

MH-21-2

Marijuana Home Establishment Business License

Status: Active

Date Created: Sep 20, 2021

Applicant

benjamin sandquist
ben.sandquist@gmail.com
35 tilton ave
kittery, Maine 03904
16173045539

Location

35 TILTON AVENUE
KITTERY, ME 03904

Owner:

SANDQUIST, BRETT
35 TILTON AVENUE KITTERY, ME 03904

Applicant's Information

Applicant's Name

Benjamin sandquist

Applicant's Mailing Address

35 Tilton ave

Applicant's Phone Number

617-304-5549

Applicant's Email Address

Ben.sandquist@gmail.com

Relationship of applicant to company

Owner

Home Establishment Information

Home Establishment Street Address

35 Tilton ave kittery maine

Home Establishment Business Name

Deltalab

Is this business currently operating with Town of Kittery Approvals as either a Minor or Major Home Occupation?

No

Name of Property Owner

Brett sandquist

Property Owner's Mailing Address

35 Tilton ave kittery maine

Certification and Acknowledgement

I certify that all information provided on this application is true and accurate to the best of my abilities. I understand that any false or misleading information may be grounds for the rejection of this application.

Benjamin sandquist
09/14/2021

I understand that the submittal of this application does not guarantee that a license will be granted.

Benjamin sandquist
09/14/2021

I have read and understand the rules governing the operation of a Home Establishment as detailed in Town Code 16.8.30. I certify that I will not violate the ordinances of the Town of Kittery and that any such violation may result in the loss of licensure and/or Planning Board Approval.

Benjamin sandquist
09/14/2021

Planning Board Application

Property Description

Parcel Map Number

16

Parcel Lot Number

178

Base Zone

R-U

Overlay Zones

N/A

Total Land Area

.15 acres

MS4

N/A

Physical Address

35 Tilton ave

Property Owner's Information

Last Name

Sandquist

First Name

Brett

Phone Number

7815842645

Email Address

Bsandquist68@gmail.com

Fax Number

N/A

Mailing Address

35 Tilton ave

Applicant's Agent Information

First Name

Ben

Last Name

Sandquist

Phone Number

6173045539

Name of Business

Deltalab

Email Address

Ben.sandquist@gmail.com

Fax Number

N/A

Mailing Address

35 Tilton ave

Project Description

Existing Land Use(s):

Primary residence

Proposed Land Use(s) and Development:

Primary residence

Please describe any construction constraints (wetlands, shoreland overlay zone, flood plain, non-conformance, etc.)

N/A

Certification and Acknowledgement

I certify, to the best of my knowledge, this application information is true and correct and I will not deviate from the Plan submitted without notifying the Town Planner and Development Department of any changes.

Benjamin Sandquist

09/20/2021

Applicant's Name

Benjamin Sandquist

Attachments










-  KITTERY DEED 001.tif
Uploaded by benjamin sandquist on Sep 20, 2021 at 9:58 pm
-  ApplicationFeeNotification.pdf
Uploaded by benjamin sandquist on Sep 20, 2021 at 10:00 pm
-  STATE OF MAINE.pdf
Uploaded by benjamin sandquist on Oct 6, 2021 at 4:48 pm
-  LIMITED LIABILITY COMPANY OPERATING AGREEMENT.pdf
Uploaded by benjamin sandquist on Sep 22, 2021 at 2:17 pm
-  Town of Kittery.pdf
Uploaded by benjamin sandquist on Sep 20, 2021 at 10:09 pm
-  EVIDENCE OF LAND USE.docx
Uploaded by benjamin sandquist on Sep 20, 2021 at 10:09 pm
-  285 USeathe Soft.pdf
Uploaded by benjamin sandquist on Sep 23, 2021 at 11:27 am
-  ProPoSed.pdf
Uploaded by benjamin sandquist on Sep 23, 2021 at 11:27 am
-  Untitled document.pdf
Uploaded by benjamin sandquist on Sep 20, 2021 at 10:26 pm
-  STATE OF MAINE 2.pdf
Uploaded by benjamin sandquist on Oct 6, 2021 at 10:40 pm

History

Date	Activity
Sep 14, 2021 at 7:16 pm	benjamin sandquist started a draft of Record MH-21-2
Sep 20, 2021 at 10:27 pm	benjamin sandquist submitted Record MH-21-2
Sep 20, 2021 at 10:27 pm	approval step Application Completeness was assigned to Dave Evans on Record MH-21-2
Sep 23, 2021 at 11:44 am	Dave Evans approved approval step Application Completeness on Record MH-21-2
Sep 23, 2021 at 2:33 pm	completed payment step Licensing Fees on Record MH-21-2
Sep 23, 2021 at 2:33 pm	approval step Code Enforcement Office Review was assigned to Craig Alfis on Record MH-21-2
Sep 23, 2021 at 2:33 pm	approval step Town Planner Review was assigned to Bart McDonough on Record MH-21-2
Sep 30, 2021 at 1:46 pm	Craig Alfis approved approval step Code Enforcement Office Review on Record MH-21-2
Oct 4, 2021 at 11:32 am	Bart McDonough approved approval step Town Planner Review on Record MH-21-2
Oct 4, 2021 at 11:32 am	approval step Fire Department Certification was assigned to Dave O'Brien on Record MH-21-2
Oct 4, 2021 at 11:32 am	approval step Planning and Development Review was assigned to Adam Causey on Record MH-21-2
Oct 4, 2021 at 11:32 am	approval step Police Review and Background Check was assigned to Danielle Lindman on Record MH-21-2
Oct 5, 2021 at 8:05 am	Dave O'Brien approved approval step Fire Department Certification on Record MH-21-2
Oct 6, 2021 at 2:34 pm	Danielle Lindman approved approval step Police Review and Background Check on Record MH-21-2

Date	Activity
Oct 6, 2021 at 10:40 pm	benjamin sandquist added attachment STATE OF MAINE 2.pdf to Record MH-21-2
Oct 7, 2021 at 9:50 am	Adam Causey approved approval step Planning and Development Review on Record MH-21-2
Oct 7, 2021 at 9:50 am	approval step Planning Board Approval was assigned to Bart McDonough on Record MH-21-2

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Application Completeness	Complete	Sep 20, 2021 at 10:27 pm	Sep 23, 2021 at 11:44 am	Dave Evans	-
 Licensing Fees	Paid	Sep 23, 2021 at 11:44 am	Sep 23, 2021 at 2:33 pm	-	-
 Code Enforcement Office Review	Complete	Sep 23, 2021 at 2:33 pm	Sep 30, 2021 at 1:46 pm	Craig Alfis	-
 Town Planner Review	Complete	Sep 23, 2021 at 2:33 pm	Oct 4, 2021 at 11:32 am	Bart McDonough	-
 Fire Department Certification	Complete	Oct 4, 2021 at 11:32 am	Oct 5, 2021 at 8:05 am	Dave O'Brien	-
 Police Review and Background Check	Complete	Oct 4, 2021 at 11:32 am	Oct 6, 2021 at 2:34 pm	Danielle Lindman	-
 Planning and Development Review	Complete	Oct 4, 2021 at 11:32 am	Oct 7, 2021 at 9:50 am	Adam Causey	-
 Planning Board Approval	Active	Oct 7, 2021 at 9:50 am	-	Bart McDonough	-
 Town Manager Review	Inactive	-	-	-	-
 License Issuance	Inactive	-	-	-	-

Return to:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That we, **Kevin J. Daley and Beryl B. Daley**, of 35 Tilton Avenue, Kittery ME 03904, for consideration paid grant to **Brett Sandquist and Pamela Sandquist**, of 20 Cable Road, Rye NH 03870, as joint tenants, with **WARRANTY COVENANTS**:

A certain lot or parcel of land with the buildings thereon, situated in the Town of Kittery, County of York and State of Maine and being lot numbered one (1) on Revised Plan of Land of Mattawamkeag Realty Co., Kittery Maine, dated June 10, 1941, recorded in York Registry of Deeds, Plan Book 16, Page 31 and 32 by John W. Durgin, C.E., said lot being bounded and described as follows:

Southeasterly by Tilton Avenue, so-called, sixty (60) feet; Southwesterly* by land now or formerly of Russell Jellerson one hundred fifteen and seven tenths (115.7) feet; Northwesterly* by land now or formerly of Henry Lesferance sixty-four and two tenths (64.2) feet; and Northeasterly by lot numbered two (2) on said Plan one hundred nine and eight tenths (109.8) feet.

