



**GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET**



Meeting Date	09/20/2013	Department	City Clerk
Agenda Item	4d. Cannabis License renewal for Gardiner 4Twenty		
Est. Cost	N/A		

Background Information	Please see the attached documentation.
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Requested Action	'I move to approve the Cannabis license renewal for Gardiner 4Twenty'
City Manager and/or Finance Review	
Council Vote/ Action Taken	
Departmental Follow-Up	

City Clerk Use Only	1 st Reading _____	Advertised _____	EFFECTIVE DATE _____
	2 nd Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____



Date Received in Office	9/7/23
Received by:	AMC
Office Amount Received	\$1200
Approved	_____
Denied	_____

Marijuana Business
License Application

- New Application - change in ownership of licensed entity
- Renewal Application

Type of Business

- Retail Marijuana Store
- Cultivation Facility
- Manufacturing Facility
- Testing Facility
- Nursery/Grow Store

Medical Marijuana or Recreational- Medical - registered dispensary

If cultivation, what Tier?

- Tier 1 -30-60plants
- Tier 2- <2000sf of canopy
- Tier 3 --2k-7ksf of canopy
- Tier 4--7ksf of canopy

Applicant Information

Name Gardiner 4Twenty LLC c/o Gerald Lessard Jr.

Address 26 Ridge Road, Telford, PA 18969

Phone 215-622-7150

Email jlessard780@gmail.com

Do you own/ have financial interest in any other marijuana businesses in Maine and/or other states?

If yes, Please list and describe: Gerald Lessard Jr., the new proposed manager of Gardiner 4Twenty LLC, is an owner of Leaf Lion

Investments, Inc. which is acquiring the ownership of Hallowell 4Twenty LLC and Chelsea 4Twenty LLC, which also hold dispensary registrations in Maine

Do you currently hold a State of Maine Caregiver card or State of Maine conditional marijuana license? N/A - for an application for a registered dispensary, the officer/director obtains a registry identification card (RIC), which I have. The Office of Cannabis Policy will issue the state dispensary registration certificate after receiving local authorization from the City.

*If so, please provide a copy of your States of Maine Caregiver Card or State of ME Conditional license and any documentation submitted to obtain these licenses.

See attached registered dispensary application.

Business Location

Physical address of proposed marijuana business 243 Water Street, Gardiner, ME 04345

Map 037 Lot 125 Zone TD

Property owner's name and address Three Pillar Properties LLC c/o Terry Berry - 104 Water Street, Hallowell, ME 04347

Property owner's phone 207-242-7216

Property owner's email tlbreb@aol.com

*Please provide property owners permission documentation to operate a marijuana business at this location. See attached lease, which includes provisions relating to the operation of a marijuana store.

Business Information

Name of business Gardiner 4Twenty LLC

Number of employees 4-6

Hours of operation 11 am - 7 pm

Brief description of the business Registered dispensary retail store

Square feet of retail space 1,512 square feet

Square feet of indoor/Outdoor plant canopy N/A

Square feet of manufacturing space N/A

Describe any security protocols The location meets the requirements for a registered dispensary, which is a highly regulated

medical cannabis business with stringent security requirements imposed by the State of Maine. This includes video surveillance/storage, electronic monitoring sensors, exterior lighting to deter nuisance activity/facilitate surveillance, and a monitored alarm system, among other features.

If extraction will be performed, please describe the process to be used and the machines/chemicals

involved N/A

Are there any hazardous processes or chemicals to be used at the business, if so please describe _____

N/A

Describe any fire protection/suppression equipment _____

The building meets all code requirements and includes fire extinguishers and smoke alarms.

Please describe odor control measures to be used at the site.

Exterior doors and windows will be kept closed. All cannabis that comes on site will be pre-packaged, so there will be minimal odor on site. Cannabis odor will not be detectable from the property boundary or any neighboring uses. A complaint log will be maintained and any odor-related complaints will be addressed promptly, with additional odor control measures put into place if required by the City.

If manufacturing, please describe the processes as well as the products that will be manufactured

