

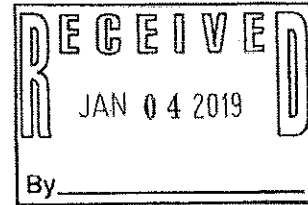
VICENTE SEDERBERG

BOSTON | DENVER | JACKSONVILLE | LOS ANGELES LLC

2 SEAPORT LANE, 11TH FLOOR
BOSTON, MA 02210
TEL: 617.934.2121

January 4, 2019

Cannabis Control Commission
Medical Use of Marijuana Program
101 Federal Street, 13th Floor
Boston, MA 02110



Re: Response to the Medical Use of Marijuana Program's December 19, 2018 Request for Information from Emerald Grove, Inc.

To Whom It May Concern:

On behalf of Emerald Grove, Inc. ("**Emerald Grove**"), we are writing in response to the Medical Use of Marijuana Program's (the "**Program**") December 19, 2018 Request for Information: The Program requested the following information and Emerald Grove responds in kind:

1. **Program Request:** *Please clarify whether multiple tenants will be occupying the building where Emerald Gove will be leasing its site in Eastham*

Emerald Grove Response: Emerald Grove will be operating its business from premises which are the subject of a lease from Emerald Nominee Realty Trust of a condominium unit known as Unit #20 at 3 Main Street in Eastham ("**Unit 20**"). Unit 20 is a part of a broader commercial complex at 3 Main Street known as the "Main Street Mercantile" condominiums. There are several buildings housing small businesses, but most of the units, including Unit 20, appear as a part of a larger connected building. Emerald Grove will be the exclusive tenant of Unit 20, and no other unit owner within the complex will have access to Unit 20. Emerald Grove will operate its facility in accordance with all requirements set forth in 935 CMR 501.000 et seq. with regard to access control.

2. **Program Request:** *Please submit documentation demonstrating that Emerald Nominee Realty Trust has control over the Eastham site and is able to lease the site to Emerald Grove, Inc. This may be in the form of a deed or purchase and sale agreement.*

Emerald Grove Response: Enclosed please find a copy of the deed of Unit #20 at 3 Main Street, Eastham, Massachusetts to Emerald Nominee Realty Trust.

3. **Program Request:** *Please submit documentation demonstrating that Celiberti Realty, LLC has control over the Middleborough site and is able to lease the site to Emerald Grove, Inc. This may be in the form of a deed or purchase and sale agreement.*

Emerald Grove Response: Please note that in response to Emerald Grove's receipt of this Request for Information from the Medical Use of Marijuana Program, Emerald Grove made a request to Mr. Robert Celiberti, the principal of Celiberti Realty, that he provide a copy of the deed to the subject property located at 355 Wareham Street. Mr. Celiberti explained that upon further inquiry, he realized that title to the subject property was not actually held by Celiberti Realty, LLC, but rather by another entity in which he held an interest, known as JSC Holdings, LLC. Enclosed herewith please find: a) an Amended Binding Letter of Intent/Option to Lease between Emerald Grove and JSC Holdings, LLC; and b) a copy of the deed of the 355 Wareham Street property to JSC Holdings, LLC.

4. **Program Request:** *Please note that the Department's review of the applicant's proposal for the Middleborough property's use as an RMD is limited to 105 CMR 735 et seq. Any comments or approvals from the Department should only be considered comments or approvals on the registrant's intended use of the sites pursuant to 105 CMR 725 et seq.*

Emerald Grove Response: Emerald Grove acknowledges and understands the statement set forth in Paragraph 5 of the Request for Information.

5. **Program Request:** *It is unclear whether Eastham has enacted local siting requirements for registered marijuana dispensaries that are cited in Section D of the applicant's Siting Profile. If the Town of Eastham has enacted zoning provisions regarding registered marijuana dispensaries, please submit the updated portions of the zoning ordinance. If it has not, please submit a list of all uses within 500 feet of the proposed Eastham facility for review for compliance with 105 CMR 725.110(A)(14).*

Emerald Grove Response: Enclosed please find a copy of the relevant portions of the Town of Eastham Zoning By-Law relating to Medical Marijuana Treatment Centers.