*Corrects scrivener's errors in prior deed. See correct description at Bok 3211, Page 6 recorded in the Cumberland County Registry of Deeds.

Meaning and intending to describe and convey the same premises conveyed to Kevin J. Daley and Beryl B. Daley by virtue of a deed from George E. Henshaw dated December 21, 2007, recorded in the York County Registry of Deeds at Book 15335 and Page 690.

Executed this 20th day of JUNE, 2014.

Kevin J. Daley
Kevin J. Daley

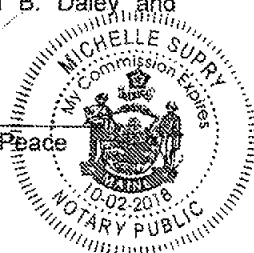
Beryl B. Daley
Beryl B. Daley

State of Maine
County of YORK

JUNE 20, 2014

Then personally appeared before me the said Kevin J. Daley and Beryl B. Daley and acknowledged the foregoing to be their voluntary act and deed.

Notary Public, Justice of the Peace
Commission expiration:



Red Door Title • 1662 Post Road B2, Wells ME 04090 • (207) 358-7500

MAINE REAL ESTATE
TRANSFER TAX PAID

This caregiver operation will consist of growing small batches of craft organic cannabis and deliver my products to patients in need directly to their home. This business will bring no traffic to Tilton ave and will produce very minimal waste. I won't be using any chemicals or fertilizers and plan to have minimal environmental impact as well as keep the neighborhood quiet.

Odor Mitigation

In addition to the original odor control plan I will be installing two intake vents as well as two 6 inch vivosun 390cfm inline fans for two more exhaust vents. There will be a 6 inch carbon filter hooked up to each of the exhaust fans.

Traffic.

This business will be delivery only and no patients would be coming to 35 tilton ave for any reason.

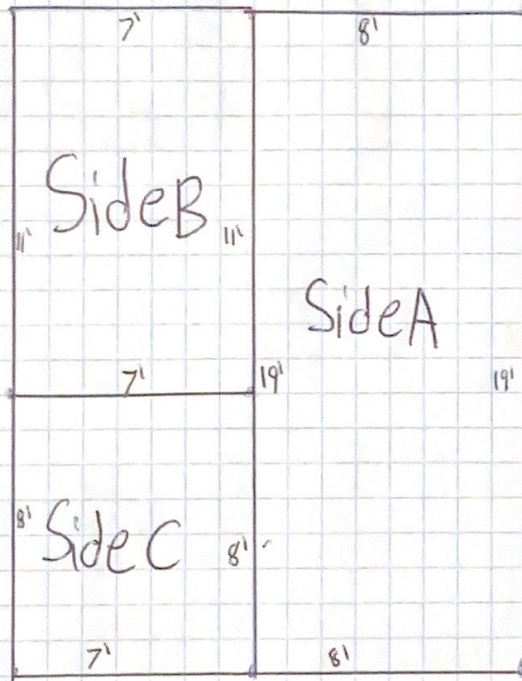
Waste disposal

The waste material that we have will be disposed of via incinerator licensed by the DEP.

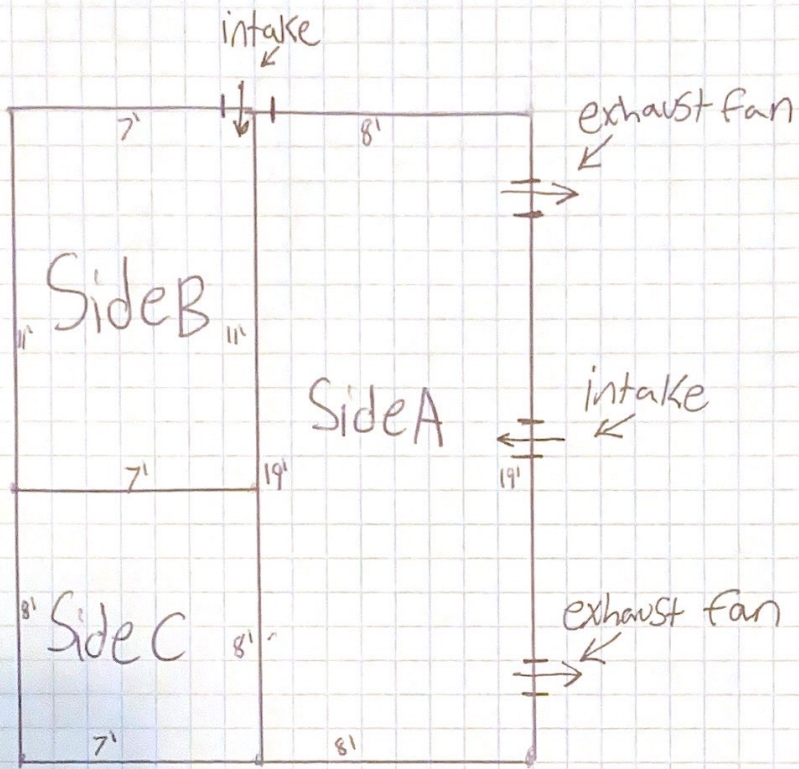
Odor control plan

Overview

There will be two separate six inch 390CFM Vivosun inline duct fans moving air from room A into Room B through the wall, which will be mounted towards the top. There will be two separate six inch 390CFM Vivosun inline duct fans moving air from room B into room A through the wall, which will be mounted towards the bottom. On each of the inline fans there will be an activated six inch carbon filter attached. This is a total of four of the six inch inline fans as well as four of the six inch carbon filters attached. These fans will be moving a total of 1,560 cubic feet of air per minute through these filters. The ideal CFM rating for an indoor grow, while also accounting for a 20% loss due to carbon filter is determined by $[(\text{growspace width} \times \text{growspace height} \times \text{growspace length} / 5) \times 1.2]$. For room A and room B combined these spaces will need to have 439.68 CFM of airflow. My ventilation set up is over 3x the needed capacity in order to mitigate the smell completely.