N/A

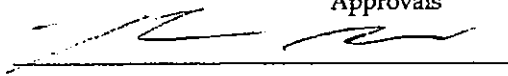

Signature

09/01/23
Date

For Municipal Use Only

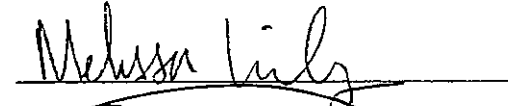
Approvals

Code Enforcement



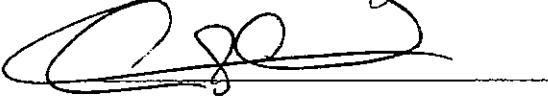
Date 9/12/23

Economic Development




Date 9/12/23

City Manager



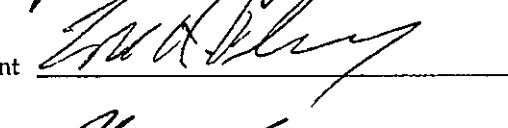
Date 9/12/23

Gardiner Fire Department



Date 9/12/23

Gardiner Police Department



Date 9/12/23

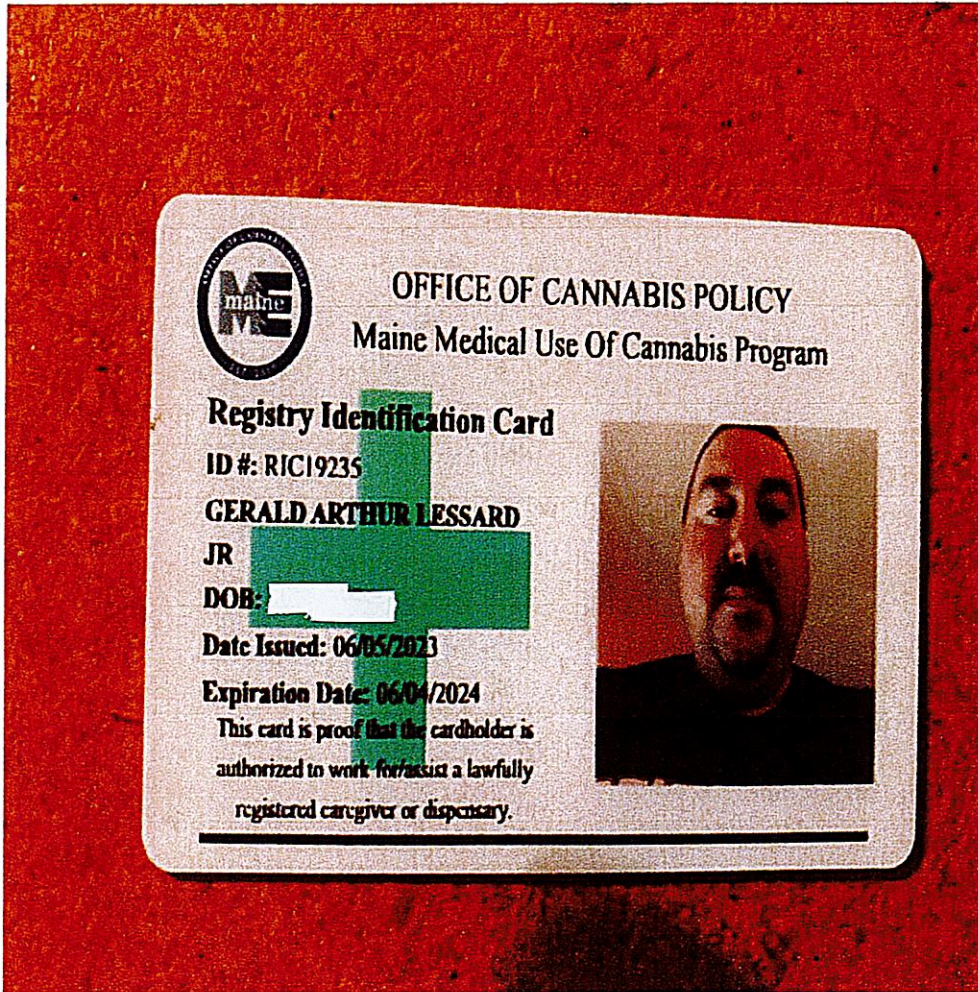
Public Works



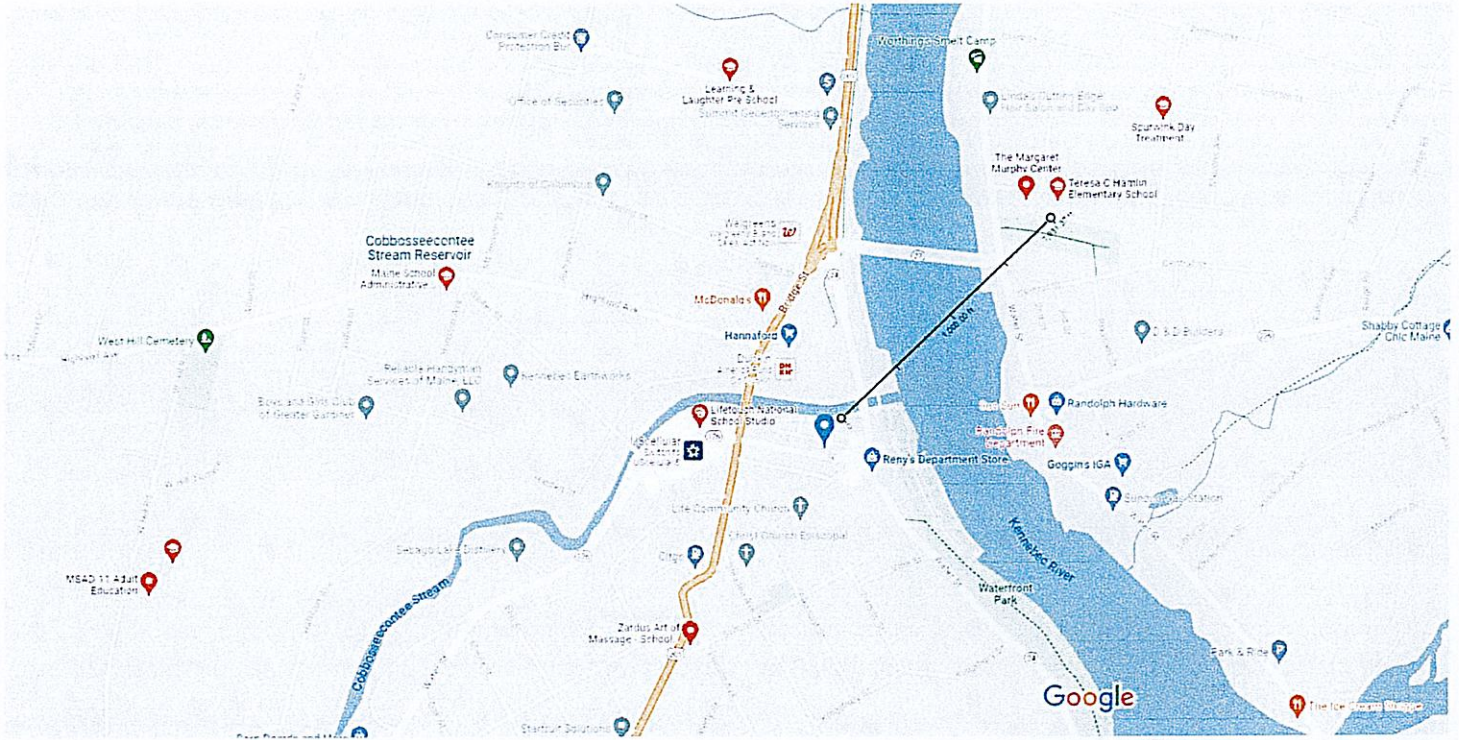
Date 9-12-23

City Council Approval Date: _____

Registry Identification Card - This is the credential issued to officers/directors of registered dispensaries, and shows that the Gerald Lessard passed the background check and is authorized to take over operation of the business.



243 Water Street is more than 500 feet from the nearest pre-existing school





OFFICE OF CANNABIS POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

Maine Medical Cannabis Program Application Dispensary

Notice: In order for this application to be considered complete by the Office of Cannabis Policy (OCP), the applicant must submit this form; a local authorization form for each physical location where the applicant intends to cultivate, manufacture and/or conduct retail sales to qualifying patients (limit 2 locations); the required dispensary application fee; and registry identification card applications and all required application and criminal history check fees for any person listed in this application as an officer or director of the dispensary.

Section 1: Dispensary Applicant Information. This section is to be completed with information pertaining to the dispensary applicant.			
Section 1(a): Entity information. This section is to be completed with information pertaining to the business entity applying for a dispensary registration certificate.			
Business Legal Name Gardiner 4Twenty LLC		Federal Taxpayer ID/EIN 85-2849449	Trade Name/DBA, if any
Mailing address 31 Water Street		City Hallowell	State ME Zip 04347
Phone 215-622-7150	E-mail Address jlessard780@gmail.com	Website, if any	
Business Type <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership		Is this business entity incorporated in the State of Maine or otherwise formed or organized pursuant to the laws of the state of Maine? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date of Incorporation, Formation or Organization 10/07/2020	
<input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Limited Partnership <input type="checkbox"/> Other:			
Section 1(b): Dispensary Primary Contact Person information. This section is to be completed with information pertaining to the primary contact person for the dispensary completing this application. All correspondence from OCP regarding this application will be sent to the primary contact person at the address listed below.			
Primary Contact Name Malina E. Dumas, Esq.		Phone 207-835-4355	Primary Contact E-mail Address malina.dumas@dentons.com
Title/Relationship to dispensary applicant Attorney - Authorized Agent			
Mailing Address One City Center, Suite 11100		City Portland	State ME Zip 04101
Section 2: Dispensary ownership and management. This section to be completed with information pertaining to all officers, directors, managers, shareholders, board members, partners, or other persons holding a management position or ownership interest in the entity listed in Section 1(a). An application for a dispensary registration certificate will not be considered complete by OCP until OCP receives a complete registry identification card application (unless the individual has a current registry identification card with OCP) and sends to Maine Revenue Services a completed Maine Revenue Services Authorization to Review and Disclose Status of Tax and Filing Obligations form for every natural person listed in Sections 2(a) and 2(b). OCP reserves the right to request additional information to clarify the nature of the interests and responsibilities of the individuals listed in Section 2.			

Section 2(a): Entity Officers. This section to be completed with information pertaining to all officers of any governing body (i.e. board of directors, partners, etc.) responsible for oversight of the entity listed in Section 1(a). Use additional pages if necessary.

Name Gerald A. Lessard Jr.	Date of birth 10/18/1976	Role within governing body (i.e. chair, vice chair, treasurer, secretary, etc) Manager		
Residential address 26 Ridge Road		City Telford	State PA	Zip 18969
Name	Date of birth	Role within governing body (i.e. chair, vice chair, treasurer, secretary, etc)		
Residential address		City	State	Zip
Name	Date of birth	Role within governing body (i.e. chair, vice chair, treasurer, secretary, etc)		
Residential address		City	State	Zip
Name	Date of birth	Role within governing body (i.e. chair, vice chair, treasurer, secretary, etc)		
Residential address		City	State	Zip

Section 2(b): Entity other officers, directors, managers, board members, partners.

This section to be completed with information pertaining to all other members of any governing body (i.e. board of directors, partners, etc.) responsible for oversight of the entity listed in Section 1(a) and any other natural person identified in the entity's organizing documents. Use additional pages if necessary.

Name	Date of birth	Role within governing body or organization (i.e. other officer, director, manager, board member, partner)		
Residential address		City	State	Zip
Name	Date of birth	Role within governing body or organization (i.e. other officer, director, manager, board member, partner)		
Residential address		City	State	Zip
Name	Date of birth	Role within governing body or organization (i.e. other officer, director, manager, board member, partner)		
Residential address		City	State	Zip
Name	Date of birth	Role within governing body or organization (i.e. other officer, director, manager, board member, partner)		
Residential address		City	State	Zip

Section 2(c): All equity interest holders.

This section to be completed with information pertaining to all natural persons and entities holding an equity interest in the entity listed in Section 1(a). The sum of the percentage of equity interests held by individuals and entities listed in this section must equal 100.

In the space below or attachments to this application, provide OCP with a narrative description of all natural persons and entities holding an equity interest in the entity listed in Section 1(a).

Gardiner 4Twenty LLC is 100% owned by Leaf Lion Investments, Inc.

Section 3. Dispensary authorized activities. An appropriately registered dispensary may conduct the following activities in accordance with the requirements and restrictions of the Maine Medical Use of Cannabis Act, Title 22, ch. 558-C, the *Maine Medical Use of Cannabis Program Rule*, 18-691 CMR, ch. 2, and the rules regarding *Cannabis Manufacturing Facilities*, 18-691 CMR, ch. 4. The applicant must indicate below all authorized activities intended to be conducted by the registered dispensary and provide additional information about such authorized activities in Section 4 of this application.

Section 3(a). Location(s) where authorized activities will be conducted. List no more than two physical locations where the applicant intends to conduct authorized activities. In order for this application to be considered complete, the applicant must return a completed local authorization form for each location of authorized activities listed in this section. Please note that the applicant may only conduct retail sales to patients at one location.

