

August 6, 2021

Planning Board
Town of Belmont
19 Moore Street
Belmont, MA 02478

RE: Mint Retail Facilities, LLC; 768 Pleasant Street; Local Business II Zone; Special Permit Application for Adult Use Marijuana Retail Establishment; proposed location at Lenny's Service Station, owned by LSF Realty, LLC.

CC: Town Clerk for formal filing.

Dear Planning Board Members:

Please find enclosed a complete special permit application for an Adult Use Marijuana Establishment by Mint Retail Facilities, LLC, (the "Applicant" or "Mint") to operate as a Marijuana Retailer. The application is being made under the Belmont Zoning Bylaw, specifically Section 6F on "Adult Use Marijuana Establishment Overlay District" and Section 7.4 on "Special Permits". The Applicant entered into a Host Community Agreement with the Board of Selectmen in November of 2020 and received its Provisional License from the Cannabis Control Commission (CCC) on July 15th of this year. Mint has entered into a lease agreement with LSF Realty, LLC, (Leonard and Susan Forziati) and an owner's authorization letter for this filing is enclosed.

The following documents and materials are included for this special permit filing.

Single Page Application Form for Special Permit with Owner's Authorization Letter

List of Abutters and map; list of planning boards in surrounding municipalities

Deed and assessor card

Narrative and description of Project

The Host Community Agreement

Mint's CCC Provisional License Form (MRN283295)

Mint's Secretary of State Annual Report

Dispensing Procedures

Storage of Marijuana Procedures

Positive Impact Plan

Traffic Impact Statement by Hayes Engineering

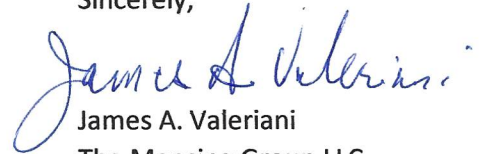
Mint Companies Business Brochure

Site Plan prepared by Hayes Engineering

Architectural Drawings prepared by J. Harwood Architects

Mint Retail Facilities, LLC, believes this Application is complete and compliant with the Town's zoning bylaw and looks forward to the review and hearing process by the Planning Board.

Sincerely,



James A. Valeriani
The Mensing Group LLC
Attorneys for Mint

8/6/2021

Copies to: Mint Retail Facilities, LLC
 Attorney Blake Mensing
 LSF Realty, LLC



Town of Belmont
Planning Board

APPLICATION FOR A SPECIAL PERMIT

Date: August 6, 2021

Planning Board
Homer Municipal Building
19 Moore Street
Belmont, MA 02478

To Whom It May Concern:

Pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 9, as amended, and the Zoning By-Law of the Town of Belmont, I/we the undersigned, being the owner(s) of a certain parcel of land (with the buildings thereon) situated on 768 Pleasant St. Street/Road, hereby apply to your Board for a **SPECIAL PERMIT** for the erection or alteration on said premises or the use thereof under the applicable Section of the Zoning By-Law of said Town for _____

an Adult Use Marijuana Establishment for
operation of a Marijuana Retailer pursuant
to Section 6F on Adult Use Marijuana Establishment
in Overlay District and Section 7.4 on Special Permits.

on the ground that the same will be in harmony with the general purpose and intent of said Zoning By-Law.

Signature of Petitioner

Print Name

Address

Daytime Telephone Number

James A. Valeriani
James A. Valeriani, Esq.
The Mensing Group, LLC
Attorneys for Mint Retail Facilities
781-771-8100 (cell)
Jim @ Mensing Group. com

FR: LSF Realty, LLC (Owner/Landlord)
TO: Town of Belmont
CC: Mint Real Estate, LLC, and Mint Retail Facilities, LLC (the "Mint companies")
RE: 768 Pleasant Street, Belmont; Assessor Map 30, Parcel 72; Mint companies (Applicant/Tenant); Letter of Authorization for permit applications for marijuana establishment for marijuana retailer establishment.

Please be advised that LSF Realty, LLC, the owner of 768 Pleasant Street, has entered into a lease arrangement with the Mint companies for the lease of space at the above referenced commercial building property for the purpose of planning, permitting, constructing, operating and maintaining an adult use marijuana retail establishment.

The Mint companies and the companies' attorneys and agents are authorized to apply-for, pursue, obtain and maintain any and all permits, approvals licenses, zoning relief and any other decisions or approvals that may be required by any municipal, county, state or other governmental entity.

Any and all costs associated with the permit applications shall be at the expense of the Mint companies.

A copy of this authorization letter shall be regarded as having the same effect as the original.

Sincerely,

OWNER:

LSF REALTY, LLC

By: Leonard V. Forziati
Leonard V. Forziati, Manager

Date: 6-11-21

LEASE

ARTICLE I

Reference Data

1.1 Subjects Referred To. Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.1.

DATE: May 26, 2021

PREMISES: The Premises shall comprise the entire building (the "**Building**") 768 Pleasant Street, Belmont, Massachusetts together with the land on which the Building is located, more particularly described in Exhibit A (the "**Land**").

LANDLORD: LSF Realty, LLC, a Massachusetts limited liability company

ORIGINAL ADDRESS
OF LANDLORD: 1 Equestrian Drive
North Reading, MA 01864

TENANT: Mint Retail Facilities, LLC

ORIGINAL ADDRESS
OF TENANT: 5210 S Priest Drive
Guadalupe, AZ 85283

GUARANTOR

TERM: Ten (10) years.

EXTENSION PERIODS: Two (2) five (5) year extension periods.

COMMENCEMENT
DATE: Upon the issuance of Permits and Approvals (as defined in Section 9.12) for the Permitted Use.

ANNUAL FIXED RENT:

WITNESS the execution hereof under seal on the day and year first above written.

LANDLORD:
LSF Realty, LLC

By: Leonard V. Forziati
Leonard V. Forziati, Manager

TENANT:
Mint Retail Facilities, LLC

By: 
Eivan Shahara, Manager



Town of Belmont Board of Assessors Abutters List

Date: **08/05/2021**
Address: **768 PLEASANT ST**
Parcel ID: **30-72**
Distance: **300 feet**

Property Location	Owner of Record	Deed Information
35 WOODLAND ST 30-18	INHABITANTS OF BELMONT WATER DEPT WOODLAND STREET 455 CONCORD AVE BELMONT, MA 02478	
23 BRADLEY RD 30-18-24	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
10-12 BRADLEY RD 30-18-27	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
60-62 PEARSON RD 30-18-28	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
64-66 PEARSON RD 30-18-29	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
68-70 PEARSON RD 30-18-30	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
72-74 PEARSON RD 30-18-31	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
63-65 GORDON TERR 30-18-32	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	



Town of Belmont Board of Assessors Abutters List

Date: **08/05/2021**
Address: **768 PLEASANT ST**
Parcel ID: **30-72**
Distance: **300 feet**

Property Location	Owner of Record	Deed Information
59-61 GORDON TERR 30-18-33	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
74-76 GORDON TERR 30-18-49	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
78-80 GORDON TERR 30-18-50	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
59 PEARSON RD 30-18-51	BELMONT HOUSING AUTHORITY 59 PEARSON RD BELMONT, MA 02478	
51-53 PEARSON RD 30-69	MUNICHIELLO TC WILLIAM JR GINA MUNICHIELLO 51-53 PEARSON RD BELMONT, MA 02478	
41-43 PEARSON RD 30-69-A	RUBIN WILLIAM 43 PEARSON RD BELMONT, MA 02478	
750 PLEASANT ST 30-70	ALPHA OMEGA GROUP LLC 35 SHIRLEY RD WALTHAM, MA 02452	
746 PLEASANT ST 30-70-A	MASSACHUSETTS BAY TRANS AUTHORITY 45 HIGH ST BOSTON, MA 02110	



Town of Belmont Board of Assessors Abutters List

Date: **08/05/2021**
Address: **768 PLEASANT ST**
Parcel ID: **30-72**
Distance: **300 feet**

Property Location	Owner of Record	Deed Information
762-766 PLEASANT ST 30-71	PISTOFTZIAN ANGELO PO BOX 391 WATERTOWN, MA 02471	
774 PLEASANT ST 30-75	774 PLEASANT STREET LLC P O BOX 68 BELMONT, MA 02478	
774A PLEASANT ST 30-75-A	EMPIRE MANAGEMENT CORPORATION 171 GREAT ROAD ACTON, MA 01720	
774B PLEASANT ST 30-75-B	MASSACHUSETTS BAY TRANS AUTHORITY 45 HIGH ST BOSTON, MA 02110	
778 PLEASANT ST 30-76	EMPIRE MANAGEMENT CORPORATION 171 GREAT RD ACTON, MA 01720	
782 PLEASANT ST 30-77	EMPIRE MANAGEMENT CORPORATION 171 GREAT ROAD ACTON, MA 01720	
790 PLEASANT ST 30-78	EMPIRE MANAGEMENT CORPORATION 171 GREAT ROAD ACTON, MA 01720	
7 SNAKE HILL RD 58-1	CUSHMAN ETAL GARDNER C/O BARBARA BRATZEL 77 SNAKE HILL RD BELMONT, MA 02178	



Town of Belmont Board of Assessors Abutters List

Date: **08/05/2021**
Address: **768 PLEASANT ST**
Parcel ID: **30-72**
Distance: **300 feet**

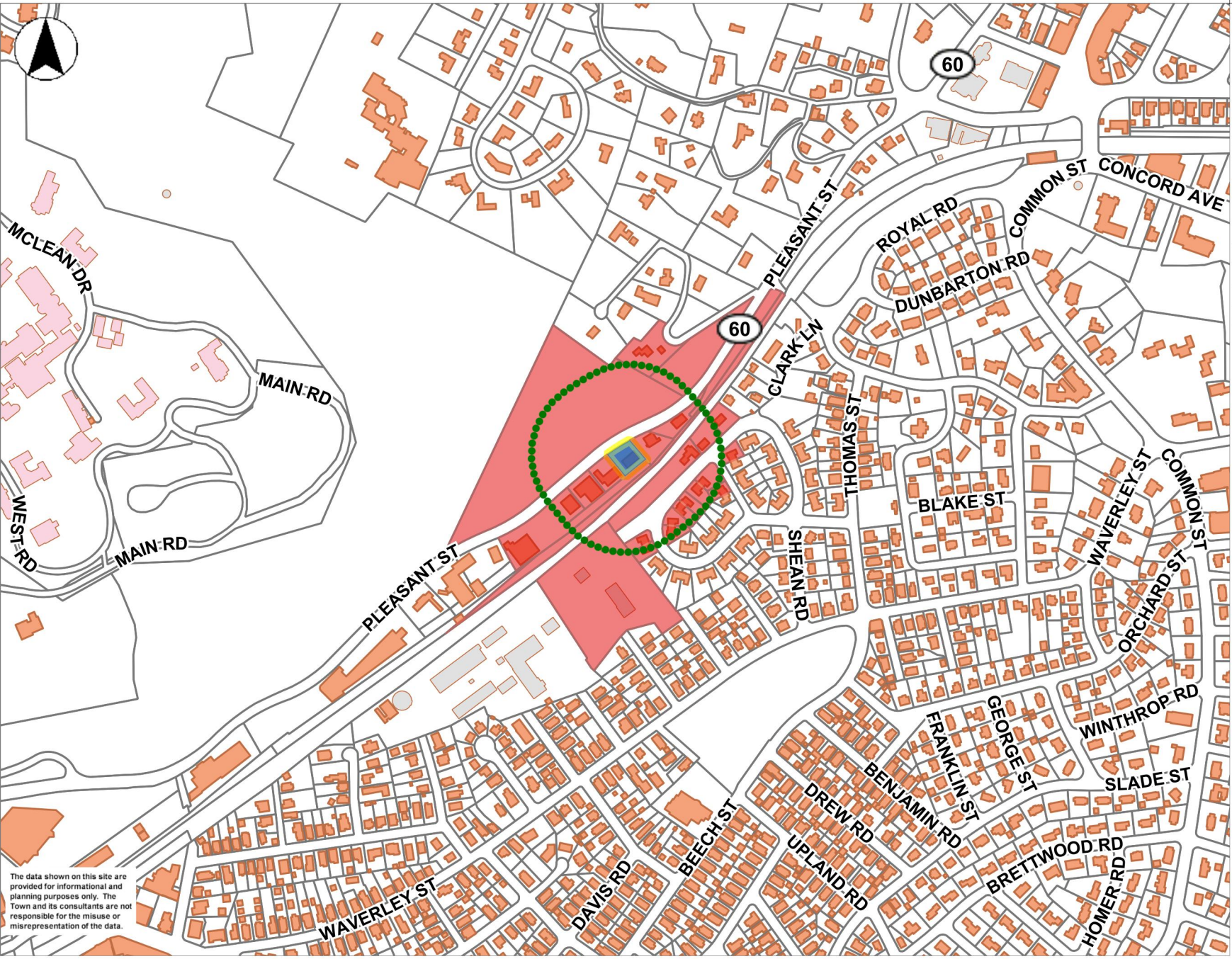
Property Location	Owner of Record	Deed Information
15 SNAKE HILL RD 58-2	FULLERTON TE JON B LOUISA C LUND 15 SNAKE HILL RD BELMONT, MA 02478	
751 PLEASANT ST 58-20	TOWN OF BELMONT VACANT LAND PLEASANT ST 455 CONCORD AVE BELMONT, MA 02478	

This list contains the certified list of owners on record with the Town of Belmont. The Record Owner is the property owner as of July 1st.

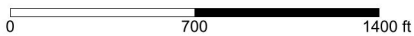
Authorized Signature



- Town-Owned Buildings
- McLean Buildings
- BUILDINGS
- Parcels
- Town Boundary
- MA Highways
 - Interstate
 - US Highway
 - Numbered Routes
- Charles_poly
- Charles_arc
- Abutting Town Labels
- Abutting Towns
- Roads
 - Major Road, Collector
 - Minor Road, Arterial



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



List of Planning Boards in municipalities surrounding Town of Belmont.

Arlington Redevelopment Board
730 Massachusetts Avenue
Town Hall Annex
Arlington, MA 02476

Cambridge Planning Board
344 Broadway
Cambridge, MA 02139

Watertown Planning Board
149 Main Street
Watertown, MA 02472

Waltham Planning Board
610 Main Street
Waltham, MA 02452

Lexington Planning Board
1625 Massachusetts Avenue
Lexington, MA 02420

QUITCLAIM DEED

Leonard V. Forziati of North Reading, Massachusetts (hereinafter "Grantor"),

For consideration of One Dollar (\$1.00) paid and other nominal non-monetary consideration, the receipt whereof is hereby acknowledged,

Grants to LSF Realty, LLC, a Massachusetts limited liability corporation, with a business address at 1 Equestrian Drive, North Reading, Massachusetts 01864 (hereinafter "Grantee"),

With Quitclaim Covenants,

A certain parcel of land with buildings thereon situated on Pleasant Street, in Belmont, Middlesex County, Massachusetts bounded and described as follows:

NORTHWESTERLY	by said Pleasant Street, one hundred fifty (150) feet;
NORTHEASTERLY	by land now or formerly of Belmont Holding Company, as shown on plan hereinafter mentioned, seventy and 80/100 (70.80) feet;
SOUTHEASTERLY	by land of Boston & Maine Railroad, as shown on said plan, one hundred forty-seven and 90/100 (147.90) feet: and
SOUTHWESTERLY	by land now or formerly of Belmont Holding Company, as shown on said plan, one hundred three and 60/100 (103.60) feet.

Containing 13,289 square feet of land according to said plan and being Lots 4, 5, and 6 as shown on plan entitled "Plan of Land in Belmont, Mass. belonging to Belmont Holding Company" dated December 17, 1931, Fred A. Joyce, Surveyor, recorded with Middlesex South District Deeds, Book 5621, Page 321.

Being the same premises conveyed to Grantor by deed dated December 21, 1988 recorded with Middlesex County Registry of Deeds in Book 19550, Page 354.

The nominal, non-monetary consideration for this conveyance is the contribution of the premises to Grantee, of which Grantor is the sole member.

Grantor further certifies that the premises are not a residence and that no party holds any homestead rights therein.

IN WITNESS WHEREOF, Grantor has duly executed this deed under seal on the 11 day of June, 2021.

Leonard V. Forziati
Leonard V. Forziati

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 11th of June, 2021, before me, the undersigned notary public, personally appeared Leonard V. Forziati, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Kristjana Xhuveli
Notary Public



KRISTJANA XHUVELI
Notary Public
Commonwealth of Massachusetts
My Commission Expires Aug. 21, 2026

Assessment Date: January 1, 2020

Print This Page

FY 2021 Tax Rate for Belmont, MA: \$11.54

Parcel Information:

Location: [768 PLEASANT ST](#)
Parcel ID: 30-72- -
Class: 334 Gas Service Station
Type: Commercial
Lot Size: 13,289
Census: 0
Zoning: LB2
Survey #: 0

Assessed Values

	2021 Market Value
Land	\$949,000
Building	\$247,000
Other	\$1,000
Total	\$1,197,000

Assessment History

Year	Total Value
2021	\$1,197,000
2020	\$1,089,000
2019	\$943,000
2018	\$883,000
2017	\$820,000
2016	\$820,000
2015	\$831,000
2014	\$732,000
2013	\$732,000
2012	\$758,000
2011	\$758,000

Owner Information

Name: FORZIATI LEONARD V

Address: ONE EQUESTRIAN DR
NORTH READING, MA 01864

Notes:

Building Information

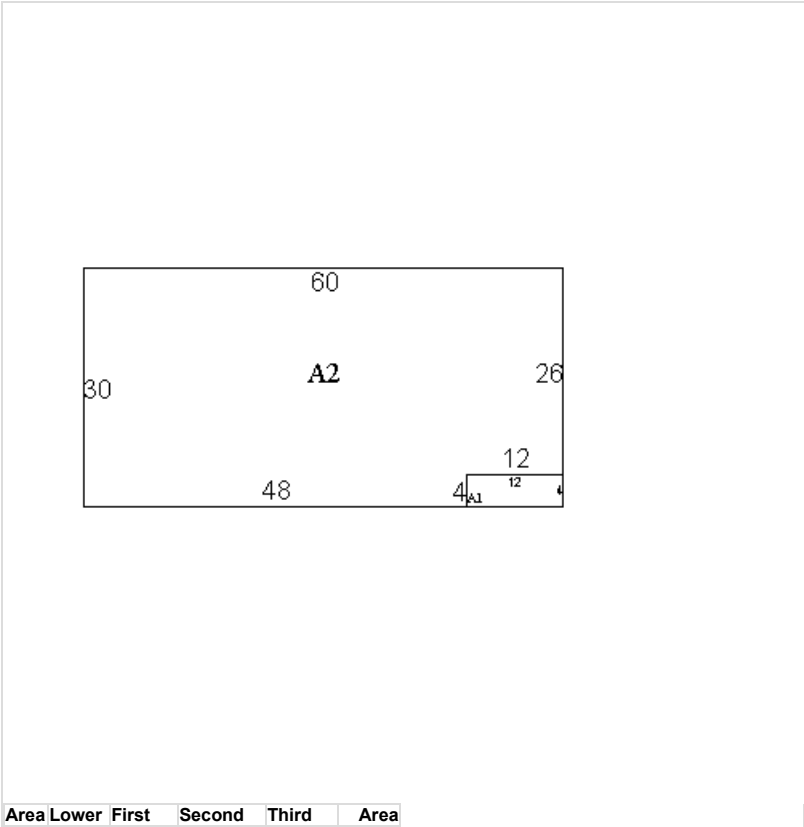


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Area	Lower	First	Second	Third	Area
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Other Improvements

Code	Type	Qty	Year	Length	Width	Grade	Condition	Adj
1	Canopy	1	1990	4	12	C	Average	1

Notes:

Land Description

Topography	Utilities	Street	Paved	Landlocked	No	View	Average
Level	Gas	Septic	Road	Public	Sidewalk	Yes	Landscaping
	Water				Gas	Yes	

Market

Type	Description	Zone	Nhbd	Area	Infl	Traffic
11	Primary site C	LB2	34	13289	0.85	Average Traffic

Inspection Information

Date	Inspector	Entry
9/21/2012	RJG	Entrance Gained
3/14/2008		I&E Request Letter
3/23/2001	JMS	Entrance & Signature Gained
4/4/2000		I&E Request Letter

Permit Information

Date	% Comp	Value	Notes
8/2/1993	100	\$10,000.00	CONSTRUCT CANOPY OVER GASOLINE PUMP.

Sales Information

Date	Price	Vol	Page	Seller	Valid Code
12/22/1988	\$113,000	19550	0354		none

Disclaimer



Mint Retail Facilities, LLC; 768 Pleasant Street; Local Business II Zone; Special Permit Application for Adult Use Marijuana Retail Establishment; proposed location at Lenny's Service Station, owned by LSF Realty, LLC, Leonard and Susan Forziati.

NARRATIVE, DESCRIPTION OF PROJECT, RESPONSES TO SPECIAL PERMIT CRITERIA

Application for an Adult Use Marijuana Establishment by Mint Retail Facilities, LLC, (the "Applicant" or "Mint") to operate as a Marijuana Retailer. The application is being made under the Belmont Zoning Bylaw, specifically Section 6F on "Adult Use Marijuana Establishment Overlay District" and Section 7.4 on "Special Permits". The Applicant entered into a Host Community Agreement with the Board of Selectmen in November of 2020 and received its Provisional License from the Cannabis Control Commission (CCC) on July 15th of this year. Mint has entered into a lease agreement with LSF Realty, LLC, and an owner's authorization letter for this filing is enclosed. Mint shall completely renovate and refurbish the existing service station building in the rear of the lot, shall remove and all service station equipment, including pumps, canopy, tanks, etc. The existing ingress/egress to the site is to be maintained. The Traffic Impact Statement prepared by Hayes Engineering establishes that parking spaces provided meet the requirements for a retail operation in this zone and that the vehicle trips to/from the Mint Retail Establishment will be less than those made to/from service station establishments of this type.

Mint is depicting a single, rectangular, sign on the front of the building ("Mint Dispensary") and the final sign design will meet the dimensional requirements of the zoning bylaw. There is an existing freestanding sign at the front of the property along Pleasant Street and a separate application to planning board for the replacement of that sign will be submitted in a subsequent filing.

Zoning Bylaw Section 6F; Belmont Planning Board Special Permit for Adult Use Marijuana Establishments and Overlay District.

The Mint Retail Facilities, LLC, ("Applicant" or "Mint") proposed Registered Marijuana Dispensary meets the Town of Belmont's definition of Marijuana Retailer, which in turn is further defined under Marijuana, Adult Use Establishment (AUME), in Belmont's Zoning Bylaw.

A Marijuana Retailer is defined as "An entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell, or otherwise

transfer marijuana and marijuana products to marijuana establishments and to consumers. Mint meets this definition.

Marijuana, Adult Use Establishment (AUME) - Collectively Marijuana Cultivator, Marijuana Independent Testing Laboratory, Marijuana Product Manufacturer, and Marijuana Retailer or any other type of licensed marijuana-related businesses. Mint meets this definition.

This proposed Mint Retail will be located 768 Pleasant Street, Belmont, within the Local Business II Zone situated along Pleasant Street, and the Adult Use Marijuana Establishment Overlay District overlays the Local Business II Zone. The subject site is within the overlay and is allowed by special permit from the Belmont Planning Board.

The following special permit granting criteria shall be met per specific special permit granting provisions for an Adult Use Marijuana Establishments (AUME).

The site is located within an Adult Use Marijuana Establishment Overlay District (AUMEOD) as Mint holds site control at 768 Pleasant Street (Route 60) in the Local Business II Zone and, according to the bylaw, this zone, and by virtue thereof this location, is suitable to minimize adverse impacts of AUMEs on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds, and other locations where minors congregate by regulating the siting, design, placement, security, and removal of AUMEs.

Physical and Locational Requirements:

a. All aspects of the AUME must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the business. Mint shall comply with this requirement as it is utilizing an existing building and will renovate as needed for compliance. The canopy covering the gas pumps and gasoline station equipment (pumps/tanks/etc.) shall be removed in compliance with all applicable laws and regulations.

b. Outside storage of marijuana, related supplies, or educational materials is prohibited. Mint shall comply as existing building to be refurbished is large enough for secured, interior, storage.

c. The proposed use shall not display signage or other marketing materials on the exterior of the building or in any manner visible from the public way that, in the opinion of the Planning Board, may promote or encourage the use of marijuana or other drugs by minors. Symbols and logos used to identify marijuana shall be prohibited in accordance with state law. Mint shall comply with the foregoing at this location. Mint's application as submitted depicts a single, rectangular, sign that shall meet the dimensional requirements for signs and the sign indicates the company's retail logo, "Mint Dispensary".

d. AUMEs may not be located within 500 feet of a school, including a public or private elementary or secondary school. The distance under this Section is measured in a straight line from the nearest point of the property line of the protected uses identified in this Section to the nearest point of the building in which the proposed AUME is to be located. Mint is in

compliance and it has been determined that no schools described are within the 500-foot radius; a 500 foot radius locus map is part of the Site Plan Set.

