Descriptions

Inventory Manager –The Inventory Manager 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 in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- 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, acquisitions, sales, disposal and ending inventory; and
- Proper storage, labeling, tracking and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. This includes but is 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 BioTrack system;
- Ensuring waste is properly stored, either in the Plant Trash Room or the General/Non-Plant Trash Room; and
- Coordinates waste disposal schedule and ensures SM's policies and procedures for waste disposal are adhered to.

5. REDUCTION OF ENVIRONMENTAL IMPACTS

Reduction of environmental impacts on the cultivation/manufacturing facility

Sanctuary is very passionate about reducing their carbon footprint and environmental impact using state of the art equipment and applying sustainable and efficient cultivation practices. We understand the importance of companies in all industries to reduce their impact, but especially cannabis cultivation companies due to the explosive growth of the industry and power consumption that comes with it. Indoor cannabis production has been recently estimated to be 1% of the U.S.'s total electric consumption each year and growing. We plan to be a model organization in sustainable practices and set an example for all industries, not just cannabis. We plan to implement strategies across all aspects of our grow including lighting, grow media and irrigation sterilization and recirculation systems, power generation, HVAC handling, and state of the art air filtration systems.

Indoor lighting is one of the biggest decisions a cultivation facility has to make in order to reducing the environment impact. We implement high efficiency and LED lighting in 100% of our grow in order to reduce our power consumption. First off, LEDs usually lights have significantly lower wattage than comparable HID lights traditional used in the past in the cannabis industry. As the electric demand from lights is one of the biggest energy consumers within cultivation facilities, using LED lights could reduce the energy used by cultivation facilities by a very significant percentage just from wattage alone. Also, due to the reduced amount of heat given off by LEDs, this also will reduce the cost and energy needed to cool the cultivation rooms to appropriate temperatures. This reduction in heat also drastically reduces the risk of fire within a cultivation facility. LED lighting technology allows the ability to only target and use spectrums that the plant needs to thrive therefore using less energy to get the job done. This spectrum control helps the plant grow faster and healthier in each stage of life. LED lights also give the ability to control the wattage of the lights both throughout the day and life cycle of plant. This allows growers to save power usage by only supplying the plants with the amount of light it needs during its stage and life, and also mimic sunrise and sunset which the plants are used to as well. With this, LED light systems have sensors which can dial in the exact VPD (Vapor Pressure Deficit) that plants need in order to thrive. It can be automatically programs to dim or intensify the lights based on what the plant needs. With the control in spectrum and intensity, along with obvious cost savings and energy reduction, it helps the plants circadian rhythm increasing the efficiency of the grow. A huge benefit of LED technology is reduction in ballast and bulb replacement. In a lot of cases, LED lights can last twice or three times as long as other grow lights. This also is true for bulb replacements. This is a huge environmentally reduction in terms of waste and landfill usage.

To multiple these benefits, we will be able to put more lights in one room, growing vertically on three tiers, thus increasing our efficiency in both on a grams per watt basis but also the amount of HVAC energy needed to produce the quantity. This method drastically increases grow efficiencies and energy consumptions. Additional benefits from the reduction in heat will be easier controlled airflow that reduce hotspots; these hot spots can cause detrimentally impact to efficiency of the grow therefore wasting energy.

In general, we will be meeting the needs of the medicinal market more efficiently and consistently with LED lights. Additionally, we plan on also leading the efforts on future research of data analyzation of LED light to increase their efficiencies and decrease power consumption.

Another huge power consumer in cultivation, of course, is controlling the temperature and humidity of the rooms. We use Daikin, one of the leaders of the world in air conditioning. The Energy Recovery ventilation system is start of the art system that captures energy normally given off into pre-condition the outdoor air entering the system. These systems have a temperature recovery efficiency of up to 74% and have an automatic purge system to reduce cooling and save energy. These systems use Variable Frequency Driver compressors which can lead to 30% energy savings. Also, Sanctuary uses a cogenerative power system which produce electricity while capturing and recovering heat that is utilized for hot water, humidification and room temperature treatment. In other systems, this heat is generally wasted. Cogenerative tech can increase savings between 15-40%. A cogenerative system also drastically reduces CO2 emission, one of the most abundant greenhouse gases. An example of another industry leader in power consumption is Boston Medical Center, who will save over an estimate of \$1.5M a year after implementing their new cogenerative system. Along with these lighting, HVAC and power generation practices and system, Sanctuary uses models to predict what are the best times for "lights on" in the facility rooms in order to reduce the electrical demand at peak hours.

Along with these practices, Sanctuary also uses SecureAire, which is a particle crushing device that filters the air to create lab grade air. As air moves through HVAC, harmful particles usually are not transported to your HVAC filter systems therefore not killing these pathogens. Normal systems only filter out 2% of particles whereas SecureAire drastically increases that by unlocking electromagnetic field that controls transport of 98% of particles. SecureAire reduces viruses, bacteria, dissolved gases, carbon monoxide, carbon dioxide and smoke particles. On top of these benefits, it also captures and eliminates odors. This is a huge concern for general vicinity environmental impact. SecureAire eliminates this concern all together and is a much more effective and efficient option than using carbon filters. SecureAire also enables longer lasting filters. Additionally, SecureAire Tech allows you to monitor the performance of the products performance to make sure the air is being treated correctly. SecureAir has numerous cases studies of major projects where they have improved the air quality with organizations such as IBM, University of Cal San Francisco, and Lake Tahoe Surgery Center and has been proven very successful in Sanctuary's Massachusetts facility.