6. **Program Request:** *Please note that the Department has initiated the verification process for the letter of non-opposition from the Eastham Board of Selectmen. We are awaiting responses so that it may be completed. We will notify the applicant if further information is needed.*

Emerald Grove Response: Emerald Grove acknowledges and understands the statement set forth in Paragraph 6 of the Request for Information.

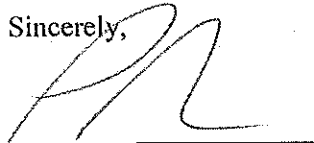
7. **Program Request:** *Please note that the Department has initiated the verification process for the letter of non-opposition from the Middleborough Board of Selectmen. We are*

awaiting responses so that it may be completed. We will notify the applicant if further information is needed.

Emerald Grove Response: Emerald Grove acknowledges and understands the statement set forth in Paragraph 7 of the Request for Information.

Thank you for your attention to this matter.

Sincerely,


Philip C. Silverman, Esq.

Bk 31505 Pg156 #43229

08-31-2018 @ 02:28p

Quitclaim Deed

PRESTIGE REAL ESTATE, INC. DBA LAER REALTY PARTNERS, a duly formed corporation in the Commonwealth of MA, for consideration paid and in full consideration of **SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000.00)**, hereby grant to **Emerald Nominee Realty Trust, u/d/t dated August 31, 2018, Trustees' Certificate recorded herewith, c/o Vicente Sederberg, LLC, 2 Seaport Lane, Boston, MA 02110** with **QUITCLAIM COVENANTS**:

The Unit known as UNIT 20 on Building C, containing 1,760 square feet more or less, in the MAIN STREET MERCANTILE CONDOMINIUM II, A Condominium established by Master Deed dated August 21, 1986 and recorded with the Barnstable County Registry of Deeds in Book 5272, Page 150, and amendmentson record therein. The undivided interest of the Unit conveyed hereunder (a) the common area and facilities of the Main Street Mercantile Condominium II described in the Master Deed and (b) in the Main Street Mercantile Unit 20 has a 6.81 percent interest, which unit is shown on the floor plans recorded simultaneously with said Master Deed in Plan Book 422 Plan 75, to which is attached the verified statement of a registered surveyor in the form required by section 9 of said Chapter 183A.

Said unit is further conveyed with the exclusive right to use the parking space (s) if any designated on the aforementioned Site Plan and such other rights and easments appurtenant to said Unit as may be set forth in any document governing the operation of the Condominium, including without limitation, the Master Deed of the Main Street Mercantile Condominium II with the By-Laws and Rules and Regulations contained therein, and as shown on the site plan, and in any administrative rules and regulations adopted pursuant thereto.

There is incorporated by reference the description of land upon which the building containing said Unit is built as set forth in the aforesaid Master Deed.

The purpose for which the Condominium and each of its units is intended for Commercial use in each of the units as set forth in the aforesaid Master Deed.

Property Address: 3 Main Street, Unit 20, Eastham, Massachusetts

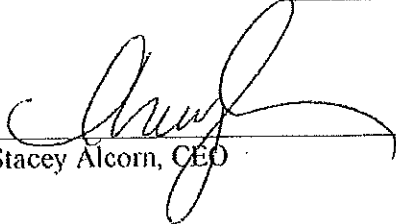
MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 08-31-2018 @ 02:28pm
Ct1#: 983 Doc#: 43229
Fee: \$239.40 Cons: \$70,000.00

BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 08-31-2018 @ 02:28pm
Ct1#: 983 Doc#: 43229
Fee: \$214.20 Cons: \$70,000.00

Property Address: 3 Main Street, Unit 20, Eastham, MA


For Title see Deed dated June 25, 2015 and recorded with the barnstable County registry of Deeds in Book 28986, Page 187.

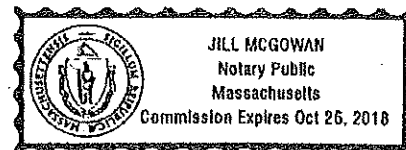
Executed under seal this 31st day of August, 2018.


Stacey Alcorn, CEO

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 31st day of August, 2018, before me, the undersigned notary public, personally appeared the above-named, Stacey Alcorn, proved to me through satisfactory evidence of identification, which were driver's license, to be the person(s) who signed the preceding or attached document in my presence, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.