Location 1			
Physical address 243 Water Street	City Gardiner	State ME	Zip 04345
Mailing address (if different) Same as above	City	State	Zip
Is the premises to be registered as a dispensary at least 500 feet from the property line of any preexisting public or private school?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Attach a tax map or other rendering that clearly indicates the distance between the proposed registered premises and the nearest preexisting public or private school.			
See attached.			
Indicate all authorized activities the applicant intends to conduct at the registered premises to be located at Location 1. Check all that apply.			
<input type="checkbox"/> Cultivation of cannabis (Note: A registered dispensary must ensure that any employee or agent applying pesticides to cannabis for medical use is appropriately licensed as a pesticide applicator by the Board of Pesticide Control).			
<input type="checkbox"/> Manufacturing harvested cannabis without the use of inherently hazardous substances (Note: A registered dispensary must obtain an appropriate Food Establishment License from the Department of Agriculture, Conservation and Forestry to manufacture edible cannabis products).			
<input type="checkbox"/> Manufacturing harvested cannabis with inherently hazardous substances (Note: A registered dispensary must obtain a separate inherently hazardous substance registration manufacturing facility registration certificate to use inherently hazardous substances to manufacture harvested cannabis).			
<input type="checkbox"/> Providing harvested cannabis to a registered manufacturing facility for the production of cannabis concentrate or cannabis products.			
<input checked="" type="checkbox"/> Accepting from, or transferring to, registered caregivers or other registered dispensaries cannabis plants or harvested cannabis in wholesale transactions.			
<input checked="" type="checkbox"/> Consulting with, assisting, and/or dispensing cannabis plants or harvested cannabis to qualifying patients, visiting qualifying patients or caregivers.			
<input checked="" type="checkbox"/> Operating a dispensary retail space for the conduct of sales or transfers of cannabis plants or harvested cannabis to qualifying patients, visiting qualifying patients or caregivers.			
<input checked="" type="checkbox"/> Delivery of cannabis plants or harvested cannabis to a qualifying patient.			
<input type="checkbox"/> Co-location with an adult use licensee			
<input type="checkbox"/> Cultivation facility, license #:			
<input type="checkbox"/> Manufacturing facility, license #:			

Location 2			
Physical address	City	State	Zip
Mailing address (if different)	City	State	Zip
Is the premises to be registered as a dispensary at least 500 feet from the property line of any preexisting public or private school? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Attach a tax map or other rendering that clearly indicates the distance between the proposed registered premises and the nearest preexisting public or private school.			
Indicate all authorized activities the applicant intends to conduct at the registered premises to be located at Location 1. Check all that apply.			
<input type="checkbox"/> Cultivation of cannabis (Note: A registered dispensary must ensure that any employee or agent applying pesticides to cannabis for medical use is appropriately licensed as a pesticide applicator by the Board of Pesticide Control).			
<input type="checkbox"/> Manufacturing harvested cannabis without the use of inherently hazardous substances (Note: A registered dispensary must obtain an appropriate Food Establishment License from the Department of Agriculture, Conservation and Forestry to manufacture edible cannabis products).			
<input type="checkbox"/> Manufacturing harvested cannabis with inherently hazardous substances (Note: A registered dispensary must obtain a separate inherently hazardous substance registration manufacturing facility registration certificate to use inherently hazardous substances to manufacture harvested cannabis).			
<input type="checkbox"/> Providing harvested cannabis to a registered manufacturing facility for the production of cannabis concentrate or cannabis products.			
<input type="checkbox"/> Accepting from, or transferring to, registered caregivers or other registered dispensaries cannabis plants or harvested cannabis in wholesale transactions.			
<input type="checkbox"/> Consulting with, assisting, and/or dispensing cannabis plants or harvested cannabis to qualifying patients, visiting qualifying patients or caregivers.			
<input type="checkbox"/> Operating a dispensary retail space for the conduct of sales or transfers of cannabis plants or harvested cannabis to qualifying patients, visiting qualifying patients or caregivers.			
<input type="checkbox"/> Delivery of cannabis plants or harvested cannabis to a qualifying patient.			
<input type="checkbox"/> Co-location with an adult use licensee			
<input type="checkbox"/> Cultivation facility, license #:			
<input type="checkbox"/> Manufacturing facility, license #:			

Section 3(b). Local authorization by municipalities. If applicable, attach an executed copy of the required local authorization form for each location listed in Section 3(a) above. Attach a copy of the local ordinance or warrant article authorizing the operation of a registered dispensary within the municipality where the registered premises will be located.

Location 1, check all that apply:

- Executed local authorization form attached; or
- Local authorization and approval not required because the registered premise is located in the unorganized or deorganized territories

Location 2, check all that apply

- N/A Executed local authorization form attached; or
- Local authorization and approval not required because the registered premise is located in the unorganized or deorganized territories

Section 4. General compliance. Provide, as applicable, the supporting information and documents listed below to demonstrate compliance with the requirements of the laws and rules governing the registration and operation of registered dispensaries.

Section 4(a). General dispensary documents.

Provide the following documents to demonstrate compliance with 18-691 CMR, ch. 2, § 7(W):

- A copy of the dispensary's articles of incorporation and bylaws or operating agreement, as applicable; and
- A copy of the dispensary's liability insurance policy.

Section 4(b). Registered premises.

Provide, as applicable, the following information regarding each location where a registered premise will be located. OCP encourages applicants to use a computer assisted design (CAD) program to create any required diagrams and reserves the right to request additional diagrams, information or clarification to assist OCP staff in determining whether the registered premises are in compliance with 18-691 CMR, ch. 2 § 7(N):

A facility diagram (or diagrams), with sufficient detail and clarity to indicate the following:

- A floor plan showing the proposed size (in square feet) and layout of the registered premises, including an indication of the primary activities to be conducted in each area of the registered premises;
- An indication of where any on-site parking will be located and all points of ingress and egress to that parking area and the registered premises from a public right-of-way;
- An indication of all external windows and doors;
- All points of ingress and egress within the registered premises;
- The location of all security devices required to prevent and deter unauthorized entrance into areas containing marijuana and the theft of marijuana at the registered premises, including:
 - Exterior lighting sufficient to deter nuisance activity and facilitate surveillance;
 - Monitored alarm system;
 - Interior electronic monitoring sensors;
 - Interior video cameras;
 - Interior panic buttons; and
 - Any other interior or exterior security devices;
- A clear indication of any areas of the registered premises where qualifying patients, caregivers and/or the public will be assisted or otherwise served by the registered dispensary.

Section 4(c). Required procedures and plans. In accordance with the laws and rules governing registered dispensaries, registered dispensaries must maintain and conduct authorized activities in accordance with certain required procedures and plans. Registered dispensaries must available to OCP upon request a copy of all current required procedures and plans. A registered dispensary must maintain a copy of current, up-to-date and revised procedures and plans at all registered premises where authorized activities occur, which must include an effective and/or revision date for every procedure and plan.

The applicant affirms that a copy of the following documents is available for review by OCP upon request:

- A board member conflict of interest policy in accordance with 18-691 CMR, ch. 2, § 7(O)(2), if the entity is a non-profit organization;
- Job descriptions and employment contract policies in accordance with 18-691 CMR, ch. 2, § 7(O)(3);
- Policies and procedures for ensuring accurate, up-to-date and appropriate patient education materials in accordance with 18-691 CMR, ch. 2, § 7(O)(4);
- Policies and procedures for ensuring the creation and maintenance of personnel files in accordance with 18-691 CMR, ch. 2, § 7(O)(6);
- Policies and procedures for ensuring the creation and maintenance of business records in accordance with 18-691 CMR, ch. 2, § 7(O)(7), including the following:
 - A transaction record to be used to record sales and transfers to qualifying patients and caregivers;
 - An acquisition record to be used to record the acquisition of cannabis plants and harvested cannabis from registered caregivers and other registered dispensaries in accordance with the laws and rules governing registered dispensaries;
 - A sample collection and transfer record to be used to record samples of harvested cannabis provided to a cannabis testing facility for research and development, quality control or other purposes;
 - A cannabis disposal record to be used to record the disposal of cannabis plants and harvested cannabis;
 - A visitor log and visitor identification badges to be issued to any visitor to restricted access areas of the registered dispensary (such as the cultivation or manufacturing area);

Forms used for inventory tracking and recordkeeping in accordance with 18-691 CMR, ch. 2, § 7(P) and (R); and
 A trip ticket to be used by the registered dispensary in accordance with 18-691 CMR, ch. 2, § 7(Q);
 N/A Policies and procedures regarding the production of cannabis concentrate and cannabis products in accordance with 18-691 CMR, ch. 4; and
 Policies and procedures for reporting of incidents and illegal activity in accordance with 18-691 CMR, ch. 2, § 7(T) and (U).