Sanctuary also has very efficient grow practices when it comes to growing hydroponically with rockwool. Hydroponic growing allows the targeted, specific and efficient use of water and nutrients to the plants. Our drip system irrigation techniques

deliver the exact specified amount of feed to each plant. This practice of growing hydroponically in rockwool increase grow efficiencies and reduces the amount of energy needed to satisfy the needs of the medical market dramatically. Additional, rockwool can be sterilized and recycles for many uses. It can be re-melted and used as insulation, it can be added to compost and soil to add aeration to the mix. This is extremely beneficial to the environment as a huge reduction in waste. Thousands of 6-inch cube rockwool blocks every harvest of each room will be able to be recycled instead of put to waste.

The water used in our irrigation system is also recirculated, sterilized, and reused in Sanctuary cultivation facilities. In addition to reusing wastewater, we re-use the condensate from our HVAC systems that has been transpired from the plants. Of course, with the amount of water needed and transpiration in cultivation facilities this is a huge reduction in waste in order to recirculate this water. When recirculating this water, Sanctuary uses Advanced Water treatment systems to sterilize this water. The ozonation filtration system cleans the water and this eliminates the need for the use of harsh chemicals.

Sanctuary takes environmentally sustainable practices very seriously and we try to continue to implement efficiencies in our grow facilities. We plan to be a leader in the industry as we realize the importance of this matter.

7. QUANTITIES OF MARIJUANA CULTIVATED, PROCESSED AND MANUFACTURED



Sanctuary Medicinals

234 Taylor Street
Littleton, MA 01460
www.sanctuarymed.com

The quantity of marijuana products that will be cultivated at Sanctuary Medicinals is projected to be 16,000 pounds per year.

The quantity of marijuana products that will be processed/manufactured at Sanctuary Medicinals is projected to be 8,000 pounds per year.

The quantity of marijuana products that will be packaged at Sanctuary Medicinals is projected to be 16,000 pounds per year.

The quantity of marijuana products that will be transported from Sanctuary Medicinals is projected to be 16,000 pounds per year.

The quantity of marijuana products that will be tested/studied at Sanctuary Medicinals is projected to be 16,000 pounds per year.

8. WRITTEN STATEMENT THAT NO MARIJUANA OR
MARIJUANA PRODUCTS WILL BE CONSUMED ON SITE



Sanctuary Medicinals

234 Taylor Street
Littleton, MA 01460
www.sanctuarymed.com

No marijuana will be sold to the general public at Sanctuary Medicinals cultivation and processing facility located at 234 Taylor Street, Littleton, MA 01460.

No marijuana or marijuana products will be smoked, burned or consumed on the premises.

10. Copies of Articles of Organization, Certificate of Legal Existence from the Commonwealth and the most recent annual report.

D

The Commonwealth of Massachusetts

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

Articles of Entity Conversion of a Domestic Non-Profit with a Pending Provisional or Final Certification to Dispense Medical Use Marijuana to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

Sanctuary Medicinals, Inc. is a registrant
with the Department of Public Health
in accordance with 105 CMR 725.100(C)
as of June 27, 2018.

[Signature]
Elizabeth Chen, PhD
Interim Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health

- (1) Exact name of the non-profit: Sanctuary Medicinals, Inc. *001191104*
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:
Sanctuary Medicinals, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the law.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Sanctuary Medicinals, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

The general character of the corporation's business is the manufacture of agricultural products, including medicinal *and sale*
Marijuana and any and all products, services and activities related thereto, and to engage in any
lawful act or activity for which a corporation may be organized under MA General Laws, Chapter 156D.

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.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common	275,000	\$0.001

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

None.

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

None.

ARTICLE VI

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

See attached Addendum.

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

ADDENDUM TO
ARTICLES OF ENTITY CONVERSION
OF
SANCTUARY MEDICINALS, INC.

ARTICLE VI

1. Authority of directors to create new classes and series of shares. The board of directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the board of directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization.
2. Minimum number of directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.
3. Personal liability of directors to corporation. No director shall have personal liability to the corporation for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the Massachusetts General Laws, or (d) for any transaction from which the director derived an improper personal benefit.
4. Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the Massachusetts General Laws.
5. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the Massachusetts General Laws to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.
6. Authorization of directors to make, amend or repeal bylaws. The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the Massachusetts General Laws, the Articles of Organization or the bylaws requires action by the shareholders.

ARTICLE VII

The effective date of organization of the corporation is the date 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:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
c/o Vicente Sederberg LLC, 2 Seaport Lane, Boston, MA 02210
- b. The name of its initial registered agent at its registered office:
Brandon Kurtzman, Esq.
- c. The names and 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):

President: Jason Sidman

Treasurer: Jason Sidman

Secretary: Michael Wilmoth

Director(s): David Syrek, Gail Perry Borden, Jason Sidman and Michael Wilmoth

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
Manufacture and sale of agricultural products, including medicinal marijuana
- f. The street address of the principal office of the corporation:
234 Taylor Street, Littleton, MA 01460
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

234 Taylor Street, Littleton, MA 01460

which is

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

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office;

Signed by: 
(signature of authorized individual)

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

on this 9 day of June, 2018

COMMONWEALTH OF MASSACHUSETTS

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

31721257

**Articles of Entity Conversion of a
Domestic Non-Profit with a Pending Provisional or
Final Certification to Dispense Medical Use Marijuana
to a Domestic Business Corporation**
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 475 having been paid, said articles are deemed to have been filed with me this 3 day of July, 20 18, at 3:55 a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)


WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth



Examiner



Name Approval

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION
Contact Information:

C

M

Michael L. Cifelli c/o Burns & Levinson LLP

125 Summer Street

Boston, MA 02110

Telephone: 617-345-3366

Email: mcifelli@burnslev.com

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

1313613

2018 JUL -3 PM 3:55
CORPORATIONS DIVISION



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

William Francis Galvin
Secretary of the
Commonwealth

Date: June 09, 2023

To Whom It May Concern :

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

SANCTUARY MEDICINALS, INC.

is a domestic corporation organized on **July 03, 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.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 23060231340

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

Processed by: cmo



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Annual Report

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

Identification Number: 001335444

1. Exact name of the corporation: SANCTUARY MEDICINALS, INC.

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: BRANDON KURTZMAN, ESQ.