Notary Public Signature



My Commission Expires: 10/26, 2018

AMENDED BINDING LETTER OF INTENT / OPTION TO LEASE

January 3 2019

JSC Holdings, LLC.
33A Mystic Avenue
Medford, MA 02155

**RE: BINDING LETTER OF INTENT / OPTION TO LEASE REAL ESTATE AT 355 WAREHAM STREET,
MIDDLEBOROUGH, MA**

Dear Sir/Madam:

This Binding Letter of Intent/Option to Lease ("LOI") is for the leasing of a property located at 355 Wareham Street, Middleborough, MA.

LANDLORD:	JSC Holdings, LLC., 33A Mystic Avenue, Medford, MA 02155
TENANT:	Emerald Grove, Inc., 31 Sadies Way, Harwich, MA 02645
PREMISES:	Land and a 7,500 square foot building to be constructed thereon and associated parking located at 355 Wareham Street, Middleborough, MA (collectively, the "Premises"). The site plan and building concept are attached hereto as Exhibit A and B, respectively.
EXCLUSIVE USE:	Tenant shall have the exclusive use of the Premises for the operation of a cultivation and processing facility for Registered Marijuana Dispensary ("RMD") and Adult-use Marijuana Dispensary ("AMD").
TERM OF LEASE:	Six (6) year initial term, with two (2) five-year options to renew, such options to renew exercisable at Tenant's sole discretion (the "Lease Term" or "Term of Lease"). To extend the lease, Tenant must give Landlord due notice of its option to renew; with 120 days notice prior to the expiration of the current term.
OPTION PERIOD:	For a period of time extending from full execution of this LOI through March 31, 2018 (the "Option Period"), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the "Option to Lease"). Such Option to Lease shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period. During the Option Period, Tenant shall use due diligence to obtain state and local approvals needed to use the Premises as a marijuana cultivation/processing RMD and AMD. Tenant shall have the right to extend the Option Period for two additional one-month periods by making additional Monthly Option Payments, as defined herein, prior to the expiration of the current Option Period, as it may have been extended.
OPTION PERIOD PAYMENTS:	Tenant has provided herewith an initial monthly option payment of

\$1,500. Tenant shall make additional option payments ("**Monthly Option Payments**") on or before the first day of each month of the next Option Period in the amount of \$1,500 to continue the Option Period, and any extensions thereof, in effect. All such payments are non-refundable.

TERMINATION:

This LOI may be terminated by Tenant, in its sole discretion and for any reason, at any time upon written notice to Landlord given during the Option Period. In the event of such termination, Tenant's only liability to Landlord will be the amount of such payments made or due for each month or partial month during the Option Period.

LEASE:

Upon Tenant's exercise of the Option to Lease in accordance with the terms herein contained, Landlord and Tenant shall use good faith and due diligence to execute a lease agreement to be prepared by Landlord, containing all of the terms and conditions for the use set forth in this LOI and such other customary and reasonable terms and conditions (the "**Lease**").

RENT:

If the Option to Lease is exercised by Tenant, the Lease shall provide for rent payments to be paid by Tenant to Landlord as follows:

- a. Commencing upon full execution of the Lease and Tenant's possession of the Premises, and continuing until the end of the Lease Term, Tenant shall pay Landlord monthly payments in the amount of SEVEN THOUSAND EIGHT HUNDRED TWELVE and 50/100ths UNITED STATES DOLLARS (\$7,812.50 USD) or such monthly amount as is determined by multiplying the actual square footage to be rented to Tenant by \$12.50 and dividing by twelve (12) (the "**Monthly Rent Payments**"). Rental payments shall increase by two percent (2%) per year in years 3,4,5 and 6 of the lease. The Monthly Rent Payments shall be due and payable on the first of each month. In the event that Tenant exercises its options to renew the Lease, the Monthly Rent Payments shall increase two percent (2%) at the beginning of each five (5) year renewal period.
- b. Payment of rent under the Lease shall not commence until the later of the Landlord's completion of the shell of the building or March 31, 2019. Nonetheless, if the shell of the building is not completed until after March 31, 2019, the payment of rent shall be made at \$1500 per month until the shell is complete, at which time the rent shall increase to the amount described in subparagraph a. above.