Application In addition to the materials required under Section 7.4.4 of this Zoning By-Law, the application for a Special Permit AUME shall include:

a. Disclosure Statement – An affidavit(s) signed by the organization’s Chief Executive Officer disclosing all of its designated representatives, including officers and directors, shareholders, partners, members, managers, directors, officers or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons. Mint’s provisional license included herewith states the CCC’s required list of all individuals and their roles in the Marijuana Establishment, which are: Eivan Shahara, direct control and capital contributor; Blake Mensing, direct/indirect control.

b. Evidence that the Applicant has site control and the right to use the site for a facility in the form of a deed or valid purchase and sale agreement, or in the case of a lease, a notarized statement from the property owner or a redacted copy of the lease agreement. Mint has entered into a lease agreement with the property owner, LSF Realty, LLC, for a long-term lease arrangement and LSF Realty has provided an owner’s authorization letter.

c. Description of Activities - A narrative providing information about the type and scale of all activities that will take place on the proposed site, including, but not limited to on-site sales, distribution of educational materials, and other programs or activities. Described in Host Community Agreement and Mint’s Provisional License / Application of Intent Review from the CCC. Mint anticipates approximately 5 employees on site at any given time with necessary security personnel (one stationed inside dispensary and one in a parking area, as needed). Refer to separate documents on dispensing procedures, positive impact plan, diversion plan.

d. Floor Plans - A detailed floor plan of the proposed AUME that identifies the square footage available and describes the functional areas of the AUME. Town of Belmont Zoning By-Law As amended through 04/29/2019 Approved 09/05/2019 6F-3. Enclosed. Refer to architectural drawings by J. Harwood.

e. Site Plans - Detailed site plans that include the following information: i. Compliance with the requirements for parking and loading spaces, for frontage, yards, and heights and coverage of buildings, and all other provisions of this Zoning By-Law; ii. Convenience and safety of vehicular and pedestrian movement on the site and for the location of driveway openings in relation to street traffic; iii. Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected to be substantially affected by on-site changes; iv. Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the building; v. Design and appearance of proposed buildings, structures, freestanding signs, screening’ and landscaping; and vi. Adequacy of water supply, surface and subsurface drainage, and exterior lighting of the Premises. Enclosed. Refer to Site Plan Set by Hayes Engineering.

f. Transportation Analysis - A quantitative analysis, prepared by a qualified transportation specialist acceptable to the Planning Board, modeling the expected origin and frequency of

customer and employee trips to the site, the expected modes of transportation used by customers and employees, and the frequency and scale of deliveries to and from the site. Enclosed. Refer to Traffic Impact Statement by Hayes Engineering.

g. Context Map – A map depicting all properties and land uses within a 500-foot radius of the project site, including but not limited to all facilities identified in Section 6F.4 d above. Enclosed as part of Site Plan Set by Hayes Engineering.

h. Building Elevations and Signage – Architectural drawings of all exterior building facades and all proposed signage, specifying materials and colors to be used. Enclosed. Refer to architectural drawings by J. Harwood.

i. Registration Materials – Copies of registrations and licenses and a copy of a signed Host Agreement with the Town of Belmont, in accordance with MGL c. 94G and subsequent regulations, to the Planning Board prior to the issuance of a Certificate of Occupancy. Required licenses include: the state license from the Cannabis Control Commission (CCC) and the Sales Permit from the Town of Belmont Board of Health. Enclosed HCA. Board of Health Permit also required.

j. Disposal Plan – A plan indicating how the unused and expired marijuana products will be disposed consistent with applicable state and local regulations. Mint shall comply and has extensive experience with this requirement at other retail facilities that it operates. Through strict inventory control there will be little or no unsold or expired product at the facility. Any such expired/unsold/damaged product will be destroyed on site in accordance with CCC regulations, which requires destruction and mixing with organic compounds (soil, ground compost, etc.), witnessed by two employees with video monitoring. What little destroyed material results will be stored inside the premises in a locked room and properly disposed.

Special Permit Criteria In granting a Special Permit for an AUME, in addition to the general criteria for issuance of a Special Permit as set forth in Section 7.4.3 of this Zoning By-Law, the Planning Board shall find that the following criteria are met:

a. The AUME meets all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and the Town of Belmont and will be in compliance with all applicable state and local laws and regulations. Yes. Compliance by Mint.

b. The building and site have been designed to be compatible with other buildings in the area and to mitigate any adverse visual or economic impacts that might result from required security measures and restrictions on visibility into the building's interior. Yes. Compliance by Mint. Building is existing and will be refurbished and improved and updated and will be similar in dimension to other commercial buildings that are in this commercial vicinity.

c. The AUME provides a secure vestibule for checking proper identification and provides a secure indoor waiting area and adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage of marijuana is adequately secured in enclosed, locked facilities. Yes.

Compliance by Mint. Mint has extensive experience with security at its other retail facilities.

d. The site is designed to provide convenient, safe, and secure access and egress for customers and employees arriving to and leaving from the Premises using all modes of transportation. Yes. Compliance by Mint. Ideal location with ample parking and highly compliant ingress and egress.

e. Loading, refuse, and service areas are designed to be secure and visually shielded from abutting uses. Yes. Compliance by Mint. These areas of operations to be located on side of facility away from view of public way and fenced/secured along rear.

f. Traffic generated by customer trips, employee trips, deliveries to and from the AUME, and parking and queuing, especially during peak periods at the AUME, shall not create a substantial adverse impact on nearby residential uses. Refer to enclosed Traffic Impact Statement by Hayes Engineering.

Special Permit Conditions on AUMEs The Planning Board may impose conditions reasonably appropriate to improve site design, traffic flow, public safety, preserve the character of the surrounding area, and otherwise serve the purpose of this Section 6F. In addition to any specific conditions applicable to the applicant's AUME, the Planning Board shall include the following conditions in any Special Permit granted under this Section:

a. Hours of Operation. Mint's hours of operation shall comply with the requirements of the bylaws of the Town of Belmont. Mint is seeking to operate seven days per week (except major Holidays), with weekday hours (Monday through Saturday) of 8:00 AM to 8:00 PM being sought, and a reduced operating time frame on Sundays.

b. The Special Permit shall lapse within five years of its issuance. If the Special Permit holder wishes to renew the Permit, an application to renew the Special Permit must be submitted at least 120 days prior to the expiration of the Special Permit. Mint shall comply and given this requirement will seek the full five-year special permit term.

c. The Special Permit shall be limited to the current applicant and is not transferable and shall lapse if the permit holder ceases operating the AUME. Understood by Mint.

d. The Special Permit shall lapse upon the expiration or termination of the applicant's state license from the CCC or Sales Permit from the Town of Belmont's Board of Health. Understood and to be complied-with by Mint.

e. The permit holder shall provide to the Inspector of Buildings and Chief of the Police Department, the name, telephone number, and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder. Understood and to be complied-with by Mint and addressed in previous submission of security plans.

f. The designated representatives shall file an annual report (one year from the issuance of a Certificate of Occupancy) with the Office of Community Development providing a copy of all current applicable state licenses for the AUME and to demonstrate continued compliance with the conditions of the Special Permit. Understood and to be complied-with by Mint.

Design and Site Plan Review under Zoning Section 7.3. NOTE: Design and Site Plan Review, otherwise applicable under Section 7.3 of the Belmont Zoning Bylaw on Design and Site Plan Review, IS NOT required for this use as this use already requires a Special Permit (for use) from the Planning Board and therefore site plans are submitted and approved in conjunction with the Special Permit process.

Planning Board Special Permits (Generally) pursuant to Section 7.4 of the Belmont Zoning Bylaw.

The following are the basis for decisions on Special Permits, except as may be more specifically provided elsewhere in this By-Law (in this case, Section 6F on Adult Use Marijuana Establishment). Special Permits shall be granted only if the Special Permit Granting Authority determines that the proposal's benefits to the Town will outweigh any adverse effects for the Town or the vicinity, after consideration of the following preferred qualities, among other things:

a) Location

1. There shall be adequate provisions for water, sewerage, stormwater drainage for the proposed use and no additional adverse impacts should be created. Mint's use shall lessen impacts from this former automobile/vehicle service-station and adequate utilities and site improvements exist.

2. The site should be able to accommodate the proposed use without substantial environmental impacts, impacts to valuable trees or other natural resources. Mint's proposed site is a former service station and Mint's improvements will lessen impacts by lowering site activity and improving landscaping.

3. The site should be able to accommodate the proposed use without substantial impacts on municipal infrastructure and with minimum traffic impacts on abutting residential neighborhoods. Mint's use shall lessen impacts from this former automobile/vehicle service-station and adequate utilities and site improvements exist. No dense residential areas are within proximity and sparsely populated residential area off Snake Hill Road is located over 700 feet in distance to the northeast and on other side of Route 60 on which Mint is to be located.

b) Activity Type and Mix

1. Residential proposals should serve housing needs of local residents, broaden the diversity of housing within the Town and/or provide affordable housing opportunities pursuant to Section 6.10 of these By-Laws. Not Applicable
2. The use should complement the character and the scale of existing buildings/uses/activities in the neighborhood and not create undesirable impacts. Mint's use will be more desirable than existing service/gas station use as it is in the overlay district for the ME Retail Use, it is commercial in nature as are all the other uses along that portion of Pleasant Street in this business zone and is similar in shape/size to these other commercial buildings.
3. The use shall be beneficial to the Town and fulfill a need. Yes. Mint's use is desired by Town due to its town meeting approval of the use and the location of the use within the designated overlay business district, additional tax revenues, improvement of existing building and less intensive use at site.

c) Visual Concerns

1. Views from public ways and developed properties should be considerably treated in the site arrangement. Yes. Architectural and Site Plans will show refurbished building with new façade along with removal of gasoline pumps/canopy.
2. The visual impact of parking and service areas should be minimized and should be screened from abutting premises. Mint's location is an existing service station and will be improved with new façade, refurbished main building from bays to store, removal of pumps/canopy, and new landscaping along perimeter of location while remaining in compliance with screening requirements of 935 CMR 500.
3. Departure from the architectural scale of buildings on abutting and nearby premises should be minimized, except where the departure would serve a town purpose. Yes. Mint location to be refurbished and improved and proposed final building façade and footprint are similar in scale to the other commercial buildings along Pleasant Street.

d) Access

1. Vehicular and pedestrian access/egress should be safe and convenient and shall be designed to minimize impacts on the abutting public ways. Yes. Mint shall utilize existing vehicle drive-way for ingress/egress for vehicles and parking lot shall be organized and laid-out to ensure pedestrian and patron safety while maximizing parking.
2. Pedestrian and vehicular movement within the site should be safe and convenient, and arranged to minimize impacts on abutters. Yes. Mint shall utilize existing vehicle drive-way for ingress/egress for vehicles and parking lot shall be organized and laid-out to ensure pedestrian and patron safety while maximizing parking.

e) Process

1. A proposal that has been developed in consultation with municipal staff and those likely to be substantially impacted by it is preferred. Mint has entered into a Host Community Agreement with Town Selectmen, will be conferring with the Town Police Department for review of Mint's security plan, has held two community outreach meetings under CCC regulations, one in July of 2020 and one in September of 2020, and has submitted a zoning review/determination request with the Town's Community Development Department and is willing to conduct other meetings and outreach efforts if needed.

2. Mitigation to ameliorate negative impacts is required. Mint is not aware of any negative impacts that resulting from its retail use and its location is within a business district within the overlay district for this use but Mint shall provide the applicable, necessary and reasonable mitigation that may be required in the event of a need to ameliorate any negative impacts that are determined. No odor due to sealed packaging of all product stored and sold at premises.

f) Special Permit applications for use shall comply with the criteria within Section 7.3.5 Design and Site Plan Review. **NOTE:** Design and Site Plan Review, otherwise applicable under Section 7.3 of the Belmont Zoning Bylaw on Design and Site Plan Review, **IS NOT** required for this use as this use already requires a Special Permit (for use) from the Planning Board and therefore site plans will be submitted and approved in conjunction with the Special Permit process.

At the time of application, the Applicant shall submit documentation regarding each of the above considerations which are germane, including information regarding consultative efforts made with municipal staff, neighborhood groups or other affected parties. Mint has entered into a Host Community Agreement with Town Selectmen, has conferred with the Town Police Department which has reviewed and approved Mint's security plan, has held two community outreach meetings under CCC regulations, one in July of 2020 and one in September of 2020, and has submitted a zoning review/determination request with the Town's Community Development Department.

Pursuant to Section 7.4.4 Procedures on Special Permits, the Belmont Bylaw recommends that the Applicant meet with municipal staff and abutters to the proposal prior to the application being filed and Mint has entered into a Host Community Agreement with Town Selectmen, will be conferring with the Town Police Department for review of Mint's security plan, has held two community outreach meetings under CCC regulations, one in July of 2020 and one in September of 2020, and has submitted a zoning review/determination request with the Town's Community Development Department.

END OF TEXT

**MINT RETAIL FACILITIES LLC HOST COMMUNITY AGREEMENT FOR THE SITING OF A
RECREATIONAL MARIJUANA ESTABLISHMENT IN BELMONT, MASSACHUSETTS**

This Host Community Agreement (the “**Agreement**”) is entered into this 9th day of November, 2020 (the “**Effective Date**”) by and between the Town of Belmont, a municipal corporation under the laws of the Commonwealth of Massachusetts, acting by and through its Select Board, with a principal address of 455 Concord Ave, Belmont, MA 02478 (hereinafter the “**Municipality**”) and Mint Retail Facilities LLC with a principal office address of One Marina Park Drive, Suite 1140, Boston, MA 02210 (hereinafter “**Company**”), (Municipality and Company being referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Company intends to locate a licensed Recreational Marijuana Establishment, specifically a Marijuana Retailer Establishment (“**RME**”) for the sale of marijuana in accordance with the laws of the Commonwealth of Massachusetts, including M.G.L. Chapters 94G and 94I, 935 CMR 500.100 and 935 CMR 500.102, and any other successor law, and/or regulations (“**MA Law**”) and those of the Municipality (“**Local Law**”);

WHEREAS, Company desires to provide community impact fee payments to the Municipality pursuant to M.G.L. c. 94G, § 3(d) in order to address any reasonable costs imposed upon the Municipality by Company’s operations in the Municipality; and

WHEREAS, the Municipality acknowledges Company’s intention to operate a RME for the sale of recreational marijuana in the Municipality (the “**Facility**”) at 768 Pleasant Street, Belmont, MA 02478, and is willing to enter into this Agreement, subject to the terms and conditions set forth herein.

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. Host Community Payments.

- a. **RME Related Payments.** In the event that Company obtains a final license for the operation of a RME in the Municipality from the Cannabis Control Commission (the “**Commission**”), and receives all necessary approvals from the Municipality to operate a RME, then Company agrees to the following:
 - i. The Company will pay a Community Impact Fee equal to 3.0% of the establishment’s gross sales. The Term “gross sales” shall mean the total of all sales transactions of the Facility without limitation, including the sale of marijuana, marijuana infused products, paraphernalia, and any other product sold by the Facility. The first portion of payment for the

first year of operation shall be \$25,000 payable to the Town on the facility's opening date with the remaining balance due within 12 months of opening. (the "**RME Payment**")

- ii. In subsequent years the payments shall be made in two installments, one in months 7 or 8 of the year to reflect the first six months of sales of that year, and the second reflecting the balance of sales payable within 60 days after the end of the year. For the purposes of any agreement, a "year" shall be considered as whatever 12 month period the parties agree to in the HCA.
- iii. Each payment described herein shall be accompanied by any and all financial statements provided to the Commission for the period covered by such payments as well as a certification by the Company of the gross sales with respect to which the RME Payment has been calculated.
- iv. The Company agrees to pay all required taxes customarily paid to the Town by other similarly situated businesses on a timely basis and further agrees that any such payments of taxes or of utilities will not reduce the amount owed by the Company to the Municipality as a RME Payment.
- v. HCA and all associated payments are to commence upon the opening date and start of sales and not the effective date of execution.
- vi. Company acknowledges that time is of the essence with respect to performance of its payment obligations hereunder and that late payments shall be subject to the higher of 5% of the belated payment or interest at the rates prescribed by M.G.L. 59, §57, following written notice of default and 10 day opportunity to cure.

2. **Term and Termination.** The Term (the "**Term**") of this Agreement shall be five (5) years from the date that sales commence at the Facility (the "**Effective Date**"), unless sooner terminated or extended pursuant to the provisions herein. In the event Company ceases all operations in the Municipality, this Agreement shall terminate. In the event Company loses or has its license(s), approvals, and/or permits to operate in the Municipality revoked by the Commission or any other applicable licensing authorities (together, the "**Licensing Authorities**") or the Municipality, this Agreement shall terminate. This agreement is non-transferable other than to a wholly-owned subsidiary of the Company with no change in ownership. The Parties may agree to renegotiate or renew this Agreement prior to the end of the Term. Notwithstanding the foregoing, all payments required hereunder shall remain in effect for the full duration of Company's operation of the Facility. At the conclusion of the five-year term set forth above, the Parties may agree upon an extension of this Agreement or may negotiate the terms of a new host community agreement. The Company shall submit a proposed new Host Community Agreement to the Municipality no later than 120 days before the conclusion of the term of this Agreement. Under no circumstances shall the Facility be in operation without an operative host community agreement.

Municipality may terminate this Agreement for cause by providing written notice to Company in the event that: (i) Company purposefully or with willful or gross negligence

violates any MA Law or Local Law with respect to the operation of the RME, and such violation remains uncured for 30 days following the Municipality's issuance to Company of written notice of such violation; (ii) Company fails to make payments to the Municipality as required under this Agreement, and such failure remains uncured for 10 days following the Municipality's issuance to Company of written notice of such violation; or (iii) there is any other material breach of the Agreement by Company, which material breach remains uncured for 30 days following the Municipality's issuance to Company of written notice of such violation.

3. **Payments.** The Company shall make the payments to the Municipality as set forth in Section 1 of this Agreement. While the Municipality has the sole discretion for determining how to spend the RME Payment(s) (the "**Payments**"), the Parties understand and acknowledge that, as required by M.G.L. c. 94G, § 3(d), payments under a host community agreement are to be reasonably related to the costs imposed upon a municipality by virtue of operation of a marijuana establishment in such a municipality, and the Parties agree that the Payments are designed so that they shall be reasonably related to the actual or anticipated costs imposed upon the Municipality as a result of the operation of the RME. Further, the parties recognize and agree that it is inherently difficult to fully identify, evaluate and quantify the impacts to the Municipality of the RME and that the RME Payment is a fair and reasonable estimation of such impacts and shall remain so for the duration of Company's operation of the Facility. Therefore, the Parties expressly agree that the RME Payment is reasonably related to the costs that will be imposed upon the Municipality as a result of operation of the Facility.
4. **Acknowledgements.** The Municipality understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Company's receipt of all state and local approvals to operate a RME in the Municipality.
5. **Review.** During the Term of this Agreement, the Municipality and the Company will review the administration and implementation of the Agreement on an annual basis (the "**Annual Review**"). In connection with the Annual Review, the Parties may agree to modify the Agreement on such terms as are mutually acceptable, in writing.
6. **Community Support and Additional Obligations.**
 - a. Annual Charitable Contributions – The Company shall donate an additional \$25,000 per year to local charities and non-profit organizations serving the Town of Belmont.
 - b. Local Vendors – to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.

- c. Employment/Salaries – except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.
 - d. Providing Commission Reports – The Company shall, at least annually, provide the Municipality with copies of all reports submitted to the Licensing Authorities regarding Company's operations at the Facility.
 - e. Working Cooperatively with the Town – The Company will work cooperatively with all necessary departments, boards, commissions, and agencies of the Municipality to ensure that Company's operations are compliant with all of the Municipality's codes, rules, and regulations.
 - f. Based on recommendations of the traffic study, which shall be paid for by the Company and specifically include analysis of traffic including and excluding the McLean development, the Company makes a commitment to fund the recommended mitigation.
 - g. Operator will refuse to complete a transaction to any customer if the customer appears to be under the influence of drugs or alcohol.
 - h. Hours of Operation – The Company's hours of operations will be determined by the Planning Board, but shall not exceed the hours of 8am to 8pm, per the Town of Belmont Zoning Bylaw, Section 6F.3
 - i. Other Local Approvals - Prior to commencing operations, the Company shall obtain an Adult Use Marijuana Sales Permit from the Belmont Board of Health and any other permits required by the Town (collectively, the "**Permits**"). The Company shall maintain all Permits in good standing as a condition of its continued operations in the Town. Signage will be reviewed based on the existing Zoning By-Law approved by the Planning Board under the Special Permit review process if necessary.
7. **Support.** The Municipality agrees to submit to the Licensing Authorities all documentation and information reasonably required by the Licensing Authorities from the Municipality for the Licensing Authorities to process Company's applications for approval to operate the Facility. The Municipality agrees to reasonably cooperate with Company in regard to Company's application(s) for approvals for the RME with the required Licensing Authorities, but makes no representation or promise that Municipality or any of its departments, boards, commissions, and agencies will act on any license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them.

8. **Opening Day Plan** – In order to ensure that the commencement of operations at the Facility is coordinated and non-disruptive to the surrounding community, the Company will submit an Opening Day Plan, to be approved by the Municipality, as a part of its Special Permit application.
9. **Appointment Only Sales** – For the first month of operations, all sales will be conducted using an appointment-only customer reservation system (the “**Appointment Only System**”). Thereafter, the Company will use the Appointment Only System during such times as determined appropriate by the Company and the Chief of Police.
10. **Hours of Operation** – The Company’s hours of operations will be determined by the Planning Board, but shall not exceed the hours of 8am to 8pm, per the Town of Belmont Zoning Bylaw, Section 6F.3
11. **Annual Reporting.** Company shall submit an annual written report to the Municipality’s Select Board within thirty (30) days after the payment of its fourth quarterly installment of the RME Payment with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement, Company shall, upon request of the Municipality, appear at a meeting of the Select Board to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Municipality, unless the Parties mutually agree upon an alternative date.

Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the Commission. All records shall be kept for a period of at least seven (7) years. Upon request by the Municipality, the Company shall provide the Municipality with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as is required by the Commission and Department of Revenue for purposes of obtaining and maintaining a license for the Facility.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, Company shall, upon request of the Municipality, have its financial records examined, copied and audited by an independent financial auditor, the expense of which shall be borne by Company. The independent financial auditor shall review the Company’s financial records for purposes of determining that the payment of the RME Payment is in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Municipality and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The independent financial audit shall include those parts of Company’s books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous

calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

12. **Security and Safety.** Company shall maintain security at the Facility in accordance with a security plan (the "**Security Plan**") presented to the Municipality and approved by the Licensing Authorities. In addition, Company shall at all times comply with MA Law and Local Law regarding security of the Facility. Company shall work with Municipality's Police Department in reviewing and approving the Security Plan prior to implementation and commencement of operations. Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures to ensure that the marijuana and marijuana products sold in the Facility are not being transferred to the illegal market or to minors.

Company agrees and acknowledges that annual inspections of the Facility by the Municipality's Police Department, Fire Department, Building Department and Board of Health shall be a condition of continued operation of the Facility and agrees to cooperate with the Police Department, Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

The Operator will engage in semi-annual, at a minimum, meetings with the Police Chief and/or their designee to review operational concerns or other issues and shall report to the Police within 24 hours of becoming aware of: diversion of marijuana, inventory discrepancies, theft, loss or other criminal action, discrepancy in weight or inventory during transportation, vehicle accidents, diversions, losses or other reportable incidents that occur during transport, any suspicious act involving sale, cultivation, distribution, process or production of marijuana, unauthorized destruction of marijuana, loss or unauthorized alteration of the establishment's records, alarm activation or other event that requires public safety personnel to respond, failure of security alarm due to power loss or mechanical failure expected to last longer than eight hours, or any other breach of security.

Any proposed changes to the Security Plan must be reviewed and approved by the Chief of Police and/or their designee.

Operator will site interior and exterior security cameras in coordination with the Belmont Police Department and provide unimpeded access to all security camera feeds to the Police Department upon request.

Verifying Legal Age – All rules and regulations approved by Towns Boards and Committees will be followed, specifically the Company will verify the legal the legal age of all customers using government-issued identification prior to the customer being

admitted into the facility and again prior to the completion of a transaction (25 being the minimum age to complete a transaction). Company will utilize electronic identification measures when possible.

Operator agrees to comply with all the CCC's requirements regarding Criminal Offender Record Information (CORI) review for all staff hired on an annual basis and the Police Chief shall review and approve, within thirty (3) days of receiving said CORI report, whether the individual is suitable to hold the position, such approval not to be reasonably denied, conditioned, or delayed.

13. **Diversion Plan.** Company shall comply with the Commission's regulations at 935 CMR 500.100 and 500.102. In cooperation with and to the extent requested by the Municipality's Police Department, and consistent with the MA Law, Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion of marijuana and marijuana products to ineligible users, a form of which plan is to be approved by the Police Department and in place prior to the commencement of operation of the Facility by Company. Such plan shall include, but not be limited to, (i) training RME employees to be aware of, observe, and report any unusual behavior in visitors or other RME employees that may indicate the potential for diversion; (ii) strictly adhering to certification amounts and time periods (per MA Law); (iii) rigorous identification and verification procedures through the applicable Commission online system; (iv) utilizing seed-to-sale tracking software to closely track all inventory at the RME; and (v) refusing to complete a transaction if the customer appears to be under the influence of drugs or alcohol.
14. **Diversity Hiring.** In accordance with the commitments set forth in the Company's Diversity Plan, Company will use best efforts to ensure that at least 10% of its staff are comprised of minorities, 5% of its staff are comprised of veterans, 5% of its staff are comprised of disabled individuals, and 5% of its staff are comprised of individuals who identify as LGBTQ+.
15. **On-site Consumption.** The Company will prohibit on-site consumption of marijuana at the Facility, even if such activity is otherwise permitted by later statute or regulation.
16. **Home Delivery.** Unless it receives written permission from the Municipality, the Operator consents to not offer home delivery of non-medical marijuana, even if such activities are otherwise permitted by later statute or regulation.
17. **Community Impact Meeting.** Company shall conduct a Community Outreach Meeting prior to commencement of operations to work collaboratively and cooperatively with its neighboring businesses and residents. Company shall, as a result of community feedback and neighborhood concerns, establish written policies and procedures to address mitigation of any addressable concerns or issues that may arise through its

operation of the Facility; said written policies and procedures, as may be amended from time to time at the request of the Select Board, shall be reviewed annually by the Select Board as part of Company's annual report to ensure compliance with the policies and procedures and to address any further impacts requiring mitigation. The policies and procedures addressing community impact mitigation shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

18. **Approval of Manager.** If requested by the Municipality, Company shall provide to the Municipality, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.000 or any successor regulation, of the person proposed to act as on-site manager of the Facility. The submittal shall include authorization to perform a Criminal Offender Record Information (CORI) check. The Municipality shall consider such request for approval within thirty (30) days following submittal to determine if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. In the event the Municipality does not confirm or reject the proposed on-site manager within thirty (30) days, the manager shall be deemed approved by the Municipality for purposes of this Agreement. This approval process shall also apply to any change of on-site manager.
19. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of law thereof. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.
20. **Validity.** If any provision of this Agreement is adjudicated to be invalid or unenforceable, this Agreement shall be void of no effect unless, prior to the expiration of thirty (30) days of any final judgment declaring such provision void, the Municipality's Select Board votes to ratify the Agreement notwithstanding such adjudication; Company agrees it shall not operate the Facility without a valid and effective host community agreement. Company further agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged, Company shall pay for all reasonable fees and costs incurred by the Municipality in defending such challenge; furthermore, Company shall pay for all reasonable fees and costs incurred by the Municipality in enforcing this Agreement if the Municipality prevails.
21. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.
22. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent

jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

23. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Company, which shall not be unreasonably delayed, conditioned, or withheld. The Company shall not assign or transfer any interest or obligation in this Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.
24. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.
25. **Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To the Municipality:

Patrice Garvin
Town Administrator
Town of Belmont
455 Concord Avenue
Belmont, MA 02478

To the Company:

Eivan Shahara
21001 N Tatum Blvd #1630-486
Phoenix, AZ 85050

With a copy to:

Joey P. Kejbou

Law Offices of Joey P. Kejbou
74 W Long Lake, Suite 203
Bloomfield Hills, MI 48307

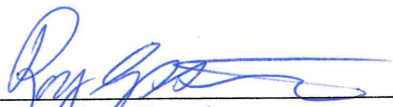
Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, or (c) upon the date personal delivery is made.