No. and Street: 2 SEAPORT LANE

C/O VICENTE SEDERBERG LLC

City or Town: BOSTON

State: MA

Zip: 02210

Country: USA

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

No. and Street: 234 TAYLOR ST.

City or Town: LITTLETON

State: MA

Zip: 01460

Country: USA

6. 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 First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JASON SIDMAN	234 TAYLOR ST. LITTLETON, MA 01460 USA
TREASURER	JASON SIDMAN	234 TAYLOR ST. LITTLETON, MA 01460 USA
SECRETARY	MICHAEL WILMOTH	234 TAYLOR ST. LITTLETON, MA 01460 USA
VICE PRESIDENT	JOSHUA WEAVER	234 TAYLOR ST. LITTLETON, MA 01460 USA
DIRECTOR	DAVID SYREK	234 TAYLOR ST. LITTLETON, MA 01460 USA
DIRECTOR	JASON SIDMAN	234 TAYLOR ST. LITTLETON, MA 01460 USA
DIRECTOR	MICHAEL WILMOTH	234 TAYLOR ST. LITTLETON, MA 01460 USA

7. Briefly describe the business of the corporation:

CULTIVATION, MANUFACTURE AND SALE OF CANNABIS.

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding <i>Num of Shares</i>
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CWP	\$0.00100	275,000	\$275.00	275,000

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

10. Report is filed for fiscal year ending: 12/31/ 2022

Signed by JASON SIDMAN, its PRESIDENT
on this 13 Day of March, 2023

11. Copies of all licensed and permits issued to Sanctuary
Medicinals, Inc. by the Commonwealth or its agencies



MP281405 **01/13/2024**
License Number Expiration Date

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

The Cannabis Control Commission hereby grants a
final license to:

Sanctuary Medicinals, Inc.

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

**234 Taylor Street
Littleton, MA 01460**

The Licensee is permitted to
perform operations as:

**Marijuana Product
Manufacturer**

Shannon P. O'Brien

Shannon O'Brien
Chair

Ava C. Callender

Ava Callender Conception
Commissioner

Nurya Camargo

Nurya Camargo
Commissioner

Kimberly Roy

Kimberly Roy
Commissioner

Bruce Stebbins

Bruce Stebbins
Commissioner

Shawn Collins

Shawn Collins
Executive Director

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.



MC281308 **12/08/2023**
License Number Expiration Date

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

The Cannabis Control Commission hereby grants a
final license to:

Sanctuary Medicinals, Inc.

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

**234 Taylor Street
Littleton, MA 01460**

The Licensee is permitted to
perform operations as:

Marijuana Cultivator

Ava Callender Concepcion
Ava Callender Concepcion
Commissioner

Shannon O'Brien
Shannon O'Brien
Chair

Kimberly Roy
Kimberly Roy
Commissioner

Nurys Camargo
Nurys Camargo
Commissioner

Shawn Collins
Shawn Collins
Executive Director

Bruce Stebbins
Bruce Stebbins
Commissioner

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.

12. Evidence of site control (Sub Lease Agreement)

SUBLEASE

THIS SUBLEASE is made this 15th day of June, 2017, by and between Premier Healthcare Group, LLC, a Massachusetts limited liability company with an address at c/o Burns & Levinson LLP, 125 Summer Street, Boston, MA 02110 ("Sublessor"), and Sanctuary Medicinals, Inc., a Massachusetts not-for-profit corporation with an address at 109 State Street, Suite 404, Boston, MA 02109 ("Sublessee").

WHEREAS, Sublessor is "Tenant" under a lease of the Premises (hereinafter defined) dated as of November 22, 2016 (the "Prime Lease") with 234 Taylor LLC, a Delaware limited liability company having an address at 43 Broad Street, Hudson, MA 01749 (the "Prime Lessor"); and

WHEREAS, Sublessee desires to sublease the Premises from Sublessor for a term ending on the Expiration Date (as defined in the Prime Lease), subject to the Options to Extend Term, as provided in the Prime Lease.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **PREMISES** In consideration of the Rent prescribed herein and of the performance by Sublessee of the terms, covenants and agreements herein and in the Prime Lease, contained to be kept and performed by Sublessee, Sublessor hereby demises and leases to Sublessee the Property.

For purposes herein, the following terms shall have the following meanings: "Land" shall mean that certain real property on which the Building is located, consisting of approximately 6.34 acres. A legal description of the Land is annexed to the Prime Lease as Exhibit A. "Building" shall mean the Building, commonly known as and having an address of 234 Taylor Street, Littleton, Massachusetts, located on the Land, containing a total of approximately 36,138 rentable square feet of space. The term "Property" shall mean the Land and the Building, together with any and all of other structures and improvements located thereon from time to time during the Term. A plan of the Property is annexed to the Prime Lease as Exhibit A-1. The term "Premises" shall mean the Property. The parties agree that, for all purposes hereof, the square footage of the Premises and Property shall be fixed and not subject to dispute or re-measurement by either party.