CONDITION:

Landlord will construct a steel-frame building of approximately

7,500 square feet, based upon the concept in Exhibit B with all necessary electrical, plumbing and sewer connections. The exterior and roof of the building will be metal panels. The floor shall be 5-inch concrete slab on grade. Landlord will provide 400-amp single phase electrical servicer to the building. Landlord will provide a maximum of 10 man doors and 10 overhead doors.

**TAXES, INSURANCES,
MAINTENANCE:**

Tenant shall be responsible for payment of all real estate taxes assessed against the Premises for the Term of the Lease, as applicable, and all maintenance for the Premises, except that Landlord shall ensure that the Premises shall continue to be furnished with all electrical, water service and sewer connections and shall ensure the structural integrity of the roof and building. Tenant will be responsible for maintaining all necessary property insurance and reimbursing Landlord for its pro-rata share of same.

Tenant, at its own expense, shall provide and keep in force with companies acceptable to Landlord, general liability insurance coverage for no less than ONE MILLION UNITED STATES DOLLARS (\$1,000,000.00 USD) per occurrence and TWO MILLION UNITED STATES DOLLARS (\$2,000,000.00 USD) in aggregate, annually, and product liability insurance coverage for no less than ONE MILLION UNITED STATES DOLLARS (\$1,000,000.00 USD) per occurrence and TWO MILLION UNITED STATES DOLLARS (\$2,000,000.00 USD) in aggregate, annually, or in any other required amount for Tenant's Use of the Premises pursuant to State Law.

UTILITIES/CAM EXPENSES:

Tenant shall be responsible for payment of all utilities supplied to and consumed upon the Premises during the Term of the Lease, including electric, water, sewer, cable and wifi networking. Tenant shall be responsible for tis pro-rata share of CAM expenses shared with other tenants at the location.

ASSIGNMENT & SUBLETTING:

Tenant will build out the Premises for use as an cultivation/processing RMD and AMD, and shall have the right to

assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) Tenant's affiliate; (b) any entity resulting from a merger or a consolidation with Tenant; (c) any entity succeeding to the business operated by Tenant at the Premises; (d) any subsidiary or affiliate of Tenant; or (e) any other party permissible under state or local law. Except for an assignment or sublease to an affiliate of Tenant, which shall be allowed as a matter of right, any assignment or sublease will require the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned.

In the event that the Landlord seeks to sell the Premises during the pendency of this Lease, Landlord agrees that he will: 1) provide notice of the existence of the Lease to any potential buyer; 2) take no action designed to terminate the Lease or invalidate any of its provisions; and 3) assign the Lease to the buyer and obtain buyer's written agreement that it assumes all obligations under the Lease.

ACCESS:

During the Option Period, and prior to the commencement of the Lease Term, Tenant shall be permitted reasonable access to the Premises for the purposes of planning the layout of the space, measuring the premises, preparing architectural drawings and security layout of the Premises.

SIGNAGE:

Exterior signage will be permitted during the Term of the Lease subject only to applicable laws. Landlord shall be responsible for the removal of any unwanted existing signage.

TERMS OF AGREEMENT:

Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. It is understood that final approval for an RMD from the Massachusetts Department of Public Health (the "DPH"), or the Massachusetts Cannabis Control Commission, if applicable, and the Town of Middleborough is required before renovations to the Premises may commence. The terms of this LOI shall govern until the Lease is executed.

IMPROVEMENTS:

Tenant will bear the cost of all improvements/buildout to the Premises. The Landlord will review and approve all buildout plans prior to permit submission, which approval shall not be unreasonably withheld, delayed or conditioned

FURNISHING OF DOCUMENTS:

Upon request, Landlord will supply any documents in Landlord's possession to help obtain the required state approvals, the Town of Plymouth, and any other regulatory bodies and will provide signatures as required for approvals involving the Premises.

EXCLUSIVITY:

Landlord will not offer the Premises for lease or sale to anyone other than Tenant during the Option Period referenced in this LOI.