Authorized Agent Signature

Malin Dumas

Date

8/18/2023

Section 4(d). Licenses, registrations, or other proof of authorized conduct from other state agencies.

Provide, as applicable, copies of any required licenses, registrations, or other proof of authorized conduct from other state agencies; including, but not limited to:

- Pesticide applicator license obtained from the Department of Agriculture, Conservation and Forestry, Board of Pesticides Control;
- Licenses for food manufacturing and sale obtained from the Department of Agriculture, Conservation and Forestry, Division of Quality Assurance & Regulations, including without limitation:
 - A Home Food Processing License;
 - A Commercial Food Processing License;
 - A Beverage Plant License; and/or
 - A Retail Food Establishment License;
- Scale certification in accordance with 10 MRS, ch. 501.
- Sales tax registration obtained from Maine Revenue Services.

Section 5. Registration Fees. This application will not be considered complete until the registration fee is remitted by the applicant. Fees may only be remitted by cashier's check or money order made payable to "Treasurer, State of Maine". All fees are nonrefundable.

There is an annual registration fee of \$5,000 in addition to any fees required for dispensary officer or director registry identification cards, criminal history record checks and/or other required registration certificate fees.

Section 6. Acknowledgement and signature. This application must be acknowledged and signed by an agent of the applicant who is authorized to represent and legally bind the applicant.

I understand and acknowledge that the applicant and its agents, officers, directors and employees are responsible for knowing and complying with all state laws and rules governing the Maine Medical Use of Cannabis Program.

Agree Disagree

I further understand and agree to provide documents, if requested, to clarify or support information provided in this application and supporting documents. I understand and agree that federal, state and local officials or other persons and organization may verify the information I have given, except as limited by the confidentiality provisions of 22 MRS § 2425-A. Additionally, I affirm that if I have given incorrect or incomplete information in this application, my application for a dispensary registration certificate may be denied. I understand the questions and requirements of this application and the consequences of providing inaccurate, incomplete, or falsified information in this application and attachments hereto. I certify that all answers and supporting information provided in this application are true, accurate and complete to the best of my abilities and knowledge.

Authorized Agent Signature

Malin Dumas

Date

8/18/2023

Security cameras installed inside by Gardiner PD

2

← 52' →

BACK PARKING
POD Lot SIDE
ENTRANCE

STREET
CLOSET

SECONDARY
ENTRANCE
NOT USED

Street side windows

O = SECURITY SENSORS
AND CAMERAS

Street side Entrance

COUNTER TOP DISPLAY CASES

COUNTER TOP Display Cases POS

← 52' →

PARK BUFFER

RY3 WATER STREET

← 17' →

Stk. Lighting
Street Lamps

2nd Floor Windows

Security Camera

Security Camera

Security Camera

Security Camera

Public Station

POD Lot SIDE
ENTRANCE

GARDINER 4 TWENTY . LLC
EDWARD DUCAY

1/1/23

Arcade St

Arcade St

Tiger
Conve

*Entrance from
Rear to front*

*Designated
parking*

261

ing the Square

Art Press

227

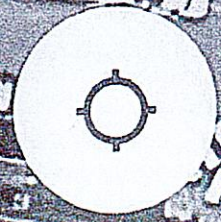
Table

Gerard's Pizza

Recently viewed

Touch of Grey Tattoo

Tattoo shop





STATE OF MAINE
 MAINE REVENUE SERVICES
 RESALE CERTIFICATE



THIS CERTIFICATE IS VALID
 NOVEMBER 01 2020 THRU DECEMBER 31 2024

<u>Business Name and Location Address</u>	<u>Certificate Number</u>	<u>Business Type</u>
GARDINER 4TWENTY LLC 243 WATER ST GARDINER ME 04345	1210642	MED MJCARE

This is to certify that the above named business is authorized to purchase during the period indicated on this certificate: (1) tangible personal property to be resold in the form of tangible personal property, or (2) a taxable service to be resold as the same taxable service. This certificate cannot be reassigned or transferred and can only be used by the above business or its authorized employees. This certificate is void if the business has ceased operating or if the certificate has been altered.

The above named business certifies that the following is being purchased in the ordinary course of business for resale as provided above.

Presented to: _____ (Insert name of seller on photocopy) (date) Presented by: _____ Authorized Signature (purchaser) (date)

DO NOT WRITE ON THIS ORIGINAL FORM

The document printed above is your new Resale Certificate. Retain this copy as an original in your file. This certificate is valid only for the period indicated.

Prior to the expiration of this certificate, Maine Revenue Services will automatically renew and reissue a new resale certificate for the next period if:

- . your account is active; and
- . you have reported \$3,000 or more in gross sales during the previous 12 months

Make copies of this original, fill in the appropriate data and provide it to the vendors from whom you make purchases for resale.

If you cease doing business, this certificate is void and must be returned to Maine Revenue Services.

Use of a resale certificate to make purchases not intended for resale is a criminal offense.

If you have any questions regarding this document, please call (207) 624-9693.

COPY



**STATE OF MAINE
MAINE REVENUE SERVICES**

**THIS REGISTRATION CERTIFICATE FOR A
RETAILER**

is issued under the provisions of MRSA, Title 36, Part 3, §1754-B to:

GARDINER 4TWENTY LLC
31 WATER ST
HALLOWELL, ME 04347

Registration Number: 1210642

Date Issued: NOVEMBER 01 2020

Business Code: 426
Filing Frequency: QUARTERLY

**IMPORTANT INFORMATION CONCERNING THIS
RETAILER'S CERTIFICATE**

This certificate must be available for inspection by the State Tax Assessor, the Assessor's representatives and agents and authorized municipal officials. This retailer's certificate verifies that this retailer and this retail location hold a valid Maine sales tax account and is authorized to collect and remit the sales tax on behalf of the State of Maine. This certificate has no expiration date. If you cease to do business in Maine please return this certificate to Maine Revenue Services.

IMPORTANT PLEASE NOTE: This retailer's certificate may NOT be used to purchase merchandise for resale tax exempt (in Maine). A resale certificate is a separate document. If you qualify to receive a resale certificate, one has been printed and mailed to you.

 COPY



State of Maine

Department of Agriculture, Conservation & Forestry
Division of Quality Assurance & Regulations
28 State House Station, Augusta, ME 04333-0028
(207) 287-3841

SERIAL NUMBER

149395

2-37386

November 2, 2022

November 28, 2025

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certifies that

**Gardiner 4 Twenty
Gardiner 4 Twenty LLC
31 Water ST**

Hallowell, ME 04347-

MEDICAL EDIBLES

Location: 243 Water ST, Gardiner

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type	Authorizations	Fee
Retail Food Establishment	0 to 10 Prepackaged Food	20.00
TOTAL:		(3 years) 60.00



Department of Agriculture, Conservation & Forestry

Division of Quality Assurance

Amanda Beal

Collette Franklin

Commissioner

Director

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
GARDINER 4TWENTY LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (from time to time amended, this "Agreement") of GARDINER 4TWENTY LLC, a Maine limited liability company, is made and entered into as of the Effective Date (as defined below), by and between Leaf Lion Investments, Inc., a Delaware corporation, being the sole member (the "Member").

RECITALS:

WHEREAS, the Company was formed on October 7, 2020 pursuant to and in accordance with the Maine Limited Liability Company Act, 31 M.R.S.A. Sections 1501 et seq. (the "Act");

WHEREAS, the Member and Manager desire to amend and restate in its entirety any limited liability company agreement of the Company entered into prior to the Effective Date to set forth the respective rights, powers, duties and obligations of the Member and the Manager and the management, operations and activities of the Company, in accordance with the terms provided herein; and

WHEREAS, this Agreement shall be effective upon the date which the Office of Cannabis Policy of the State of Maine has approved changes in the Company's ownership and management (the "Effective Date").

NOW, THEREFORE, the Member and the Manager, by execution of this Agreement, hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is "Gardiner 4Twenty LLC."
2. Purposes. The purpose of the Company is to engage in any activity for which limited liability companies may be formed in the State of Maine, including the operation of a registered dispensary or any other licensed cannabis business. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.
3. Principal Business Office. The principal business office of the Company shall be located in Gardiner, Maine, or such other location as may hereafter be determined by the Manager.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Maine is set forth in the Certificate of Formation of the Company or other filings with the Secretary of State of the State of Maine.