2. **SUBJECT TO PRIME LEASE.** This Sublease is subject and subordinate to the Prime Lease, which Prime Lease is attached hereto as Exhibit A, and incorporated herein by this

reference, and by execution hereof, Sublessee acknowledges receipt of a copy of the same. Sublessee hereby assumes all obligations, covenants, and agreements of the Tenant under the Prime Lease, and shall perform all of such obligations, covenants and agreements of Tenant under the Prime Lease in a timely manner, and have the benefit of the terms and conditions of the Prime Lease. Sublessor shall assume all obligations, covenants and agreements of Prime Lessor under the Prime Lease. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Prime Lease.

3. TERM. The term of this Sublease shall be for the Term (as set forth in the Prime Lease), as the same may be extended pursuant to the terms of the Prime Lease, commencing on the Term Commencement Date (as defined in the Prime Lease).

4. RENTAL. Sublessee covenants and agrees to pay, during the Term, to Sublessor, or to such other person as Sublessor by written notice instructs Tenant to make such payments for Sublessor's benefit and account, without prior notice, present or demand (except as otherwise provided in the Prime Lease) at the address of Sublessor as provided in Section 5, below, commencing as of the Term Commencement Date, and continuing thereafter on the first day of each calendar month of the Term, the Base Rent noted below in equal monthly installments, paid in advance. Rent shall be prorated for any portion of a calendar month included at the beginning or end of the Term, 1/30 of a monthly payment being due for each day of a partial month (notwithstanding the number of actual days in the applicable calendar month)

Lease Years	Per Annum Base Rental Rate	Annual Base Rent	Monthly Installment
1-5	\$9.50 NNN	\$343,311.00	\$28,609.25
6-10	\$10.45 NNN	\$377,642.10	\$31,470.18
11-15*	\$11.50 NNN	\$415,406.31	\$34,617.19
16-20*	\$12.64 NNN	\$456,946.94	\$38,078.91
21-25*	\$13.91 NNN	\$502,641.64	\$41,886.80

*If Tenant properly exercises the option(s) for the applicable (and all prior) Extension Period(s).

5. PAYMENTS. All payments of Base Rent are to be made to the order of Premier Healthcare Group, LLC, and delivered to such payee at c/o Burns & Levinson LLP, 125 Summer Street, Boston, MA 02110, Attn: Frank Segall, or as otherwise directed by Sublessor in a writing to Sublessee.

6. TERMS AND CONDITIONS. This Sublease shall be on the same terms and conditions as the Prime Lease, *provided however*, that the parties hereto acknowledge and agree that the Sublessee hereby assumes and shall perform all obligations of Tenant thereunder, except for the payment of Base Rent, which such payments shall be made directly to Sublessor, as provided in

Section 5, above, and in such amounts as set forth in Section 4, above. Sublessor assumes and shall perform or cause to be performed, all obligations of Prime Lessor under the Prime Lease.

7. **INDEMNIFICATION.** Sublessee shall indemnify and hold Sublessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and damage to property arising from or out of the occupancy or use by Sublessee of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Sublessee, its agents, contractors or employees. This provision shall survive any termination of this Sublease.

8. **SUBORDINATION.** Sublessee hereby agrees that this Sublease and all of Sublessee's right, title and interest hereunder shall be subject, subordinate and inferior to the lien of any and all mortgages of the Premises now on or hereafter to be placed on the Premises, and to any and all terms and conditions therefor.

9. **MUTUAL WAIVER OF SUBROGATION.** Sublessor and Sublessee and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from, or caused by any hazard covered by insurance on the leased property, regardless of the cause of the damage or loss. Each party shall obtain from their insurers any waivers or special endorsements, if required by their insurer to evidence compliance with the aforementioned release.

10. **DEFAULT.** The occurrence of any one or more of the following events shall constitute a default hereunder by Sublessee:

(a) The failure by Sublessee to make any payment of the rent or any part thereof or of other sums payable by Sublessee hereunder at the times and places herein fixed for the payment thereof and said default shall continue three (3) Business Days (whether or not the payment of said rent shall have been demanded);

(b) The vacation or abandonment of the Premises by Sublessee;

(c) The failure by Sublessee to observe or perform any other of the covenants herein contained or contained in the Prime Lease to be observed and performed and said default shall continue for a period of fifteen (15) days after notice to Sublessee (provided, however, that if the nature of Sublessee's default is such that more than fifteen (15) days are reasonably required for its cure, then Sublessee shall not be deemed to be in default if Sublessee shall commence such cure within said fifteen (15)-day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than thirty (30) days from the date of such notice from Sublessor); or

(d) If Sublessee shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or insolvency, or shall be adjudged bankrupt, or if a permanent receiver of the property of Sublessee shall be appointed or Sublessee shall be declared bankrupt or insolvent according to law.

In the event of any such default, notwithstanding any license or waiver of any former breach of covenant or consent in a former instance, in addition to all rights afforded the Prime Lessor under the Prime Lease, it shall be lawful for Sublessor thereupon or at any time thereafter, while such default, assignment, insolvency, legal proceedings, desertion, vacancy or neglect shall continue to be in effect, to terminate this Sublease and all of Sublessee's interest hereunder by (i) giving written notice to Sublessee of such termination and of the effective date thereof (and, such notice having been given, this Sublease shall cease and expire on the date named therein); if this Sublease is terminated pursuant to the provisions of this subparagraph (i), Sublessee will remain liable to Sublessor for damages in an amount equal to the rent and other sums which would have been owing by Sublessee under this Sublease for the balance of the Term or Option Term, if applicable, if this Sublease had not been terminated. Sublessor will be entitled to either (a) collect such damages from Sublessee monthly on the days on which the rent and other amounts would have been payable under this Sublease if this Sublease had not been terminated, and Sublessor will be entitled to receive such damages from Sublessee on each such day or (b) at Sublessor's option, the rent due for the balance of the Term or Option Term, if applicable, shall immediately become due and payable in full in its entirety and shall be discounted to present value based upon a six percent (6%) rate; and/or (ii) at Sublessor's option, without demand or notice, and with or without process of law to enter upon and into the Premises or any part thereof in the name of the whole, and to declare this Sublease at an end and in such case expel Sublessee and those claiming under it without being guilty of any manner of trespass, without prejudice, however, to Sublessor's claims for rent or other claims for breach of covenant hereunder, it being expressly understood and agreed that this Sublease shall not continue or inure to the benefit of any assignee, receiver or trustee in bankruptcy, excepting at the option of Sublessor. Sublessee covenants that in the case of the termination of this Sublease in any manner specified in the foregoing proviso, Sublessee shall indemnify and save harmless Sublessor against all loss of rent or other payments which it may suffer by reason of such termination. This Section shall survive termination of this Sublease.