LIMITATION OF REMEDIES:

Notwithstanding any provision of this LOI or subsequent Lease, Landlord hereby agrees that Landlord's rights and remedies

following a default, breach, surrender or any other failure to perform under this LOI, or subsequent Lease, shall not include the seizure of assets protected by the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012 or Ch. 94I, i.e. any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a Certificate of Registration, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior Department of Public Health or Cannabis Control Commission approval. Landlord agrees that a RMD's Certificate of Registration is not an asset that may be seized by Landlord or available as a remedy for a default, breach or other failure to perform under this LOI or subsequent Lease.

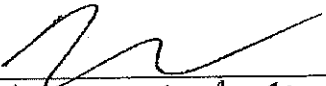
CONFIDENTIALITY:

The Parties agree that the information set forth herein is intended to be private and confidential between the Parties executing this LOI and shall not be disclosed to third parties without the written consent of each Party to this transaction; provided, however, that the terms of this LOI may be disclosed in confidence to local and state government officials, prospective lenders, current or prospective business partners or joint venture partners, legal counsel and other consultants to and contractors for said Parties for purposes incidental to this agreement or to the conduct of business by said Parties.


[SIGNATURE PAGE FOLLOWS]

If the terms and conditions are acceptable, please execute this LOI in the space provided below and return a copy by _____, 2018.

AGREED & ACCEPTED: LANDLORD / JSC HOLDINGS, LLC

Signature: 
Name: Umberto Celiberti
Title: Manager
Date: 1/3/19

AGREED & ACCEPTED: TENANT / EMERALD GROVE, INC.

Signature: 
Name: Alex Stamoulis
Title: CEO
Date: 1-3-19

Doc#: 00024635
Bk: 49658 Pg: 134 Page: 1 of 3
Recorded: 04/03/2018 10:22 AM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

MASSACHUSETTS EXCISE TAX
Plymouth District ROD #11 001
Date: 04/03/2018 10:22 AM
Ctrl# Doc# Plymouth County Registry of Deeds
Fee: \$.00 Cons: \$1.00

MASSACHUSETTS QUITCLAIM DEED

Property Address: 355 Wareham Street, Middleborough, MA

USC LLC, a Massachusetts Limited Liability Company, having its usual place of business at 906 North Bedford Street, Unit 1, East Bridgewater, Massachusetts 02333, for consideration paid and in full consideration of One and 00/100 (\$1.00) Dollars, Grant to JSC HOLDINGS LLC, a Massachusetts Limited Liability Company, having its usual place of business at 33A Mystic Avenue, Medford, MA 02155,

with QUITCLAIM COVENANTS,

the land with the building thereon located in Middleborough, Plymouth County, Massachusetts and being further bounded and described as follows:

Beginning at the Southwest corner of the described lot at a point on the boundary line of the State Highway, Route 28 on Wareham Street, being the Southeast corner of land now or formerly of Elmer L. Bradford;

THENCE	along the line of said Bradford lad North 53 degrees 15' East 334 feet to a point for a corner of land of Clarence E. Thomas;
THENCE	by land of said Clarence E. Thomas South 32 degrees 30' East 324 feet to a point for a corner of land of one Murdock;
THENCE	by land of said Murdock South 57 degrees 45' West 330 feet to a point on the boundary line of said State Highway on said Wareham Street;
THENCE	by said Wareham Street Westerly 203 feet to a Massachusetts State Highway bound; and
THENCE	containing Westerly by said Wareham Street 99 ½ feet to the first mentioned bound.

Containing two acres and 59 rods, more or less.

Subject to and with the benefit of all rights, reservations, easements, road takings, and restrictions of record, insofar as the same are in force and applicable.

This is not a sale of all or substantially all of the assets of the LLC in the Commonwealth and the grantor certifies on oath that it is not classified as a corporation for federal income tax purposes for the current tax year.

For grantor's title see deed dated June 14, 2016 recorded with Plymouth County Registry of Deeds at Book 47923, Page 337.

[signature page to follow]

Witness my hand and seal this 28th day of March, 2018.