5. Member. The Member shall be the sole member of the Company and shall own one hundred percent (100%) of the membership interest of the Company. The name, mailing address and percentage interest of the Member is set forth on Schedule A attached hereto.

6. Capital Contributions. The Member has contributed the amount of cash or property set forth in the records of the Company.

7. Additional Contributions. The Member is not required to make any capital contribution to the Company. However, the Member may at any time make capital contributions to the Company in its discretion. Following the approval of the other members of the Company, if any, a member of the Company shall be entitled to make capital contributions to the Company by providing services to the Company.

8. Tax Characterization. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state and local tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Manager is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

9. Management of the Company.

(a) Except as otherwise expressly provided or restricted in this Agreement, and subject in all instances to the terms and provisions hereof, the Manager(s) (the "Managers" and each a "Manager") shall have full and exclusive right, power and authority to conduct the business and manage the affairs of the Company in accordance with the terms and conditions of this Agreement without any further act, vote or approval of the Member. The Members may appoint additional or substitute Managers at any time; provided, however, that any Manager appointments shall be subject to regulatory approval, including any required state or local approvals. The initial Manager of the Company shall be Gerald A. Lessard, Jr. The number of Managers shall be determined by resolution or vote of the Member, but there shall be no less than one (1) and no more than five (5) Manager(s). The number of Managers of the Company may be increased or decreased from time to time in accordance with the Act by the affirmative vote of the Member, but in no instance shall there be less than one Manager. The Manager has the authority to make any decision binding upon the Company's business, and the actions of the Manager taken in accordance with such powers set forth in this Agreement shall bind the Company. Notwithstanding any other provision of this Agreement, the Manager is authorized to execute and deliver any document on behalf of the Company. The Manager shall continue to serve in its capacity as Manager unless and until the Manager resigns as such, dies or is declared incompetent by a court or a physician selected by the Manager's spouse or is removed under this Section 9.

(b) Except as otherwise provided by the Act, a Manager may be removed, with or without cause, by an affirmative vote of the Member. A Manager may also be removed if such Manager fails to satisfy any local or state licensing or renewal criteria.

10. Officers. The Company may have one or more of the following officers as determined by the Manager from time to time: President, Secretary, Treasurer, and other officers the Manager may appoint from time to time. Any officers may be appointed and removed at the will of the Manager. If any officers are appointed by the Manager, they shall perform those functions specified by the Manager. Notwithstanding the foregoing in this Section 10, any officer appointments shall be subject to regulatory approval, including any required state or local approvals.

11. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and none of the Member, Managers or Officers shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

12. Appointment of Authorized Signatories. Subject to the provisions of the Act, the Manager may appoint, from time-to-time, pursuant to a written document executed by the Manager, one or more individuals, each of whom shall be termed an Authorized Signatory of the Company. The Manager may grant, from time-to-time, to each Authorized Signatory such authority as the Manager, in his discretion, deems necessary, appropriate or desirable. Such grants of authority may, but need not, (a) include authorization to execute and deliver, on behalf of the Company, any and all instruments which the Manager is authorized to execute and deliver on behalf of the Company, including, but not limited to, (i) checks, wire transfer authorizations and other documents required for the Company or any entity in which the Company owns a direct or indirect interest to make payments or transfers of funds or (ii) authorizing resolutions, consents and other approvals of actions to be taken by the Company or any entity in which the Company owns a direct or indirect interest or (b) include authorization to execute and deliver, on behalf of the Company, authorizing resolutions, agreements, documents and other instruments (including, but not limited to, checks, wire transfer authorizations and other documents required for the Company or any entity in which the Company owns a direct or indirect interest to make payments or transfers of funds) relating solely to one or more specific transactions or types of transactions. Grants so made may be of limited or unlimited duration. Each Authorized Signatory shall hold his/her respective position at the pleasure of the Manager, and the Manager may revoke or modify the authority granted to any such individual at any time upon notice to such individual. Notwithstanding the foregoing, the appointment of one or more Authorized Signatories pursuant to this Section 12 shall not, in any way, diminish the rights, powers and authorities of the Manager.

13. Distributions; Allocations.

(a) Distributions of net cash flow (i.e., after deducting expenses, capital and ordinary, and reserves) in such amounts and at such times as may be determined by the Manager, in his sole discretion, shall be made to the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other

applicable law.

(b) If the Company has more than one Member, (i) the Company is authorized to allocate profits to a Member in consideration of services performed for the Company by such Member and (ii) after the allocation described in clause(i), the Company's profits and losses shall be allocated in accordance with such Member's percentage interests without the need for any resolution of the members of the Company

14. Other Business. To the fullest extent permitted by law, any Covered Person (as defined below) may engage in or possess an interest in other profit-seeking or business ventures of any kind, nature or description, independently or with others, whether or not such ventures are competitive with the Company and the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Covered Person who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company shall have any duty to communicate or offer such opportunity to the Company, and such Covered Person shall not be liable to the Company or to the other Covered Person bound by this Agreement for breach of any fiduciary or other duty by reason of the fact that such Covered Person pursues or acquires for, or directs such opportunity to another person or entity or does not communicate such opportunity or information to the Company notwithstanding anything to the contrary at law or in equity. Neither the Company nor any Member nor any other Covered Person bound by this Agreement shall have any rights or obligations by virtue of this Agreement or the relationship created hereby in or to such independent ventures or the income or profits or losses derived therefrom, and the pursuit of such ventures, even if competitive with the activities of the Company, shall not be deemed wrongful or improper. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any Member, the Covered Person acting under this Agreement shall not be liable to Company or to any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of the Covered Person.

15. Exculpation and Indemnification. Neither the Member, the Manager nor any Officer nor any affiliate of the Company or the foregoing (each a "Covered Person") shall be liable to the Company or any other person or entity who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that the Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, the Covered Persons shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that the Covered Person shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of its gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 15 shall be provided out of and to the extent of Company assets only, and the

Member shall not have personal liability on account thereof.

16. Assignments. Each assignment in whole or in part of a limited liability company interest in the Company shall require the approval of the members of the Company, but where there is only one member of the Company, such approval shall be deemed granted if an assignment is made. In connection with each permitted assignment, each assignee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to such assignment, and, immediately following such admission, the transferor member shall cease to be a member of the Company if the transferor member has assigned all of its limited liability company interest in the Company.

17. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member; provided, however, that the admission of any additional members of the Company is subject to regulatory approval, including any required state or local approvals.

18. Term; Dissolution.

(a) The term of the Company commenced on the date the initial Certificate of Formation was filed with the Office of the Secretary of State of the State of Maine, and the term of the Company shall continue until the dissolution of the Company pursuant to this Section 18. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation pursuant to the Act and this Agreement.

(b) The Company shall dissolve and its affairs shall be wound upon the first to occur of the following: (i) the decision of the Member, (ii) at any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) an event of dissolution of the Company under the Act; provided, however, that within ninety (90) days following any event terminating the continued membership of the Member, if the personal representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other person, trust or entity as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

(c) The bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs in an orderly manner (including the liquidation of the assets of the Company in an orderly manner), and the Manager shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs, provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 18(d) and the Certificate of Formation has been cancelled pursuant to the Act and this Agreement. The

Manager shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to this Section 18, the Manager shall take full account of the Company's liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company's creditors to the extent required by the Act.

(e) Upon completion of the winding up and liquidation of the Company in accordance with Section 18(d), the Manager shall promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Manager deems such filing necessary or advisable.

19. Reserves. The Manager may, in its discretion, make reserves for current and future funding obligations of the Company.

20. Severability. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

21. Entire Agreement. This Agreement constitutes the entire agreement of the Member and the Manager with respect to the subject matter hereof.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Maine (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

23. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member and the Manager.

24. Benefit of Member and Manager. Except as expressly provided in Sections 14 and 15, the provisions of this Agreement (including Section 7) are intended to benefit the Member and the Manager and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and no Member or Manager shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

25. Consent to Jurisdiction/Service of Process. The Member and the Manager hereby (i) irrevocably submits to the non-exclusive jurisdiction of any Maine state court or federal court sitting in Portland, Maine in any action arising out of this Agreement, and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

26. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of

this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 26, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company's certificate of formation or limited liability company agreement.

27. Effectiveness of this Agreement. This Agreement shall be effective upon the date that the Office of Cannabis Policy of the State of Maine has approved changes in the Company's ownership and management.

28. Electronic Execution. This Agreement shall be binding when signatures are exchanged in portable digital format as attachments to electronic mail messages, or when signatures are affixed through DocuSign or by electronic signature, and original signatures shall not be required for the enforcement of this Agreement.

[SIGNATURES APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have duly executed this Amended and Restated Limited Liability Company Agreement of Gardiner 4Twenty LLC, as of the date first set forth above.