*** * * SIGNATURE PAGE FOLLOWS * * ***


IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the 24th day of November, 2020.

Town of Belmont, Massachusetts

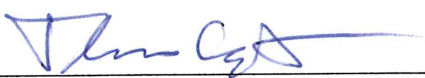
Mint Retail Facilities LLC




Name: Roy Epstein
Chair: Select Board



Name: Eivan Shahara
Title: Manager



Name: Thomas Caputo
Vice Chair: Select Board



Name: Adam Dash
Member: Select Board

Mint Retail Facilities, LLC

MRN283295

APPLICATION OF INTENT REVIEW

1. Name and address of the proposed Marijuana Establishment:

Mint Retail Facilities, LLC
768 Pleasant Street, Belmont, Massachusetts 02478

2. Type of license sought (if cultivation, its tier level and outside/inside operation) and information regarding the application submission:

Retail

The application was reopened once (1) for additional information.

3. Please note that individuals and/or entities associated with the proposed application(s) are also associated with Mint Cultivation Facilities, LLC (MCN282951), Mint Dispensary Facilities, LLC (MRN282824), and Holyoke 420, LLC.

4. List of all required individuals and their roles in the Marijuana Establishment:

Individual	Role
Eivan Shahara	Person Having Direct/Indirect Control / Capital Contributor
Blake Mensing	Person Having Direct/Indirect Control

5. List of all required entities and their roles in the Marijuana Establishment:

No other entity appears to have ownership or control over this proposed Marijuana Establishment.

6. Applicant's priority status:

General Applicant



7. The applicant and municipality executed a Host Community Agreement on November 24, 2020.
8. The applicant conducted a community outreach meeting on July 9, 2020, and provided documentation demonstrating compliance with Commission regulations.
9. The Commission sent a municipal notice with a copy of the application to the municipality on April 2, 2021. The Commission did not receive a response within 60 days pursuant to 935 CMR 500.102(1)(d).
10. The applicant proposed the following goals for its Plan to Positively Impact Disproportionately Harmed People:

#	Goal
1	Donate a total of \$2,500.00 annually to New England Veterans Alliance.
2	On an annual basis, cover the costs/fees associated with obtaining an expungement of the criminal record for up to 5 individuals that are past or present residents of an area of disproportionate impact with cannabis related CORIs.
3	Donate a total of \$2,500.00 annually to the Massachusetts Recreational Consumer Council.

BACKGROUND CHECK REVIEW

11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
12. There were no concerns arising from background checks on the individuals or entities associated with the application.

MANAGEMENT AND OPERATIONS PROFILE REVIEW

13. The applicant states that it can be operational within six (6) months of receiving the provisional license(s).
14. The applicant's proposed hours of operation are the following:

Day(s)	Hours of Operation
Monday-Sunday	8:00 a.m. to 8:00 p.m.



15. The applicant submitted all required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.

16. The applicant proposed the following goals for its Diversity Plan:

#	Goal
1	Give hiring preference to 35% women and 35% minorities.

17. Plan for obtaining marijuana or marijuana products (if applicable):

The applicant will obtain marijuana or marijuana products by contracting with other licensed establishments.

RECOMMENDATION

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations.
2. Final license is subject to inspection to ascertain compliance with applicable state laws, local codes, ordinances or bylaws, and local licensing requirements.
3. Final licensure is subject to the applicant ensuring that all remaining required individuals be fingerprinted pursuant to previous Commission notifications.
4. Final licensure is subject to the applicant providing Commission staff, upon inspection, an amended Diversity Plan that identifies any hiring goals for veterans, individuals with disabilities and LGBTQ residents.
5. Final licensure is subject to the applicant providing Commission staff, upon inspection, an amended Diversity Plan that includes more than just hiring and that it “promotes and encourages full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by cannabis prohibition and enforcement and to positively impact those communities under M.G.L. c. 94G, § 4 in Massachusetts.”
6. The applicant shall cooperate with and provide information to Commission staff.
7. Provisional licensure is subject to the payment of the appropriate license fee.

The applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.




Corporate/LLC Information Required for Business Entities

Responses to questions below must match information on file with the MA Secretary of State's office.

1. Exact legal name: Mint Retail Facilities LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 11/19/2019 State in which you are formed: MA
4. If not a MA business entity, date on which you were authorized to transact business in the State of MA _____
5. List the name, addresses and title of officers, directors and/or members and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS	TITLE	% OWNERSHIP*
Eivan Shahara	One Marina Park Drive Boston, MA 02210	President	95%
Blake Mensing	1865 Washington Street Holliston, MA 01746	Chief Compliance Officer	5%

(*Stock ownership in non-publicly traded companies must add up to 100%.)

<u>Eivan Shahara</u>	<u>President</u>	
Print Name	Title	Signature

4/6/2020
Date

(Duly Authorized)



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001412153

Annual Report Filing Year: 2020

1.a. Exact name of the limited liability company: MINT RETAIL FACILITIES LLC

1.b. The exact name of the limited liability company *as amended*, is: MINT RETAIL FACILITIES LLC

2a. Location of its principal office:

No. and Street: 768 PLEASANT ST
 City or Town: BELMONT State: MA Zip: 02478 Country: USA

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

No. and Street: 768 PLEASANT ST
 City or Town: BELMONT State: MA Zip: 02478 Country: USA

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

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
 No. and Street: 82 WENDELL AVE
SUITE 100
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

SOC SIGNATORY

EIVAN SHAHARA

21001 N TATUM BLVD #1630-486
PHOENIX, AZ 85050 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	EIVAN SHAHARA	21001 N TATUM BLVD #1630-486 PHOENIX, AZ 85050 USA

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of November, 2020,
EIVAN SHAHARA , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

November 18, 2020 02:51 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Mint Retail Facilities LLC

DISPENSING PROCEDURES

State laws requires that no products will be sold to customers under age 21; however, pursuant to Belmont Board of Health, Regulations Regarding the Restriction of Adult Use Marijuana, adopted March 26, 2018, pursuant to Health Board's authority under Belmont General Bylaws, Article 2, Board of Health, Section 40-220, the Belmont facility will not sell products to customers under age 25. All products sold from Mint Retail Facilities ("Mint" or the "Company") will meet the requirements of 935 CMR 500.105(5)(a)-(d) addressing labeling of marijuana, marijuana products, edible marijuana infused products, marijuana concentrates and extracts and marijuana infused topicals and tinctures. Each label shall include, at minimum: the name and registration number of the duly-licensed marijuana cultivator and/or product manufacturer; the name of the product; quantity of usable marijuana; type of marijuana used in the product; directions for the use of the marijuana if relevant; and the symbols issued by the Commission that indicates the package contains marijuana product as found in 935 CMR 500.105(5)(a)(8)-(9).

Pursuant to 935 CMR 500.105(1)(e), Mint's written operating procedures have been developed to provide a list of cultivars of marijuana (colloquially known as "strains," although that is not the appropriate botanical terminology) that will be sold, cultivated, processed and dispensed and will also list the forms in which the marijuana will be sold.

Pursuant to 935 CMR 500.140(2), Mint, as an adult-use retail marijuana establishment location, shall upon entry into the facility by an individual, a Mint registered marijuana retail establishment agent shall immediately inspect the individual's proof of identification. An individual shall not be admitted to the premise unless the Mint registered marijuana establishment agent has verified that the individual is 21 years of age or older by offering proof of identification, which shall be a valid government-issued identification. No individuals, whether customers or other visitors, shall be admitted into the facility without providing proof of the age of majority (21 years old) under any circumstances.

Pursuant to 935 CMR 500.140 (4) Mint will strictly adhere to the regulations on Limitation on Sales, which provides as follows: "In accordance with M.G.L. c. 94G, § 7, a Marijuana Retailer [Mint] may not sell more than one ounce of marijuana or five grams of marijuana concentrate to a consumer per transaction.

Pursuant to 935 CMR 500.140(5)(a)-(e), Mint shall strictly adhere to the Cannabis Control Commission's regulations on Unauthorized Sales and Right to Refuse Sales:

- A. As a Marijuana Retailer, Mint shall refuse to sell marijuana to any consumer who is unable to produce valid proof of identification.
- B. As a retailer, Mint may refuse to sell marijuana products to a consumer if, in the opinion of the marijuana retail establishment agent based on the information available to the agent at that time, the consumer or the public would be placed at risk.
- C. As a retailer, Mint shall not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.
- D. As a retailer, Mint is prohibited from selling marijuana products containing nicotine.
- E. As a retailer, Mint is prohibited from selling marijuana products containing alcohol, if sales of such alcohol would require licensure pursuant to M.G.L. c. 138.

Pursuant to 935 CMR 500.140(6)(a)-(g), Mint will strictly adhere to the regulations on Recording Sales:

Mint Retail Facilities LLC

- A. As a Marijuana Retailer, Mint shall only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
- B. As a retailer, Mint may utilize a sales recording module approved by the DOR.
- C. As a retailer, Mint is prohibited from utilizing software or other methods to manipulate or alter sales data.
- D. As a retailer, Mint shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- E. As a Marijuana Retailer, Mint shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If as a retailer, Mint determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - a. it shall immediately disclose the information to the Commission;
 - b. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - c. take such other action directed by the Commission to comply with 935 CMR 500.105.
- F. As a retailer, Mint shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- G. As a retailer, Mint shall adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- H. The Commission and the DOR may audit and examine the point-of-sale system used by Mint, as a retailer, in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Pursuant to 935 CMR 500.140(8), Mint shall comply with the Consumer Education regulatory requirements. As a Marijuana Retailer, Mint shall make available educational materials about marijuana products to consumers. As a retailer, Mint must have an adequate supply of current educational material available for distribution. Educational materials must be available in commonly spoken languages designated by the Commission, which will include, but not be limited to appropriate materials for the visually- and hearing-impaired. Such materials shall be made available for inspection by the Commission upon request. The Commission will establish fines or other civil penalties for a Marijuana Establishment's failure to provide these materials. The educational material must include at least the following: (a) A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children; (b) A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, §24, and machinery should not be operated; (c) Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration; (d) Materials offered to consumers to enable them to track the strains used and their associated effects; (e) Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained; (f) A discussion of tolerance, dependence, and withdrawal; (g) Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs; (h) A statement that consumers may not sell marijuana to any other individual; (i) Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and (j) Any other information required by the Commission.

Pursuant to 935 CMR 500.140 (9), Mint will comply with the regulations on Testing. Mint understands

Mint Retail Facilities LLC

and will comply with regulations that state that “No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Mint will not dispense any marijuana product that has not been tested by an Independent Testing Laboratory and deemed to comply with the acceptable standards required under 935 CMR 500.160.

Mint Retail Facilities LLC

STORAGE OF MARIJUANA

Pursuant to 935 CMR 500.105(11)(a)-(e), Mint Retail Facilities LLC (“Mint”) will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Mint will have separate storage areas of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Mint storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Mint storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Mint storage policy dictates that product may only be stored in areas under video surveillance. Only authorized marijuana establishment agents have access to product storage areas, product storage keys, and/or access cards. Storage rooms must remain locked and protected from entry, at all times, except for the actual time required to remove or replace marijuana. Marijuana establishment agents in product rooms without authorization, or good reason, will be terminated.

Marijuana waste will be tracked, handled, stored, and disposed in compliance with 935 CMR 500.105 (3), (8), and (12). Mint will contract with other licensed marijuana establishments, as necessary, to dispose of marijuana waste and comply with all regulatory requirements.

Pursuant to 935 CMR 500.105(13)(d), Mint will transport marijuana products in a secure, locked storage compartment that is a part of the vehicle transporting the marijuana products and the storage compartment will be sufficiently secure that it cannot be easily removed. All vehicles and transportation equipment used in the transportation of cannabis products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation, in accordance with 935 CMR 500.105(13)(a).

If Mint plans to transport marijuana products to multiple other establishments in the future, it will seek the Commission’s permission to adopt reasonable alternative safeguards.

Mint Retail Facilities LLC

POSITIVE IMPACT PLAN

Goals: Provide financial support to Cannabis Community Care and Research Network and Massachusetts Recreational Consumer Council because they are entities that offer support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs. The amounts of these donations will depend on the financial growth and profitability of the company. As sales and profits increase, Mint Retail Facilities LLC (“Mint”) will revisit its program donation goals to consider more generous donations as business allows.

Goal: Donate a total of \$10,000.00 annually to the organization as more particularly described below.

Program: The donations to be made to the following organizations are intended to benefit its ability to develop skills for Economic Empowerment Priority Applicants and Social Equity Training Program participants through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue educating adult- use cannabis consumers in Massachusetts:

1. Cannabis Community Care and Research Network (\$5,000.00 annual donation)
2. Massachusetts Recreational Consumer Council (\$5,000.00 annual donation)

Measurement and Accountability: At the end of each year, Mint will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to the programs outlined above. Mint will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts.

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

Any actions taken, or programs instituted by Mint, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Mint expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).

Mint Retail Facilities LLC

PREVENTION OF DIVERSION

Mint Retail Facilities LLC (“Mint”) anti-diversion procedures include methods for identifying, recording, and reporting diversion, theft, or loss and for correcting all errors and inaccuracies in inventories. The integrity of the supply chain in every stage from seed to sale shall be protected through anti-diversion methods using a comprehensive security system. All employees shall receive anti-diversion training as part of their initial and subsequent training. Mint has worked diligently to foster a work environment that values employees and that demands a culture of professional responsibility to mitigate risk and create a safe work environment that our employees take pride in. Pursuant to 935 CMR 500.105(1)(l), Mint’s written operating procedures will include a policy for the immediate dismissal of any marijuana establishment agent who has diverted marijuana.

Mint will perform periodic supply chain risk assessments to minimize weak spots and ensure continuity in the supply of high-quality independently-tested cannabis products. Any and all discrepancies identified in Mint’s inventory system during a routine or special audit shall immediately be recorded and investigated as to the root cause. Pursuant to 935 CMR 105(13)(b), any incidents of diversion that occur during transport between marijuana establishments shall be duly reported to the Cannabis Control Commission and the applicable law enforcement authorities at the local and state levels not more than 24 hours of discovery of any incident. In addition, discrepancies shall be recorded and reported according to Mint’s incident response plan.

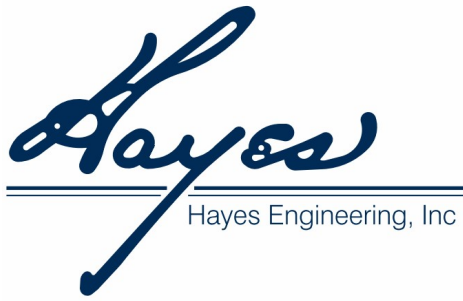
Inventories will be highly restricted, secured, and surveilled areas with posted limited access. Only managers or designated inventory staff shall have security designations to access stored inventory. Monthly inventory checks in compliance with 935 CMR 105(8)(c)(2) will be conducted. Inventory shall remain locked and accessible only to limited designated agents and a manager. The manager shall conduct routine and random auditing of all Mint marijuana establishment’s inventory. Wholesale sales shall be documented, recorded and stored using seed-to-sale inventory tracking. Surveillance cameras shall record and store all transactions in compliance with 935 CMR 500.110(5)(a)(4).

A copy of the shipping manifest shall be transmitted to the receiving dispensary prior to transport. All dispensary deliveries shall be processed prior to leaving a marijuana establishment in accordance with 935 CMR 500.105(13)(a)(7). Pursuant to 935 CMR 500.105(13)(a)(6) all vehicles transporting marijuana products will be staffed with a minimum of two marijuana establishment agents and one agent shall remain with the transportation vehicle at all time. Delivery routes and times will be randomized as required by 935 CMR 500.105(13)(a)(12). Once the delivered products are accounted for, they shall be stored in the securely locked, and continuously monitored, safe room, which shall be a limited access area.

In the event that there are any loss inventory discrepancies discovered by any employee, said discrepancy shall be promptly reported to the department manager upon discovery. The manager shall report all unresolved inventory discrepancies to the Cannabis Control Commission and law enforcement authorities not more than 24 hours from the discovery of any incident, in accordance 935 CMR 500.105(13)(b). Mint shall conduct an internal investigation to determine the appropriate consequences of the inventory discrepancy and to properly investigate the root cause of the discrepancy so as to minimize the likelihood of a repeated discrepancy of that specific origin.

Mint Retail Facilities LLC

Employees must follow all policies and procedures for the sale and dispensation of cannabis products, in accordance with 935 CMR 500.140(6). Mint will support employees in anti-diversion efforts as part of its employee orientation program, ongoing trainings, and creating a culture of transparency and professional integrity.



603 Salem Street
Wakefield, MA 01880
Tel: (781) 246-2800
Fax: (781) 246-7596

Traffic Impact Statement

Nantucket, MA 02554
Tel: (508) 228-7909

Refer to File No. BEL-0010

TO: Town of Belmont, MA
FROM: Tony Capachietti, *Project Manager*
DATE: May 18, 2021
SUBJECT: The Mint Dispensary
Proposed Marijuana Retailer
768 Pleasant Street
Belmont, MA

Hayes Engineering, Inc. (HEI) has prepared this Traffic Impact Statement in support of the proposed Mint Marijuana Retailer at 768 Pleasant Street in Belmont, MA. The purpose of this Impact Statement is to estimate the trip generation rates and mode share for customers and employees and the frequency and scale of deliveries to and from the site.

Site Context

The Property is located along the southerly side of Pleasant Street (Route 60) with two (2) existing curb-cuts along its frontage. The Property is currently used as a gas station with four (4) fuel pumps and two (2) service bays. Mint seeks to occupy the existing building and remove the gasoline pumps and tanks converting it to an adult-use marijuana retailer. The site plan, as proposed, will eliminate the western most curb-cut and narrow the eastern curb-cut to 24-feet in width to access the proposed 13-space parking lot designed to conform with the requirements of section 5.1 of the Belmont Zoning By-Law.

Trip Generation

Average Daily Vehicle Trips and Peak Hour Trips for the project are calculated using data published by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition.

Existing Condition:

The existing land use at the Property is Lenny's Service Center. A gas and service station having 4 fuel pumps and 2 service bays within an approximately 1,900 sf. building. This use is best classified as Institute of Transportation Engineers (ITE) Land Use Code (LUC) 944, Gasoline/Service Station, described in the ITE Trip Generation Manual, 10th Edition as follows:

This land use includes gasoline/service stations where the primary business is the fueling of motor vehicles. The sites included generally have a small building (less than 2,000 gross square feet) that houses a cashier and limited space for motor vehicle maintenance supplies and general convenience products. A gasoline/service station may also have ancillary facilities for servicing and repairing motor vehicles and may have a car wash.

Trip Generation rates for the existing land use conditions are summarized in Table 1, below.



Traffic Impact Statement

768 Pleasant Street

Belmont, MA

May 18, 2021

Table 1: *Trip Generation LUC 944 – Gasoline/Service Station*

<u>Time Period</u>	<u>LUC 944 Average Trip Ends per 1,000sf GFA</u>	<u>LUC 944 Estimated Vehicle Trip Ends⁽¹⁾</u>
Weekday Daily	1,202.83	2,285
Weekday AM Peak Hour	90.23	171
Weekday PM Peak Hour	119.46	227
Saturday Daily	1,315.54	2,500
Saturday Peak Hour	105.05	200

⁽¹⁾ – Based on 1,900± square feet of GFA

The proposed Marijuana Establishment use is best classified as Institute of Transportation Engineers (ITE) Land Use Code (LUC) 882, Marijuana Dispensary, defined in the ITE Trip Generation Manual, 10th Edition as being:

... a standalone facility where cannabis is sold to patients or consumers in a legal manner.

Trip Generation rates are summarized in Table 2, below. It should be noted that the ITE cautions the use of its Marijuana Dispensary data as it was derived from a small sample set.

Table 2: *Trip Generation LUC 882 – Marijuana Dispensary*

<u>Time Period</u>	<u>LUC 882 Average Trip Ends per 1,000sf GFA</u>	<u>LUC 882 Estimated Vehicle Trip Ends⁽²⁾</u>
Weekday Daily	252.70	480
Weekday AM Peak Hour	20.88	40
Weekday PM Peak Hour	29.93	57
Saturday Daily	259.31	493
Saturday Peak Hour	36.43	69

⁽²⁾ – Based on 1,900± square feet of GFA

This early data provided by ITE may be representative of additional trip generation due to curiosity and the scarcity of the use. This is evidenced by actual data obtained by monitoring existing and operational dispensaries in the Commonwealth. HEI monitored total transactions at a recently opened recreational and medical marijuana dispensary on the Lynnway in Lynn, MA during the initial opening period between October 26 and November 18, 2019. It was assumed that each transaction represented an individual vehicle having 2 trip ends to the facility, one arriving and one departing. Table 3, below, estimates projected trip ends for the proposed Red Cardinal facility using these observed rates:

Table 3: *Trip Generation Observed, Lynn, MA*

<u>Time Period</u>	<u>Average Trip Ends per 1,000sf GFA</u>	<u>Estimated Vehicle Trip Ends⁽³⁾</u>
Weekday Daily	144.16	274
Saturday Daily	176.74	336

⁽³⁾ – Based on 1,900± square feet of GFA



Not all vehicle trips anticipated by the proposed dispensary will represent new trips. It is anticipated that many customers to the facility will be pass-by trips, rather than destination trips to the facility and will have minimal impacts to vehicle traffic conditions in the area. Studies have shown that for developments such as the proposed dispensary, a substantial portion of vehicle trips are from existing traffic passing by the site or diverted from another route to the proposed site. Data presented in the ITE Trip Generation Handbook indicates that for the average percentage of pass-by trips for Pharmacy/Drugstores without Drive-Through Windows is 49-percent during the weekday PM peak hour. This would further reduce the number of new vehicles that are anticipated to be traveling to/from the site. HEI conducted a transportation survey of 257 patrons exiting an existing dispensary operating in Brookline, MA on June 13, 2019 identified 53.7% of patrons considered their stop to be a pass-by or diversion trip on their way to their ultimate destination.

Table 4, below, compares estimated vehicle trip ends for the existing and proposed conditions:

TABLE 4

Trip Generation, *Summary – Prior Uses vs. Proposed Uses with Dispensary*

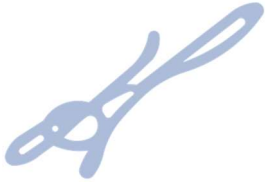
<u>Time Period/Direction</u>	<u>Existing Condition Vehicle Trip Ends</u>	<u>Proposed Condition Vehicle Trip Ends</u>	<u>Change in Trip Ends</u>
Weekday Daily	2,285	480	-1,805
Weekday AM Peak Hour	171	40	-131
Weekday PM Peak Hour	227	57	-170
Saturday Daily	2,500	493	-2,007
Saturday Peak Hour	200	69	-131

The proposed dispensary is anticipated to decrease the estimated number of vehicle trip ends to the site in all conditions. As such, no adverse effect to prevailing traffic conditions is anticipated.

Parking Analysis

Mint seeks to construct an on-site 13 space parking lot in association with the proposed marijuana retail establishment. Spaces are designed to be 9 foot by 18 foot, at 90-degrees to the driveway centerline. In accordance with the requirements of the Americans with Disabilities Act (ADA) and Massachusetts Architectural Access Board (MAAB) standards one (1) of the 13 spaces will be designated as accessible and be connected to all public facility elements with an accessible route. The space will be served by an 8-foot access strip that will accommodate wheelchair van loading and unloading operations. The drive aisle will accommodate two-way traffic and be 24-feet in width.

It is anticipated the facility will employ approximately five (5) employees on a typical shift. Mint will implement transportation demand management practices to reduce single occupant vehicle commuting by employees. Employees will be encouraged to use ridesharing, car-pooling and alternative modes of transportation to limit their parking demand. Two spaces will be allotted to employee parking. The remaining 11 spaces are sufficient to satisfy the maximum peak hour demand of 35 vehicles per hour (69 trip ends in the Saturday Peak Hour). Dispensary transaction times are typically between 10-15 minutes,



Traffic Impact Statement

768 Pleasant Street

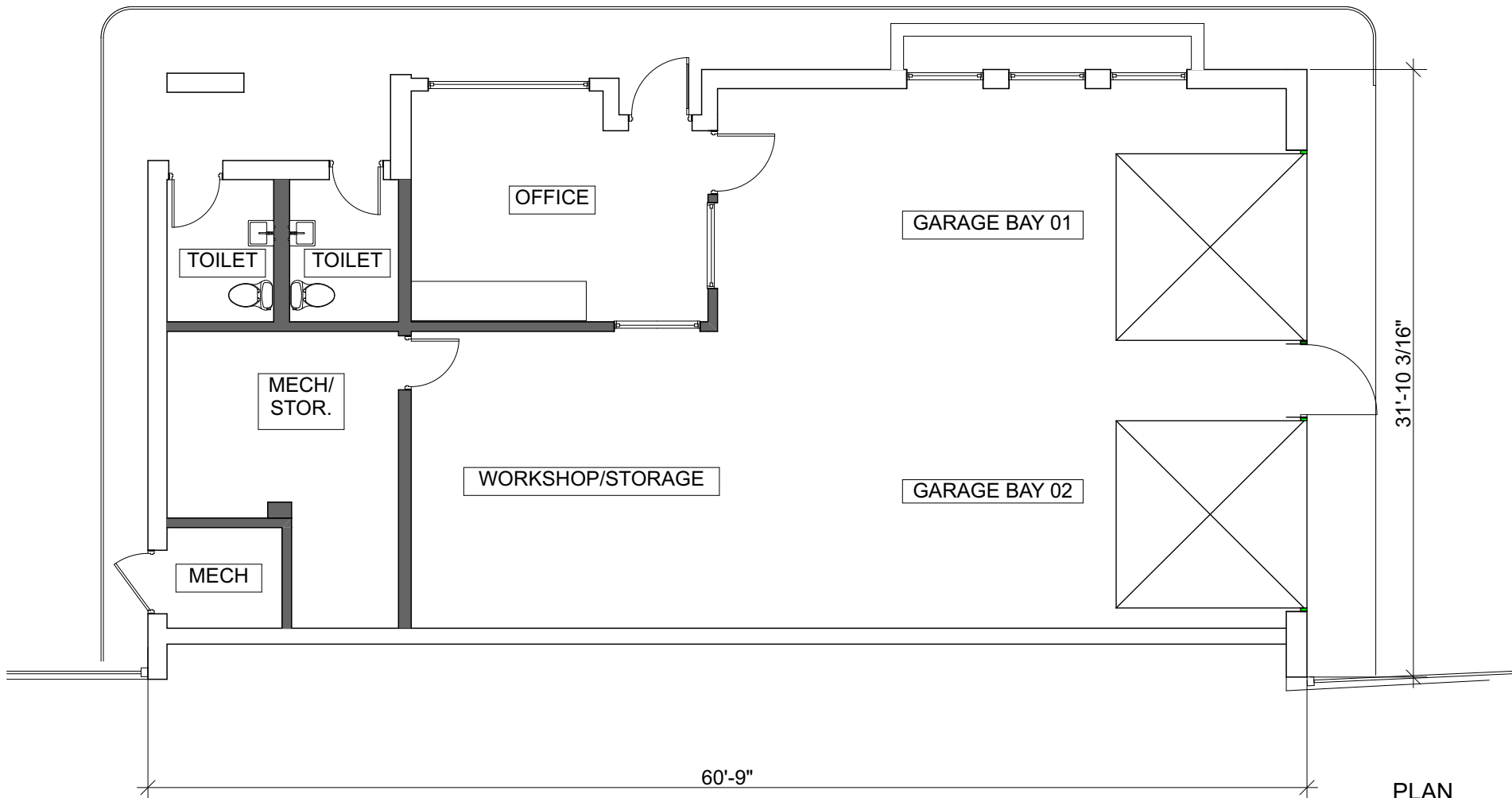
Belmont, MA

May 18, 2021

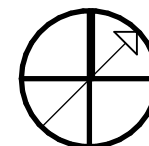
resulting in parking lot turnover between 4 and 5 times per hour. This equates to the ability to adequately park between 44-55 vehicles per hour, in excess of times the anticipated peak hour demand.