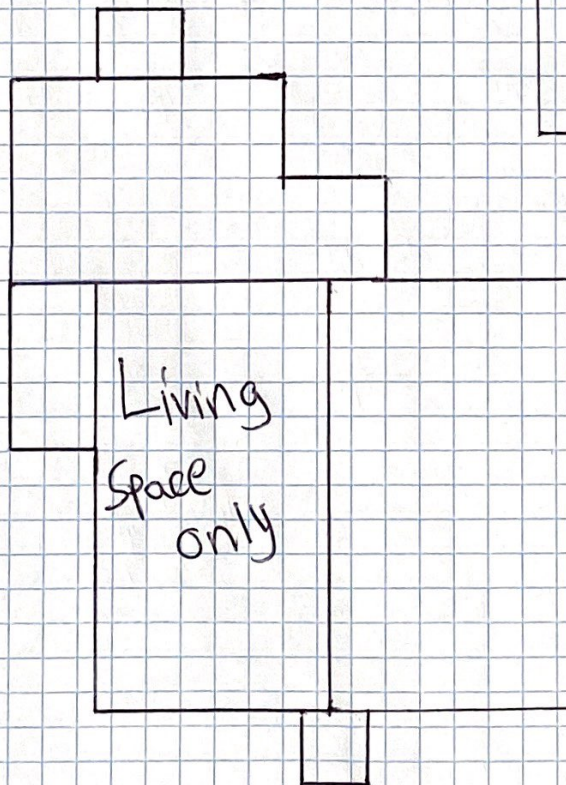
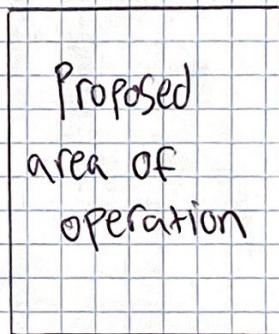


Ceiling height is 8^{ft} in all rooms.



ceiling height is 8ft in all rooms.

Garage



COMMERCIAL LEASE AGREEMENT

Brett Sandquist and **Pamela Sandquist**, owners of record of 35 Tilton Avenue, Kittery, Maine ("Landlord"), and **Deltalab, LLC** ("Tenant") enter into this **Lease Agreement** (the "Lease").

In consideration of the rentals and mutual promises set forth below, Landlord and Tenant agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord the garage located on the property at 35 Tilton Avenue, Kittery, Maine (the "Premises").

2. **Term.** Landlord leases the Premises to Tenant for **sixty months**, beginning on November 1, 2021, and ending on October 31, 2026, or sooner as provided in this Lease.

3. **Option to Renew.** If Tenant is not in default in performing this Lease, it shall have the option to renew the Lease for five terms of twelve months beginning on November 1, 2026, and the first day of each subsequent renewal term. All terms and conditions of this Lease shall apply during the renewal terms.

Tenant shall give Landlord written notice of its intent to renew at least ninety days before each term expires. If Tenant does not give Landlord notice at least ninety days before a term expires, this option may expire at Landlord's sole discretion.

4. **Rent.** Tenant shall pay to Landlord **\$1.00 per month** due before the first day of each month for that month's rent during this Lease's term.

5. **Possession of the Premises.** Landlord promises that it legally possesses the Premises and has full right to lease the Premises to Tenant.

6. **Expiration and Condition.** Tenant agrees that it shall give up its interest in and turn over possession of the Premises to Landlord when this Lease expires. Tenant shall turn over the Premises in good and reasonable repair and condition considering reasonable wear and use. Tenant shall do so peaceably and quietly.

Tenant shall not strip or harm the Premises or the surrounding property and shall not allow others to do so. Landlord shall repair, at Tenant's expense, any damage caused by the negligence of Tenant, its invitees, employees, or agents.

Tenant shall have a reasonable amount of time after this Lease terminates to remove its equipment, fixtures, machinery, and other personal property.

7. Use of the Premises.

(a) Tenant's Use. Tenant shall use and occupy the premises to cultivate medical marijuana as allowed under State of Maine law and Town of Kittery ordinances. Tenant shall comply with all municipal ordinances and state laws and regulations. Failure to comply shall be considered a material breach of this Lease.

(b) Landlord's Acknowledgment of Use. Landlord acknowledges and agrees that Tenant may use the premises for a marijuana business that is legal under state and municipal laws, regulations, and ordinances, though that use may be illegal under Federal law.

8. Access to the Premises.

(a) Access Allowed. Tenant shall allow **only** the following into any area where marijuana is present:

- i. Tenant's registered assistants;
- ii. contractors or maintenance people accompanied by Tenant at all times;
- iii. emergency personnel;
- iv. Maine Office of Marijuana Policy inspectors;
- v. Town of Kittery Code Enforcement Officer inspecting for ordinance compliance and accompanied by Tenant at all times; and
- vi. elected officials touring the facility for education purposes and accompanied by Tenant at all times.

(b) Access Prohibited. Prohibited persons include, but are not limited to:

- i. any other medical marijuana cultivator in the facility, unless that person is registered as Tenant's assistant; and
- ii. Landlord, unless Landlord is registered as Tenant's assistant. Under current Maine medical marijuana laws and regulations, Landlord or Landlord's agents may not enter any area where marijuana is present unless Landlord or Landlord's agent is: (1) Tenant's registered assistant; or (2) in the area to perform repairs, maintenance, or construction and is under the direct accompaniment and supervision of Tenant. If, in the future, Landlord is no longer forbidden by any Maine or local law from entering the premises, Tenant shall permit

Landlord or Landlord's agents to enter the premises at reasonable times and upon reasonable notice.

9. **Assignment and Subleasing.** Tenant may not assign or sublet any portion of or all of the Premises without Landlord's written approval. Any assignment or subletting without Landlord's written approval shall be void and, at Landlord's option, may terminate this Lease.

10. **Utilities.** Landlord shall be responsible for all utilities. Utilities include electricity, sewer, garbage, water, heat, phone, Internet services on the premises, snow removal, garbage removal, and routine cleaning.

11. **Maintenance.** Landlord shall provide all non-routine maintenance and repairs.

12. **Hazardous Materials.** Tenant shall not have any hazardous or toxic materials on the Premises or surrounding property.

13. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions, and requirements of all Town of Kittery and State of Maine authorities in force now or in the future that apply to the Premises.

14. **Eminent Domain.** If any governmental entity takes all or any part of the Premises by eminent domain, this Lease shall terminate on the date that title vests under that taking. Landlord shall repay any pre-paid rent for the period after the termination date. Tenant shall not be entitled to any part of Landlord's award or payment for the taking. Tenant may file a claim for any taking of fixtures and improvements that Tenant owns and for moving expenses.

15. **Destruction of Tenant's Personal Property.** Landlord shall not be responsible for destruction of Tenant's personal property, including business inventory and equipment, except as caused by the negligent or unlawful conduct of Landlord or its agents.

16. **Signage.** Tenant may place signage on the building's exterior. All signage shall comply with Town of Kittery ordinances.

17. **Parking.** Tenant, its invitees, and its employees may park on the Premises as allowed by Town of Kittery ordinance.

18. **Landlord's Remedies on Default.** If Tenant defaults by not paying rent or violating any other condition of this Lease, Landlord may give Tenant notice of the default.

If Tenant does not fix the problem causing the default within fifteen days after receiving the notice, or if the default is such that Tenant cannot completely fix it within that period and Tenant does not begin fixing the problem or does not continue fixing the problem with reasonable diligence and good faith within that period, Landlord may terminate this Lease and all of Tenant's rights under this Lease by giving Tenant written notice.

If this Lease terminates in this way, Tenant shall give up its interest in the Premises and turn over possession of the Premises to Landlord. After termination, Landlord may, at any time, resume possession of the Premises and remove Tenant or other occupants and their effects by any lawful means. Landlord's failure to enforce any term of this paragraph does not mean that it can never enforce that term.