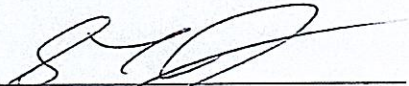
MEMBER:

LEAF LION INVESTMENTS, INC.

By: 

Name: Gerald A. Lessard, Jr.
Title: President

MANAGER:


Gerald A. Lessard, Jr.

SCHEDULE A

GARDINER 4TWENTY LLC		
Sole Members and Percentage Interests as of the Effective Date		
<u>Member Name</u>	<u>Member Address</u>	<u>Percentage Interest</u>
Leaf Lion Investments, Inc.	26 Ridge Road Telford, Pennsylvania 18969	100%

COMMERCIAL LEASE

This Lease Agreement made this 2nd day of January, 2022 by and between Three Pillar Properties LLC of Hallowell, Kennebec County, Maine (hereinafter referred to as "Landlord"), and Gardiner 420 LLC of Hallowell, Kennebec County, Maine (hereinafter referred to as "Tenant") and Edward Dugay of Hallowell, Kennebec County, Maine (hereinafter referred to as "Guarantor").

WITNESSETH

1. *Leased Premises.* Landlord leases to Tenant, in consideration of the rent to be paid by Tenant and subject to the terms and conditions set forth herein, the following described premises (the "Leased Premises"): 243-247 Water Street, Gardiner, Maine.

2. *Commencement and Term.* The term of this Lease shall commence on January 1, 2022 and shall continue for a period of fifteen (15) years until December 31, 2037 (the "Lease Term"), unless earlier terminated by mutual agreement of the parties or as otherwise provided in this Lease.

3. *Rent.* Tenant covenants and agrees to pay to Landlord at 104 Water Street, Hallowell, Maine, during the first five years of the Lease Term, a total rental amount of Sixty Six Thousand Dollars (\$66,000.00), in sixty (60) monthly installments of One Thousand One Hundred Dollars (\$1,100.00) without holdback or set-off, in advance on the first day of each month during the Lease Term. After sixty months, the rent shall increase by four per cent (4%) per year for the remainder of the lease term. If Landlord's general liability insurance policy and/or taxes on the entire building shall increase more than two per cent (2%) in a year due to the presence of tenant's business in the Landlord's Building, Tenant shall pay her pro rata share of the increase.

4. *Security Deposit.* Upon the execution of this Lease, Tenant agrees to pay to Landlord Eleven Hundred Dollars (\$1100.00), which may be held by Landlord throughout the Lease Term, without interest, as a security deposit for the faithful performance of all of Tenant's obligations hereunder. Landlord shall have the right to apply all or any part of such deposit to the curing of any default that may then exist without prejudice to any other remedy which Landlord may have on account thereof.

4A. *Renewal Option.* Provided that Tenant is not in default of any covenant, agreement or obligation contained in this Lease. Tenant shall have the option to renew this Lease for two terms of five (5) years upon notice given to Landlord at least thirty (30) days prior to the expiration of the Lease Term, upon the same terms and conditions as are applicable during the Lease Term hereto, except that the rental amount payable during the renewal term shall be negotiated. If the parties have not reached agreement concerning the rental amount by expiration of the Lease Term, then at the option of either party there shall be no renewal and Tenant must vacate and quit the premises.

5. *Holdover.* If Tenant continues to occupy the Leased Premises at the completion of the Lease Term, such continued occupancy shall be deemed a tenancy-at-will under the terms and conditions stated herein and shall be subject to a rental of amount of Two Thousand Dollars (\$2,000.00) per month, or any part thereof, until Tenant shall vacate the Leased Premises.

6. *Hazard Insurance.* Landlord agrees to maintain during the term hereof a policy of insurance insuring the building containing the Leased Premises against loss or damage by fire and other perils under extended coverage in a sum not less than eighty percent

(80%) of the insurable value of building containing the Leased Premises for the benefit, as their respective interests appear, of Landlord, his successors and assigns, in such form and with such insurance companies as Landlord shall approve. Tenant agrees to provide to Landlord, on the commencement date of the Lease Term and annually thereafter, a copy of each such insurance policy so designating Landlord's interest, as such policy is then in effect. Landlord and Tenant agree that to the extent they have an insurable interest in the Leased Premises, Tenant may obtain and maintain, at its own expense and for its own benefit, a policy of insurance insuring said interest. Tenant shall not be required to maintain flood insurance.

7. *Utilities.* During the Lease Term, Landlord covenants and agrees to pay for water and sewer to the Leased Premises. Tenant covenants and agrees to pay the cost of all other utility services provided to or for the Leased Premises, including without limitation electricity, cooling, telephone, internet, snow removal and salting, heat and all costs for cleaning and janitorial services (including the removal and disposal of trash from the Landlord's premises) on the Leased Premises, which services shall be Tenant's sole responsibility. Heat in the Leased Premises shall be maintained at no less than sixty (60) degrees.

8. *Repair and Maintenance.* Tenant agrees that from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the Lease Term, it will keep them neat and clean and maintain in good order, condition and repair, and in compliance with all federal, state and local statutes, ordinances, rules and regulations currently in effect or hereinafter enacted, all portions of the Leased Premises and any and all alterations or improvements made by Tenant pursuant to Paragraph 9 below. Landlord shall be responsible for all structural repairs deemed necessary by Landlord, except such repairs as are made necessary by the activities on the Leased Premises of Tenant, its employees, agents, customers and invitees. Further, Landlord shall be responsible for maintaining the heating, plumbing, air conditioning and lighting (other than replacement of light bulbs and maintenance of non-fixture lighting brought in by Tenant) systems on the Leased Premises. All other maintenance on or to the Leased Premises shall be Tenant's sole responsibility and expense.

9. *Alterations, Renovations and Improvements.* Tenant shall have the right, upon prior written consent of Landlord, which consent shall not be unreasonably withheld, to make such alterations, renovations and improvements to the Leased Premises as are necessary or desirable for Tenant's use of the Leased Premises as authorized herein, provided however, that Tenant shall perform such alterations, renovations and improvements in a good, workmanlike and reasonable manner, and provided further that Tenant shall indemnify and hold Landlord harmless from and against all claims, demands, costs and mechanic's liens which may arise as a direct or indirect result of or in connection with such alterations, renovations and improvements.

10. *Fixtures.* All fixtures erected on and/or attached to the Leased Premises by Tenant other than those items referred to in Paragraph 9 above, may be removed by Tenant at the termination of this Lease, provided (a) Tenant shall not then be in default the performance of any of its obligations under this Lease, (b) which removal shall not permanently or substantially damage any portion of the Leased Premises as they existed prior to the commencement of the Lease Term, and (c) such removal shall be made before the expiration of the Lease Term.

11. *Subletting and Assignment.* Tenant shall not be entitled to assign this Lease or to sublet the Leased Premises or any portion thereof, without the prior written consent of Landlord.

12. Indemnification and Liability Insurance.

(a) Tenant agrees to indemnify, protect and hold Landlord harmless from and against all liabilities, injuries, claims, losses, damages to persons, including but not limited to other tenants in the Building, or property occurring or arising on or about the Leased Premises, during the Lease Term, which liabilities, losses or damages arise as a result of Tenant's use, misuse or occupation of the Leased Premises or any part thereof, except to the extent that said liabilities, losses or damages are the result of the negligence of Landlord, its agents or employees.

(b) Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance Binder under which Landlord and Tenant are named as insureds, in an amount of not less than One Million Dollars (\$1,000,000.00).

13. Use and Business Operation.

(a) The hours during which Tenant may be open for business to the public in the Leased Premises shall be those hours that a retail marijuana store normally operate.

(b) Tenant agrees to use and occupy the Leased Premises as a retail marijuana store and for no other object or purpose without the written consent of Landlord, and further agrees not to use the Leased Premises for any purpose deemed extra hazardous or not covered by insurance in force, without the written consent of Landlord. Tenant shall operate its business in a manner that does not disturb or annoy other tenants, neighbors or the public, nor shall it maintain any nuisance on the Leased Premises. Further, Tenant agrees not to place a load upon any floor of or in the Leased Premises which, considering the age, condition, and layout of the Building, is excessive, which shall be determined by Landlord in its sole discretion.

14. Permits and Licenses. Tenant agrees to maintain in full force and effect, during the Lease Term, at its cost and expense, any and all federal, state and local permits, licenses and registrations necessary for the use of the Leased Premises by Tenant, including all permits required for the operation of a retail marijuana store. Tenant acknowledges that the cultivation, possession, use and sale of marijuana is illegal under federal law. Tenant covenants and agrees that if a lawful federal, state or local authority orders Tenant to cease and desist from the operation of a retail marijuana business, or brings criminal charges or other civil or administrative action against Tenant, that Tenant will obey and comply with any such orders, bail conditions or decrees while they remain in effect.