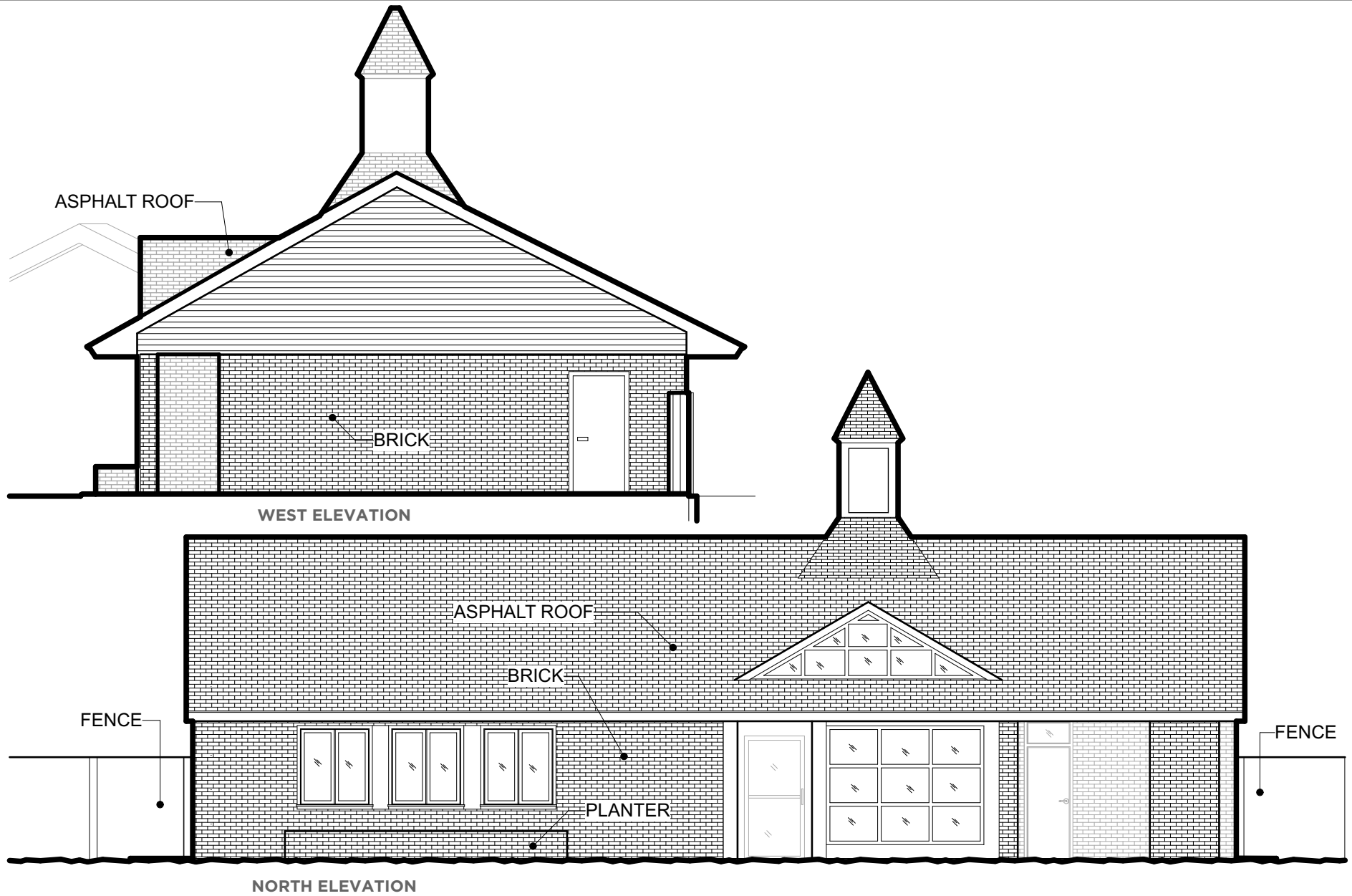
Loading and Deliveries

Loading will occur using one or the two designated on-site employee spaces. In accordance with Cannabis Control Commission (CCC) regulations deliveries will be made randomly via one-ton or smaller vans. Mint anticipates that cash pick-ups and product deliveries will occur between 3-4 times per week. Trash will be removed from the facility during these deliveries and disposed of at the cultivation facility in accordance with CCC guidelines.



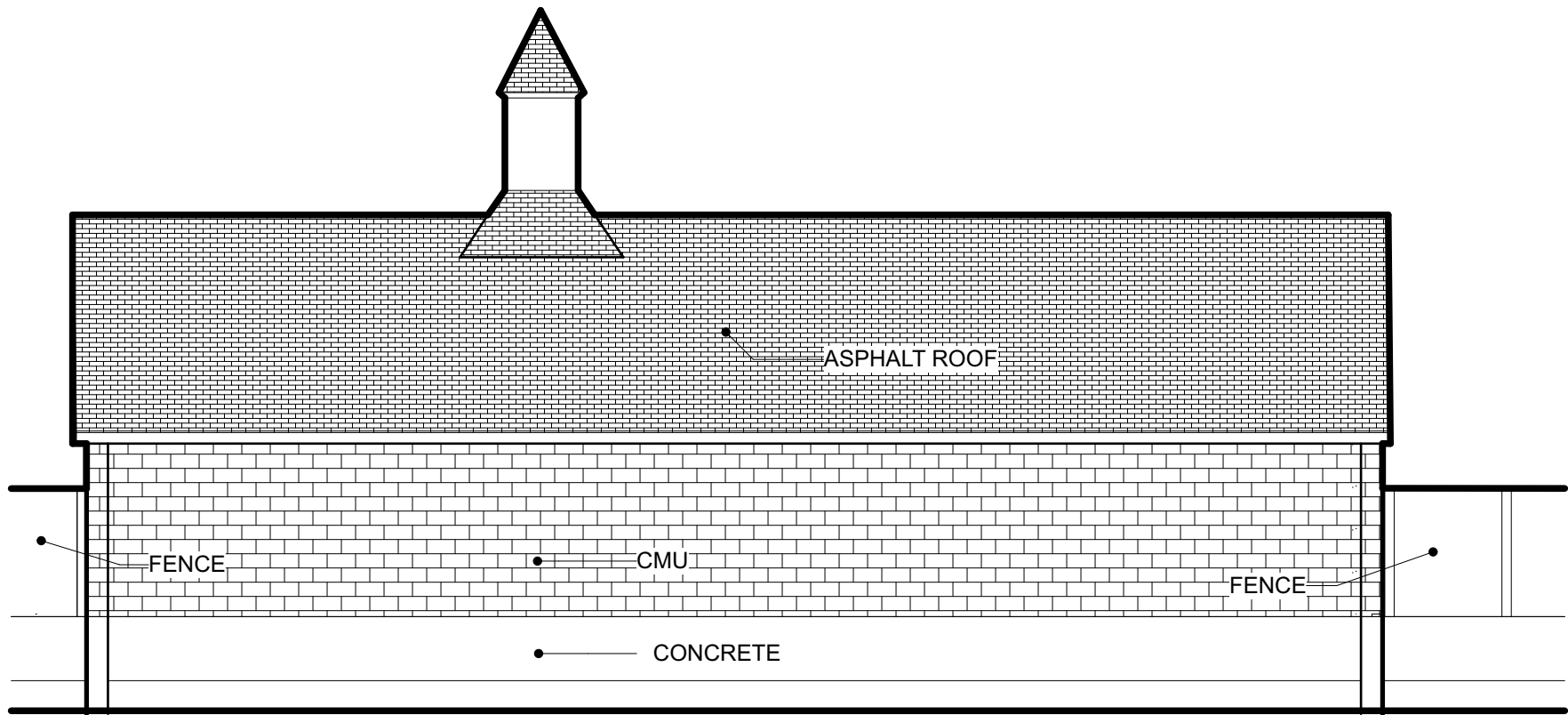
PLAN
NORTH





Existing Exterior Elevation

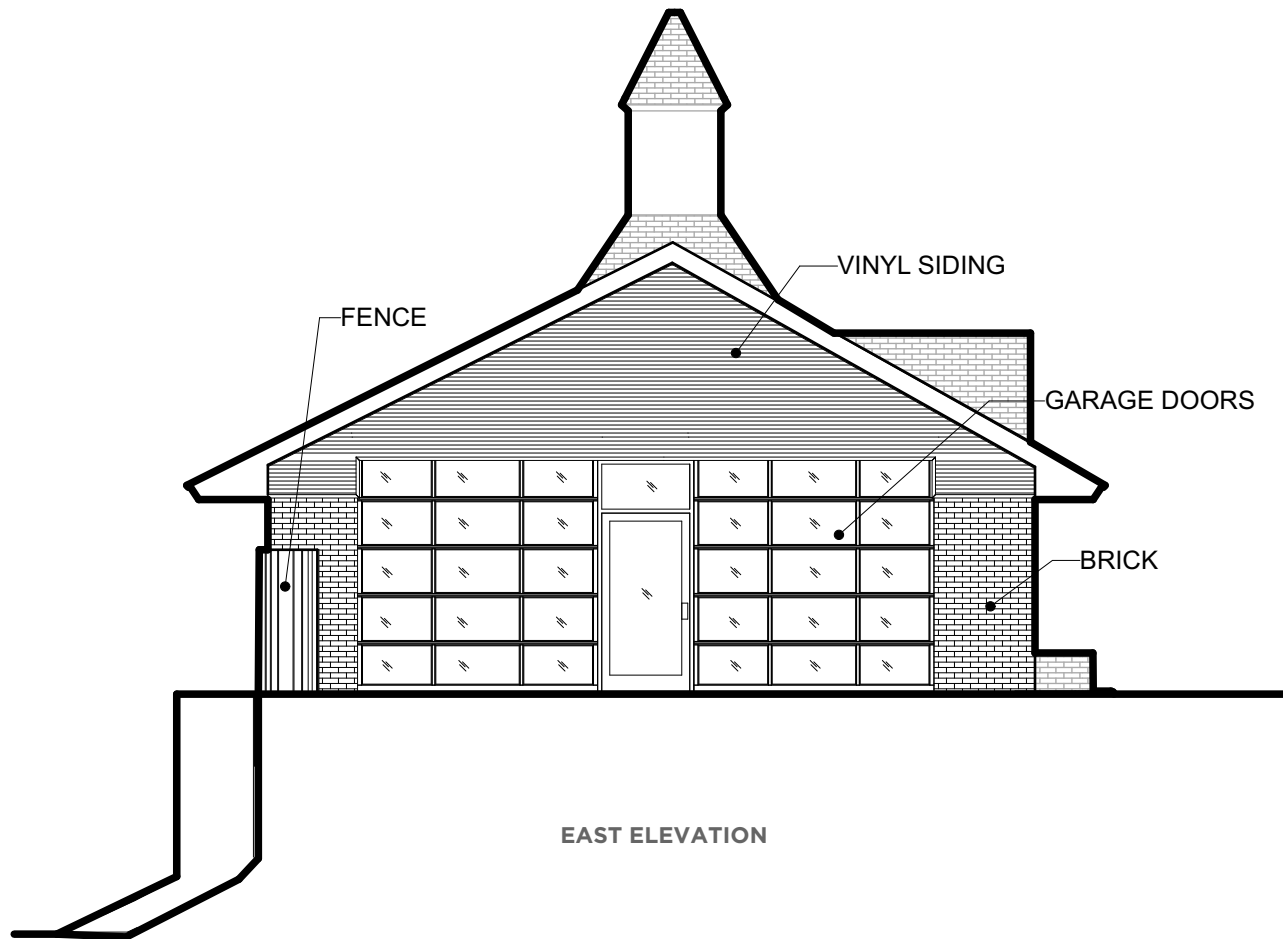
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SOUTH ELEVATION

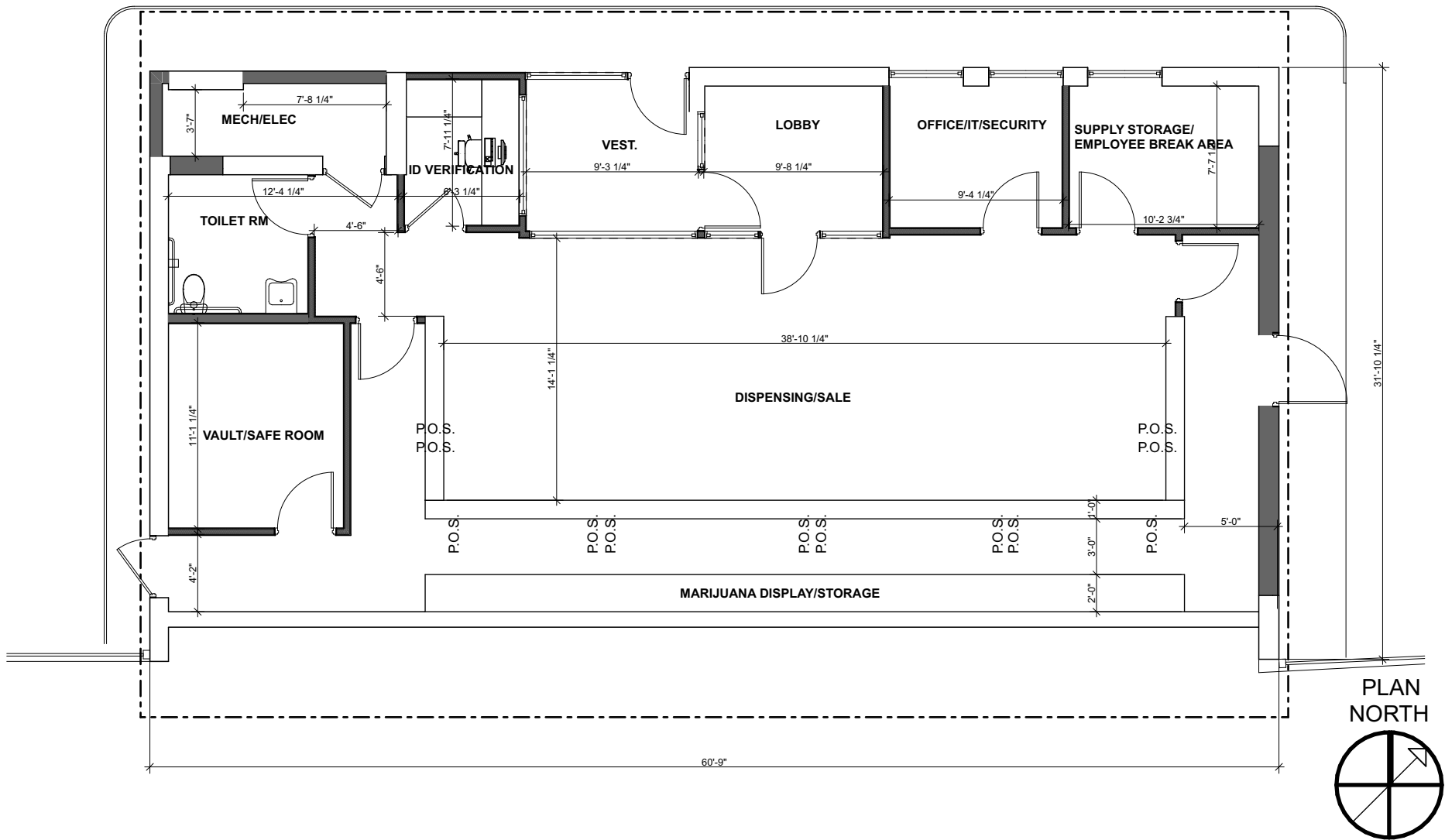
Existing Exterior Elevation

SCALE: 1/8" = 1'-0"



Existing Exterior Elevation

SCALE: 1/8" = 1'-0"



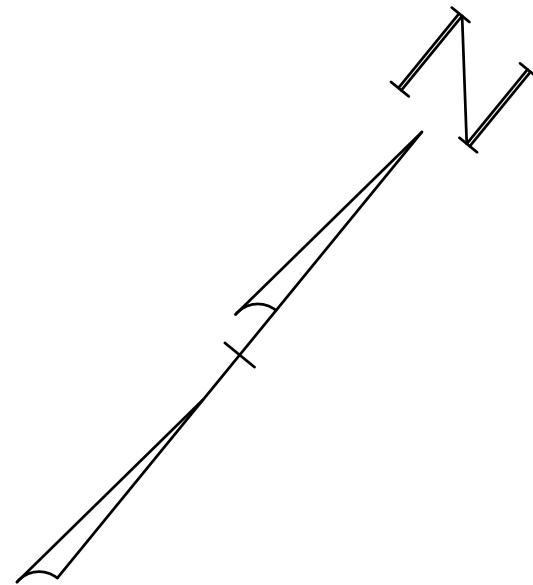


Conceptual Exterior Elevations









SITE PLAN

768 PLEASANT STREET

THE MINT DISPENSARY

PARCEL INFORMATION:
MAP 30 PARCEL 72
268 PLEASANT STREET

MIDDLESEX SOUTH REGISTRY OF DEEDS:
DEED REFERENCE: 19550 / 354
PLAN REFERENCE: 5621 / 321

RECORD OWNER:
768 PLEASANT STREET REALTY TRUST

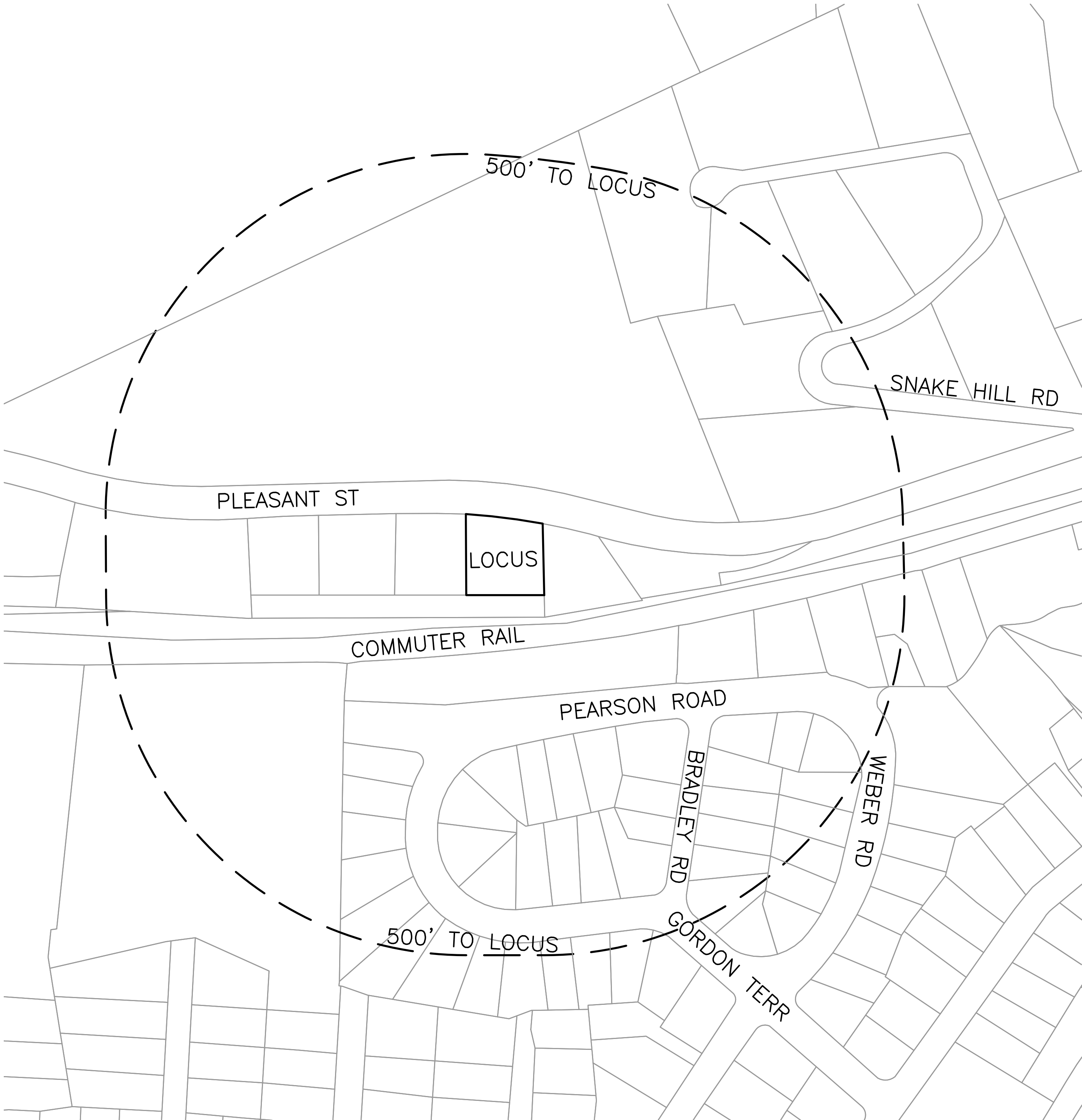
GENERAL NOTES:

- VERTICAL DATUM IS NAVD88
- PROPERTY LINE INFORMATION DEPICTED ON THIS SHEET COMPILED FROM TOWN OF BELMONT LEVEL 3 ASSESSORS MAPPING AS AVAILABLE ON THE DATE OF PLAN PREPARATION BY THE MASSACHUSETTS BUREAU OF GEOGRAPHIC INFORMATION (MASSGIS), VARIOUS RECORD AND NON-RECORD PLANS, AND IS NOT THE RESULT OF AN ACTUAL FIELD SURVEY BY HAYES ENGINEERING, INC.
- WHEN ANNOTATED THE PROPERTY LINE INFORMATION DEPICTED HEREIN IS BASED ON AN ACTUAL GROUND SURVEY BY HAYES ENGINEERING, INC. ON JUNE 4, 2020.
- TOPOGRAPHIC INFORMATION DEPICTED ON THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY BY HAYES ENGINEERING, INC. ON JUNE 4, 2020.
- ABUTTING BUILDING LOCATIONS DEPICTED ON THIS PLAN TAKEN FROM MASSGIS 2-D LIDAR BUILDING LOCATIONS AND ARE NOT THE RESULT OF AN ACTUAL FIELD SURVEY BY HAYES ENGINEERING, INC.
- LOCUS BUILDING WAS LOCATED IN THE FIELD BY HAYES ENGINEERING, INC. ON JUNE 4, 2020.

UTILITY NOTES:

- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN COMPILED FROM FIELD SURVEY INFORMATION AND AVAILABLE EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES AND DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.
- THE CONTRACTORS SHALL BE RESPONSIBLE FOR CHECKING AND VERIFYING THE LOCATIONS, SIZES, AND ELEVATIONS OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS AND SHALL NOTIFY THE ENGINEER IN WRITING OF ANY UTILITIES INTERFERING WITH THE PROPOSED DESIGN AND THE APPROPRIATE REMEDIAL ACTION PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTORS ARE RESPONSIBLE FOR CONTACTING DIG SAFE AT (800) 322-4844 PRIOR TO THE START OF ANY CONSTRUCTION.

SHEET INDEX	
PLAN TITLE	SHEET DESIGNATION
COVER AND INDEX	C1
EXISTING CONDITION	C2
DEMOLITION AND SITE PREPARATION	C3
PROPOSED SITE PLAN	C4
LANDSCAPE PLAN	C5
LIGHTING PLAN	C6
DETAILS	C7



ZONING TABLE		
ZONE	LOCAL BUSINESS II	
DIMENSIONAL CONTROLS	REQUIRED/ALLOWED	PROVIDED ^(a)
FRONT YARD SETBACK	10 ft.	49.2 ft.
SIDE YARD SETBACK	0 ft.	36.5 ft.
REAR YARD SETBACK	20 ft.	4.2 ft.
MIN. FRONTAGE	20 ft.	150.00 ft.
MIN. LOT AREA	N/A	13,289± SF.
FLOOR AREA RATIO	1.05	0.14
MAXIMUM LOT COVERAGE	35%	17±%

^(a) THE PERMANENT STRUCTURES DEPICTED HEREIN ARE APPROXIMATELY LOCATED ON THE GROUND AS SHOWN. THEY EITHER CONFORMED TO THE SETBACK REQUIREMENTS OF THE LOCAL ZONING ORDINANCES AT THE TIME OF CONSTRUCTION, OR ARE EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER M.G.L., TITLE VII, CHAPTER 40A, SECTION 7.

PARKING CALCULATIONS
REQUIRED RETAIL/SERVICE: 1 space/250 sf Ground Floor Area
REQUIRED REGULAR: (1,825± sf Floor Area)(1space/250 sf) = 7.3 spaces
REQUIRED HANDICAPPED: for 1-25 Total Spaces = 1 Handicapped
TOTAL SPACES PROVIDED: 13 (9'x18') - includes Handicapped Space
TOTAL HANDICAPPED PROVIDED: 1 Van Accessible

Prepared For:

Applicant
The Mint Dispensary Group, LLC
c/o The Cerbereob Group, LLC
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Drawn By: BRW
Checked By: PJO
Project File: BEL - 00010
Comp. No: BELB
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☒ Issued For Review
☐ Issued For Bid
☐ Issued For Construction
☒ Not For Construction

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Scale: 1"=100'
0' 50' 100' 200'
Date: February 16, 2021

Drawing Title:

COVER & INDEX
THE MINT DISPENSARY
768 PLEASANT STREET
BELMONT, MASS.