Only written notice given by Landlord to Tenant advising Tenant that Landlord chooses to terminate this Lease for default shall be construed as terminating this Lease. If Landlord chooses to terminate this Lease for default, Landlord may recover from Tenant: a) any unpaid rent earned at the time of termination; and b) any rent that Landlord would have earned from the time of termination until a new tenant takes possession. In the event of default and termination, Landlord has a duty to mitigate its damages by taking reasonable measures to search for a new tenant.

19. **Indemnification of Landlord.** Landlord shall not be responsible for any damage or injury to Tenant, any other person, or any property, except as caused by the negligence of Landlord or its agents. Tenant agrees to indemnify Landlord from any claims for damages except for those caused by the sole negligence or unlawful conduct of Landlord or its agents.

20. **Subordination.** The rights of a party holding an existing or future mortgage, lien, deed of trust, ground lease, pledge as collateral to secure debt, security device, or encumbrance against the real property may take precedence over the Tenant's rights. Tenant promises and agrees to execute and deliver, upon demand, any reasonably necessary documents to create such rights. **Self-executing:** The agreements contained in the paragraph shall be effective without executing any further documents. The power given in this paragraph is coupled with an interest and is irrevocable.

21. **Legal Action.** Any legal action related to this Lease shall be brought in Maine District Court in York County, Maine.

22. **Waiver.** Landlord's failure to enforce any term of this Lease does not mean that it can never enforce that term.

23. **Notices.** Any notice required by either party shall be given in writing by personal delivery or pre-paid certified mail at the Premises or by text message or email to Tenant.

24. **Heirs, Assigns, Successors, Dissolution.** If Tenant dissolves, this Lease shall terminate. No heirs, assigns, or successors shall have any rights under or interest in this Lease.


25. **Time of Essence.** Time is of the essence in the performance of this Lease.

26. **Entire Agreement.** This Lease constitutes the entire agreement between the Parties and may be modified only by a writing signed by all Parties.

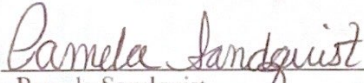
The parties sign as follows:

Signed this 1st day of November, 2021.

LANDLORD:

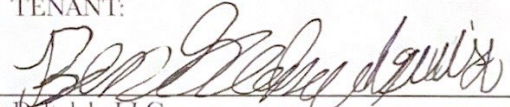


Brett Sandquist



Pamela Sandquist

TENANT:



Deltalab, LLC

By: Benjamin Sandquist, its Member

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Detalab, LLC

A Member-Managed Maine Limited Liability Company

Benjamin Sandquist (the “Member”) and **Detalab, LLC** (the “Company”) agree to enter into this **Limited Liability Company Operating Agreement** (the “Agreement”).

Article 1 Formation

1.1 **Organization.** The Member organizes the Company under the Maine Limited Liability Company Act (the “Act”), 31 M.R.S.A. §§1501-1693.

1.2 **Filing.** If not already filed, promptly after this Agreement becomes effective, the Company shall cause a Certificate of Formation and any other required documentation to be filed with the Maine Secretary of State. The Company shall pay any filing fees.

1.3 **Member-Managed.** The Member shall manage the Company according to this Agreement’s terms.

1.4 **Name.** The Company’s name is Detalab, LLC. The Company will conduct all business under that name or under any other name that the Member may determine, as allowed by applicable law.

(a) Fictitious Name. If the Member decides to do business under any name other than Detalab, LLC, the Company shall cause a Statement of Intention to Transact Business Under an Assumed or Fictitious Name (or currently appropriate form) to be filed with the Maine Secretary of State. The Company shall pay any filing fees.

(b) Changing the Company’s Name. The Member may change the Company’s name at any time. The Company shall cause this Agreement to be amended to reflect the new name, and the Member shall sign the amendment. The Company shall cause a Certificate of Amendment (or currently appropriate form) designating the new name to be filed with the Maine Secretary of State. The Company shall pay any filing fees.

1.5 **Change to Multiple Member LLC.** If the Member determines to add members to the Company, this Company shall dissolve.

1.6 **Principal Place of Business.** The Company will have its principal business office at 35 Tilton Avenue, Kittery, Maine 03904. The Member may change the principal place of business at any time.

1.7 **Registered Agent.** Benjamin Sandquist is the Company's registered agent. The Member may change the Company's registered agent at any time. The registered agent must have a physical address in Maine. The registered agent is not required to be a member of the Company. The Company shall cause a Statement of Change of Registered Agent (or currently appropriate form) designating the new registered agent to be filed with the Maine Secretary of State. The Company shall pay any filing fees.

1.8 **Registered Office.** The Company's registered office is 35 Tilton Avenue, Kittery, Maine 03904. The registered office must be a physical address in Maine. The Member may change the Company's registered office at any time. The Company shall cause a Statement of Change of Registered Address (or currently appropriate form) designating the new registered address to be filed with the Maine Secretary of State. The Company shall pay any filing fee.

1.9 **Term.** The Company shall exist until it is dissolved either voluntarily according to this Agreement's Article 7 or involuntarily by a court or governmental administrative body.

1.10 **Powers.** The Company shall have the power to do all things that LLCs are legally permitted to do under the Act and under Maine law.

1.11 **Purpose.** The Company's purpose is to cultivate, manufacture, and sell medical marijuana and medical marijuana products as legal under Maine law and municipal ordinance.

1.12 **Federal Illegality.** **The Member and the Company acknowledge that marijuana possession, cultivation, and sales is illegal under federal law and that marijuana is a Class I Controlled Substance under federal law. The Member and the Company acknowledge that as long as marijuana is illegal under federal law, they may be conducting activities that federal law considers to be co-conspiracy and trafficking in controlled substances, among other charges. The Member and the Company acknowledge the risk inherent in**

operating illegally under federal law, even when those operations are legal under Maine law.

1.13 **Entity Status.** The Company will be a legal entity separate and distinct from the Member.

Article 2 Limited Liability

2.1 **Debts, Obligations, and Liabilities Belong Solely to the Company.** Under 31 M.R.S. § 1544, except as where otherwise provided in the Act, the Company's debts, obligations, and liabilities, whether arising in contract, torts, or otherwise, belong solely to the Company.

2.2 **No Personal Obligation.** Being or acting as a Member of the Company does not by itself make the Member personally responsible for any of the Company's debts, obligations, or liabilities. Under 31 M.R.S. § 1559, a Member or authorized person may not be held personally liable for monetary damages for failing to discharge any duty unless that Member or authorized person is found to have acted dishonestly or not acted with the reasonable belief that the action was in or not opposed to the Company's or its Member's best interests.

2.3 **Asset Ownership.** The Company shall own all its assets in its own name. The Member shall have no direct interest in those assets.

Article 3 Membership

3.1 **Compensation.** The Member shall not be paid as a member of the LLC for performing any duties associated with his membership, including managing the Company.

3.2 **Reimbursement for Expenses.** The Company shall reimburse the Member for all reasonable expenses incurred in managing the Company.

3.4 **Transfer of Interest.** The Member may transfer his entire membership interest in the Company another person or entity. This Agreement shall be amended to reflect the transfer.

3.5 **Assignment.** The Member may not assign his membership interest in the Company.

3.6 **No New Members.** The Company shall not add members. If the Member determines to add members to the Company, the Company shall dissolve according to Article 7.

3.7 **Member Substitution.** The Member may substitute another party for himself as the Member in the Company. This Agreement shall be amended to reflect the substitution.