15. Taxes. Landlord agrees to pay all property taxes and assessments, ordinary or extraordinary, levied or assessed by a proper authority or government body, which may be levied or assessed on the Building containing the Leased Premises, subject to the provisions of paragraph 3 herein. Tenant agrees to pay any and all other taxes and assessments associated with Tenant's use of the Leased Premises, including but not limited to personal property taxes and assessments and all federal, state and local forms of withholding, and FICA taxes and assessments.

16. Right to Enter. Tenant agrees to permit Landlord or its duly authorized agents to enter on the Leased Premises during Tenant's normal business hours, without any prior notice, to examine the condition of said Leased Premises and to show the same to prospective tenants or purchasers, provided such access to the Leased Premises shall not unnecessarily interfere with Tenant's use of the Leased Premises or the conduct of Tenant's business activities thereon. In the event that Landlord wishes to enter the Leased Premises at any time other than Tenant's normal business hours, Landlord shall give Tenant twenty-four (24) hours' notice except that in case of an emergency, Landlord shall be relieved of said notice obligation.

17. *Attorneys Fees.* In the event Tenant defaults in any manner pursuant to the terms of this Lease, it agrees to pay all reasonable costs, attorneys fees and expenses that shall be made and incurred by Landlord in enforcing the terms of this Lease.

18. *Total or Partial Destruction.* (a) If the Leased Premises shall be damaged by fire or other casualty covered by Landlord's policies of fire and extended coverage insurance but are not thereby rendered untenable in any part, Landlord, at its own expense, shall cause such damage promptly to be repaired, and the rent meanwhile shall be abated in accordance with the nature and proportion of the damage, until delivery of possession of the restored Leased Premises. If the Leased Premises shall be damaged or destroyed by a fire or casualty not covered by Landlord's policies of fire and extended coverage insurance, or if said damage or destruction renders the Leased Premises untenable, in whole or in part, both parties hereto shall have the right, to be exercised by notice in writing delivered to the other party within thirty (30) days from and after the occurrence of said damage or destruction, to cancel this Lease, said cancellation to take effect thirty (30) days from and after the delivery of such notice, and in such event this Lease and the tenancy hereby created shall cease as of the aforesaid cancellation date, the rent to be adjusted as of the date of delivery of said notice. In no event shall Landlord be obligated to expend for any repairs, restoration or reconstruction pursuant to this Paragraph 18 an amount in excess of the insurance proceeds recovered by him and allocable to the damage to the Leased Premises after deduction therefrom of Landlord's reasonable expenses in obtaining such proceeds.

(b) Landlord's obligation to repair, restore or reconstruct the Leased Premises pursuant to the provisions of this Paragraph 18 shall be limited to the Building shell and any improvements originally constructed in or on the Leased Premises by Landlord contained therein prior to the commencement of the Lease Term. Tenant, at Tenant's expense, shall perform all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Leased Premises and commence doing business in accordance with the provisions of this Lease. Landlord shall not be liable for delays occasioned by adjustment of losses with insurance carriers or by any other cause so long as Landlord shall proceed in good faith. Landlord shall not be liable to Tenant for any loss in business revenues sustained by Tenant as a result of said casualty or destruction, nor the resulting repair, restoration or reconstruction or delays in completing said repairs, restoration or reconstruction.

(c) Notwithstanding anything set forth herein to the contrary, Tenant shall be responsible for all repairs and replacements of damage and/or destruction of the Leased Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Leased Premises, which damage and/or destruction is the direct and immediate result of an actual or attempted illegal or forcible entry into the Leased Premises.

(d) Tenant covenants that it will make good faith attempts to contact Landlord by telephone or by letter sent by regular mail within the time period specified herein to give notice to Landlord of any accident or damage, other than normal wear and tear, whether such damage is caused by insured or uninsured casualty occurring in, on or about the Leased Premises within forty-eight (48) hours after Tenant has or should have had knowledge of the occurrence of such accident or damage. If Tenant breaches its covenant set forth in this subparagraph (d), Landlord (unless he otherwise has

knowledge of the occurrence of such accident or damage), in addition to all other rights and remedies under this Lease, at law or in equity shall, at his option, be relieved of any of his obligations under this Paragraph 18.

19. *Eminent Domain.* If the Leased Premises shall be taken, in whole or in part, by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this Lease provided that such notice is given not later than thirty (30) days after tenant has been deprived of possession. Should any part of the Leased Premises be so taken or condemned, and should this Lease not be terminated in accordance with this Paragraph 19, Landlord shall have the option after such taking or condemnation and the determination of Landlord's award therein, to expend a portion or all of the net amount which may be awarded to Landlord in such condemnation proceedings as may be necessary to restore the Leased Premises to an architectural unit as nearly like their condition prior to the commencement of the Lease Term as shall be practicable, or to terminate this Lease, effective thirty (30) days after notice of said termination to Tenant. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Leased Premises, Landlord may supply the amount of such insufficiency and restore the Leased Premises as above provided with all reasonable diligence, or terminate this Lease. If Tenant has not already exercised any right of termination accorded to it under this Paragraph 19, Landlord shall notify Tenant of Landlord's election with respect to restoration in the event of an insufficient award not later than thirty (30) days after the final determination of the amount of the award.

(a) In the event of any award for any taking of the Leased Premises in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for the Leased Premises and for Landlord's business loss, and Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to them in any such condemnation proceedings because of their business loss or the taking of her trade fixtures, furniture, or other property.

(b) In the event of any such taking of the Leased Premises, the rent, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be suspended or abated.

20. *Limitation of Landlord's Liability.* Tenant agrees to look solely to Landlord's interest in the Building or Landlord's insurance coverage thereon for recovery of any judgment from Landlord. This Paragraph 20 shall not limit any right that Tenant might otherwise have to injunctive relief against Landlord or his successors or assigns.

21. *Waiver of Subrogation.* Insofar as and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine, Landlord and Tenant agree that with respect to any loss covered by insurance then carried by them, respectively, the one carrying such insurance and suffering that loss releases the other of and from any and all claims with respect to such loss; and they further agree that their respective insurance companies shall have no right of subrogation against one another on account of such agreement even though extra premiums may result therefrom. If an extra premium is payable by Tenant as a result of these provisions, Landlord shall not reimburse Tenant for any such extra premium.

22. *Landlord's Remedies.*

(a) It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe, or fail or neglect diligently to attempt to so perform or observe, any of the covenants, terms, provisions or conditions contained in this Lease and on its part to be performed or observed, including non-payment of rent, within fifteen (15) days after

notice of default, or if the estate hereby created shall be taken on execution or by other process of law, or if a petition in bankruptcy shall be filed by or against Tenant, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any substantial part of Tenant's property, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Federal Bankruptcy Code now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangement under any provisions of the Federal Bankruptcy Code now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts, then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, immediately or at any time thereafter, in accordance with Maine law, enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove it, its members and employees and its effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for collection of damages for breach of covenant, and upon entry as aforesaid, this Lease shall terminate. Landlord shall have all remedies available to it under Maine law in the event Tenant refuses to vacate.

(b) Landlord shall in no event be in default in the performance of any of his obligations hereunder unless and until Landlord shall have failed to perform, or failed diligently to attempt to perform, such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

(c) In the event of default by Tenant, Edward Dugay covenants and agrees to be personally responsible for curing the default, including the payment of any rent arrearages, costs and attorney's fees incurred by Landlord, and otherwise agrees to act as Guarantor for Tenant's obligations.

22.A. *Expiration, Forfeiture, or Termination.* In the event that the term hereof expires, is forfeited or is terminated under the provisions of this lease agreement, Tenant shall vacate and deliver up the Leased Premises to Landlord, remove its personal property, and leave the premises in the same condition as they were on the commencement date, reasonable wear and tear excepted.