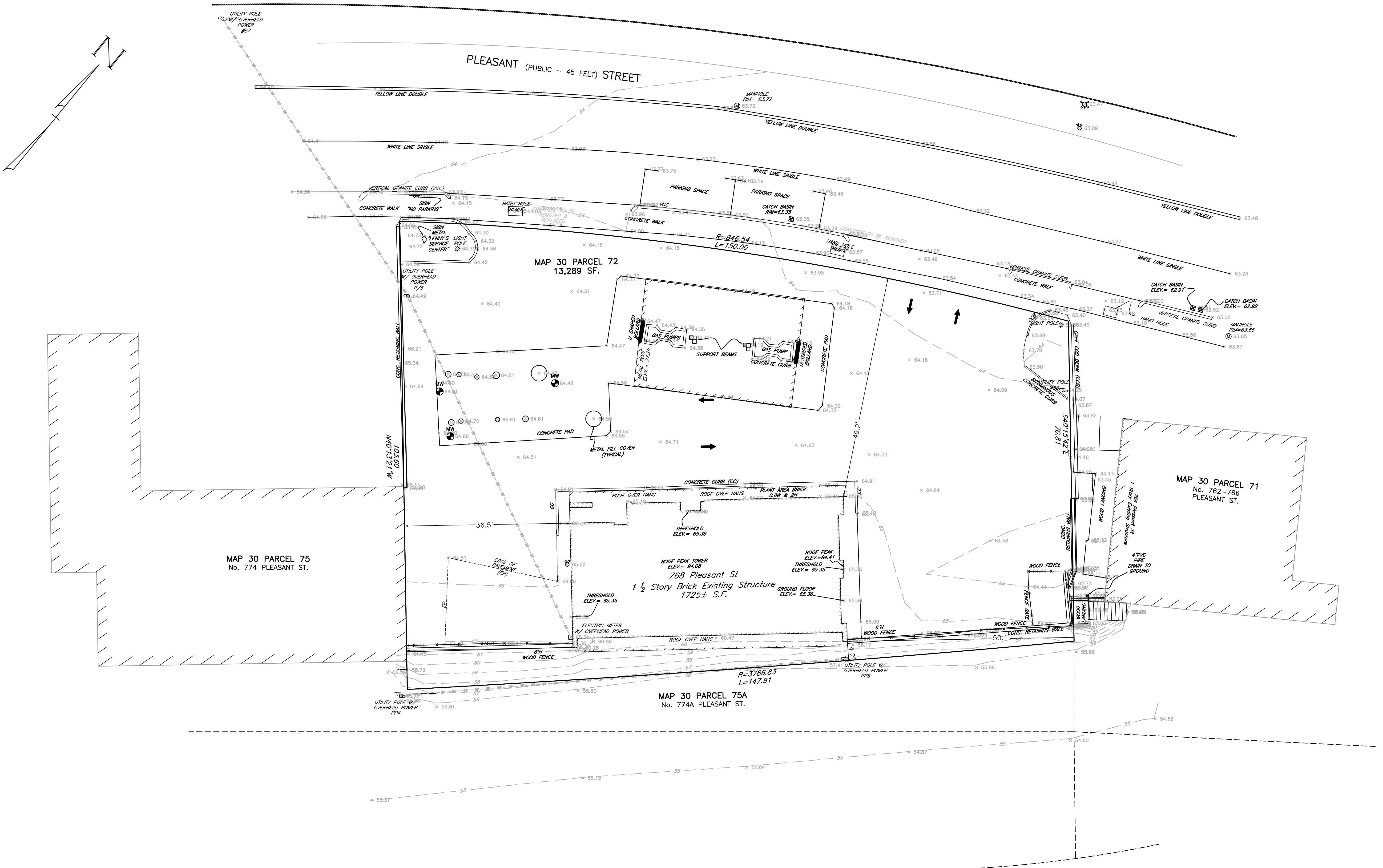
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Drawing No.:

C1

SHEET 1 OF 7

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0' 5' 10' 20'
Date: February 16, 2021

Drawing Title:

EXISTING CONDITION
THE MINT DISPENSARY
768 PLEASANT STREET
BELMONT, MASS.

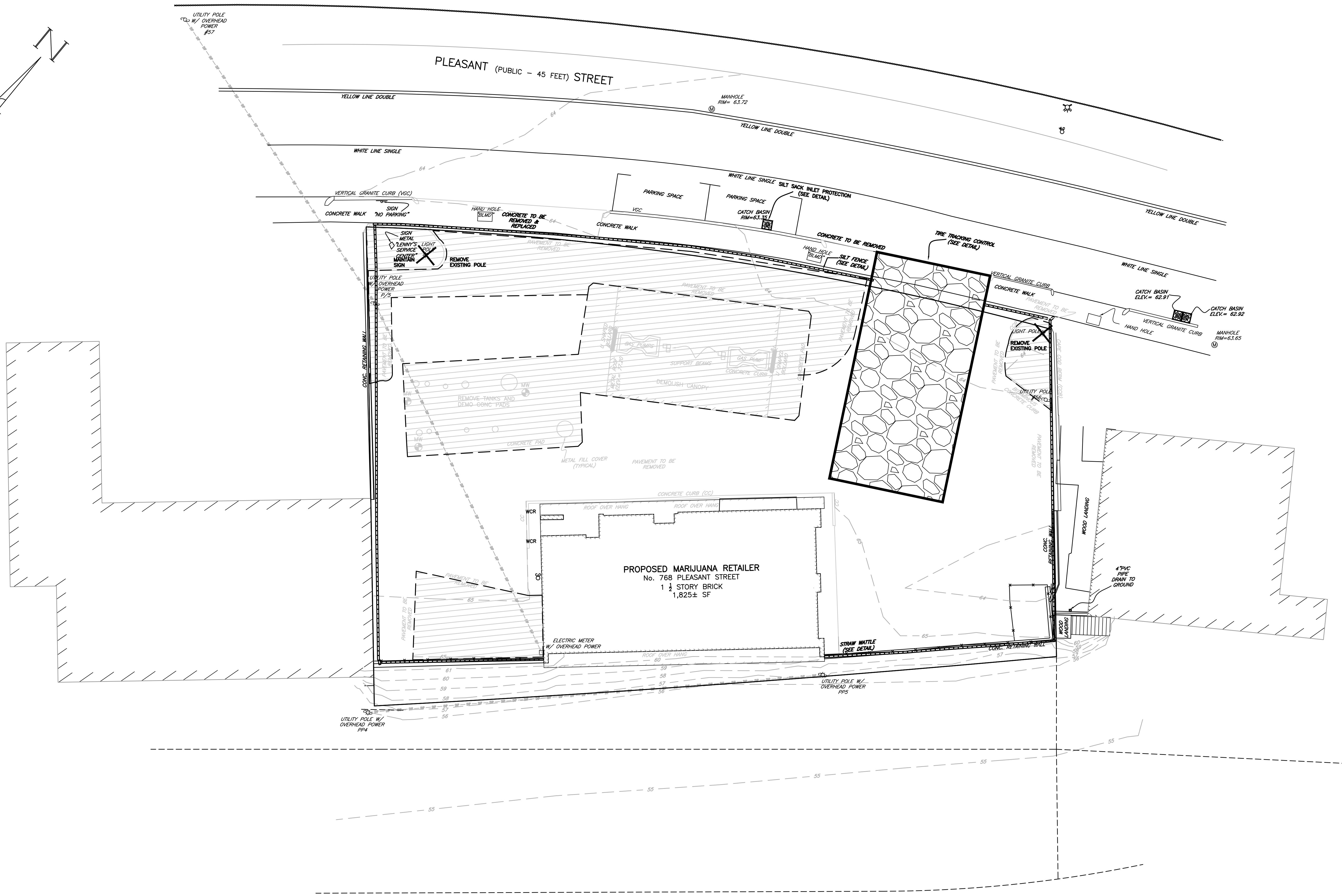
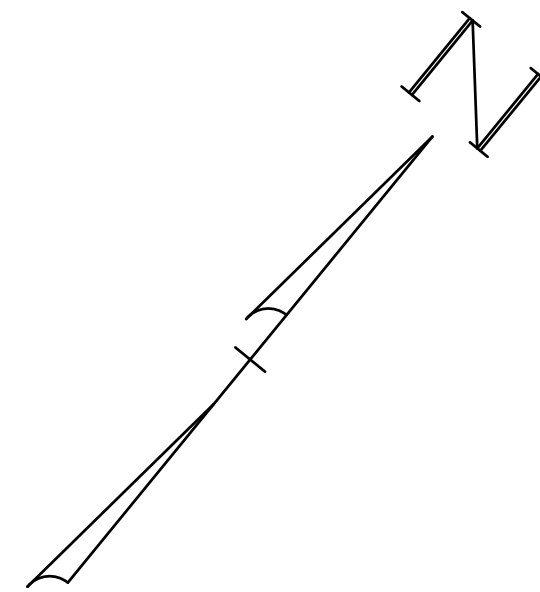
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Drawing No.:

C2

SHEET 2 OF 7

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Date: February 16, 2021

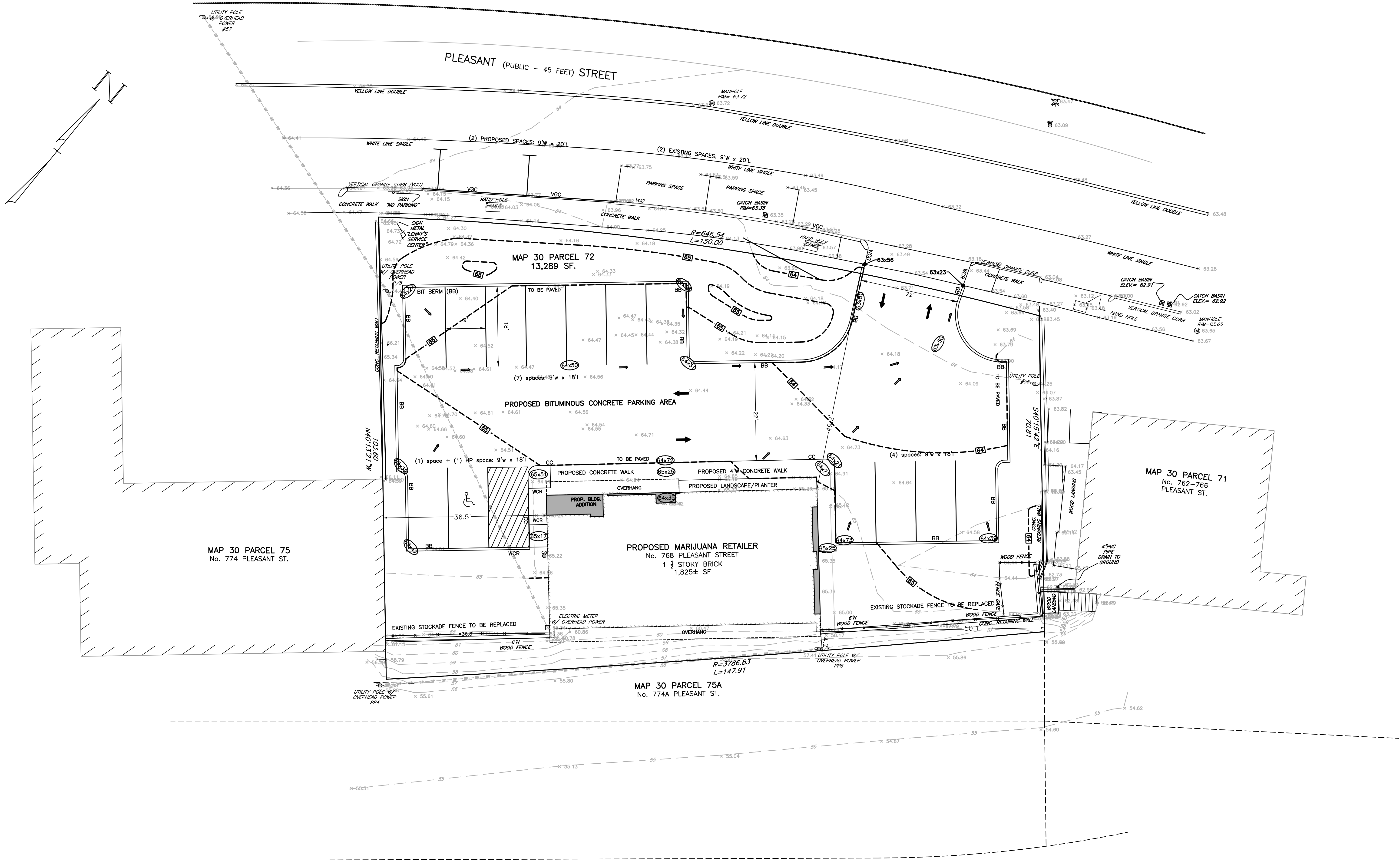
Drawing Title:

DEMOLITION AND SITE PREPERATION
THE MINT DISPENSARY
768 PLEASANT STREET
BELMONT, MASS.

Seal:

Drawing No.:
C3
SHEET 3 OF 7

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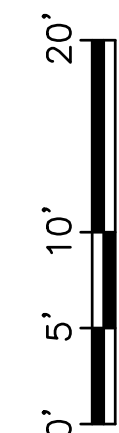
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Scale: 1"=10'



Date: February 16, 2021

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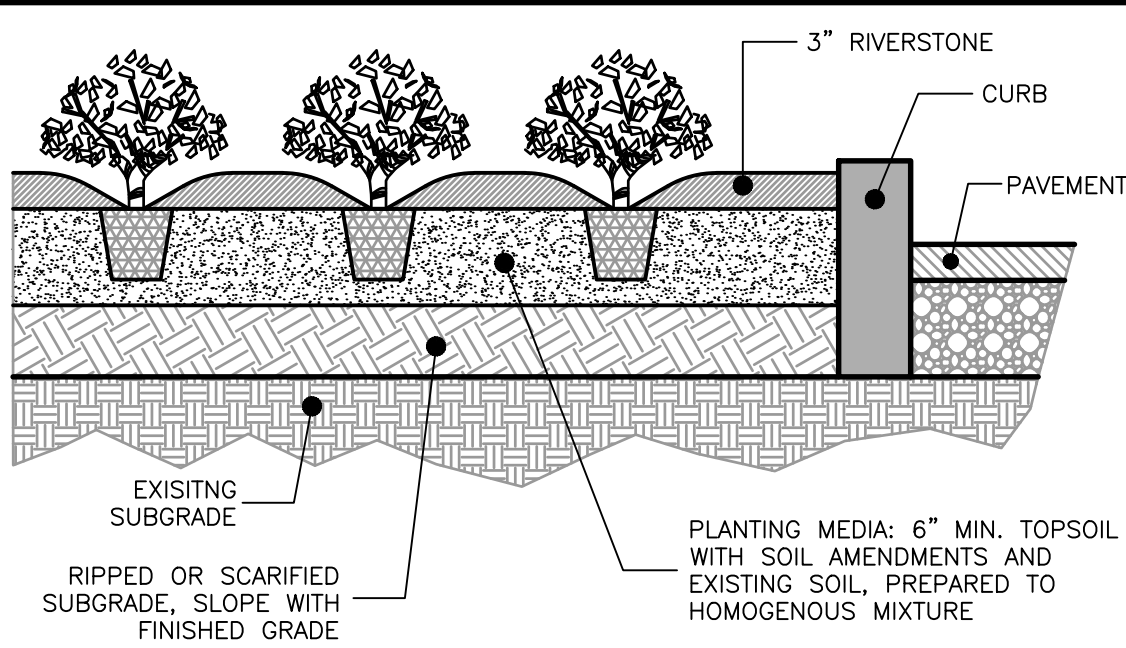
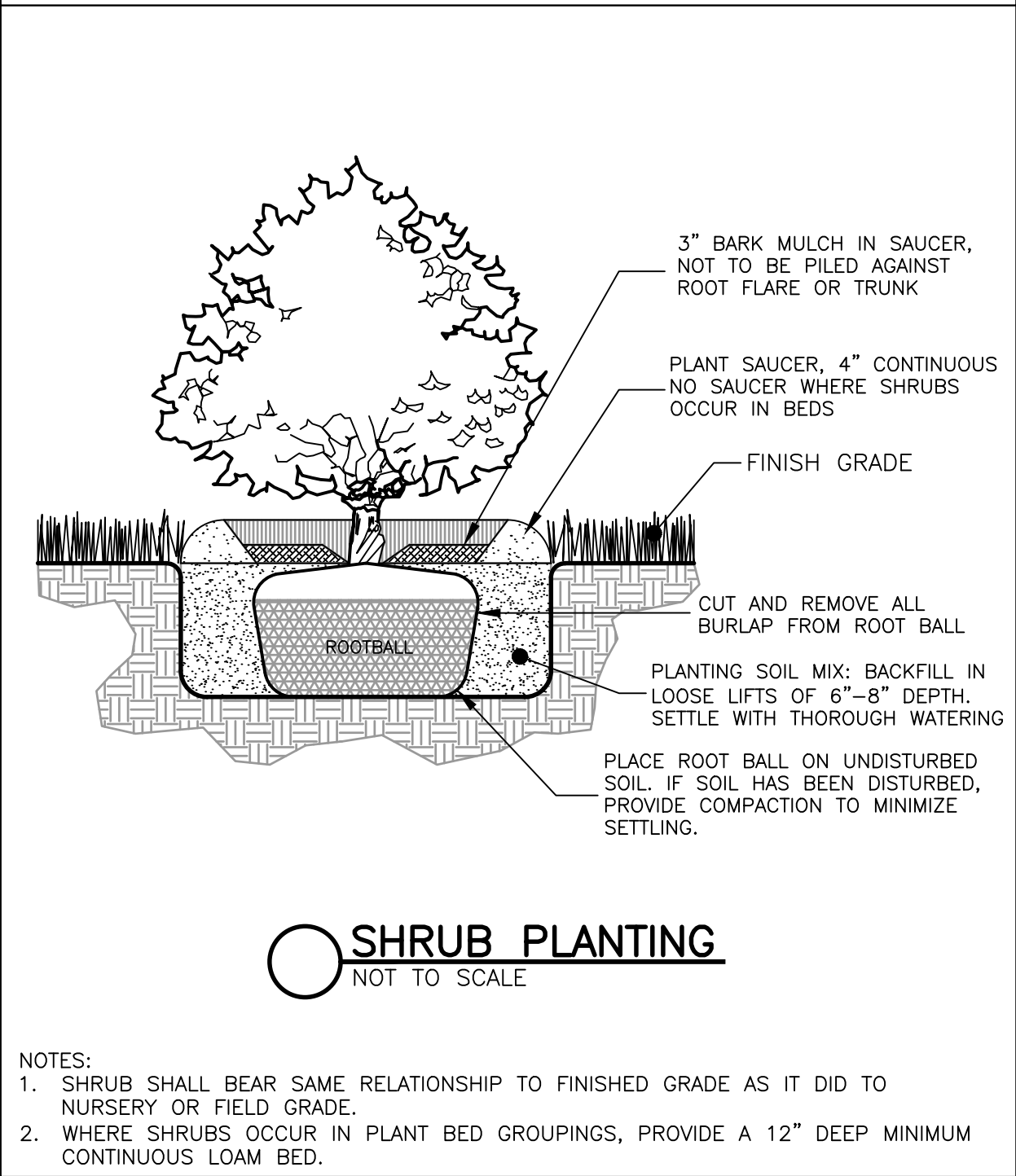
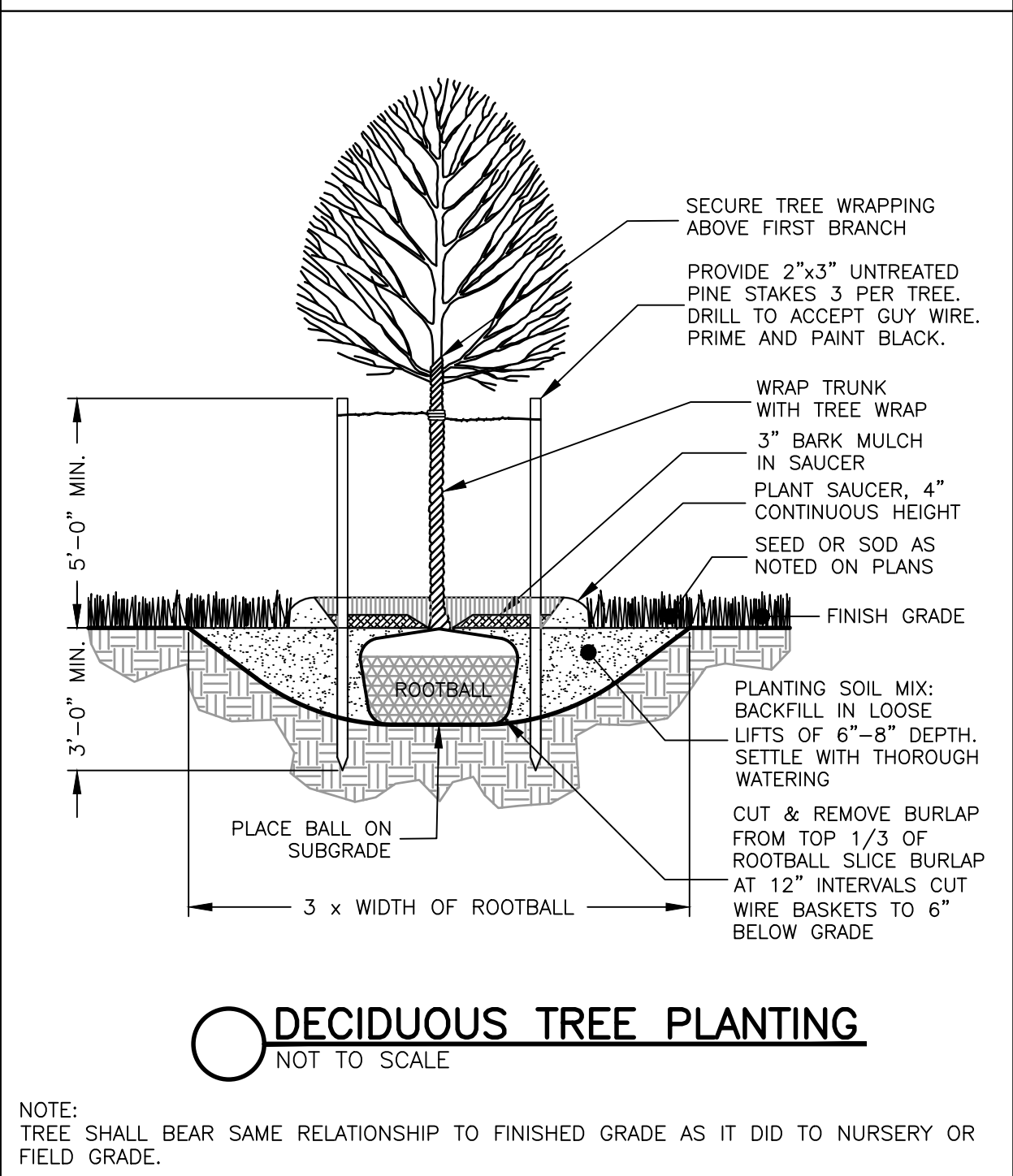
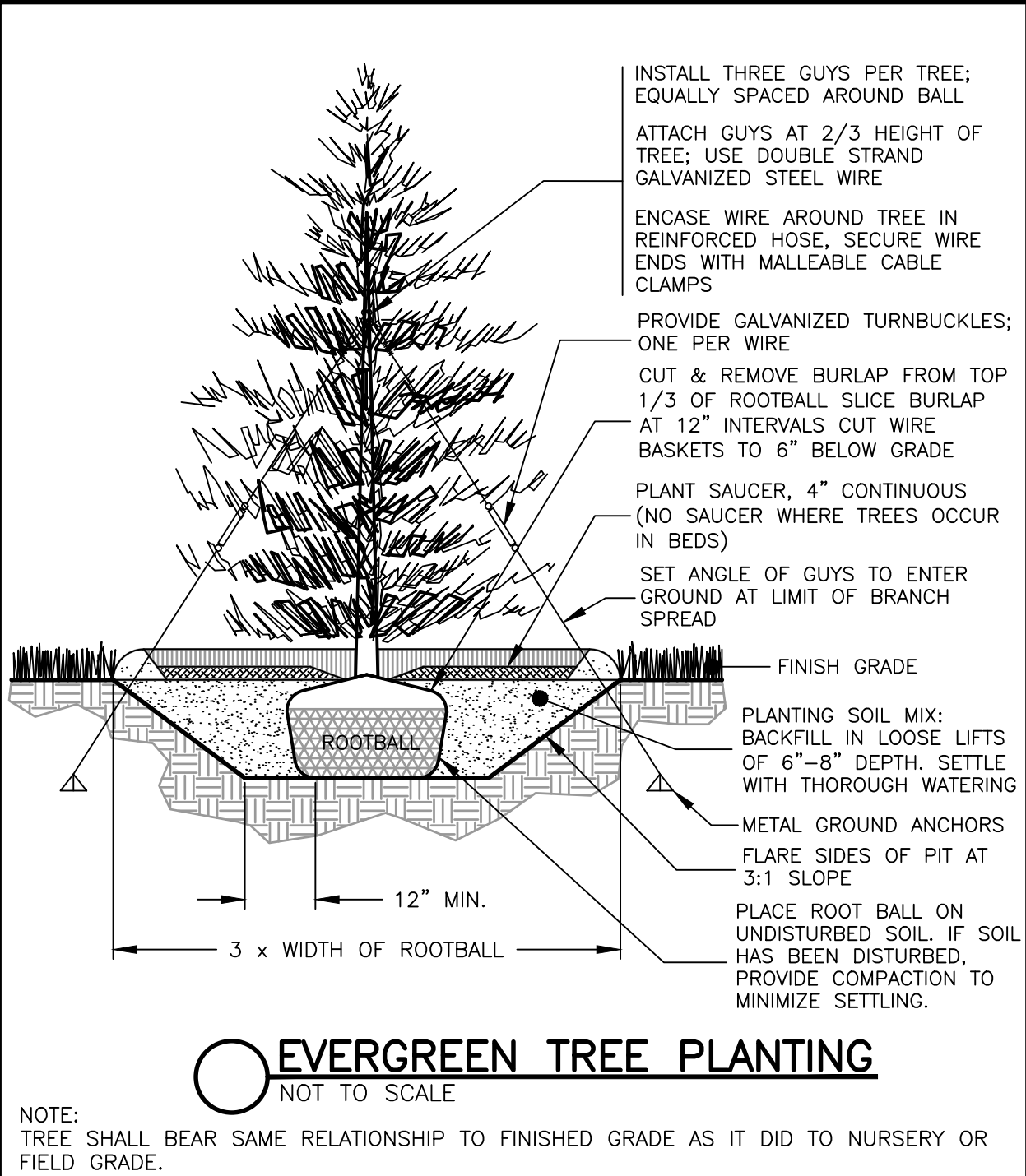
PROPOSED SITE PLAN
THE MINT DISPENSARY
768 PLEASANT STREET
BELMONT, MASS.

