

BRIAND. CONDON, JR.
Attorney at Law

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April 1, 2024

Town of Readfield
Chip Stephens, CEO

RE: 769 Main Street, Readfield

Dear Town,

I've been retained by Frank Berenyi to review and modify his application for a cannabis store at 769 Main St., Readfield. This location previously had a cannabis care giver store that was licensed and authorized through the Town and the State of Maine. The State OCP (Office of Cannabis Policy) does not give permits for individual stores until they are approved by the Towns, hence this is our first step. Additionally, I've spoken to the proprietors of the previous store, and they are living out of state at the moment and believed their previous license to have expired. Therefore this is a new application.

Mr. Berenyi follows OCP regulations and licensing procedures to the letter and forms a new LLC for each of his ventures as per "best practices" statements by the OCP authorities. Although not necessary and a bit more expensive, Mr. Berenyi prefers to do it this way even though each individual LLC is a disregarded entity because he is the ONLY member of the LLC. OCP grants the license to the individual, and the individual uses it with his business, similar to a license to serve alcohol. Therefore this application is on behalf of Mr. Berenyi, but he will be doing business as FKD Berenyi, LLC. Being a disregarded entity, he is essentially a sole proprietorship and reports income on a schedule C for IRS purposes, and his LLC is the DBA. If any further documents are needed to explain or put this into more certain terms for the Town we certainly would complete them.

Although the building was previously utilized as a Cannabis care giver store, a lot of work is ahead of Mr. Berenyi to bring it up to his "standards" so to speak. He will be making the outside and inside look and feel like a standard retail outlet, with well lit areas, clear signage, and an inviting front façade. If you've ever been to one of Mr. Berenyi's many stores, you would see that he spares no expense to both integrate them into the surrounding landscape if they are in a multi-business location such as a strip mall, or if they are stand alone buildings they are well lit and look nice.

Although the building itself has 2 apartments above the store, they are in need some TLC and are not currently rented. Hence there is nothing in the application in regards to outlining what their sizes are, dimensions, bathroom/bedrooms, etc. At

some point in the future Mr. Berenyi will work with Chip Stephens to outline a plan to utilize those apartments as housing is most certainly something the community needs.

Lastly, Mr. Berenyi certainly apologizes for missing the previously scheduled meeting. We both discussed it as being on March 13, and it wasn't until the day after the meeting that he realized that he had missed it.

If there are any questions I can be reached at winthroplegal@gmail.com and (207) 377-3005. We thank you for your time.

Very truly yours,



Brian D. Condon, Jr.
Attorney at Law

File Copy

Non-Conforming Structures

Questions to answer if you are seeking a permit to expand, relocate, reconstruct or replace a non-conforming structure or are seeking a permit to build a new, enlarged or replacement foundation beneath an existing non-conforming structure. (See Article 11 of the Land Use Ordinance for definition of “non-conforming.”)

A. For an expansion of a structure, please list the total **floor area** for all portions of the structure(s) located between 25 to 75 feet from the normal high water line of the water body, tributary stream, or upland edge of a wetland: None- N/A. (Please attach a worksheet showing how you calculated the total **floor area**. The term “**floor area**” is defined in Article 11 of the Land Use Ordinance.”)

B. For an expansion of a structure, please list the total **floor area** for all portions of the structure(s) located between 75 to 100 feet from the normal high-water line of the water body: None-N/A. (Please attach a worksheet showing how you calculated the total **floor area**. The term “**floor area**” is defined in Article 11 of the Land Use Ordinance.”)

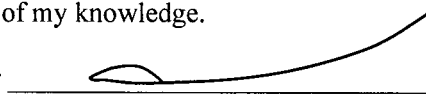
C. If you plan to put in a new, enlarged or replacement foundation below a non-conforming structure OR if you are seeking to relocate, reconstruct or replace a non-conforming structure, please describe whether the foundation or structure can be located further from the water to meet, or come closer to meeting set-backs, and if not, explain why it cannot be moved further back.

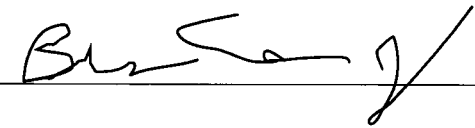
None-N/A

D. For structures in the Shoreland Residential, Resource Protection or Stream Protection zones, please show how the proposed development does not exceed the 20% lot coverage maximum. See Article 11 of the Land Use Ordinance for definition of “**lot coverage**.”

None-N/A

I certify that the foregoing, and the attached materials including responses to review criteria, are true, correct and accurate to the best of my knowledge.

Signature of Applicant / Owner  Date 04/03/2024

Signature of Agent (if any):  Date 04/03/2024

Instructions for Completing the Review Criteria Questionnaire

A review by the Readfield Planning Board will be restricted to the criteria set forth in Article 6, Section 3.C, below. Following this Article is a questionnaire intended to help you provide information to demonstrate that your proposed use meets these criteria. Please respond to these questions as completely as possible as they relate to your proposed project. Any questions that you believe are not applicable, please state your reason. This will help provide the Board with the information necessary to conduct a fair and timely review.