11. NOTICE. All notices, consents, approvals, or other communication required by the provisions of the Prime Lease to be given to Tenant, shall be provided to Sublessee in the manner set forth in Section 12 of the Prime Lease to Sanctuary Medicinals, Inc., 109 State Street, Suite 404, Boston, MA 02109, Attn: Jason Sidman, CEO, with a copy to Sublessor at c/o Burns & Levinson LLP, 125 Summer Street, Boston, MA 02110, Attn: Frank Segall, Esq.

12. ATTORNEY'S FEES. In the event either party brings suit to compel performance of, or to recover damages for the breach of any covenant, condition or agreement contained herein, the prevailing party shall be entitled to reasonable attorney's fees in addition to reasonable costs and necessary disbursements incurred as a result of such suit.

13. LIMITATION SUCCESSION. This Sublease shall benefit and be binding upon Sublessor and Sublessee and their respective heirs, legal representatives, successors and assigns.

14. GOVERNING LAW. The laws of the Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Sublease. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

15. SECURITY DEPOSIT. In order to secure the performance by Sublessee of the terms, conditions and covenants contained herein on the part of Sublessee to be paid, performed and observed, Sublessee, upon execution hereof, shall deposit with Sublessor the sum of Eighty-Five Thousand and 00/100 Dollars (\$85,000.00). If Sublessee should default in the performance of any of the aforesaid terms, conditions and covenants, Sublessor may use, apply or retain the whole or any part of the deposit for the payment of rent or for the reimbursement of any sum which Sublessor may expend or be required to expend by reason of such default. Sublessee hereby covenants it will not assign or encumber or attempt to assign or encumber the moneys deposited hereunder as security. The parties acknowledge that Prime Lessor shall hold the Security Deposit pursuant to the terms of the Prime Lease, and the Security Deposit made hereunder shall be in lieu of, and not in addition to, the Security Deposit required under the Prime Lease.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Sublease as of the day and year first above written.

SUBLESSOR:

PREMIER HEALTHCARE GROUP, INC.

By: PHG, LLC, its Managing Member


By: 

Name: James Alex

Title: Manager

SUBLESSEE:

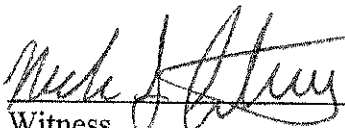
SANCTUARY MEDICINALS, INC.

By: 

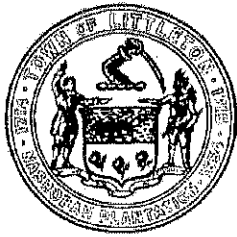
Name: Jason Sidman

Title: Chief Executive Officer


Witness


Witness

Previous Marijuana Establishment and RMD Special Permits



PLANNING BOARD

P.O. Box 1305
Littleton, Massachusetts 01460

December 12, 2018

**Marijuana Establishment Special Permit
Decision
234 Taylor Street – Sanctuary Medicinals Inc.
Marijuana Cultivator and Marijuana Product Manufacturer**

APPLICATION: **SPECIAL PERMIT** pursuant to MGL Chapter 40A and the Code of the Town of Littleton Zoning. The application is for a Marijuana Establishment Special Permit in order to allow the operations of Sanctuary Medicinals to grow and process Adult Use Marijuana consistent with the requirements of Article XXVIII (Adult Use Marijuana Bylaw).

PROPERTY LOCATION: Approximately 6.34 acres of land at 234 Taylor Street, Assessors' Map R-9, Parcel 34.

DESCRIPTION: Marijuana Cultivator and Marijuana Product Manufacturer

APPLICANT: Sanctuary Medicinals, Inc.
234 Taylor Street
Littleton, MA 01460

OWNER: 234 Taylor LLC
234 Taylor Street
Littleton, MA 01460

ENGINEER: Susan Carter, P.E., LEED AP
Places Associates, Inc.
256 Great Road
Littleton, MA 01460

DATES OF LEGAL NOTICE: November 16, and 23, 2018

DATE OF HEARING: December 6, 2018

MEMBERS PRESENT: Mark Montanari, Ed Mullen, Anna Hueston, Peter Scott, and Jamie Cruz,

PUBLIC HEARING:
The Littleton Planning Board held a duly noticed public hearing on December 6, 2018, to consider an application for this Special Permit pursuant to MGL Chapter 40A and the Code of the Town of Littleton Zoning.

BACKGROUND:
Sanctuary Medicinals, Inc. currently cultivates and processes medicinal marijuana within the existing building located at 234 Taylor Street under a Special Permit issued by the Planning Board on February 21, 2017. Cultivation is done hydroponically with recycled water and grown organically.