Seal:

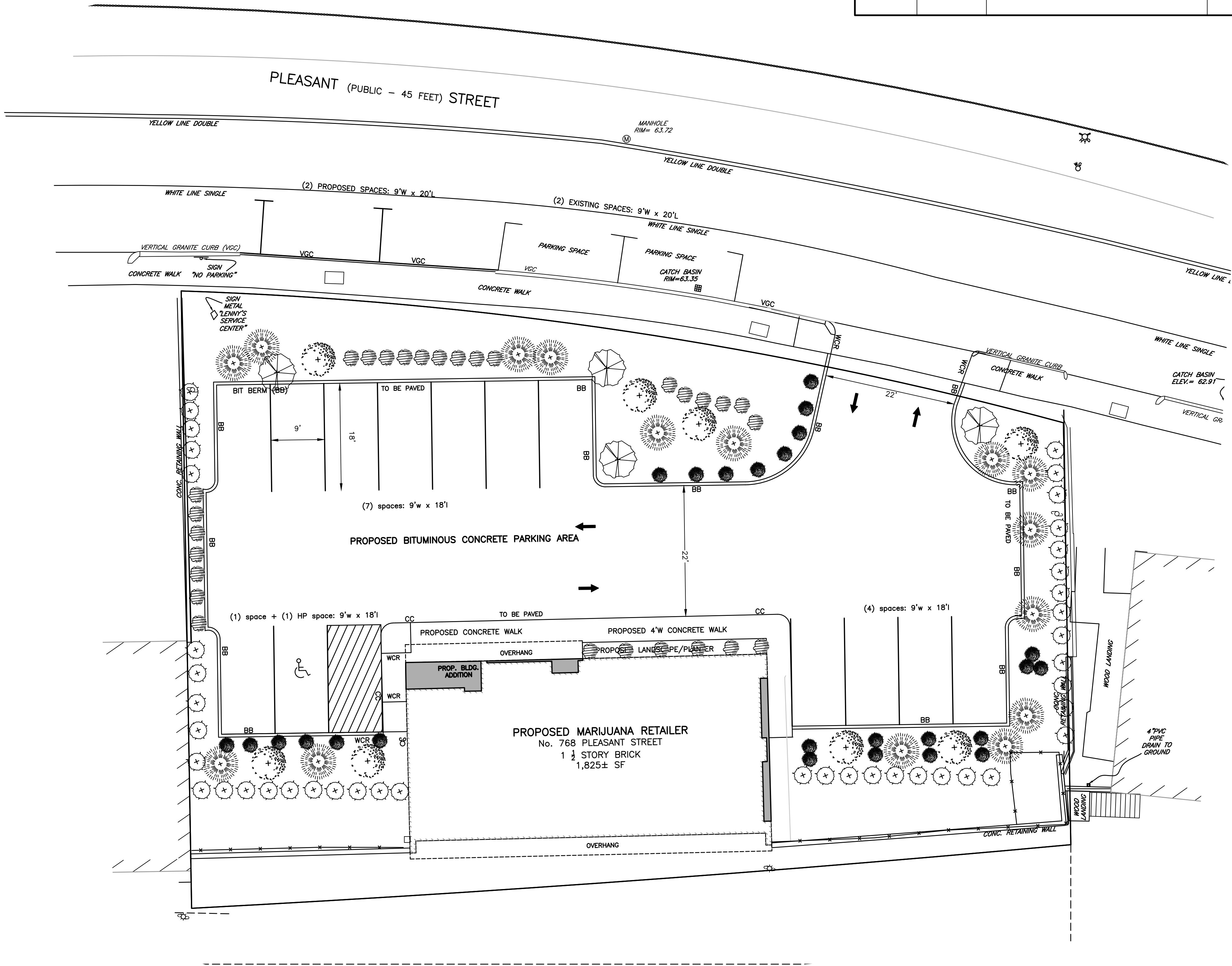
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C4

SHEET 4 OF 7



GROUND COVER PLANTING
NOT TO SCALE



PLANTING LIST				
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	NOTES
	8	BETULA Papyrifera	PAPER BIRCH	6'-8' HEIGHT
	15	PINUS Sylvestris	SCOTCH PINE	6'-7' HEIGHT
	22	BUXUS Green Gem	GREEN GEM BOXWOOD	15" HEIGHT
	42	THUJA Occidentalis	LITTLE GIANT ARBORVITAE	2'-2.5' HEIGHT
	4	TILIA Cordata	LITTLELEAF LINDEN	6'-8' HEIGHT
	25	CALAMAGROSTIS acutiflora 'KARL FOERSTER'	KARL FOERSTER REED GRASS	>7" HEIGHT

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Scale: 1"=10'
0' 5' 10' 20'
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Drawing Title:
LANDSCAPE PLAN
THE MINT DISPENSARY
768 PLEASANT STREET
BELMONT, MASS.

Seal:
Drawing No.:
C5
SHEET 5 OF 7

LOT3T160N/D10

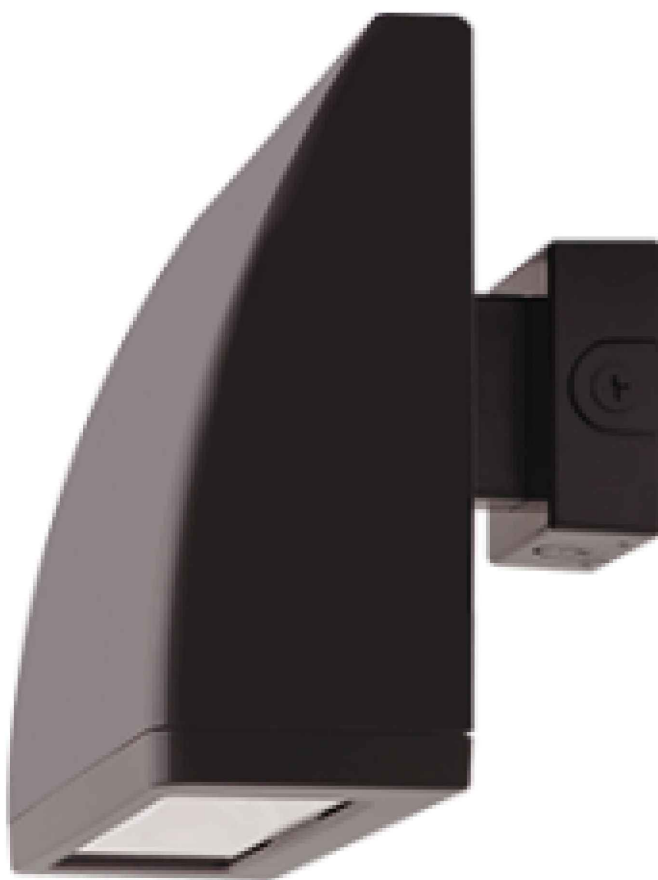


Specification grade area lights available in IES Type III distributions. For use for roadway, general parking and other area lighting applications where a larger pool of lighting is required. Best-in-class 5-G vibration rating. 5-year, limited warranty.

Color: Bronze Weight: 20.9 lbs

POLE MOUNT FIXTURE
MOUNTING HEIGHT = 18'
NOT TO SCALE

WPLEDFC104N



LED 104W Wall packs. 3 cutoff options. patent-pending thermal management system. 100,000 hour L70 lifespan. 5-year, no-compromise warranty.

Color: Bronze Weight: 26.9 lbs

WALL MOUNT FIXTURE
MOUNTING HEIGHT = 11'
NOT TO SCALE

PHOTOMETRIC LEGEND:

Denotes Isofootcandle line

GENERAL LIGHTING NOTES:

Illuminance values shown are proposed maintained horizontal footcandles on level grade.

Photometric analysis does not consider any existing illuminance, shadow or reflected light from existing or proposed objects and grade differences.

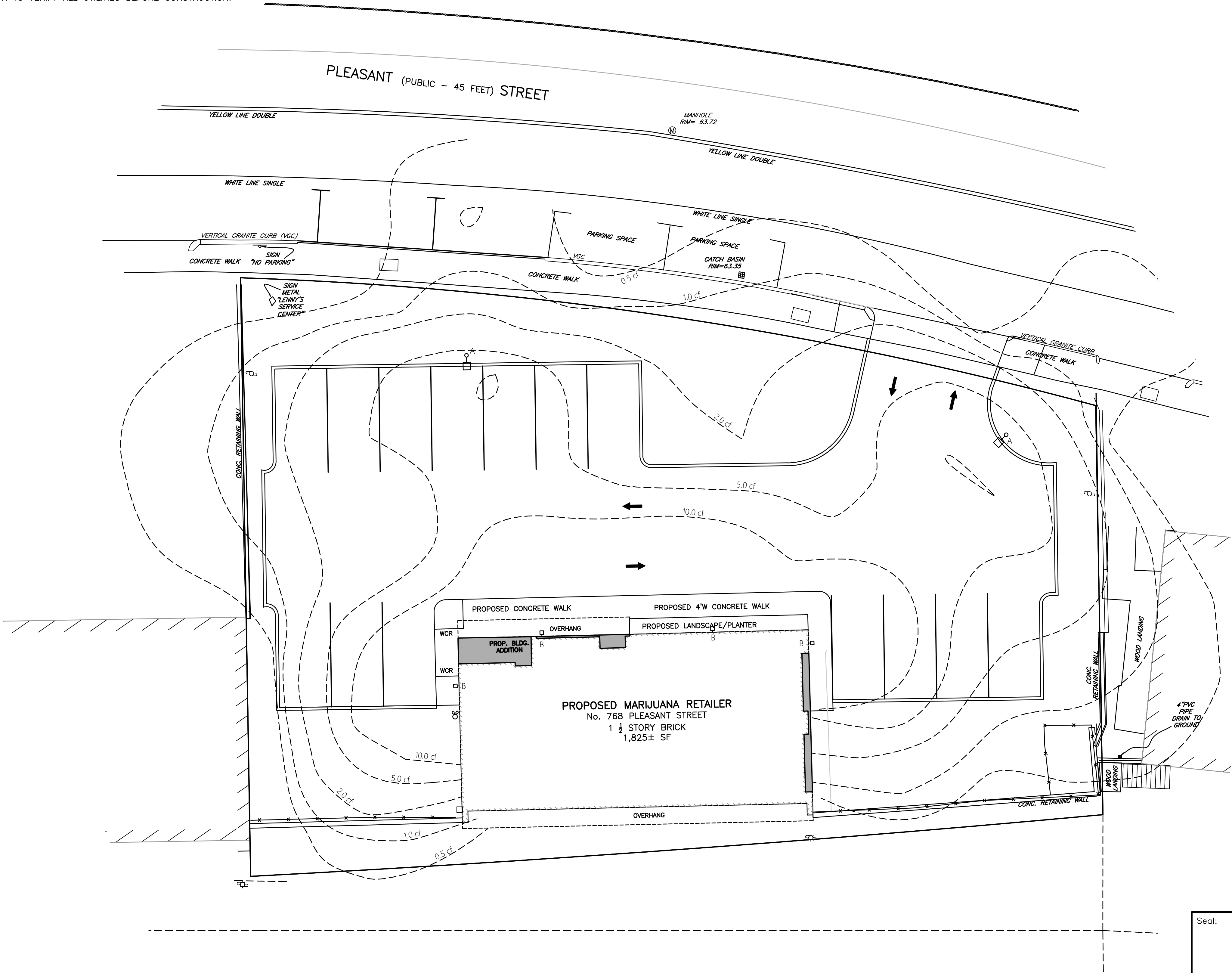
Horizontal illuminance levels shown are calculated from data provided from manufacturer in accordance with the Illuminating Engineering Society approved methods.

Actual illuminance levels may differ due to several factors such as lamp lumen depreciation, luminaire dirt depreciation, luminaire surface depreciation, and equipment operating factor.

Contractor to verify all utilities before construction.

LUMINAIRE SCHEDULE

Callout	Symbol	Model	Volts	Quantity
A		RAB LIGHTING INC., LOT3T160N	120V 1P	2
B		RAB LIGHTING INC., WPLEDFC104N	120V 1P	4