USC LLC

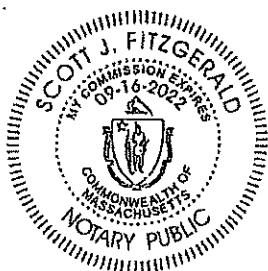


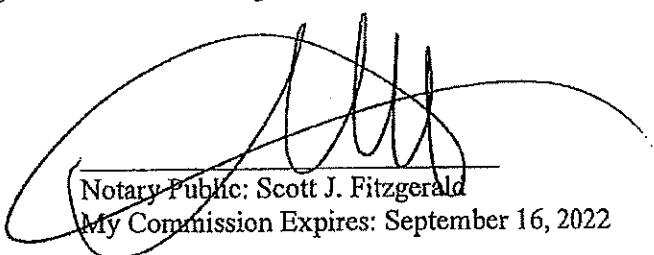
Umberto Celiberti, Manager

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

On this 28th day of March, 2018, before me, the undersigned notary public, personally appeared Umberto Celiberti, proved to me through satisfactory evidence of identification, which was a MA Driver's 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 as Manager of USC LLC.





Notary Public: Scott J. Fitzgerald
My Commission Expires: September 16, 2022

TOWN OF EASTHAM – ZONING BY-LAWS¹ REVISIONS THROUGH OCTOBER 15, 2018

TABLE OF CONTENTS

SECTION	PAGE
I. Purposes	2
II. Zoning Districts	2
III. Definitions	3
IV. Flood Plain Zoning	21
V. Uses	26
VI. Non-conforming Uses	58
VII. Accessory Uses	60
VIII. Prohibited Uses	62
IX. Intensity Regulations	64
X. Parking Requirements	67
XI. Landscaping Requirements	69
XII. Administration	69
XIII. Site Plan Approval – Special Permit	70
XIV. Site Plan Approval – Residential	75
XV. Review	78
XVI. Validity	78
XVII. Procedure for the Demolition of Historically or Architecturally Significant Building	78
XVIII. Sign Code	82
XIX. Open Space Residential Site Development.....	90
XX. General Wind Facilities (WFs)	93
XXI. Municipal Wind Facilities (MWFs)	97
XXII. Environmental Standards	99
XXIII. Marijuana Regulations	100
APPENDIX – Zoning District Boundaries	103

¹ Entire Zoning By-law revised and accepted at Special Town Meeting, April 19, 1988, Article 1

- Encourage the use of Best Management Practices that prevent and reduce nonpoint source of pollutants; and
 - Promote land development and site planning practices that are responsive to the Town's scenic character without preventing the reasonable development of land.
- B. In all Zoning Districts, the following standards shall be in effect:
1. All surface water runoff from structures and impervious surfaces shall be collected on site; in no case shall surface water drainage be directed across sidewalks or public or private ways. In no case shall surface water runoff be drained directly into wetlands or water bodies. Drainage systems shall be designed, using Best Management Practices, to minimize the discharge of pollutants by providing appropriately designed vegetated drainage channels and sedimentation basins that allow for adequate settling of suspended solids and maximum infiltration. Dry wells, leaching pits and other similar drainage structures may be used only where other methods are not practicable. Oil, grease and sediments traps to facilitate removal of contaminants shall precede all such drainage structures.
 2. Install silt fences, vehicle mud removal areas, vegetative cover, and other sediment and erosion controls and properly maintain them.
 3. Prevent soil erosion by minimizing disturbed areas during construction projects, and by vegetating and by mulching bare areas as soon as possible.
- C. Enforcement: The Building Inspector as per Section XII.E enforces this Bylaw, and F.

SECTION XXIII – MARIJUANA REGULATIONS¹⁶⁴

A. PURPOSE

The purpose of the marijuana bylaw is to provide for the placement of Recreational Marijuana Establishments ("RME") and Medical Marijuana Treatment Centers ("MMTC") in accordance with An Act To Ensure Safe Access to Marijuana, c.55 of the Acts of 2017 (the "Act"), and all regulations which have or may be issued by the Department of Public Health and the Cannabis Control Commission, including, but not limited to 105 CMR 725.00 and 935 CMR 500.00, in locations suitable for such uses, which will minimize adverse impacts of RMEs and MMTCs on adjacent properties, residential neighborhoods, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, security, and removal of such uses.

B. DEFINITIONS

Any term not specifically defined herein shall have the meaning as defined in MGL c.94I, §1 and 105 CMR 725.00 implementing an Act for the Humanitarian Medical Use of Marijuana and MGL c.94G, §1 and the Cannabis Control Commission Regulations 935 CMR 500.00 governing Adult Use Marijuana, as such statutes and regulations may from time to time be amended.