Article 6, Section 3.C Review Criteria

The applicant shall demonstrate that the proposed use to the maximum extent possible meets the review criteria listed below. The Planning Board shall approve the application unless it makes written findings that one or more of these criteria have not been met.

1. **Aesthetic, Cultural and Natural Values.** The proposed activity shall not have an undue adverse affect on the scenic or natural beauty of the area, aesthetics, historic sites, archeological sites or significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the Town of Readfield, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.
2. **Conformity with Local Ordinances and Plans.** The proposed activity shall conform with all applicable Ordinances and the Comprehensive Plan.
3. **Erosion.** The proposed activity shall not cause soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results. The best management practices set forth in the "Maine Erosion and Sediment Control Handbook for Construction Practices" (Cumberland County Soil and Water Conservation District, Department of Environmental Protection, March 1991 or as revised), or the most applicable best management practices as referred to in Article 8 Section 11, shall further mandate compliance with this requirement.
4. **Financial Burden on Town.** The proposed activity shall not cause an unreasonable financial burden on the Town for provisions of public services and facilities.
5. **Financial and Technical Capacity.** The applicant shall have adequate financial resources and technical capacity to construct and maintain the proposed improvements and meet the criteria of all applicable Ordinances. In making the above determinations, the Planning Board shall consider the proposed time frame for construction, the effects of inflation, the applicant's previous experience, the experience and training of the applicant's consultants and contractors, and the existence of any violations of previous approvals granted to the applicant under the provisions of this Ordinance.

6. **Flood Areas.** The proposed activity shall not adversely affect flood plain areas as depicted on the Federal Emergency Management Agency's Flood Insurance Rate Maps, and the proposal shall conform with all applicable requirements of the Town of Readfield Floodplain Management Ordinance.
7. **Wetlands.** The proposed activity shall not have an adverse impact on freshwater wetlands.
8. **Groundwater.** The proposed activity shall not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater.
9. **Municipal Solid Waste Disposal.** The proposed activity shall not cause a burden on the Town's ability to dispose of solid waste, if municipal services are to be utilized.
10. **Water Supply.** The proposed activity shall not cause a burden on an existing public water supply, if one is to be used.
11. **Adjacent Land Uses.** The proposed activity shall not have a detrimental effect on adjacent land uses or other properties, that might be affected by waste, noise, glare fumes, smoke, dust, odors or other effects.
12. **Pollution.** The proposed activity shall not result in water or air pollution. In making this determination, the Planning Board shall at a minimum consider:
 - a. The elevation of the land above sea level and its relation to the flood plains;
 - b. The nature of soils and subsoils and their ability to adequately support waste disposal;
 - c. The slope of the land and its effect on effluents, including phosphorous transport; and
 - d. The applicable State and Town health, air and water resource and sludge rules and regulations.
13. **Waterbodies.** The proposed activity shall not have an undue impact on any waterbody such as a lake, pond, or stream.
14. **Wastewater Disposal.** The proposed activity shall provide for adequate wastewater disposal meeting all applicable requirements and shall not cause a burden on public services if they are utilized. Form HHE 200, or its equivalent, shall be required for a primary site.
15. **Stormwater.** The proposed activity shall: a) provide for stormwater management, and b) comply with the best management practices set forth in the Stormwater Management for Maine, Best Management Practices (Department of Environmental Protection, State of Maine, November 1995 or as revised).
16. **Sufficient Water.** The proposed activity shall have sufficient water available for the reasonably foreseeable need of the proposed development.

17. **Traffic.** The proposed activity shall not cause highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads, existing or proposed.
18. **Legal Access.** The site shall have legal and reasonable means of access sufficient to meet all proposed uses.
19. **Impact on Adjoining Municipality.** When a proposed development subject to site review crosses the Town's boundaries, the proposed development shall not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the development is located.
20. **Spaghetti Lots Prohibited.** Any lots in a proposed development shall not have a lot depth to frontage ratio greater than 5 to 1. When a proposed development borders both a water body and a road, the lot depth to frontage ratio shall be based on the frontage on the water body.
21. **Life and Fire Safety.** The Planning Board may require a review of any development subject to site review by the Readfield Fire Department for life and fire safety recommendations and may require incorporation of the life and fire safety recommendations in the application or as a condition of approval of the application.
22. **Violations.** The proposed activity or development is not on property currently in violation of any requirements of this Ordinance. If the Code Enforcement Officer determines that an enforceable violation exists, the Code Enforcement Officer shall issue a written Notice of Violation to the applicant within the review period of time provided for and the application, if otherwise approved, shall be conditioned upon the resolution of the violation prior to the use of occupancy of the permitted activity applied for. This provision shall not prevent, restrict or otherwise preclude the applicant from appealing to the Board of Appeals under Article 2 of this Ordinance any determination by the Code Enforcement Officer of an alleged violation.