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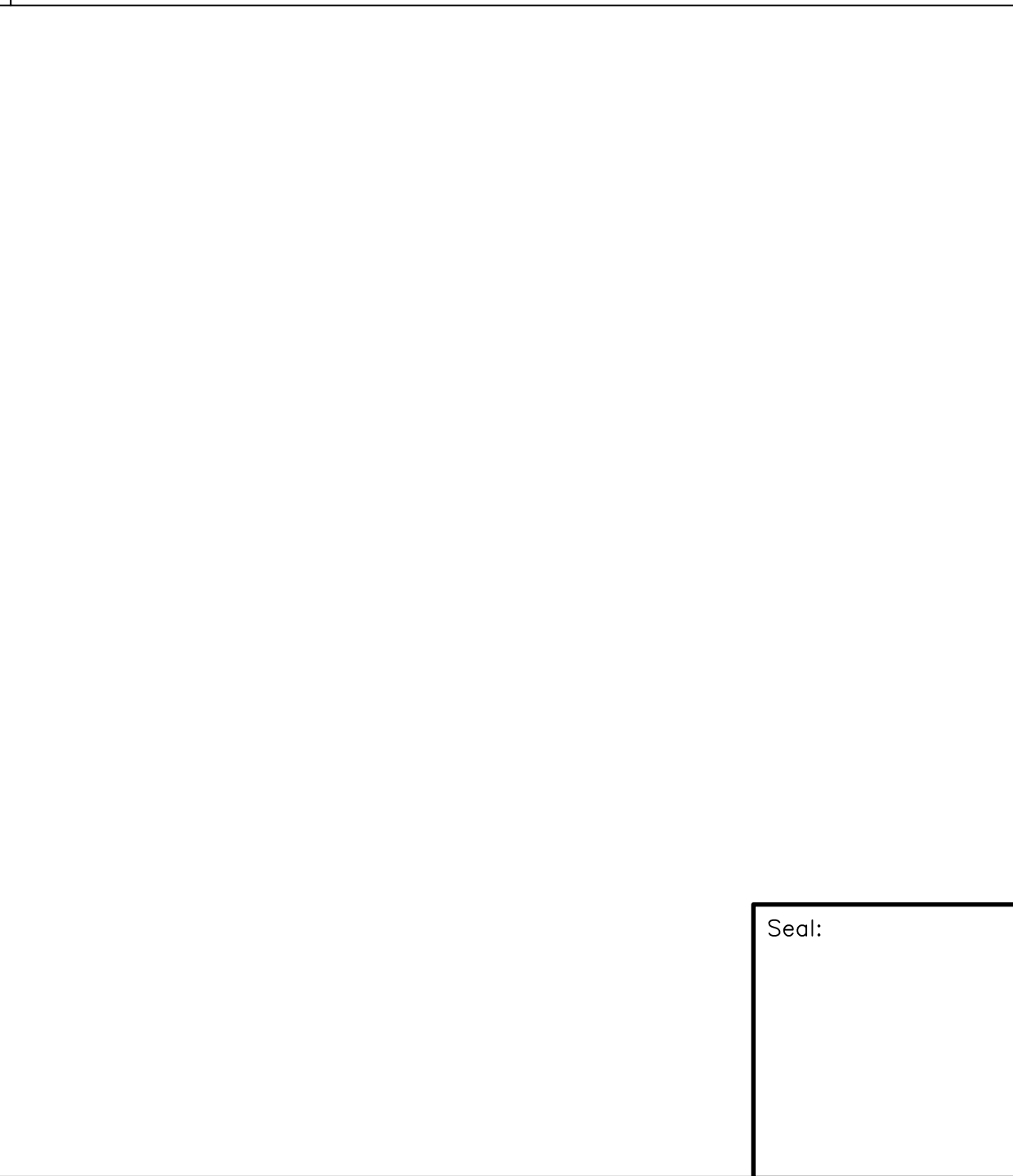
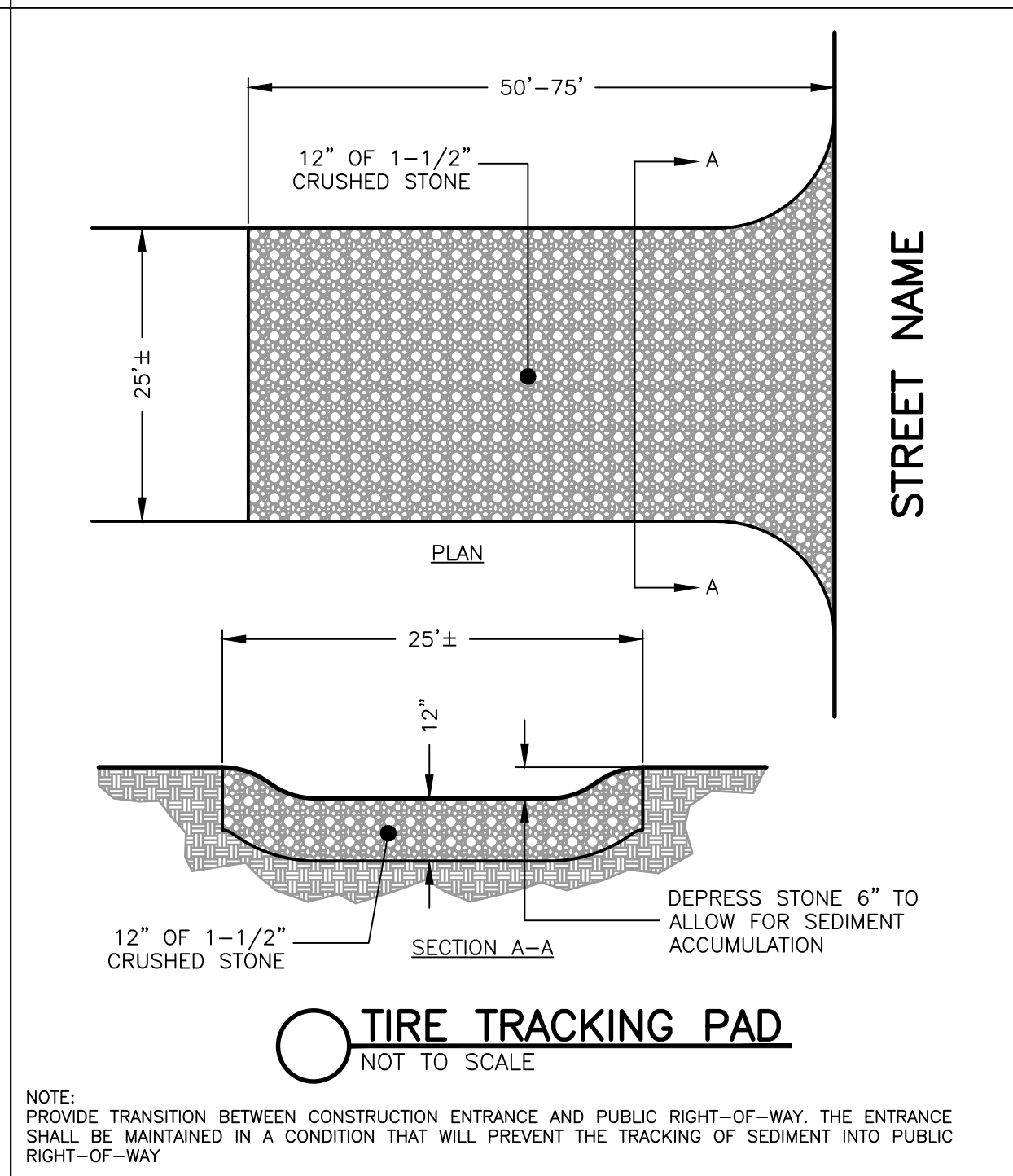
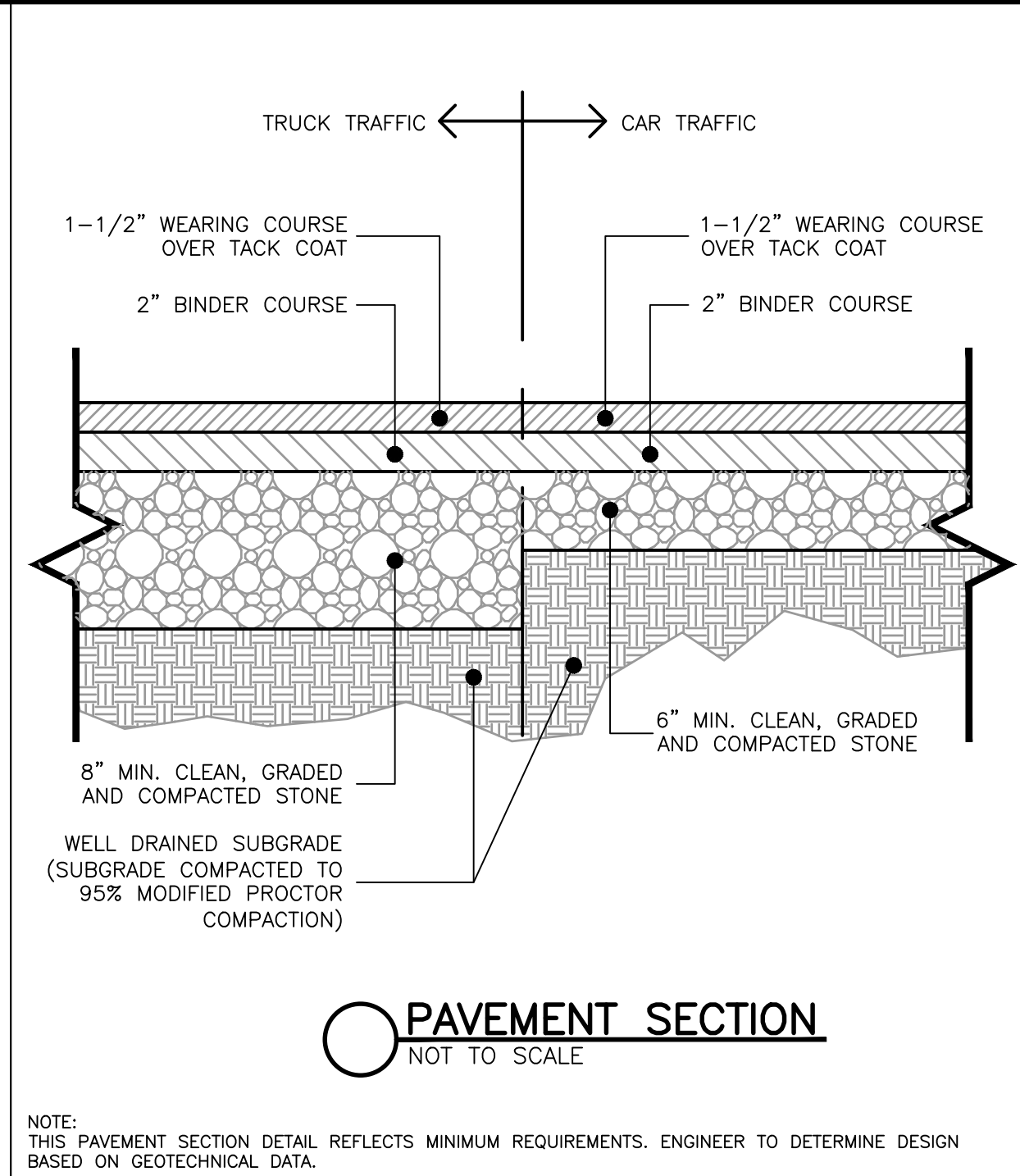
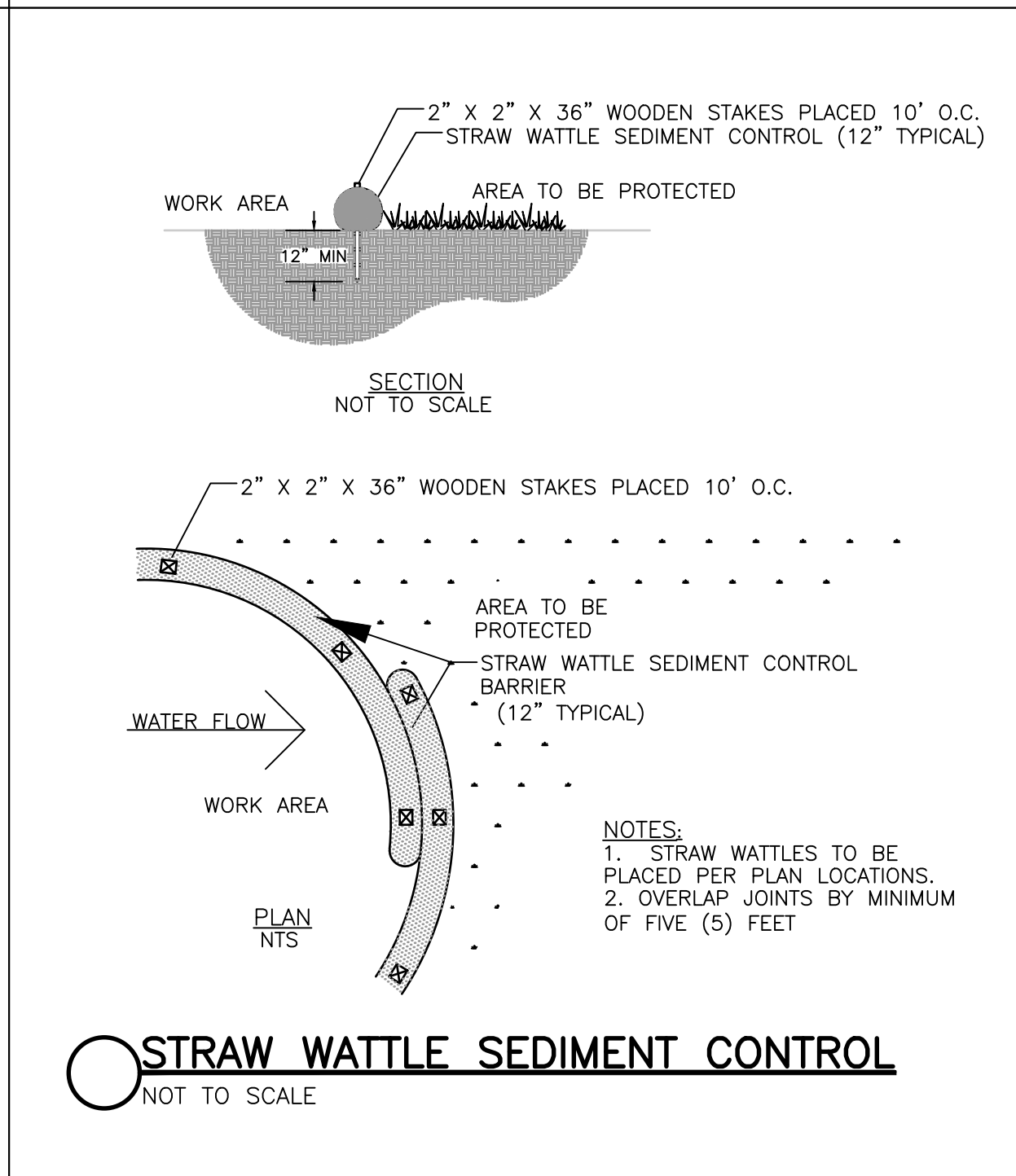
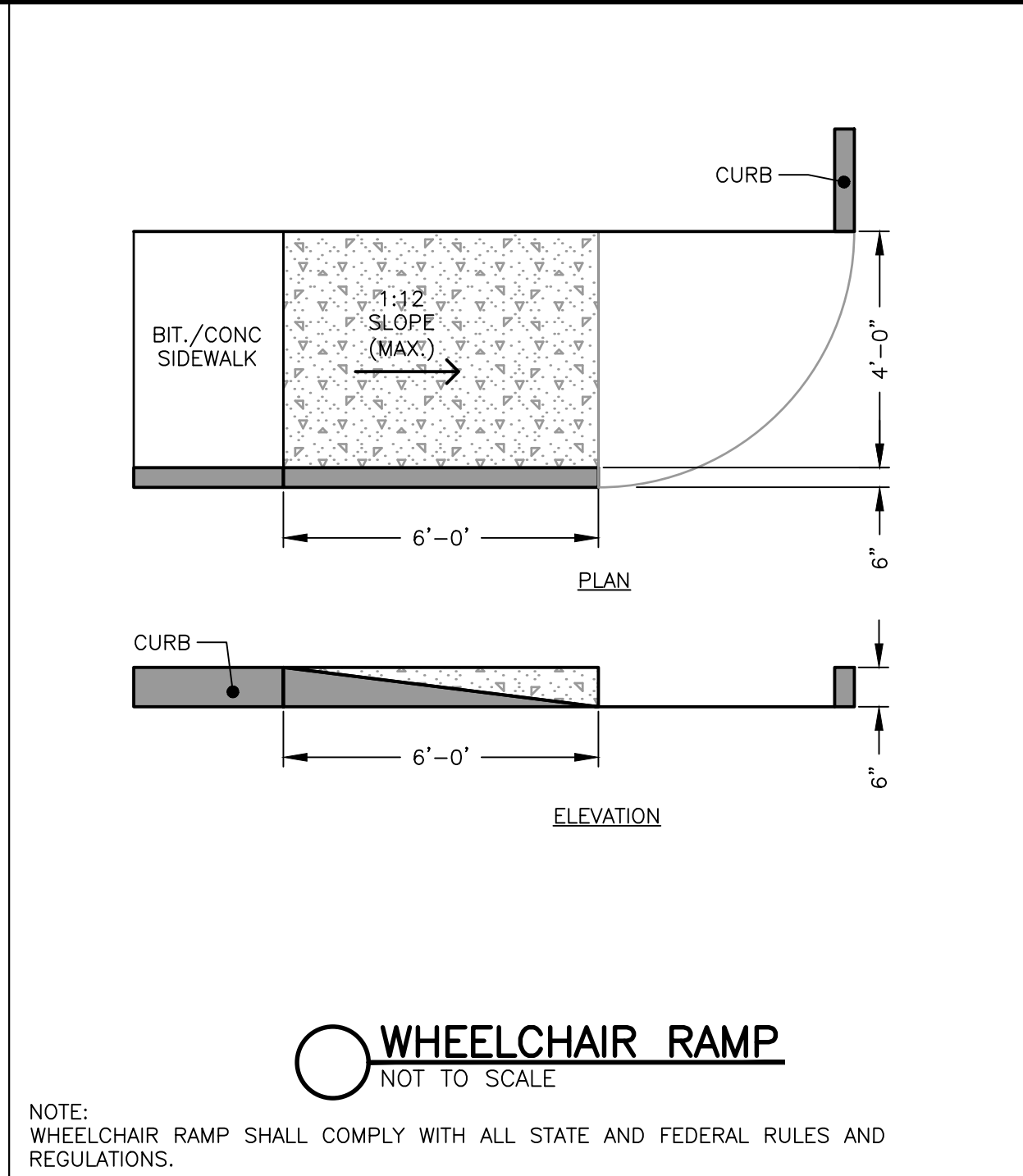
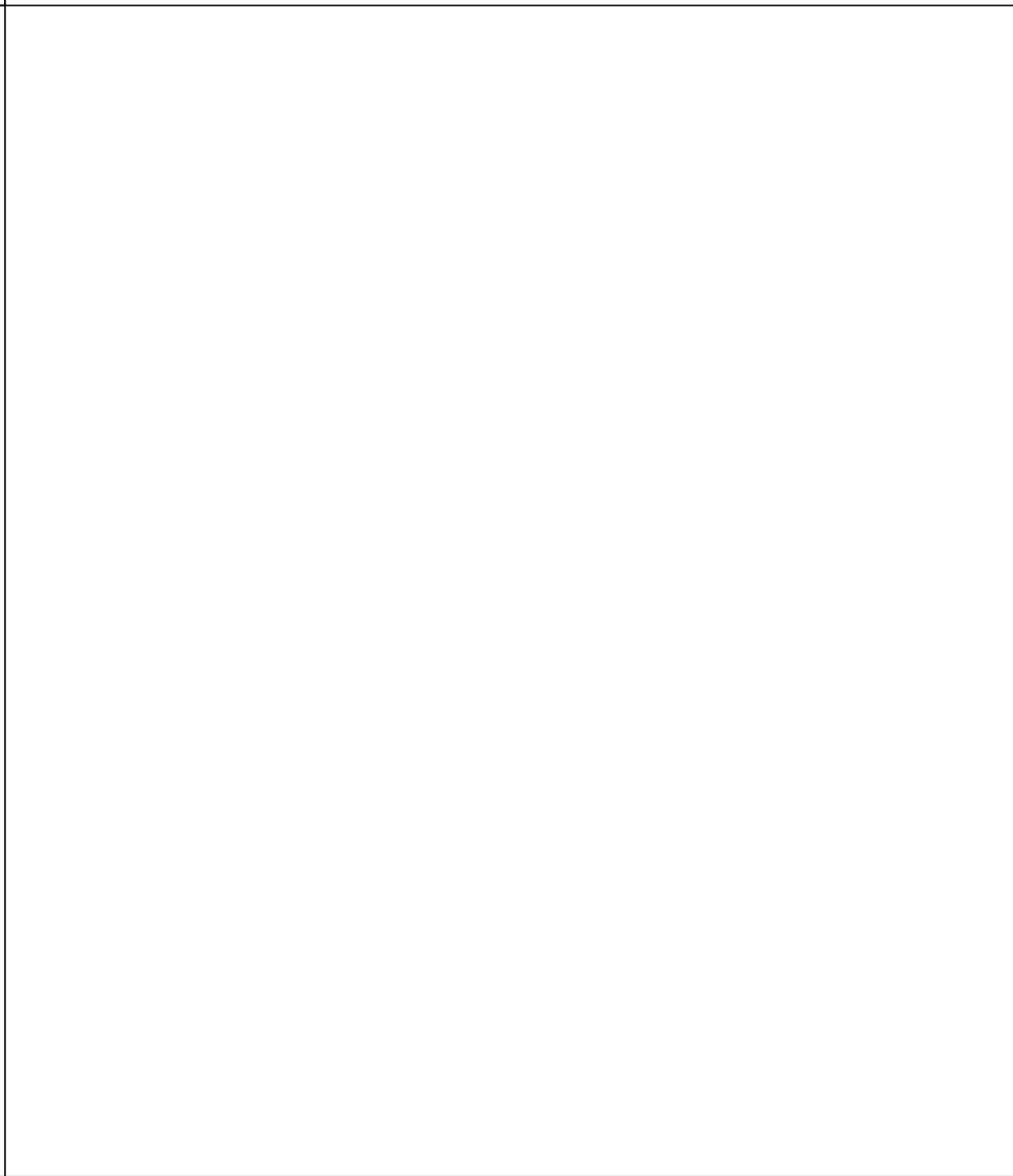
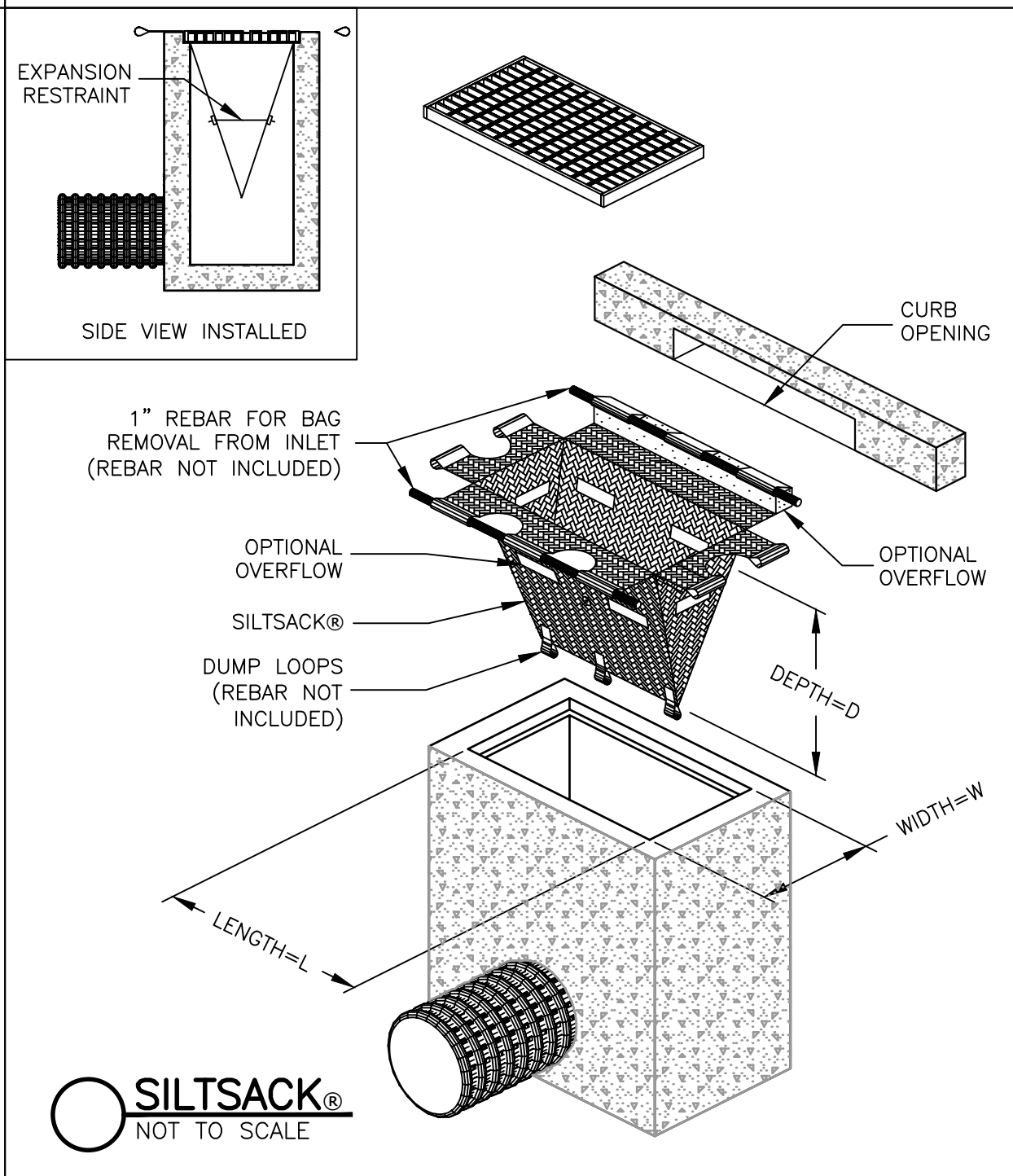
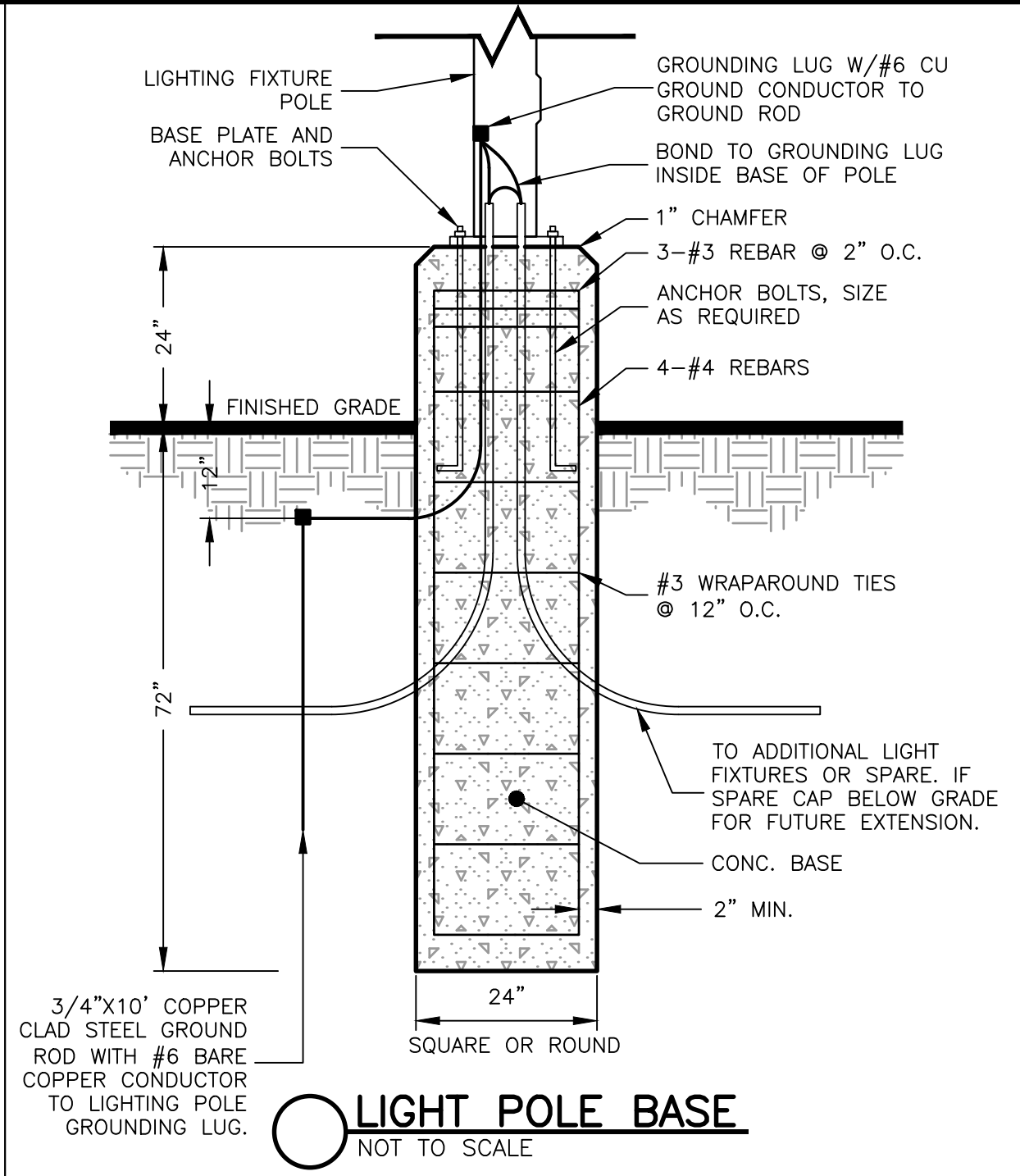
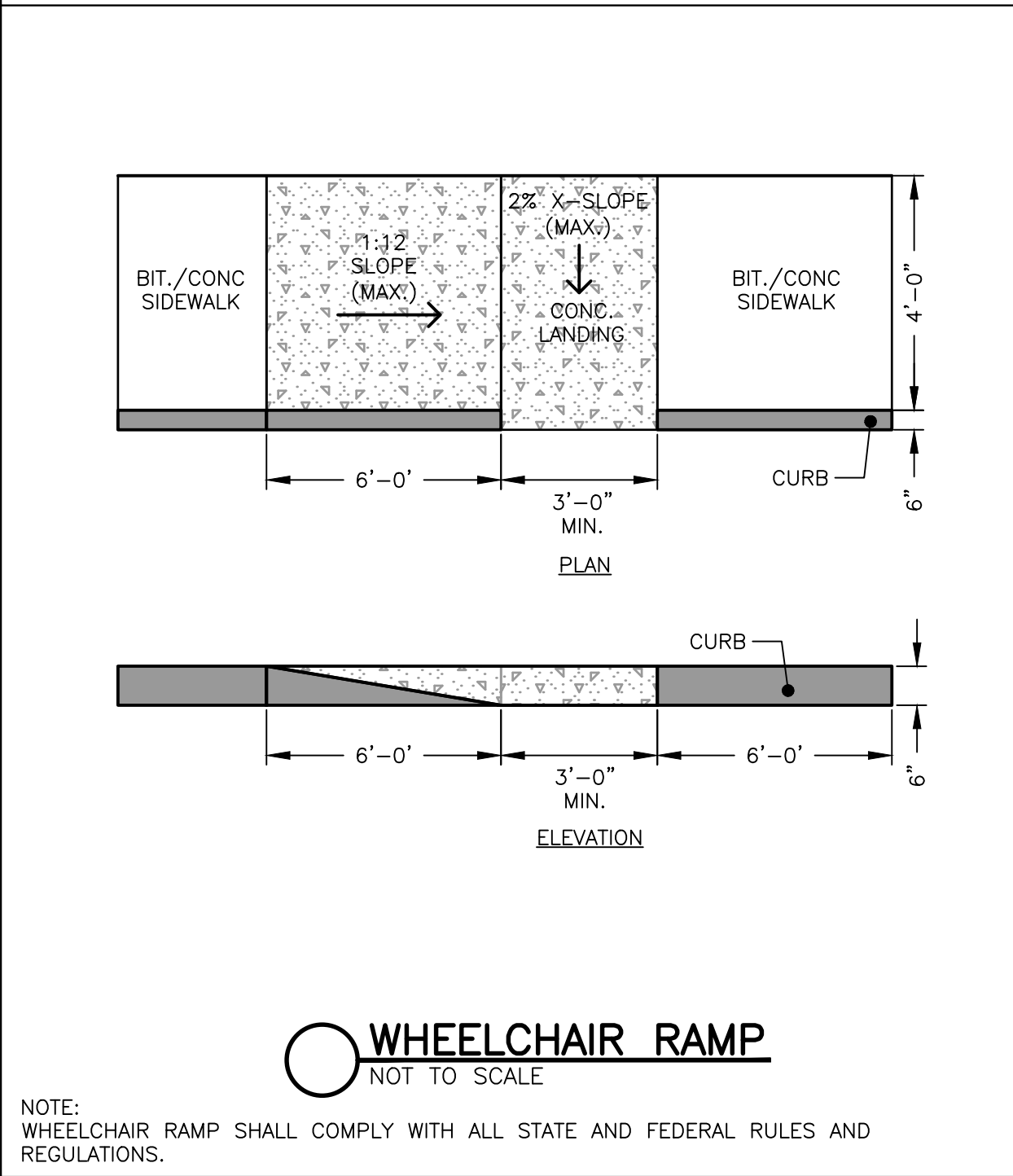
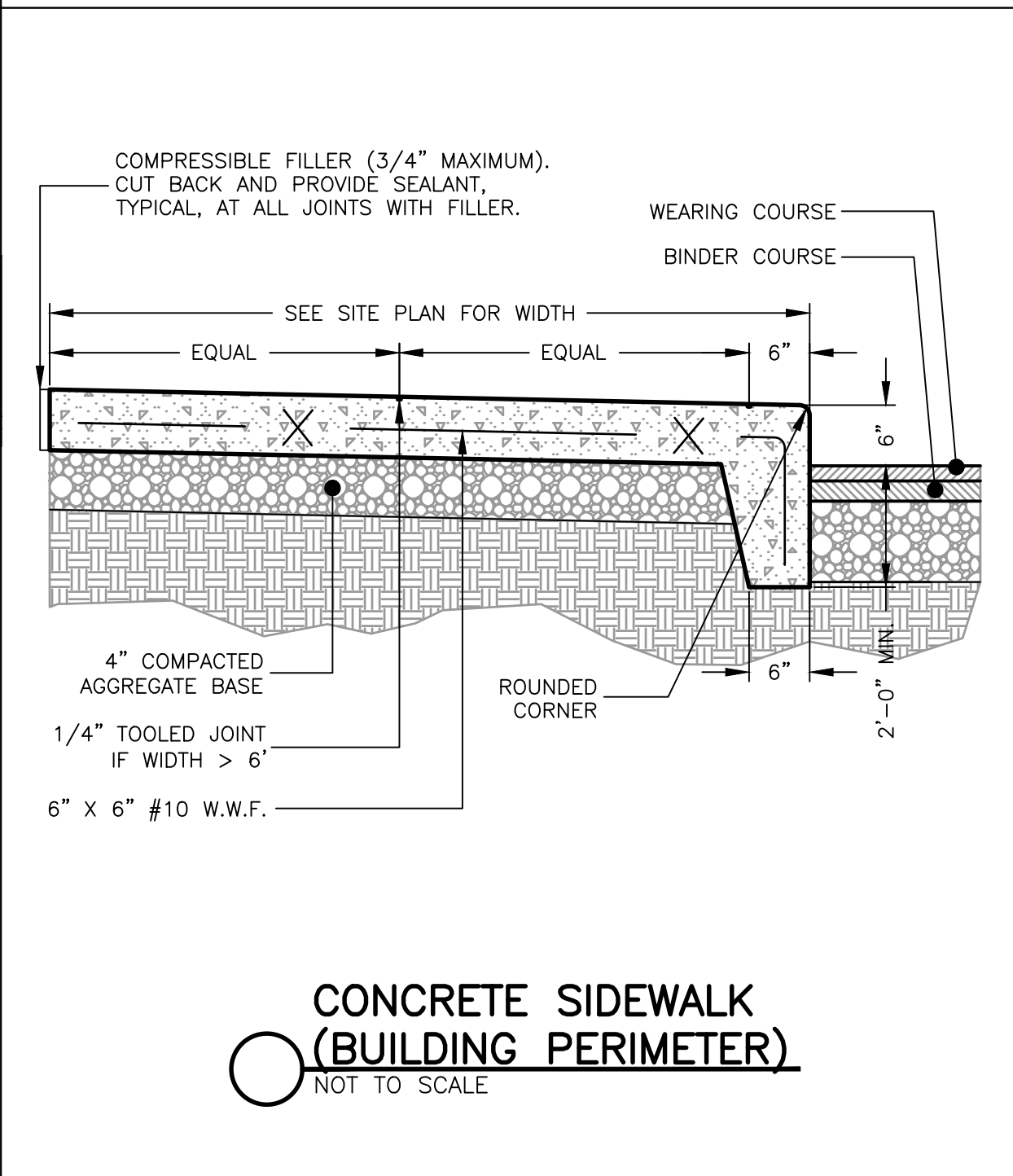
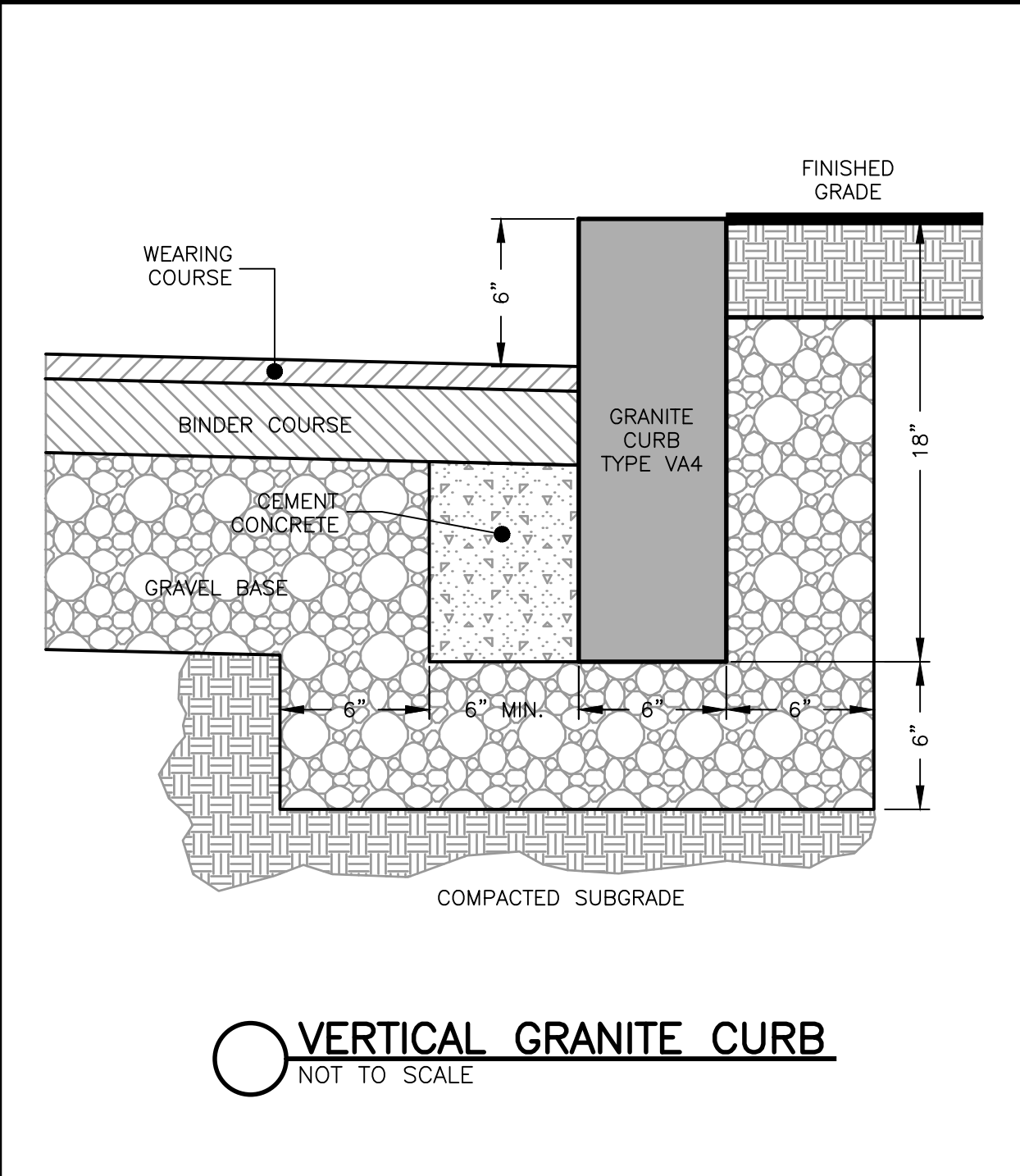
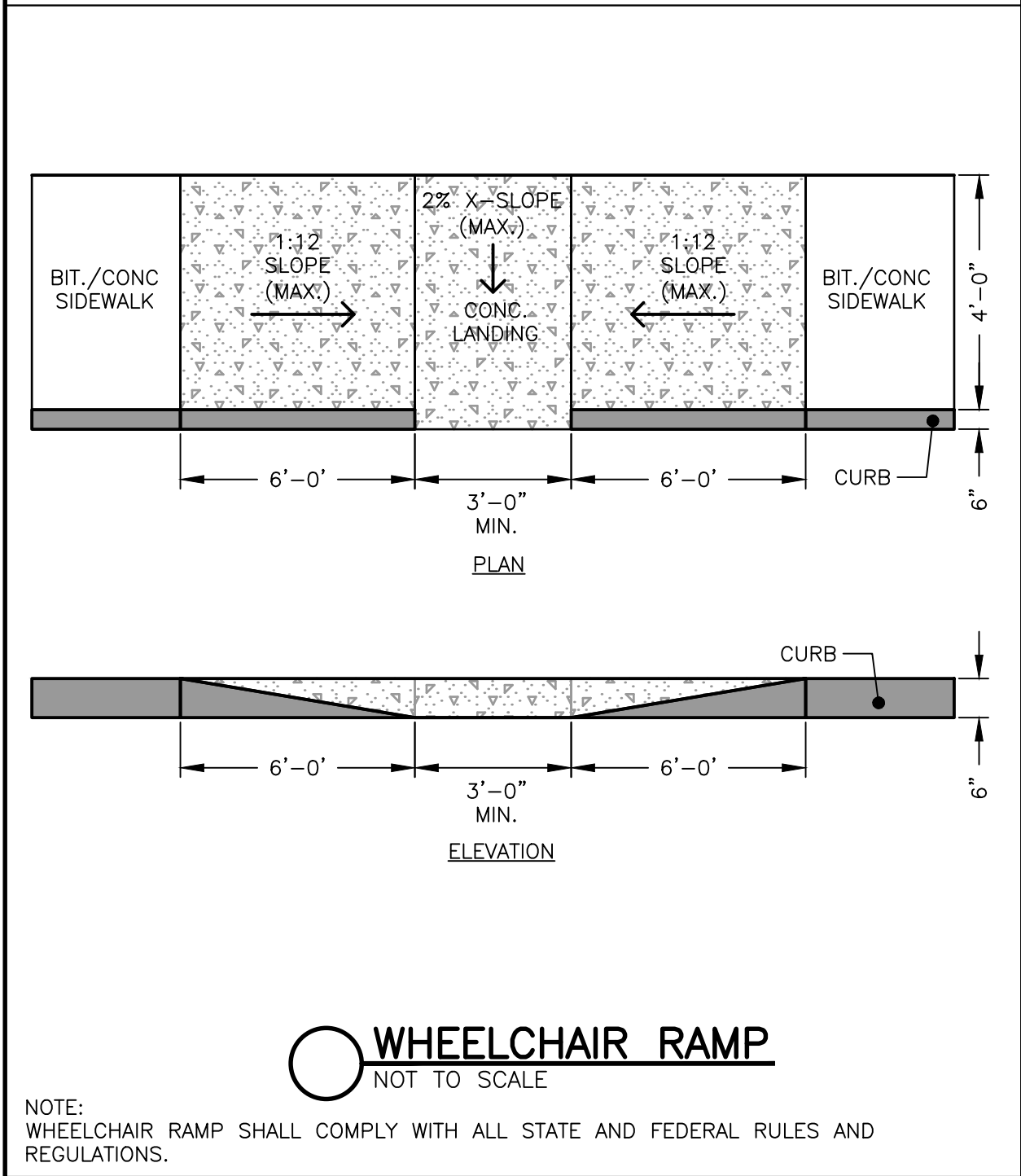
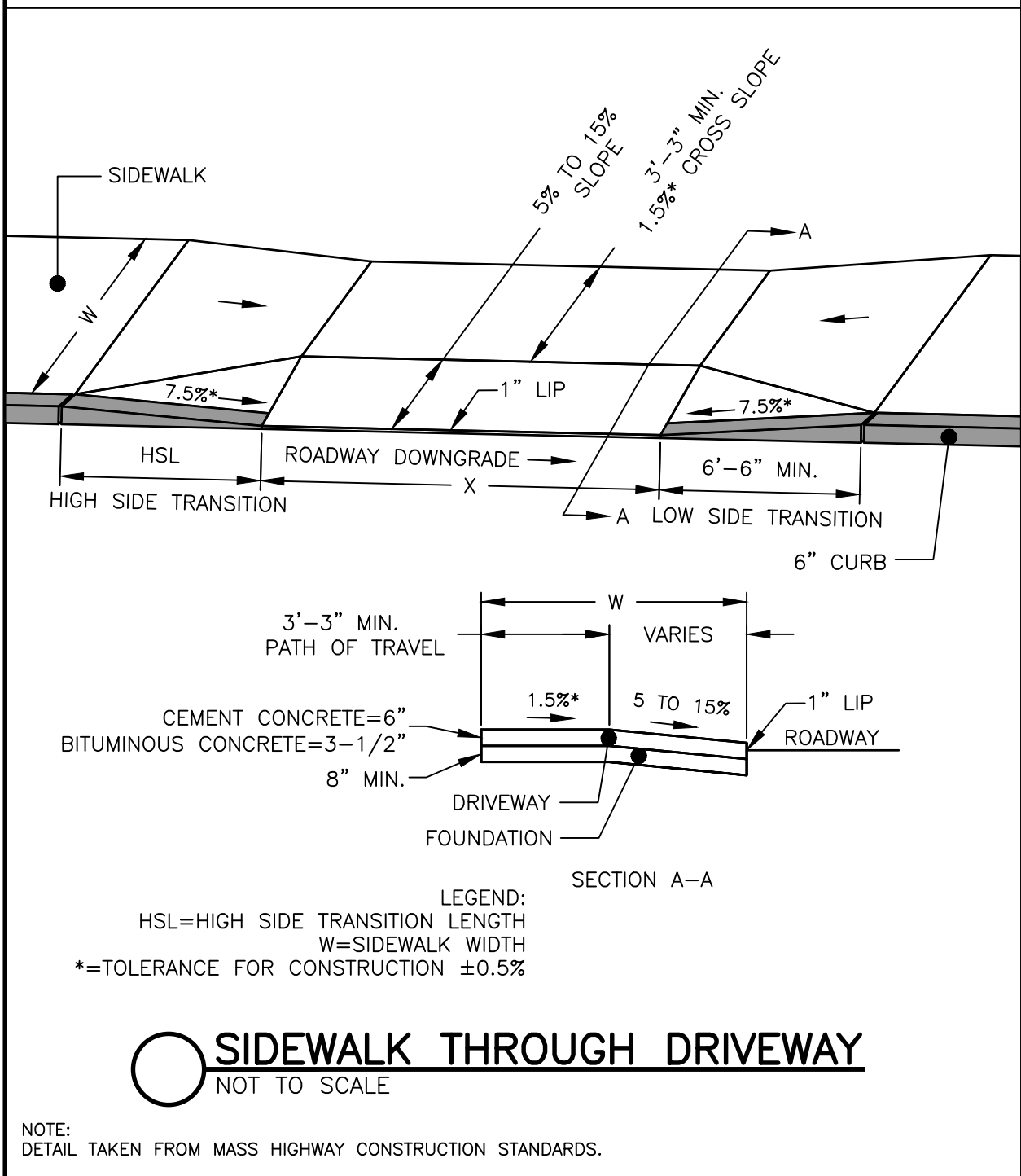
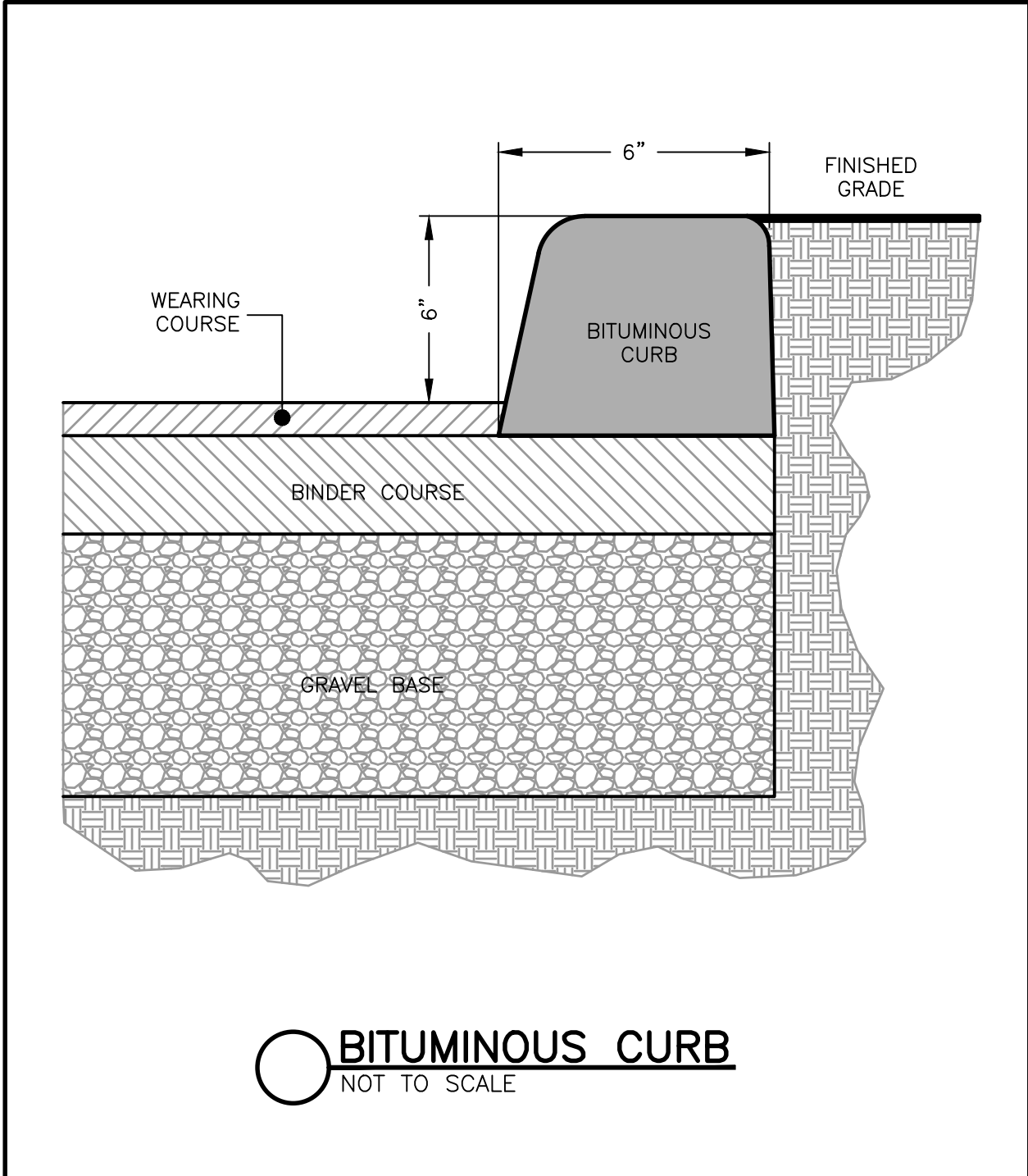
Drawing Title:

LIGHTING PLAN
THE MINT DISPENSARY
768 PLEASANT STREET
BELMONT, MASS.

Seal:

Drawing No.:

C6



Prepared For:

Applicant:

Prepared By:

Design By:

Drawn By:

Checked By:

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Scale: 1"=10'

0' 5' 10' 20'

Date: February 16, 2021

DETAILS

THE MINT DISPENSARY

768 PLEASANT STREET

BELMONT, MASS.

Seal:

Drawing No.:

C7

SHEET 7 OF 7



COMPANY OVERVIEW

themintcannabis.com

SAFE HARBOR

Cautionary Note Regarding Forward-Looking Statements and Future-Oriented Financial Information

Achievement of The MINT Dispensary's (the "Company") business plan involves significant risk. Certain information included in this presentation, including any information as to future financial results, share value, or operating performance and other statements that express expectations or estimates of future performance, constitute 'forward-looking statements' within the meaning of the United States Private Securities Litigation Reform Act of 1995 and applicable Canadian securities laws. For example, statements about expected timelines for business acquisition and launches, finalizing contractual arrangements, market growth and size, Company strategies and objectives, future revenues, targeted EBITDA and profits, the Company's retail store, cultivation and processing expansion program, the Company's future product lines are all forward-looking statements. Forward-looking statements are necessarily based upon a number of estimates, assumptions, expectations and projections that, while considered reasonable by management, are inherently subject to significant business, economic and competitive uncertainties and contingencies. Generally, forward-looking information can be identified by use of words such as "outlook", "objective", "may", "could", "would", "will", "expect", "intend", "estimate", "forecasts", "project", "seek", "anticipate", "believes", "should", "plans" or "continue", and other similar terminology. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual financial results, performance or achievements to be materially different from the estimated future results, performance or achievements expressed or implied by those forward-looking statements and the forward-looking statements are not guarantees of future performance. Prospective investors should carefully consider the risk factors described under "Risk Factors" in the Listing Statement and other public filings with the Canadian Securities Exchange before investing in the Company and purchasing the Company's securities. Although the Company has attempted to identify important risks and factors that could cause actual actions, events or results to differ materially from those described in forward-looking information, there may be other factors and risks that cause actions, events or results not to be as anticipated, estimated or intended. Except as required by law, the Company disclaims any obligation to update or revise any forward-looking statements, whether as a result of new information, events or otherwise. All subsequent oral or written forward looking statements attributable to the Company or any of its directors, officers or employees or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statements above. Readers are cautioned not to put undue reliance on these forward-looking statements. Historical statements contained in this document regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. In particular, historical results should not be taken as a representation that such trends will be replicated in the future. No statement in this document is intended to be nor may be construed as a profit forecast. To the extent any forward-looking information in this presentation constitutes "future-oriented financial information" or "financial outlooks" within the meaning of applicable Canadian securities laws, such information is being provided to demonstrate the potential benefits of the Company dispensary and expansion, and the reader is cautioned that this information may not be appropriate for any other purpose and the reader should not place undue reliance on such future-oriented financial information and financial outlooks. Future-oriented financial information and financial outlooks, as with forward-looking information generally, are, without limitation, based on the assumptions and subject to the risks set out herein. The Company's results of operations and estimated EBITDA may differ materially from management's current expectations. Such information, if presented, is presented for illustrative purposes only and may not be an indication of the Company's actual results of operations or earnings.

Cannabis-Related Practices or Activities are Illegal Under U.S. Federal Laws

The focus of The MINT Dispensary's business is the cannabis industry. The concepts of "medical cannabis" and "recreational cannabis" do not exist under U.S. federal law.

The U.S. Federal Controlled Substances Act classifies "marihuana" as a Schedule I drug. Accordingly, cannabis-related practices or activities, including without limitation, the manufacture, sale, importation, possession, use or distribution of cannabis and its derivatives are illegal under U.S. federal law and the enforcement of the relevant laws poses a significant risk. These laws and their enforcement are in flux and vary dramatically from jurisdiction to jurisdiction. The enforcement of these laws and its effect on the Company and its business, employees, directors and shareholders are uncertain, and accordingly, involve considerable risk. Strict compliance with state laws with respect to cannabis will neither absolve the Company of liability under U.S. federal law, nor will it provide a defense to any federal proceeding which may be brought against the Company. Any such proceedings brought against the Company may adversely affect the Company's operations and financial performance. See "Risk Factors-Cannabis is a Controlled Substance under the United States Federal Controlled Substances Act" in the Listing Statement as filed with the Canadian Securities Exchange.

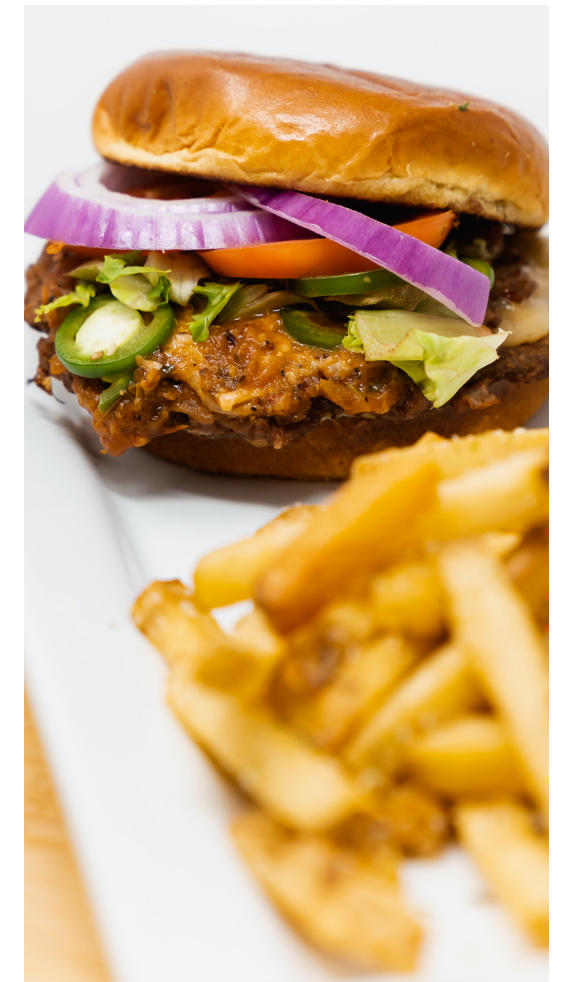
Cautionary Note to United States Investors

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY, INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR BY ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES OR ANY CANADIAN PROVINCIAL SECURITIES REGULATOR PASSED ON THE ACCURACY OR ADEQUACY OF THIS PRESENTATION. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PIONEERS IN THE INDUSTRY



In addition to giving patients in Arizona the widest array of medicinal cannabis products under one roof, we can now provide fresh meals and food options, which is important for seriously ill patients who are turning to medicinal cannabis to address a variety of illnesses, from cancer and epilepsy to Alzheimer's disease.



FIRST CUSTOM ORDER KITCHEN



THE FIRST AND ONLY
'MADE-TO-ORDER'
MARIJUANA INFUSED
KITCHEN IN THE U.S.

A robust and versatile
menu of 30-40
available items.
From pizza and
hamburgers to vegan
options and sugar-free
baked goods.
*Due to state law, consumers
cannot consume the
product on site.*



BRANDS & PRODUCTS

WTF

SofaKing

Angry Errol

Twisted Daze

The Vault





MANUFACTURING & **CULTIVATION**

- High-tech cultivation
- Medical grade facility utilizes methods & principles of Controlled-Environment Agriculture (CEA)
- HEPA filters, carbon filters, and UV light continuously purify air and prevent odors from being detected outside of facility
- Automated (hydroponic) fertigation system
- Electronically Monitored and Remotely Controlled Climate Controls



Metrics

May 2021



Revenue

\$2.1 M
in May

\$70
per transaction
net of taxes



Transactions

30,347
of transactions

Average per day
1,000



- Innovative design
- Open concept kitchen
- Show grow visible from sales floor



GUADALUPE/ TEMPE

FLAGSHIP LOCATION



Retail

Cultivation

Extraction

Manufacturing

- Largest dispensary in Arizona
 - Over 12,000 square feet
 - 23 point-of-sale consumer checkouts
 - First and only 'made-to-order' marijuana infused Kitchen
 - Drive-Thru
- Capacity to service
 - 2,500 - 3,000 customers per day.
- On-site cultivation, manufacturing and extraction.
 - High-tech cultivation with medical grade methods and principles of Controlled Environment Agriculture (CEA)



Metrics

May 2021



Revenue

\$1.6 M
in May

\$70
per transaction
net of taxes



Transactions

23,000
of transactions

Average per day
700

MESA

Retail

- Second dispensary in Arizona
 - 1,650 square feet
 - 15 point-of-sale consumer checkouts
- Proven business model and strategic high-traffic location



Metrics

May 2021



Revenue

\$1.25 M
in May

\$65
per transaction
net of taxes



Transactions

19,000
of transactions

Average per day
630



NORTH PHX / BELL RD



Retail

- Third dispensary in Arizona
- 5,000 square feet
- 23 point-of-sale consumer checkouts
- Proven business model and strategic high-traffic location



NEW ARIZONA

Retail Locations 4 and 5



Location	LICENSE TYPE	OPEN DATE
75th Ave & I-10	Retail	Q1/22

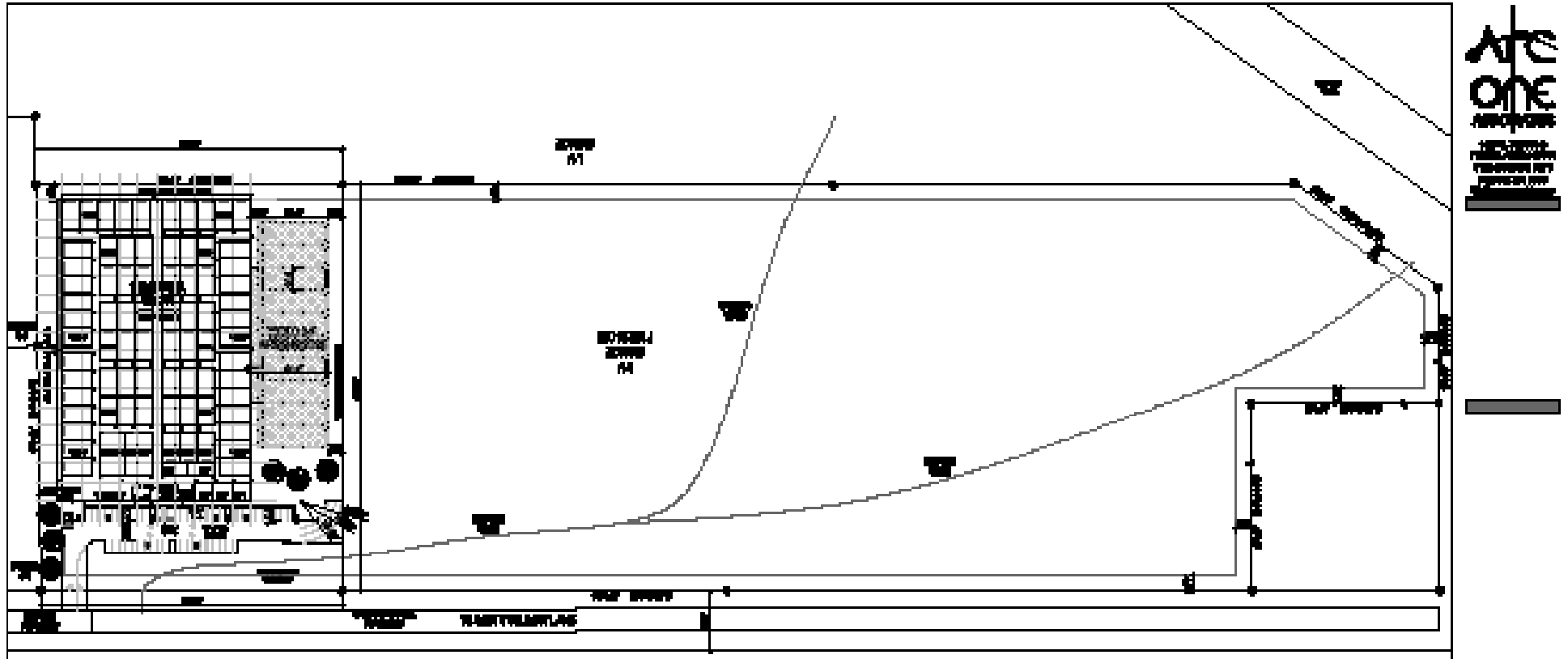
Daily Traffic total of 270K vehicles per day.

Location	LICENSE TYPE	OPEN DATE
I-17 & Northern	Retail	Q1/22

Daily Traffic total of 240K vehicles per day.



Large Scale Cultivation



- 100,000 sqft Indoor
- 25,000 sqft Greenhouse

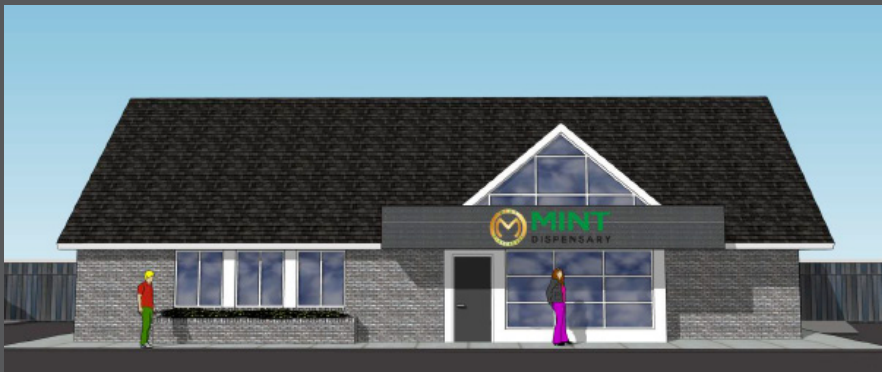
MASSACHUSETTS

PITTSFIELD, MA



5,500 SqFt
Retail Facility
4,300 SqFt
Manufacturing Facility

BELMONT, MA



2,500 SqFt
Retail Facility

PALMER, MA



40,000 SqFt
Cultivation Facility

MICHIGAN

COLDWATER, MI



3,500 SqFt
Dispensary Facility

PORTAGE, MI



5,000 SqFt
Dispensary Facility

KALAMAZOO, MI



3,500 SqFt
Dispensary Facility

MONROE, MI



3,500 SqFt
Dispensary Facility

CLARE, MI



24,000 SqFt
Cultivation Facility

MISSOURI

St. Peters, MO



5,000 SqFt
Dispensary Facility



BEFORE



AFTER



Contact Us

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