Article 4

Taxation

4.1 **Tax Status.** As a single-member LLC, the Company is a sole proprietorship and disregarded as an entity separate from its owner under federal tax regulations. In all other respects outside of tax regulations, the Company is a legal entity separate from the Member.

4.2 **Self-employment Taxes.** As the sole Member of a disregarded entity, the Member will be subject to self-employment taxes on the Company's income as provided in IRC §§ 1401 and 1402 and Internal Revenue Service Prop. Reg. § 1.1402(a)-2.4.2.

4.3 **Change in Tax Classification.** The Member may change the Company's tax status to an S Corporation by signing IRS Form 8832, Entity Classification Election, and filing with the IRS. The Member should seek tax advice from a certified public accountant with knowledge about IRC § 280.

4.4 **Tax Year and Accounting Period.** The Company's tax year and accounting period shall be the calendar year. The Member may change the Company's tax year and accounting period by filing the appropriate forms with the IRS and Maine Revenue if the Company qualifies for such a change.

4.5 **State Taxation.** The Company and the Member will be taxed under Maine's laws and regulations.

Article 5

Accounting and Banking

5.1 **Banking.**

(a) Accounts Separate from Any Member Account. The Company shall deposit all its funds into an account or accounts separate from any personal or business accounts of the Member.

(b) Insured Accounts. All Company accounts shall be insured or guaranteed by an agency of the United States government.

5.2 **Principal Accountant.** Oliver Brown, 775 U.S. Route 1, Suite 3, York, Maine, is the Company's principal accountant. The Company's accountant must be a certified public accountant

and knowledgeable in Maine and federal taxation of marijuana-related businesses. The Member may end the Company's relationship with its accountant at any time and choose another accountant.

Article 5 Contributions

- 5.1 **Amount.** The Member shall make an initial capital contribution to the.
- 5.2 **Additional Contributions.** The Member make additional contributions to the Company at any time.
- 5.3 **Capitalization.** The Member shall ensure that the Company remains adequately capitalized at all times.
- 5.4 **Documentation of Contribution.** If the Member contributes to the Company, the Company shall promptly file one or more of the following documents in its records:
- photocopy of a cancelled check;
 - evidence of a bank transfer;
 - documentation of services performed and their value;
 - records of real property transfers;
 - records of personal property transfers; or
 - documentation of a loan to the Company.
- 5.4 **No Interest on Contributions or Accrued Allocations.** The Member shall not earn any interest on any contributions to the Company.

Article 6 Capital Accounts

- 6.1 **Separate Accounts.** The Company shall maintain a capital account for the Member. The capital account shall show the Member's contributions and profit and loss allocations. The Member may contribute to the Company through cash, property, or services. Contributed property and services will be valued at their fair market value.
- 6.2 **Upward Adjustments.** The Company shall increase the Member's capital account by the following:
- (a) the amount of cash that the Member contributes to the Company;
 - (b) the fair market value of property that the Member contributes to the Company, minus any liabilities secured by the property that the Company assumes or takes subject to;
 - (c) the value of services performed for the Company;
 - (d) the amount of any Company liabilities that the Member assumes; and

(c) allocations to the Member for the Company's profit, income, or gain.

6.3 **Downward Adjustments.** The Company shall decrease the Member's capital account by the following:

(a) the amount of cash that the Company distributes to the Member;

(b) the fair market value of property that the Company distributes to the Member, minus any liabilities secured by the property that the Member assumes or takes subject to; and

(c) allocations to the Member for the Company's losses, deductions, and expenses.

6.4 **Annual Allocation of Profits and Losses.** The Company shall allocate profits and losses to the Member's capital account on December 31 of each year. The Member may change the profit and loss allocation period to quarterly or monthly with a unanimous vote.

Article 6 Record Keeping

6.1 **Records.** The Company will keep thorough business records at its principal place of business.

6.2 **Books.** The Company will keep thorough books of accounts and other records necessary or appropriate for the sound management of the Company's business and internal affairs. Books shall be kept according to GAAP. The Company will keep its books at its principal place of business or the office of its principal certified public accountant.

6.3 **Duty to Compile and Maintain Records.** The Company has a duty to compile and keep records showing the Member's contributions and the value of those contributions.

Article 7 Dissolution and Winding Up

7.1 **Dissolution.** The Member may determine to dissolve the Company at any time. Upon the Member determining to dissolve, the Company must stop carrying on business. The Company will cause a Certificate of Cancellation (or currently appropriate form) to be filed with the Maine Secretary of State. Although the Company will not be terminated until the Secretary of State has issued the Certificate of Cancellation, it may not carry on business after the determination to dissolve.

7.2 **Member's Death.** The Member's death shall cause the Company to dissolve.

7.3 **Distribution of Assets.** Upon winding up, the Company shall distribute its property as follows:

- (a) first to pay outstanding taxes, such as sales and property taxes;
- (b) next to creditors, including the Member or his estate if he is a creditor, as allowed by law; and
- (c) next to the Member or his estate.

7.4 **Completion of Winding Up.** The Company's winding up will be complete when all the following have occurred:

- (a) the Company's debts, liabilities, and obligations have been paid and discharged or the Company has made reasonably adequate provision for their payment and discharge has been made; and
- (b) the Company has distributed all remaining property to the Member or his estate.

Upon completing winding up, the Company shall cause a Certificate of Cancellation to be delivered to the Maine Secretary of State for filing.

Article 8 Amending This Agreement

The Member may amend or change this Agreement from time to time. The Member shall put any amendment or change into writing and sign and date the writing.

Article 9 Miscellaneous

9.1 **Entire Agreement.** This Agreement represents the entire agreement between the Member and the Company.

9.2 **Headings.** Any headings in this Agreement are solely for convenience of reference and do not constitute a part of this Agreement. They do not affect this Agreement's meaning, how it is interpreted, or its operation.

9.3 **Inconsistencies with the Act.**

(a) This Agreement Governs. The parties to this Agreement expressly want it to govern, even if it differs from the Act's provisions or any other law or rule, including provisions about the relationship between the Company and the Member and the Member's duties and obligations.

(b) Provision Not Allowed Under Law. If any provision in this Agreement is not allowed under the Act or other law, this Agreement will be considered amended to the smallest degree possible to make it effective.

9.4 **Member as Employee**. The Member understands that for federal income tax purposes, a Member cannot be an employee of the Company unless the Company elects taxation as an S corporation under federal tax law. Unless the Company elects taxation as an S Corporation, the Member is considered self-employed for tax purposes must pay all employment taxes (*e.g.*, Social Security and Medicare), including the employer's share of these taxes, on any distributions received from the Company.

Article 10 Legal Effect

10.1 **Member's Acceptance of Articles**. The Member has reviewed and now approves and accepts this Agreement's Articles.

10.2 **Binding Effect**. This Agreement binds the Member upon signing.

10.3 **Duration**. The Company will be revived on the date of filing the Certificate of Revival with the Maine Secretary of State. It will continue indefinitely until it is dissolved either voluntarily according to this Agreement's Article 7 or involuntarily by a court or governmental administrative body.

10.4 **Governing Law**. This Agreement shall be controlled by and construed under the laws of the state of Maine.

10.5 **Addition of the Company as a Party to the Agreement**. Upon revival, the Company automatically becomes a party to this Agreement.

10.6 **Effective Date**. The effective date of the Agreement will be the date that the Member signs it.

Signature on Next Page

The Member hereby signs and adopts this Agreement as the Company's Operating Agreement.