Town of Readfield
Planning Board Review Criteria Questionnaire
Please use an extra page for answers if necessary

1. State how the proposed activity will not have an undue adverse affect on:
 - a) the scenic or natural beauty of the area, The property was historically utilized as a convenience store and gas station. Most recently it was a licensed cannabis medical care-giver retail store, the same as the proposed use.
 - b) any historical sites that may be located on the property, None that we are aware of.
 - c) any significant wildlife habitat, None that we are aware of.
 - d) any public rights for physical or visual access to any shoreline, Not applicable.
 - e) any rare and irreplaceable natural areas, None that we are aware of.
2. a) What other Town, State or Federal permits will be required for this project? After obtaining preliminary Town approval, the State Office of Cannabis Policy (OCP) would need to inspect and license the location.
 - b) Do you intend to apply for these permits? Yes
 - c) Are you committed to conducting this activity and subsequent use of the property in conformance with all applicable Town, State and Federal laws, rules, regulations and ordinances? Yes
3. State how the proposed activity will:
 - a) prevent stormwater from giving rise to soil erosion both during and after the development, There will be no stormwater or soil erosion from the intended use. (In this regard you may reference the appropriate erosion control or stormwater management books available at the Town Office)
 - b) reasonably conserve the land's capacity to hold water, Yes.
4. State what impact the proposed activity will have upon the Town's public services and facilities. This may include, but not be limited to the amount and type of anticipated traffic, requirements for emergency services, effects relating to public education, etc. None- retail use.
5. a) What financial resources (including mortgage commitments) do you have to assure the completion and implementation of this project in compliance with the Land Use Ordinance? Cash resources for build out.
 - b) What technical support will be used in connection with any design, development or use of the project? N/A

6. a) Is any portion of the subject property located within, or affected by any flood areas as depicted on the Federal Emergency Management Agency Flood Insurance Rate Map? (These Flood Maps are available for your reference at the Town Office). No
- i) If the answer to question (a) is yes, do you intend to include any portion of your development within the boundaries of the flood plain, including any structures or buildings, wells, wastewater disposal systems, or any storage or placement of property stockpiling of materials? N/A _____
- ii) If the answer to question (i) is yes, how do you intend to develop this project (including it's subsequent use) to comply with the Floodplain Ordinance of the Town of Readfield? _____ N/A _____
7. a) Does your proposed development or use include any alteration of or impact to any wetland? No. If the answer to this question is yes, describe how you intend to minimize this impact?
- b) Are you aware that any wetland alteration requires additional permitting on the State or Federal level and will you be applying for those? Yes.
8. What part of your development or use will rely on or could impact groundwater? None
9. a) State the nature of solid waste your proposal will generate both during development and the subsequent use of the property. Currently working septic system for employees.
b) Will this solid waste be taken to the Town Recycling Station? If so, how will the Town be compensated for handling such waste? None planned, if so, permit will be requested from CEO and applicable fees paid.
c) If the solid waste is not to be taken to the Town Recycling Station, how do you plan to dispose of it? No solid waste is anticipated. If there is any, it will be properly disposed of.
10. Do you intend to connect to any public water supply? No, drilled well on site.
11. a) What impact, if any, could the proposed activity have on adjacent properties and their uses. State whether any noise, glare, fumes smoke, dust, odors, or other affects will be generated. None that we are aware of.
- b) Describe the anticipated extent of these impacts and how you intend to buffer or reduce them to a level acceptable to adjacent properties.
12. a) What is the approximate percentage of slope of the land? Flat, less than 2% slope
b) What are the nature of the soils? As currently stands, regular soil.
c) What is the nature and extent of the existing vegetation on the site of development or use? Gravel parking lots, grassy area to the rear and rest of the non-developed portion.
13. a) What is the nearest waterbody (lake, pond, stream, or brook)? Maranacook Lake
b) What is the least distance between the waterbody and the project site? 1/2 mile
c) What part of your project could impact one of these waterbodies? None
d) How do you intend to minimize this impact? No need, no effect.

14. How do you intend to provide for the adequate disposal of sewage and wastewater in order to comply with the requirements of the State Plumbing Code? Current septic system will be utilized
15. Describe or illustrate on a separate paper how you intend to control and manage any additional stormwater resulting from this project or use. You may reference the publication, "Stormwater Management for Maine, Best Management Practices" published by the Department of Environmental Protection (1995) and which is available for reference at the Town Office.
NOTE: If the project results in 20,000 sq. ft. or more of impervious area in the Maranacook Lake watershed or more than one (1) acre in the other lake watersheds, or more than five (5) acres of disturbed area in either watershed, a Stormwater Management permit from the Department of Environmental Protection will be required. No additional storm water is anticipated.
16. What will your water requirements be for this use and what will be your water source? Minimal, employee bathroom use only.
17. What types and amount of additional traffic do you expect as a result of this use? Slight increase as to current, nowhere near the historic use as a gas station and store.
18. What are your plans for permanent access to the site of the proposed use? Borders Rt. 17.
19. Does your proposed development or use cross the Readfield town line? No it does not.
If so, into which town?
How will you avoid causing unreasonable traffic congestion or unsafe conditions as related to the use of that town's public ways? Large parking area.
20. What is the estimated depth-to-frontage ratio of the lots you propose to create or develop?
No additional development planned.
21. Has a representative of the Readfield Fire Department reviewed your proposal? No.
22. Are there currently any enforceable land use violations associated with this property? No.
23. If your project involves the construction of a road has the road design been approved by the Road Committee? N/A