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

1. Cover letter from Places Associates, Inc. dated November 8, 2018
2. Basic Special Permit Application
3. Adult Use Marijuana Establishments Special Permit Application
4. As-Built Site Plan dated October 2018
5. Supplemental Materials:
 - a. Host Community Agreement
 - b. Status of CCC Application: Application Deemed Complete
 - c. Waiver list CCC: none requested
 - d. Policies and Procedures
 - e. Consideration of reduction of environmental impacts
 - i. Potential energy use reduction
 - ii. Renewable energy
 - iii. Reduce electric demand
 - f. Quantity of products to be sold: no retail sales at this location
 - g. Quantity of products to be cultivated, processed/manufactured, packaged, transported from and tested/studied
 - h. Written statement regarding onsite use: none
 - i. Owner information
 - j. Article of Organization
 - k. MA licenses
 - l. Site Control
 - m. Security measures: on file with Police Department

DETERMINATIONS and FINDINGS:

Following the public hearing on this proposal, the Planning Board made the following determinations in accordance with Section 173-200:

1. The Marijuana Establishment is still in the process of obtaining permits by all applicable agencies within the Commonwealth of Massachusetts; as conditioned herein, this special permit will be contingent upon receipt of a valid license from the Cannabis Control Commission pursuant to M.G.L. c.94G, and compliance with all State laws and regulations;
2. The proposed use is designed to minimize any adverse impacts on the residents of the Town;
3. The Marijuana Establishment adequately addresses issues of traffic, circulation and parking, and adequately mitigates the impacts of traffic on neighboring uses.

The Planning Board also made the following determinations in accordance with Section 173-7C: i.):

4. No significant nuisance, hazard or congestion will be created and that there will be no substantial harm to the neighborhood or derogation from the intent of this chapter; and
5. The proposed use is in harmony with the general purpose and intent of the Town of Littleton Zoning Bylaw.

DECISION:

Based on the foregoing, Mr. Mullen made a motion that the Planning Board **grant a** Marijuana Establishment special permit under Article XXVIII Adult Use Marijuana Establishments for a Marijuana Cultivator and a Marijuana Product Manufacturer, subject to the following conditions:

1. The validity of this permit is dependent on the Applicant recording this decision at the Middlesex Registry of Deeds.
2. Operations must be in compliance with the existing Host Community Agreement between the Applicant and the Town of Littleton.
3. A copy of the license from the Cannabis Control Commission shall be submitted to the Planning Board and to the Building Commissioner prior to the issuance of a building permit; certificate of occupancy, or commencement of the use authorized by this special permit, whichever occurs first.
4. Hours of operation shall be 8 am to 8 pm except a night shift shall be allowed during harvesting operations.
5. All incidents, as defined in 935 CMR 500.011(7), shall be reported to the Building Commissioner within 24 hours of their occurrence. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations.
6. Any cease and desist order, quarantine order, suspension order, limiting sales order, notice of hearing or final action by the Cannabis Control Commission or the Division of Administrative Law Appeals, as applicable, regarding the Marijuana Establishment shall be reported to the Building Commissioner within 48 hours of the applicant's receipt.
7. 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 systems audits required by 935 CMR 500.110(8) shall be submitted to the SPGA within 5 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.
8. Documentation to the Planning Board 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 5 business days of the completion of such training. Annually, the establishment shall provide documentation to the Planning Board and to the Board of Selectmen that all Marijuana Establishment Agents have received at least eight hours of on-going training.
9. This special permit shall expire within five (5) years of the date of issue. If the Sanctuary Medicinals, Inc. wishes to renew the special permit, an application to renew must be submitted at least 120 days prior to the expiration of the special permit.
10. This special permit shall be limited to Sanctuary Medicinals, Inc. and shall expire on the date Sanctuary Medicinals, Inc. ceases operation of the Marijuana Establishment.
11. Sanctuary Medicinals, Inc. 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.

- Marijuana Establishment Special Permit Decision**
12. Sanctuary Medicinals, Inc. shall notify the Building Commissioner and the Planning Board in writing within 48 hours of the cessation of operation of the Marijuana Establishment or the expiration or termination of the permit holder's Certificate of Registration from the Department of Public Health.
 13. This special permit authorizes the cultivation and processing of adult use marijuana in addition to prior approvals for medicinal marijuana.
 14. This special permit shall lapse upon the expiration or termination of an applicant's license from the Cannabis Control Commission or its Certificate of Registration from the Department of Public Health.

Ms. Cruz seconded this motion and the Board voted 5 to 0 in favor of this motion.

The Board members voted as follows:

Mark Montanari	AYE
Ed Mullen	AYE
Anna Hueston	AYE
Jamie Cruz	AYE
Peter Scott	AYE

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:

Date Filed with Town Clerk: Dec 12, 2018



Anna Hueston, Clerk

D. Crory
Town Clerk / L. Lord

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

Town Clerk Diane Crory
Littleton Mass.



PLANNING BOARD

P.O. Box 1305
Littleton, Massachusetts 01460

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February 21, 2017

Registered Marijuana Dispensary Special Permit Decision

234 Taylor Street - Sanctuary Medicinals Inc. Cultivation and Processing Facility

APPLICATION: **SPECIAL PERMIT** pursuant to MGL Chapter 40A and the Code of the Town of Littleton Zoning. The application is for a Registered Marijuana Dispensary Special Permit in order to allow the modification of the existing building for the cultivation and processing of medicinal marijuana facility consistent with the requirements of Article XXVII (Registered Marijuana Dispensaries).

PROPERTY LOCATION: Approximately 6.34 acres of land at 234 Taylor Street, Assessors' Map R-9, Parcel 34.