09/22/2021

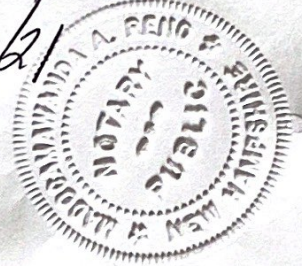
Date

Benjamin Sandquist
Benjamin Sandquist

Madocamawanda Ann Reno
Notary Public, State of New Hampshire
My Commission Expires Dec 06, 2022

Madocamawanda Ann Reno

9/22/21



Maine Medical Use Marijuana Registration Notice of Fee

License Information:

Individual's Legal Name: BENJAMIN SANDQUIST	Business DBA:	Pending Registration Number: CGR30549
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Registration Type:
INDIVIDUAL CAREGIVER

Mailing Address: 35 TILTON AVE KITTERY, ME 03904-1310	Primary Email: ben.sandquist@gmail.com
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Fee Information:

You have applied for the INDIVIDUAL CAREGIVER Registration with the Office of Marijuana Policy. To continue the application process, you must remit the application fee of \$1,500.00 with a Cashier's Check or Money Order(s) made out to the Treasurer, State of Maine.

Fee Details:

CGR INITIAL REG FEE	\$1,500.00
Total:	\$1,500.00

Important:

- Payment must be made with Cashier's Check or Money Order(s) to the "Treasurer, State of Maine".
- Payment must be received before the registration application can be processed.

A copy of this form must be submitted with your payment for processing. Thank you.

Please mail Payment to:
OFFICE OF MARIJUANA POLICY
 162 State House Station
 Augusta, ME 04333

If paying in person:
OFFICE OF MARIJUANA POLICY
 19 Union Street
 First Floor
 Augusta, ME

For: **BENJAMIN SANDQUIST**
CGR30549

CGR_INI CGR INITIAL REG FEE

Total: \$1,500.00

Office use only:

Date Received:	Cash Number:	Check/Money Order Numbers:
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**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:

SANDQUIST BENJAMIN
35 TILTON AVE
KITTERY, ME 03904-1310

Registration Number: 1219931

Date Issued: AUGUST 01 2021

Business Code: 426
Filing Frequency: ANNUAL

**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.



STATE OF MAINE
 MAINE REVENUE SERVICES
 RESALE CERTIFICATE



THIS CERTIFICATE IS VALID

AUGUST 01 2021 THRU DECEMBER 31 2024

<u>Business Name and Location Address</u>	<u>Certificate Number</u>	<u>Business Type</u>
SANDQUIST BENJAMIN 35 TILTON AVE KITTERY ME 03904-1310	1219931	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: _____ Presented by: _____
 (insert name of seller on photocopy) (date) 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.



JANET T. MILLS
GOVERNOR

STATE OF MAINE
OFFICE OF MARIJUANA POLICY
162 STATE HOUSE STATION
19 UNION STREET
FIRST FLOOR
AUGUSTA, MAINE 04333-0162

ADMINISTRATIVE & FINANCIAL SERVICES

KIRSTEN LC FIGUEROA
COMMISSIONER

OFFICE OF MARIJUANA POLICY

ERIK GUNDERSEN
DIRECTOR

BENJAMIN SANDQUIST
35 TILTON AVE
KITTERY, ME 03904-1310

September 27, 2021

Dear BENJAMIN SANDQUIST

Enclosed please find your registry identification card. This card authorizes participation in the Maine Medical Use of Marijuana Program, Office of Marijuana Policy (OMP). However, in order for this card to be valid, it must be accompanied by your Maine or government issued photo identification for the purposes of verifying your identity.

It is the responsibility of the cardholder to review, understand and follow Maine's Medical Use Marijuana statute and rules. This information can be accessed on the OMP website: www.maine.gov/dafs/omp/.

In order to ensure receipt of up-to-date communications from OMP, please notify the Office immediately if any of your contact information changes.

Please contact OMP at (207) 287-3282 or by email at licensing.omp@maine.gov with questions.

Sincerely,

Elisa C Ellis
Director of Licensing
Office of Marijuana Policy



Maine Medical Use
Of Marijuana

Date Issued: 09/27/2021
Expires: 09/26/2022

Individual Caregiver

BENJAMIN SANDQUIST

DOB: 06/02/1998

No Retail Location Provided

Registration #: **CGR30549**

Control # : **416717**

Authorization for mature plants grown under 500
square foot canopy/60 immature

Address: 35 TILTON AVE, KITTERY, ME 03904-1310

If found, please return to:
Maine Medical Use Of Marijuana Program
162 STATE HOUSE STATION
19 UNION STREET
FIRST FLOOR
AUGUSTA, ME 04333-0162



Town of Kittery

200 Rogers Road
Kittery, ME 03904
207-439-0452

Criminal Record and Background Check Release

Instructions: Please print a copy of this form for each owner, officer, member manager or partner. Each individual must complete this form.

I hereby grant permission to the Town of Kittery to conduct a criminal record and background check. I understand that this is a requirement of licensing of a Marijuana Business pursuant to Kittery Town Code 5.11.6.G.