Required Submittals

(Per Article 6, Section 3.1.2)

- ___ 1. Copy of the portion of applicable tax map showing subject property, abutting properties and boundaries of all contiguous property under the control of the owner or applicant, regardless of whether all or part is being developed at this time. INCLUDED
- ___ 2. Names and mailing addresses of all property owners abutting the proposed development. (Abutters are the owners of any parcels with one or more common boundaries or points, as well as property owners of any parcel located directly across any road, railroad or stream along the road, railroad or stream from the parcel involved in the application. Also included is any Qualified Conservation Holder of an easement in any of these parcels).
- ___ 3. Exact direction to the property from the Town Office, using a map if necessary.
- ___ 4. The Assessor's tax map and lot numbers of the parcels. INCLUDED ON ABUTTERS
- ___ 5. A copy of the deed to the property or other documentation to demonstrate right, title or interest in the property on the part of the applicant. INCLUDED
- ___ 6. The name, registration number and seal of the land surveyor, architect, engineer and/or similar professional who prepared any plan. N/A
- ___ 7. Map showing the north bearing and lot dimensions of all property lines of the property to be developed and the source of this information.
- ___ 8. Site plan(s) illustrating the following: (Note: If the site plan is not drawn to scale, then specific distances identifying the relative locations of the following features must be shown on the plan). N/A
 - a) The location and size of any existing and proposed sewer and water mains, culverts and drains that will serve the development whether on or off the property along with the direction of existing and proposed surface water drainage across the site.
 - b) The location, names, and present and proposed widths of existing and proposed roads, driveways, streets, parking and loading areas, walkways and rights-of-way within or adjacent to the proposed development.
 - c) The location and dimensions of all existing and proposed buildings and structures on the site, including underground storage tanks.
 - d) The location of intersecting roads or driveways within 200 hundred feet of the site.
 - e) The location of existing and proposed open drainage courses, wetlands, water bodies, floodplains, stands of trees, and other important natural features, with a description of such features to be retained.
 - f) The location and dimensions of any existing and proposed easements.
 - g) The location and dimensions of all existing and proposed provisions for water supply and wastewater disposal systems, including a design copy or letter of soils suitability for any proposed new or replacement wastewater disposal systems.
 - h) The location and dimensions of all existing and proposed signs.
 - i) For any project which shall result in a change to exterior lighting, the location, height, and type of existing and proposed exterior lighting and, for commercial, industrial and institutional projects, the foot-candle intensities of proposed lighting projecting on abutting properties.
 - j) The proposed landscaping and buffering.
 - k) The location and amount of any earth-moving.
 - l) A copy of all existing or proposed covenants or deed restrictions associated with the subject property.

- ___ 9. A copy of any applicable Federal, State or Town applications or permits which have been issued. **OCP application will be subsequent to this approval.**
- ___ 10. A narrative describing how the proposal meets all of the Planning Board's Review Criteria. **Included**
- ___ 11. Evidence of receipt of application fee paid to the Town of Readfield.
- ___ 12. A schedule of construction, including anticipated beginning and completion dates. **Incl**
- ___ 13. A stormwater drainage and erosion and control plan in compliance with Article 8, Sections 10 and 11. **N/A**
- ___ 14. A description of the traffic movement to be generated by the development including types, peak hour and average daily vehicle trips, travel routes, and duration of traffic movement both during and following construction. A full traffic impact study shall be required under the conditions set forth in Article 8, Section 18.H, and shall include the components described therein.
- ___ 15. An assessment of the solid or hazardous wastes to be generated by the proposed activity and a plan for its handling and disposal, along with evidence of disposal arrangements.
- ___ 16. A copy of any required dimensional calculations applicable to the standards being reviewed, for example, square footage of structures, percent of lot coverage, etc.
- ___ 17. Elevation drawings for new commercial, industrial, and institutional buildings.
- ___ 18. Any additional information relevant to the project, for example, photographs, Cobbossee Watershed District recommendations, etc.

------(end of application)-----

PLANNING BOARD HEARING SUBMISSION FEES

<u>Value of Project</u>	<u>Fee</u>
Up to \$100,000	\$150
\$100,001 to \$ 500,000	\$250
\$500,001 to \$1,000,000	\$400
\$1,000,001 and over	\$750

"Value of Project" is considered the fair market value of all labor and materials associated with the project requiring site review. The above fee schedule does not include other fees that may be required as part of this project, for example, building and plumbing permit fees. Additional fees may also be charged for hearing costs such as printing, mailing, newspaper notices, and professional services deemed necessary and allowed under the LUO.