DESCRIPTION: Medicinal Marijuana Cultivation and Processing Facility

APPLICANT: Sanctuary Medicinals, Inc.
109 State St., Suite 104
Boston, MA 02109

OWNER: V.V.D. Properties, Inc.
89 Carlough Road
Bohemia, NY 11716 *BK 47439 PG 359*

ENGINEER: Susan Carter, P.E., LEED AP
Places Associates, Inc.
256 Great Road
Littleton, MA 01460

DATES OF LEGAL NOTICE: January 19, 2017 and January 26, 2017

DATES OF HEARINGS: February 2, 2017, February 16, 2017

MEMBERS PRESENT: Peter Scott, Ed Mullen, Jamie Cruz, Richard Crowley, and Mark Montanari

PUBLIC HEARING:

The Littleton Planning Board held a duly noticed public hearing on February 2, 2017, which was continued to February 16, 2017 to consider an application for this Special Permit 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 and Town Staff. Abutters and other members of the public in attendance asked a number of questions, all of which were taken under advisement. The Planning Board requested additional information on the impact to residential property values from other cultivation sites within Massachusetts and sound levels from the emergency generator at the nearest residences.

*Albert Manley
43 Broad Street
Hudson, MA 01749*

BACKGROUND:

Sanctuary Medicinals, Inc. will cultivate and process medicinal marijuana within the existing building located at 234 Taylor Street. The renovations to the existing building will require minor revisions to the existing site including the addition of a grease trap, emergency generator and holding tank for cultivation waste water. Cultivation will be done hydroponically with recycled water and grown organically.

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 Sections 173-188 and 173-189 and are the basis of the Board's determinations and decision:

1. Cover letter from Places Associates, Inc. dated January 12, 2017
2. RMD Special Permit Application
3. RMD Application Checklist
 - a. Copy of Certificate of Registration from MassDPH
 - b. Copy of any waivers of regulations from DPH
 - c. Copy of all policies and procedures approved by DPH
 - d. Name and Addresses of each owner of the RMD (Sanctuary Medicinals, Inc.)
 - e. Copies of Articles of Organization, Certificate of Legal Existence from the Commonwealth and the most recent annual report
 - f. Copies of all licensed and permits issued to Sanctuary Medicinals, Inc. by the Commonwealth or its agencies
 - g. Evidence of site control and right to use the site as a RMD (Purchase & Sale Agreement with current property owner)
4. Project Narrative prepared by Places Associates.
5. Site Development Plans:

SHEET NAME	SHEET NO.	DATE ISSUED	LAST REVISED
SITE PLAN	C-1	Jan. 2017	01/19/17
DETAILS & SEWAGE DISPOSAL SYSTEM PLAN	C-2	Jan. 2017	01/19/17
EXISTING CONDITIONS SURVEY	1	Jan. 10, 2017	01/10/17

6. PowerPoint Presentation
7. Updated PowerPoint Presentation update including the following additional information:
 - a. Overlay showing distance from the building to the property line of Liberty Fields in Boxborough
 - b. Analysis of noise levels from the proposed generator to the nearest residences
 - c. Summary of Residential Real Estate sales within 1 mile of the 7 other cultivation sites in Massachusetts from January 2015 to January 2017
8. Letter from Matthew J. King, Police Chief dated January 26, 2017.
9. E-Mail to Maren Toohill from James Gareffi, Nashoba Board of Health dated January 31, 2017
10. E-mail to Maren Toohill from Amy Green, Conservation Coordinator, dated January 25, 2017.
11. E-Mail to Maren Toohill from Ivan Pagacik, Interim Chair, Park and Recreation Commission dated 2/7/17 and 2/11/17.
12. E-Mail to Maren Toohill from Kevin Hunt, Water Systems Manager, Littleton Water Department dated February 14, 2017.

13. E-mail communications with Maren Toohill, Jamie Cruz and Vin Bertolino last dated 2/14/17.
14. Board of Selectmen Letter of Support dated November 22, 2016.
15. Detailed MLS real estate data submitted 2/16/17 (42 pages, including maps).
16. Massachusetts residential sales data summary within 1 mile radius of RMD cultivation site January 2015 through January 2017 submitted 2/16/17.

DETERMINATIONS and FINDINGS:

Following the public hearing on this proposal, the Planning Board made the following determinations:

1. The proposed RMD is located within the RMD Overlay district in compliance with 173-187.
2. Sanctuary Medicinals, Inc. is an eligible applicant with proof of the valid Certificate of Registration from the Department of Public Health in accordance with 173-188.A.
3. The applicant met with the Planning Board at the January 12, 2017 public meeting to discuss in general terms the proposed RMD prior to the formal submission of the application per 173-188.B.
4. The applicant offered tours of their current facility in Rochester, NH on January 14, 2017 for Littleton elected officials and staff. Planning Board member Richard Crowley and Planning Administrator Maren Toohill attended.
5. The applicant submitted the documentation required under Section 173-188.C. and the RMD Checklist. These documents are identified above.
6. The RMD meets the minimum distance requirement for all of the uses set forth in Section 173-189.A. The Board specifically finds that Liberty Square is not a park within the meaning of the RMD by-law.
7. The RMD application is for the Cultivation of Marijuana for medical use and for the Processing and packaging for Marijuana for Medical Use as allowed under Section 173-189.C.(1) and (2). This special permit does not authorize any retail sales from this site.
8. No other RMD sites have been permitted in Town in compliance with Section 173-189.D.
9. The RMD will be entirely within the existing building including the loading and transportation of the marijuana products. Vegetation will be added along Taylor Street to provide additional screening of the employee parking area in compliance with 173-189.E.
10. The applicant has provided testimony about the filtration and sanitization of air within the building to prevent any odors from being emitted from the building.
11. The RMD is located within an existing commercial building. The application provides documentation to show adequate water supply, Stormwater systems and sewage disposal. The site will have fewer employees than current approvals for the site, will recycle water used in the growing process and will provide an industrial waste holding tank for any wastewater from the cultivation process.
12. The applicant has provided a detailed site security plan directly to the Littleton Police Department which has been approved by Chief Matthew King.
13. The use of the existing site will require modifications to the exterior of the premises including the addition of a grease trap, emergency generator and holding tank for cultivation waste water. The applicant will also add an oil and grease trap hood to the existing catchbasin and provide additional screening of the facility from Taylor Street.
14. Modifications to the site will require Site Plan review and a Water Resource District Special Permit. (under separate decision).
15. Permits from the Board of Health will be required for the installation of the grease trap and industrial holding tank for process waste water from cultivation.