Benjamin Sandquist

Printed Name

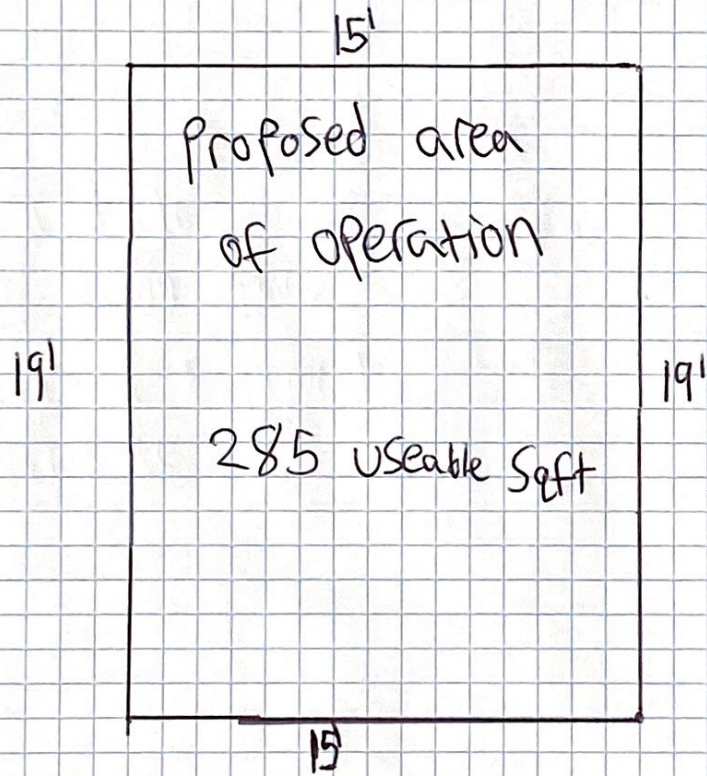
Ben Sandquist

Signature

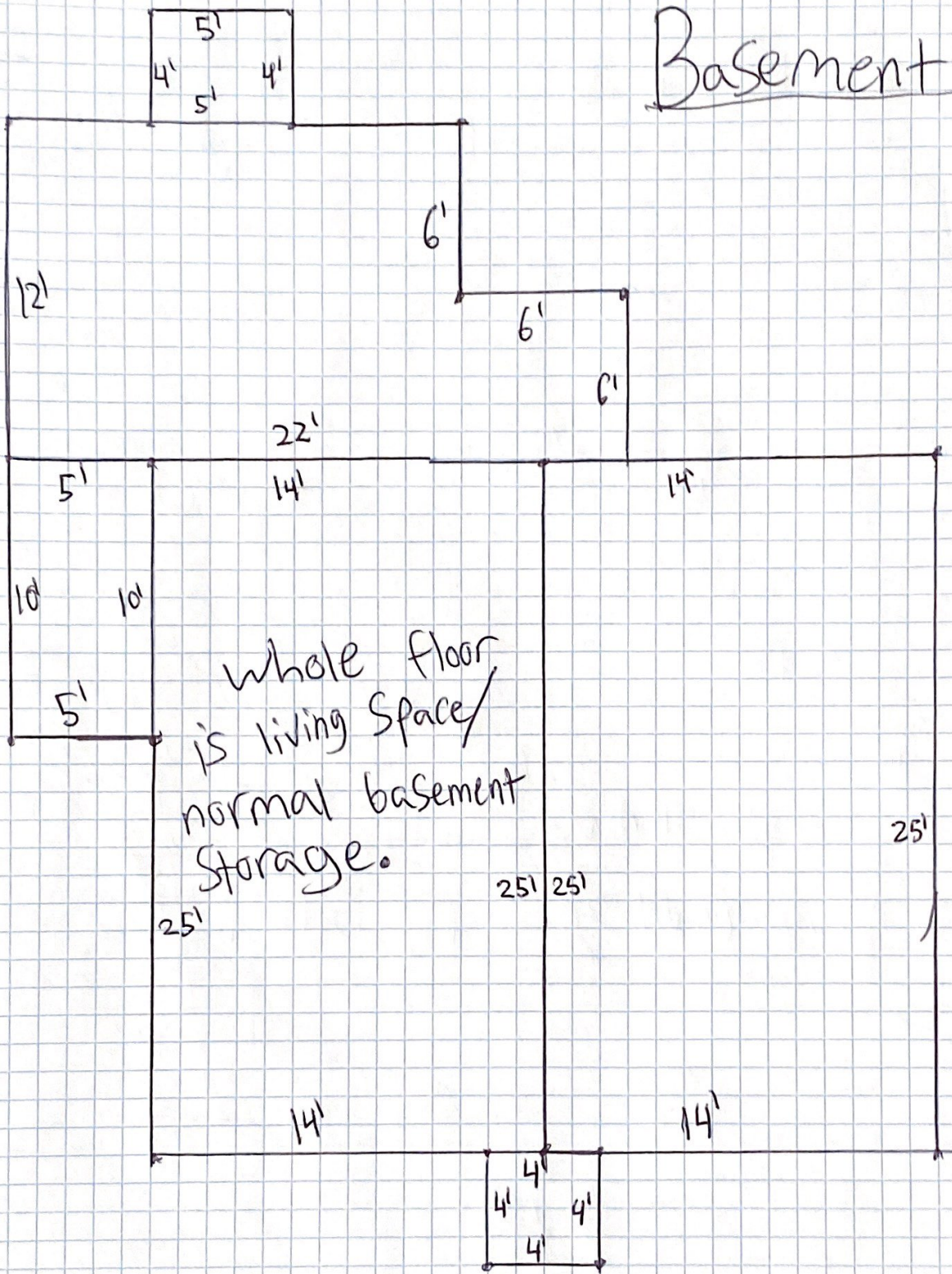
09/20/2021

Date

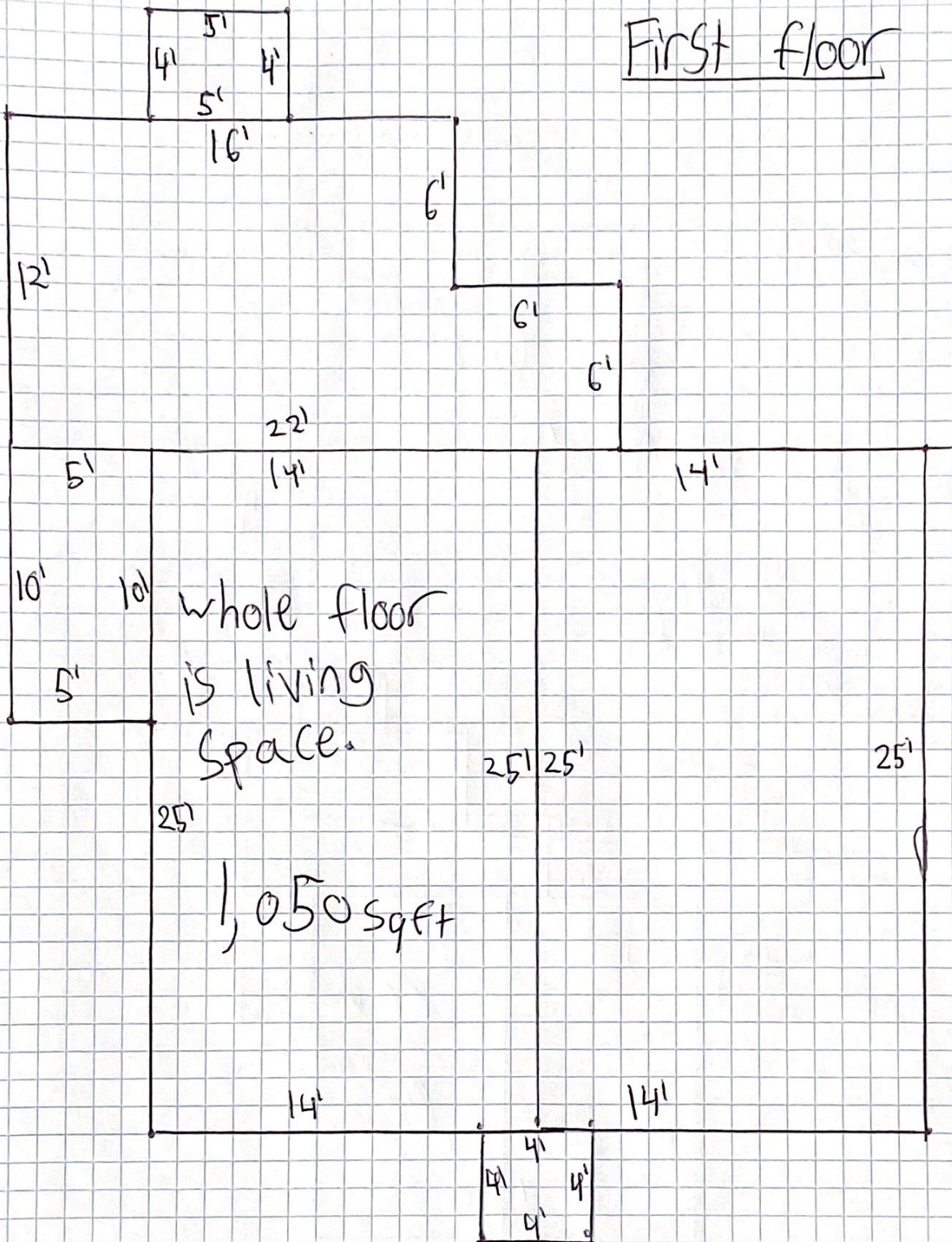
Garage