Subdivision Review

Minor subdivisions	\$250
Major subdivisions	\$250 plus \$75 per lot

Thank you for your payment!

This service has been provided by Town of Readfield, ME and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Town of Readfield, ME . Town of Readfield Thanks You For Your Payment. Credit Card Services provided by Town of Readfield in connection with POINT & PAY.

Name: Brian Condon
Address: 105 Rt135, Monmouth ME, US, 04259
Contact: 2073773005
Comments:

Payment ID: 153927446
Date: 04/05/24 09:56 AM
Subtotal: \$250.00
Fee: \$7.38
Total: \$257.38
Method: Credit Card(*****6737)

Item Purchased	Transaction Description	Account	Amount
License	CTYReadFieldGOV	Planning Board	\$250.00

Signature: _____ **Date:** ____/____/____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYReadFieldGOV* . If you have any questions about the charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)

Town of Readfield
----- Receipt -----

04/05/24 9:58 AM	ID:TAS	#5420-1
TYPE-----	REF---	AMOUNT
PB-BOA LAND USE F	2469	250.00

Paid By: Marijuanville/Frank Berenyi

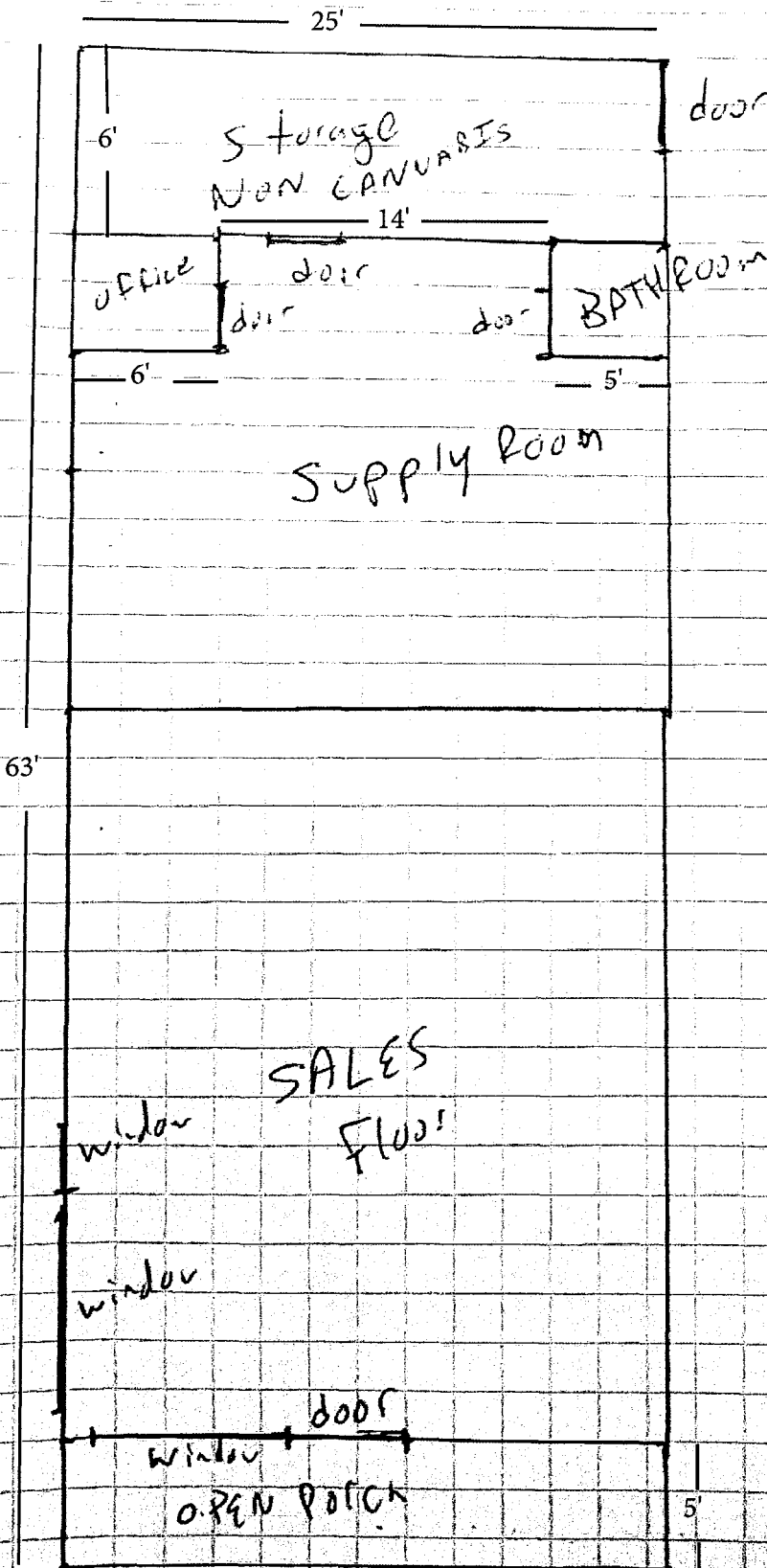
Remaining Balance: 0.00

Thank you have a great day!