234 Taylor Street – Sanctuary Medicinals LLC: Registered Marijuana Dispensary Special Permit Decision

16. The applicant has provided documentation on that the sound level of the emergency generator will be 75 dB at 23 feet. The sound levels at the nearest residential abutters were calculated without consideration of the vegetation or other sound impediments and are 55 dB for 238 Taylor St. and 53.3 for 247 Taylor St. These noise levels are between the sound levels for rainfall and normal conversations.
17. 173-191 Special Permit Approval Criteria
 - a. 173-91.A. and 173-91.D. not applicable as application does not include retail sales.
 - b. 173-91.B. The RMD is fully permitted by all applicable agencies within the Commonwealth of Massachusetts and is in compliance with all State laws and regulations.
 - c. 173-91.C. The proposed use is designed to minimize any adverse impacts of the residents of the Town.
 - i. The proposed facility will be located entirely within an existing commercial building and will cultivate and process medicinal marijuana with no retail sale component at this site.
 - ii. The proposed 20 employees is 1/3 of the currently approved 60 employees which will result in less traffic impact to the area.
 - iii. The sewage flows from the site will be lower with fewer employees
 - iv. The cultivation will use state of the art recycling equipment resulting in a lower water usage and waste water. Water from the dehumidifiers and chillers will be recycled into the system.
 - v. Any waste water from the cultivation process will be stored in a holding tank, pumped & hauled from the site by a licensed hauler to a MADEP approved disposal facility.
 - vi. The facility will purchase electricity from Littleton Electric Light Department
 - vii. The proposed generator will be diesel fueled with noise dampening package. The Board finds the sound levels at the nearest residential abutters to be acceptable.
 - viii. Existing HVAC equipment on the southerly side of the building, facing abutting residences will be replaced with energy efficient, quieter units
 - ix. Site security will be state of the art and will not require the use of any additional exterior lighting or motion sensor lighting.
 - x. Host Community agreement will provide funding to offset any potential impact from increased Police patrols in the area.
 - xi. Data provided by the applicant demonstrates no appreciable impact to property values on abutting properties.
 - d. 193-191.E. The storage and/or location of cultivation of Marijuana is adequately secured in enclosed, locked facilities within the RMD. All operations will be fully within the existing building. A detailed security plan has been approved by the Police Chief.
 - e. 193-191.F. The RMD adequately addresses the issues of vehicular traffic, pedestrian traffic, circulation and parking on the abutting neighborhood uses.

DECISION:

Based on the foregoing, Mr. Mullen made a motion that the Planning Board **grant a Registered Marijuana Dispensaries special permit under Article XXVII Registered Marijuana Dispensaries of the Code of the Town of Littleton Zoning**, subject to the following conditions:

234 Taylor Street – Sanctuary Medicinals LLC: Registered Marijuana Dispensary Special Permit Decision

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 Inspector and Planning Board a copy of this decision setting forth the recording information of the decision.
2. Hours of operation shall be 8 am to 8 pm except a night shift shall be allowed during harvesting operations. 172-192.B.(1)
3. All incidents, as defined in 105 CMR 725.110(F)(1), shall be reported to the Building Commissioner and Planning Board within 24 hours of their occurrence. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations. 173-192.B.(2)
4. Any cease and desist order, quarantine order, suspension order, limiting sales order, notice of hearing or final action by the Department of Public Health or the Division of Administrative Law Appeals, as applicable, regarding the RMD shall be reported to the Building Commissioner and the SPGA within 48 hours of the applicant's receipt. 173-192.B.(3)
5. This special permit shall expire within five (5) years of the date of issue. If the Sanctuary Medicinals, Inc. wishes to renew the special permit, an application to renew must be submitted at least 120 days prior to the expiration of the special permit.
6. This Special permit shall be limited to Sanctuary Medicinals, Inc. and shall expire on the date Sanctuary Medicinals, Inc. ceases operation of the RMD.
7. Sanctuary Medicinals, Inc. shall annually file an affidavit with the Building Commissioner demonstrating that it is in good standing with respect to its Certificate of Registration from the Department of Public Health and any other applicable State licenses.
8. Sanctuary Medicinals, Inc. shall notify the Building Commissioner and the SPGA in writing within 48 hours of the cessation of operation of the RMD or the expiration or termination of the permit holder's Certificate of Registration from the Department of Public Health.
9. This special permit authorizes the cultivation and processing of medicinal marijuana only
10. Special permits shall lapse upon the expiration or termination of an applicant's Certificate of Registration from the Department of Public Health.

Mr. Crowley seconded this motion and the Board voted 4 to 0 YY in favor of this motion.

The Board members voted as follows:

Peter Scott	AYE
Ed Mullen	AYE
Jamie Cruz	[Absent and not voting]
Richard Crowley	AYE
Mark Montanari	AYE

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:



Jamie Cruz, Clerk

Date Filed with Town Clerk: Feb 21, 2017

K. Lord for
Town Clerk DCrory

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.

March 30, 2017
Date

Diane Crory Town Clerk
Town Clerk Diane Crory
Littleton Mass.