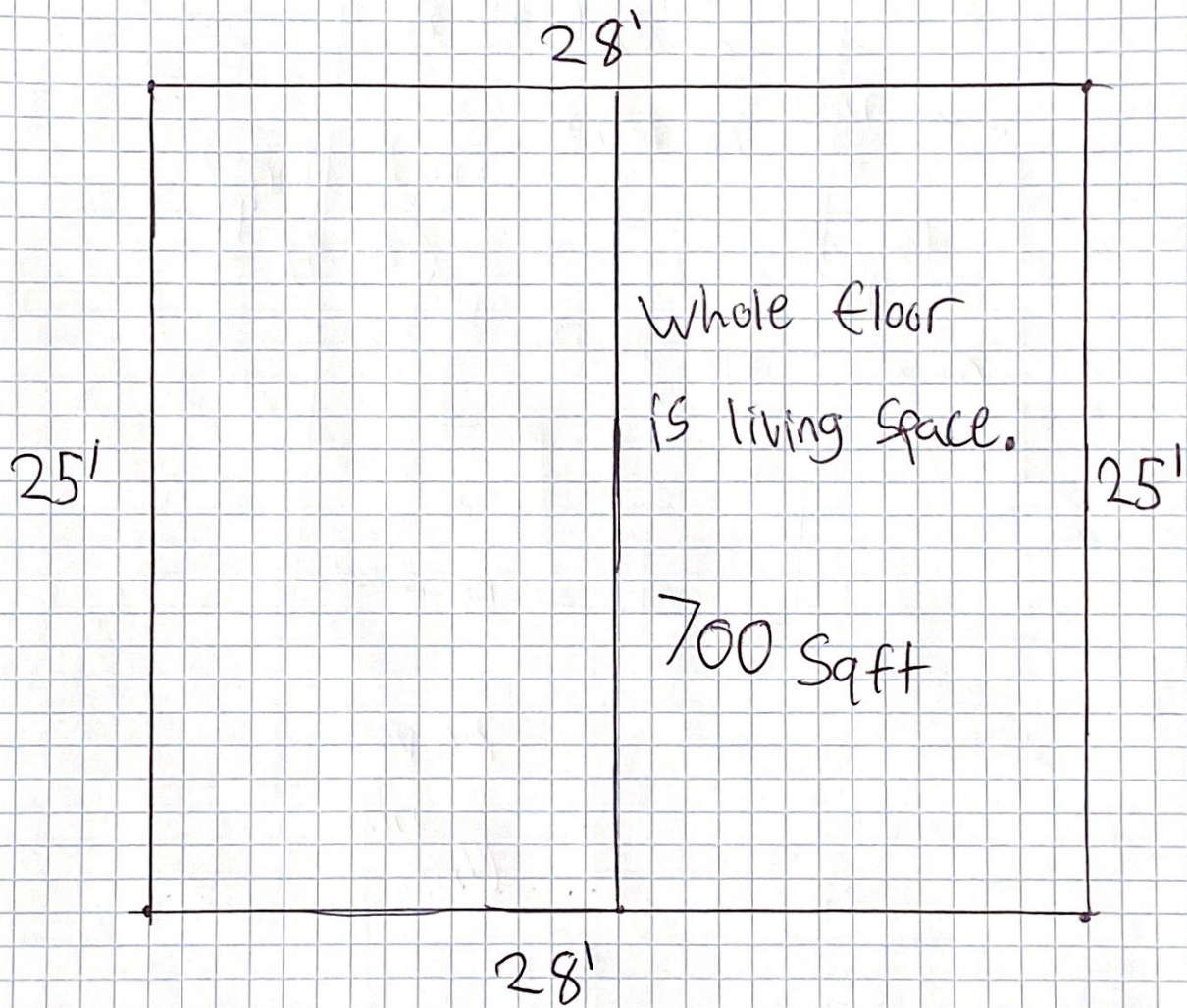
Basement

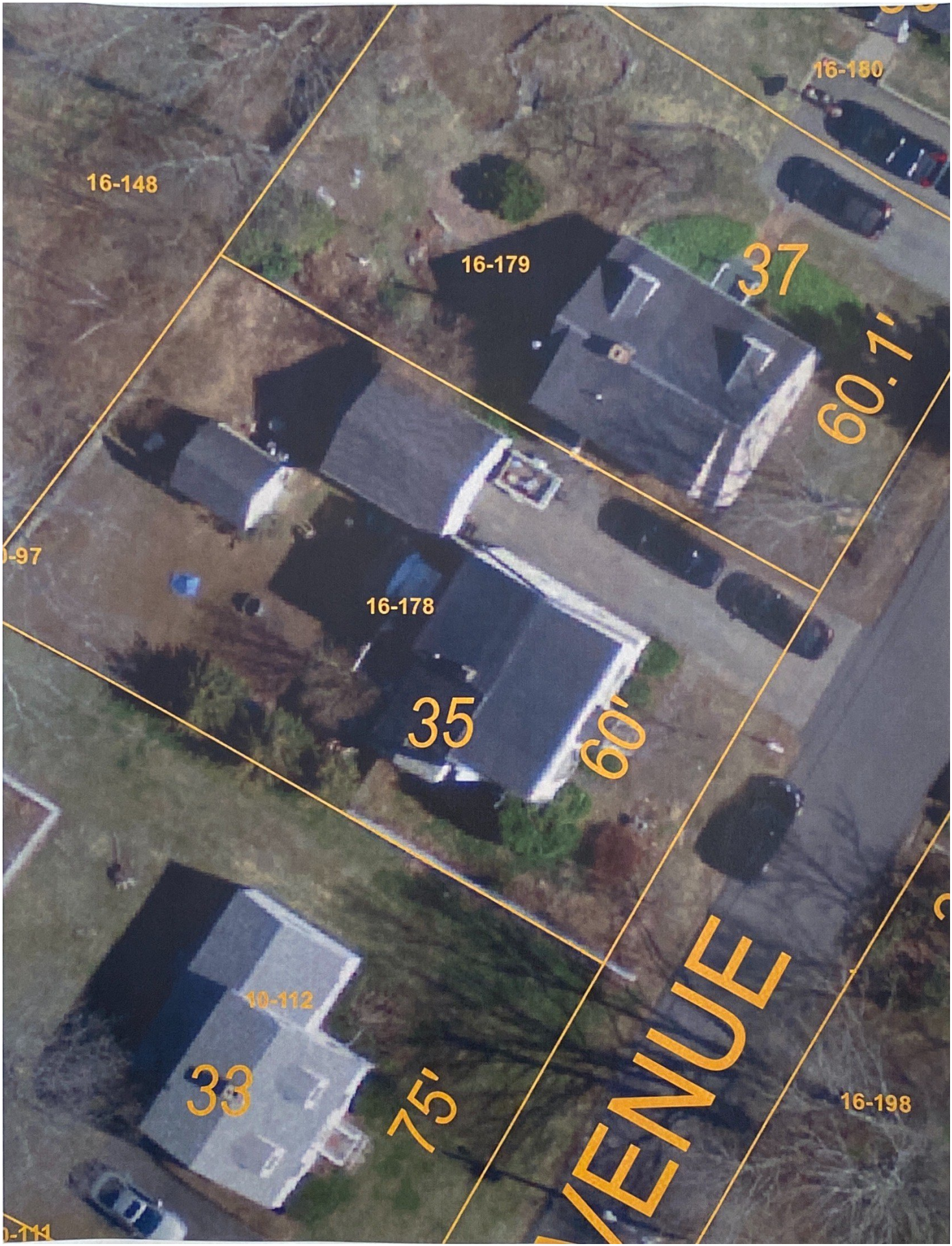


First floor



Second floor





16-148

16-179

16-180

37

60.1'

16-178

35

60'

10-112

33

75'

VENUE

16-198

0-97

0-114

Garage