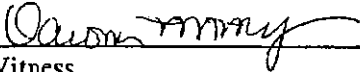
23. *Notices.* All notices required to be given pursuant to this Lease, to be effective, shall be in writing and shall be delivered by hand or first class mail, postage prepaid. The notice shall be deemed to have been received three days after it is posted in the United States Mail as evidenced by a Certificate of Mailing duly stamped by a postal service clerk, addressed to the following addresses:

- (i) To Tenant at: 31 Water Street
Hallowell, Maine 04347
- (ii) To Guarantor at: 31 Water Street
Hallowell, Maine 04347
- (iii) To Landlord at: 104 Water Street,
Hallowell, Maine 04347

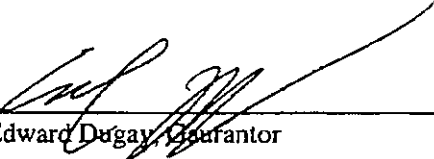
Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

PERSONAL GUARANTY

I, Edward R. Dugay, being the signatory hereto, in consideration of the extension of the within lease to Harvest Consulting LLC, being a corporate entity and the signatory hereto not entering into this Lease as Tenant in his personal capacity, then the signatory hereto does hereby interpose and bind himself in favor of the Landlord as surety and as co-principal debtor with the Tenant for the obligations of this Lease, the said signatory acknowledging by these presents that in the event of the Tenant failing to honor and perform any of its obligations under this Lease that the said signatory shall be personally responsible for the obligations of the Tenant under this Lease.



Witness



Edward Dugay, Guarantor

FIRST AMENDMENT TO COMMERCIAL LEASE

THIS FIRST AMENDMENT TO COMMERCIAL LEASE (this "First Amendment") is dated as of August 14, 2023 ("Effective Date"), by and between THREE PILLAR PROPERTIES LLC, a Maine limited liability Company ("Landlord"), and GARDINER 4TWENTY, LLC, a Maine limited liability company ("Tenant"). The Tenant's legal name set forth in the Lease (as defined below) is spelled incorrectly as "Gardiner 420 LLC." The correct spelling of the Tenant's legal name is "Gardiner 4Twenty LLC."

RECITALS:

WHEREAS, Landlord as lessor and Tenant as lessee entered into that certain Commercial Lease (the "Lease") dated January 25, 2022 regarding the real property located at 243-247 Water Street, Gardiner, Maine; and

WHEREAS, Landlord and Tenant wish to amend the Lease to, among other matters, modify the term thereunder.

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

1. Recitals; Defined Terms. The foregoing recitals are hereby incorporated into this First Amendment by reference, as if fully set forth in this first paragraph. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease. As of the Effective Date, the term "Lease" shall mean the Lease, as amended by this First Amendment.

2. Amendments to Lease. The Lease is hereby amended as follows:

(a) All references to the Tenant's legal name spelled as "Gardiner 420 LLC" should be replaced in each instance with "Gardiner 4Twenty LLC" to reflect the correct spelling of the Tenant's legal name.

(b) Paragraph 2 of the Lease is hereby amended by deleting the same in its entirety and substituting the following in its place:

2. Commencement and Term. The initial term of this Lease shall commence on January 25, 2022 and shall continue for a period of five (5) years (the "Initial Term"). Following the Initial Term and provided Tenant is not then in default under the Lease, the Tenant shall have the option to renew the term of the Lease for two (2) successive terms of five (5) years each (each a "Renewal Term" and together with the Initial Term, hereinafter referred to as the "Lease Term"). Tenant shall exercise the option by written notice to Landlord provided not less than ninety (90) days prior to the expiration of the Initial Term or the Renewal Term, as applicable.

For the avoidance of doubt, the amount and payment terms regarding rent under the Lease are not

amended. The amount of rent shall remain as provided in Paragraph 3 of the Lease throughout the Initial Term and any Renewal Term, as the case may be, whereby Tenant shall pay rent in the amount of \$66,000.00 in sixty (60) installments of \$1,100.00 without holdback or set off, in advance on the first day of each month during the Lease Term. After sixty (60) months, the rent shall increase by four percent (4%) per year for the remainder of the Lease Term (including the Initial Term and any Renewal Term, as the case may be). In addition, if the Landlord's general liability insurance policy and/or taxes on the entire building shall increase more than two percent (2%) in a year due to the presence of Tenant's business in Landlord's building, Tenant shall pay its pro rata share of such increase.

4. No Defaults, Etc. Landlord represents and warrants to Tenant, as of the Effective Date, that: (i) the Lease is in full force and effect and (ii) Tenant has timely paid all rent, additional rent, and other sums due under the Lease, (iii) Landlord has not delivered to Tenant any notice of default under the Lease, and (iv) to Landlord's knowledge, no condition or fact exists which, with the giving of notice, the passage of time, or both, would result in a breach of the Lease by Tenant.

5. Other Terms And Provisions.

5.1 Conflicts. If any provision of this First Amendment conflicts with the Lease, the provisions of this First Amendment shall control.

5.2 Ratification. Except as otherwise expressly modified by the terms of this First Amendment, the Lease shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Lease not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of the parties hereto enforceable according to the terms thereof.

5.3 Binding Effect. All of the covenants contained in this First Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

3.1 Invalid Provision. If any provision of this First Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This First Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this First Amendment and the remaining provisions of this First Amendment shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this First Amendment.

3.2 Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same First Amendment. This First Amendment may be executed by electronic signature.

[SIGNATURE PAGE BELOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the Effective Date.

LANDLORD:

THREE PILLAR PROPERTIES LLC

By: 

Name: Terry L. Berry

Its: Sole Member and Manager

TENANT:

GARDINER 4TWENTY LLC

By: 

Name: Eddie DuGay

Its: Manager



**CITY OF GARDINER
FIRE & RESCUE DEPARTMENT**



Chief Richard Sieberg

August 23, 2023

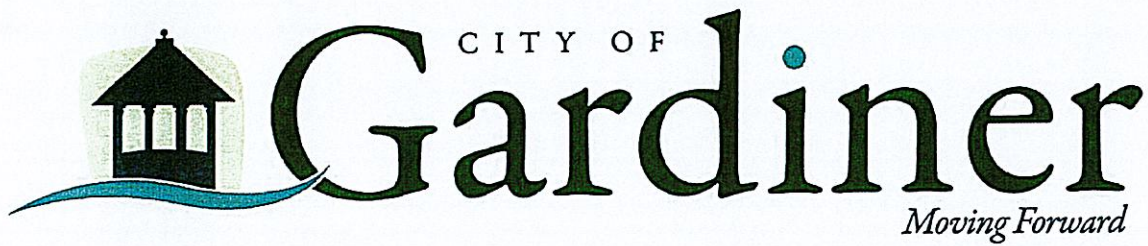
Dear Edward Dugay,

I have received your renewal application for a business at 243 Water Street in Gardiner under the name Gardiner 4Twenty. Upon careful review of your proposal and discussion with the City's Code Enforcement officer I feel comfortable that your business would not create a significant impact on the Fire Department.

As always we look forward to working with all of the businesses in the City. Please feel free to reach out to the Fire Department if you have questions or concerns.

Sincerely,

Richard Sieberg
Gardiner Fire Department
Fire Chief



August 24, 2023

City Council
City of Gardiner
6 Church Street
Gardiner, ME 04345

Re: Gardiner 420

Please be advised that the Medical Marijuana retail business located at 243 Water Street, Gardiner, ME operated by Gardiner 420 has not had any adverse effects on the City of Gardiner Wastewater transport and treatment system, which has adequate capacity to handle the domestic wastewater coming from the site. If you have any questions, please let me know.

Best regards,

A handwritten signature in black ink, appearing to read "D. Clark", written over a light blue horizontal line.

Douglas E. Clark
Wastewater Director
City of Gardiner WWTF

Office of the City Manager | 6 Church Street | Gardiner, ME 04345
207-582-4200 | 207-582-6895 (fax) | econdev@gardinermaine.com
www.GardinerMaine.com



GARDINER POLICE DEPARTMENT



Chief Todd H. Pilsbury

August 29, 2023

CEO Kris McNeill
Gardiner Planning Board
Office of Economic and Community Development

Mr. Edward Dugay
Gardiner 4Twenty
243 Water Street
Gardiner, Maine 04345

Based upon information previously provided and based upon information now known, this business appears to continue to have appropriate operational, safety and security measures in place to continue to operate in the City of Gardiner. With the appropriate systems in place, it is my belief that the Gardiner Police Department will continue to have the ability to respond safely and effectively to any calls for service that may occur at this business. This business may result in an occasional call for police services; however, it is unlikely that the occasional call will have any true impact on the overall services that the Gardiner Police Department delivers.

Sincerely,

Chief Todd H. Pilsbury
Gardiner Police Department
City of Gardiner

City of Dallas Receipt	
DATE	AMOUNT
12-15-78	1200.00
12-22-78	1200.00
12-29-78	1200.00
1-05-79	1200.00
1-12-79	1200.00
1-19-79	1200.00
1-26-79	1200.00
2-02-79	1200.00
2-09-79	1200.00
2-16-79	1200.00
2-23-79	1200.00
2-29-79	1200.00
3-06-79	1200.00
3-13-79	1200.00
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