1. "Recreational Marijuana Establishment" ("RME") shall mean a marijuana cultivator, marijuana testing facility, marijuana product manufacturer, marijuana retailer or any

¹⁶⁴ Accepted at Annual Town Meeting, May 7, 2018, Article 23

other type of licensed marijuana-related business as defined in MGL c.94G, §1 or the Cannabis Control Commission Regulations 935 CMR 500.00.

2. "Marijuana Retailer" shall mean an entity licensed by the Cannabis Control Commission to purchase and deliver recreational marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer recreational marijuana and marijuana products to marijuana establishments and to consumers, as defined in MGL c.94G, §1 and the Cannabis Control Commission Regulations 935 CMR 500.00 governing Adult Use Marijuana.
3. "Medical Marijuana Treatment Center Dispensary/Retail" (MMTCDR) shall mean an entity registered by the Department of Public Health or the Cannabis Control Commission that acquires, transfers, transports, sells, distributes, dispenses, or administers medical use marijuana, products containing medical use marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers.
4. "Medical Marijuana Treatment Center Cultivation/Processing" (MMTCCP) shall mean an entity registered by the Department of Public Health or the Cannabis Control Commission that cultivates, possesses, transfers, transports and/or processes medical use marijuana or products containing medical use marijuana and related supplies to qualifying Medical Marijuana Treatment Center Dispensary/Retail.

C. ELIGIBILITY

USE	ZONING DISTRICT
Marijuana Cultivator	Trade Park
Marijuana Product Manufacturer	Trade Park
Independent Testing Laboratory	Trade Park
Marijuana Retailer	Core, Transition Commercial
Medical Marijuana Treatment Center Dispensary/Retail(MMTCDR)	Core, Transition Commercial
Medical Marijuana Treatment Center Cultivation/Processing (MMTCCP)	Trade Park
Other Licensed Recreational Marijuana Establishment	Trade Park

1. RMEs shall conform to 935 CMR 500.000: Adult Use of Marijuana, in addition to any requirements herein.
2. MMTCs shall conform to 105 CMR 725.000: Implementation of an Act for the Humanitarian Medical Use of Marijuana, and any regulations which may be subsequently issued by the Cannabis Control Commission, as well as any requirements herein.
3. A Special Permit is required for all RMEs and MMTCs. The special permit granting authority shall be the Planning Board.
4. A Special Permit granted under this section shall have a term limited to the duration of the applicant's ownership or lease of the premises for an RME or MMTC, as licensed by the applicable Massachusetts licensing authority. Any new license for an existing RME or MMTC location or transfer of an existing license to a new owner of an RME or MMTC shall require a new Special Permit pursuant to the Eastham zoning bylaws.

D. APPLICABILITY OF REGULATIONS

1. The cultivation, production, processing, manufacturing, assembly, packaging, retail or wholesale sale, trade, distribution or dispensing of marijuana is prohibited unless licensed by all applicable Massachusetts licensing authorities and permitted as a RME or MMTC under this section.
2. The number of any type of RMEs shall be limited to not more than two (2) of the same type of RMEs in Eastham.
3. On-site consumption of marijuana products at RMEs or MMTCs, as either a primary or accessory use, shall be prohibited unless permitted by a local ballot initiative process, as allowed by MGL 94G §3(b). The prohibition on on-site social consumption shall include private social clubs or any other establishment which allows for social consumption of marijuana or marijuana products on the premises, regardless of whether the product is sold to consumers on site.
4. Hours of operation for Recreational Marijuana Retailers and Medical Marijuana Treatment Centers shall not exceed the Alcoholic Beverages Control Commission (ABCC) maximum hours of operation for liquor licenses not to be drunk on premises pursuant to MGL 138 §15, but may be limited by conditions of the special permit.

E. GENERAL REQUIREMENTS

1. No RME or MMTC shall be located within 500 feet, as measured from each lot line of the subject lot, of the following pre-existing uses: K-12 educational use; childcare center; public park; playground; or children's camp.
2. Applicants for an RME or MMTC shall provide the licensing agent's approved security plan to the Police Chief and Fire Chief prior to the granting of a Special Permit.
3. An approved Host Community Agreement shall be required prior to the granting of a Special Permit for a RME or MMTC.