Credit/: 250.00

Visa Debt - 250.00

769 MAIN ST.
READFIELD



MAIN ST.



These depictions of property lot boundaries illustrate their general locations and dimensions for use in planning and assessing. NOT TO BE USED FOR CONVEYANCE PURPOSES.

769 Main St. Abutters: Map 128, Lot 70

Map 128, Lot 71: Maranacook Motors, 765 Main St., Readfield, ME

Map 128, Lot 83: LJ Rents, LLC, 17 Lakeview Drive, Readfield, ME

Map 128, Lot 65: Brigham, Ben and Yarrow, 17 Crest Drive, Mt. Vernon, ME 04352

Map 128, Lot 65: Alfred Parks, Sr., 11 North Campers Road, Readfield, ME 04355

769 Main St., Construction Schedule

May 14-21: Initial build out, window install if necessary, security system.

May 21-28: Cabinets, interior trim and finalization of display cases.

May 28-June 5: Product delivery, CEO inspection if necessary, and open doors



TOWN OF READFIELD - Code Enforcement

8 OLD KENTS HILL ROAD, READFIELD, MAINE 04355
Office Phone: (207) 685-4939
Email: ceo@readfieldmaine.org

Marijuana Establishment License Application - **AMENDED**

- For Office Use Only -

Date Received 2/26/24 Amount Received 1500.00 Clerk's Initials AJP

The Town of Readfield permits some, but not all, types of Marijuana Establishments (activities). Permitted Marijuana Establishments are listed below in Section II. Use this application only for those activities listed in Section II below. If not listed in

Section II, then the activity is not permitted in the Town of Readfield, unless the activity is cultivating marijuana for personal use or for medical use. A permit from the Planning Board for the Town of Readfield may be required for certain Marijuana Establishments. All cultivation activities must otherwise comply with the Town of Readfield, Land Use Ordinance, including Article 8, Section 26.

Step 1:

Before submitting this application, the Owner of the Marijuana Establishment must first obtain conditional approval for the proposed Marijuana Establishment from the appropriate State agency.

Step 2:

Once the Owner has received conditional approval from the state agency, the Owner must consult with the Town of Readfield Code Enforcement Officer (CEO) to determine if a Land Use Permit for the proposed Marijuana Establishment is required, if it can be granted by that office, or if a Town of Readfield Land Use Application needs to be completed and submitted for review and approval by the Planning Board. Permit fees and additional submittals may be required.

Step 3:

After obtaining approval from the CEO or a Land Use Permit from the Planning Board if necessary, the Owner must submit this application and required documents to the Town of Readfield Select Board for final review and approval. If approved, the CEO will complete the State of Maine Local Authorization Form and issue a Marijuana Establishment License valid for one-year. The Marijuana Establishment License shall take effect on the same date as final State of Maine License approval for the establishment.

SECTION I - ESTABLISHMENT INFORMATION

Name of Business: Marijuanaville

Name of Corporation/LLC (if different): FKD Berenyi LLC

Physical Address of Business (Must be in Readfield): 769 Main St. READFIELD, ME 04355

Mailing Address of Business: 68 College Ave Waterville, ME 04901

President or Individual Owner of Business (if a corporation, provide a completed Management Affidavit, attached):

FRANK BERENYI

Owner's Mailing Address (if different from above):

Owner's Contact Numbers: 207-509-0808

Owner's Email Address: fberenyi@hotmail.com

Emergency Contact Person (must be available 24/7): ERIK MILLER 207-823-3740

Emergency Contact Telephone Numbers: 207-323-3740

Emergency Contact Email Address: _____

If the owner has an agent providing representation on this matter, please provide the following:

Name of Agent: _____ Brian Condon, Esq. _____

Address of Agent: _____ 126 Main St., PO Box 169, Winthrop, ME 04364 _____

Contact information for agent: _____ winthroplegal@gmail.com (207) 377-3005 _____

SECTION II - ESTABLISHMENT CLASSIFICATION AND APPLICATION FEE

Medical Marijuana Manufacturing Facility: (1) a registered tier 1 or tier 2 manufacturing facility, as designated by state law, or a person authorized to engage in marijuana extraction under 22 MRS §2423- F; or (2) a facility licensed under M.R.S. 28-B, Subchapter 2 to purchase marijuana from a cultivation facility or another products manufacturing facility; to manufacture, label and package marijuana and marijuana products for medical purposes; and to sell medical marijuana and medical marijuana products to medical marijuana stores and to other medical marijuana manufacturing facilities.

- Medical Marijuana Manufacturing/Extraction Facility: License Fee: \$1,500
- Medical Marijuana Manufacturing/Consumable Facility (manufacturing facility in a kitchen setting, producing only consumable goods): License Fee: \$100

Medical Marijuana Testing Facility: A public or private laboratory that is authorized and accredited in accordance with state law for the research and analysis of medical marijuana, medical marijuana products or other medical marijuana substances for contaminants, safety or potency.

Medical Marijuana Registered Caregiver: A person or an assistant of that person that provides care for a qualifying patient in accordance with state law and licensing and is registered with the state in accordance with state law.

Medical Marijuana Caregiver Retail Store: A store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.

Adult Use Marijuana Cultivation Facility: A facility used to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use marijuana; to cultivate medical marijuana that exceeds 1,000 square feet floor area; to sell marijuana to products manufacturing facilities, stores and to other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities and immature marijuana plants and seedlings to marijuana stores. Cultivation facilities may be of the following types:

- **Tier 1:** More than thirty (30) mature plants (and an unlimited number of immature plants and seedlings) or 251-500 SF of plant canopy: License Fee: \$1,500
- **Tier 2:** 501-2,000 SF of mature plant canopy: License Fee: \$2,500
- **Tier 3:** 2,001-7,000 SF of mature plant canopy: License Fee: \$3,500
- **Tier 4:** 7,001-20,000 SF of mature plant canopy: License Fee: \$4,500

Only Marijuana Establishments specifically authorized by an "opt-in" vote at a legally held Town Meeting shall be permitted. Identify which Marijuana Establishment you intend to license by entering the date of application and appropriate fee.

Establishment Classification	Opt-in Date	Date of Application	License Fee	Renewal Y/N?
Medical marijuana Manufacturing Facilities	July 14, 2020			
Medical Marijuana Testing Facilities	July 14, 2020		\$1,500	
Medical Marijuana Registered Caregiver Retail Stores	July 14, 2020		\$1,500	
Adult Use Marijuana Cultivation Facilities*	July 14, 2020			

*All marijuana cultivation (including Adult Use Marijuana Cultivation Facilities, Medical Marijuana Cultivation, and cultivation for personal use) is addressed in the Land Use Ordinance of the Town of Readfield and additional requirements may apply.

SECTION III - APPLICATION CHECKLIST

- XX Complete Town of Readfield Marijuana Establishment License Application
- XX License Fee (refundable if license is not granted by the Select Board)
- ____ Copy of all State Marijuana Establishment Licenses and License Applications (Active and Conditional) and Caregiver registrations (if applicable)
- XX Attested copies of any articles of incorporation, bylaws, operating agreement, partnership agreement, or articles of association that govern the entity that will own and/or operate the Marijuana Establishment (if not included in State application)
- ____ Proof of Land Use Permit Approval from the Planning Board
- ____ Copy of license(s) held for other Marijuana Establishments - *WTRM/GAED*. **Other licenses included.**
- XX Ownership affidavit*
- XX Detailed Floor Plan (if not included in State applications) * **Will be included in State Application and attached to this app**
- ____ Detailed Operations Plan (if not included in State applications) * **Will be included in State Application**

SECTION IV - MARIJUANA ESTABLISHMENTS ORDINANCE REQUIREMENTS

The Owner must demonstrate that the requirements of both state law and regulations and the Town of Readfield Marijuana Establishments Ordinance are met. Here is a summary of the local requirements. Applicants are encouraged to review the state law and regulations, as well as the Town of Readfield Marijuana Establishments Ordinance, and, if applicable, the Town of Readfield Land Use Ordinance

Buffering:

- XX The distance from the property on which the proposed Marijuana Establishment is located to the property line of the nearest public or preexisting private school (K-12) per 28-A M.R.S. §402.2.A is at least 500 feet.
- XX The distance from the property on which the proposed Marijuana Establishment is located to the property line of the nearest property used primarily for religious worship and related religious activities; property used for pre-existing licensed daycare use under 10-148 CMR c. 32; recreational areas designated for use by children up to eighteen (18) years in age; or areas designated as municipal "safe zones" pursuant to 30-A M.R.S. §3253 is at least 500 feet.

Security:

Security measures at all Adult Use and Medical Marijuana Establishment premises shall include, at a minimum, the following: ____

- XX Security surveillance cameras installed and operating twenty-four (24) hours a day, seven (7) days a week, with ten (10) day video storage, to monitor all entrances, along with the interior and exterior of the premises, to discourage and facilitate the reporting of criminal acts and nuisance activities occurring at the premises. - To be installed before opening.
- XX Door and window combination video and motion detector intrusion system with audible alarm, maintained in good working condition. To be installed before opening.
- XX A safe, case or room secured with a key code, deadbolt or padlock that is suitable for storage of all marijuana, marijuana products, and cash stored overnight on the licensed premises. To be installed before opening.
- XX Exterior lighting will that illuminates the exterior walls of the licensed premises during dusk to dawn, that is either constantly on or activated by motion detectors, and complies with applicable provisions of the lighting performance standards in the Town of Readfield Land Use Ordinance.
- XX Deadbolt locks on all exterior doors and any other exterior access points, excepting windows which shall have locks.
- ____ For adult use facilities: methods to ensure that no person under the age of twenty-one (21) shall have access to marijuana and marijuana products. - **NOT ADULT USE.**

Ventilation:

- XX The proposed Marijuana Establishments shall be in compliance with all odor and nuisance provisions of the Town of Readfield Land Use Ordinance.
- XX No detectable odor of marijuana or of chemicals used in the manufacturing process shall emit beyond the property line of the parcel containing the proposed Marijuana Establishment.

Notices and Signage:

- XX There shall be posted in a conspicuous location inside the proposed Marijuana Establishment, at least one legible sign containing the information required by the Marijuana Establishments Ordinance.
- XX All signs used by and all marketing and advertising conducted by or on behalf of the Marijuana Establishment may not involve advertising or marketing that has a high likelihood of reaching persons under 21 years of age or that is specifically designed to appeal particularly to persons under 21 years of age. The signs, marketing, or advertising is prohibited from making any health or physical benefit claims.
- XX All signage shall meet the requirements for signs, including provisions for signage, under the Town's Land Use Ordinance. *****

END OF SECTION *****

TOWN OF READFIELD
OWNERSHIP AFFIDAVIT FOR MARIJUANA ESTABLISHMENT LICENSE

I, FRANK BERENYI, hereby state and affirm that the following individuals represent all Owners, officers, members, managers or partners of the Owner, FRANK BERENYI :

1. Name: FRANK BERENYI
Position: OWNER
Current residence address: 68 College Ave Waterville, ME, 04901
Other residence addresses held in last three years (list address and dates of residency):

This person is over age 21.

2. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

This person is over age 21.

3. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

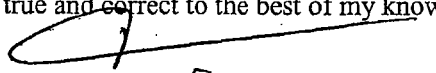
This person is over age 21.

4. Name: _____
Position: _____
Current residence address: _____
Other residence addresses held in last three years (list address and dates of residency):

This person is over age 21.


If any of the individuals named in this Affidavit have been (1) convicted of a crime arising from the operation of a Marijuana Business; or (2) convicted of selling marijuana, alcohol or any scheduled drug to a minor, please attach a document describing the date and nature of the offense as well as any penalties adjudged.

I hereby swear that the above information is true and correct to the best of my knowledge.



Print Name: Frank Berenyi
Date: 2-26-24

Personally appeared the above-named Frank Berenyi and made oath that the foregoing statements are true.



Notary Public
My commission expires: 4/13/2030

Anjelica Pittman
Notary Public, State of Maine
My Commission Expires April 13, 2030

Town of Readfield
----- Receipt -----

02/26/24 1:28 PM	ID:AJF	#4789-1
TYPE-----	REF---	AMOUNT
CEO/LPI PERMITS		
Bldg/CEO Permit		1,500.00

Total: 1,500.00*

Paid By: Frank Berenyi

Remaining Balance: 0.00

Thank you have a great day!

Cash : 1,500.00



OFFICE OF CANNABIS POLICY
Maine Medical Use Of Cannabis Program

Individual Caregiver Registration

ID #: CGR25709
FRAN [REDACTED]
DBA: [REDACTED]
DOB: 06/17/1978
Date Issued: 12/30/2023
Expiration Date: 12/30/2024





OFFICE OF CANNABIS POLICY
Maine Medical Use Of Cannabis Program

Registry Identification Card

ID #: RIC18038

FRANK G. BERENYI

DOB: 06/17/1970

Date Issued: 02/20/2024

Expiration Date: 03/06/2025



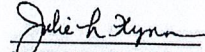
This card is proof that the cardholder is
authorized to work for/assist a lawfully
registered caregiver or dispensary.

Charter Number: 202401581DC
Filing Number: 20240118209250841 Pages: 2
Form: DLLC Fee Paid: \$175
Filing Date: 01/16/2024 12:00AM

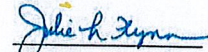
MAINE
LIMITED LIABILITY COMPANY

STATE OF MAINE

CERTIFICATE OF FORMATION


Deputy Secretary of State

A True Copy When Attested By Signature


Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is:

FKD Berenyi, LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "LLC," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" - see 31 MRSA 1508.)

SECOND: Filing Date: (select one)

- Date of this filing; or
 Later effective date (specified here): _____

THIRD: Designation as a low profit LLC (Check only if applicable):

- This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:
- A. The company intends to qualify as a low-profit limited liability company;
 - B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;
 - C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and
 - D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

FOURTH: Designation as a professional LLC (Check only if applicable):

- This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

(Type of professional services)

**OPERATING AGREEMENT
OF
FKD BERENYI, LLC
(Member-Run)**

AGREEMENT made as of this ____ day of January 2024 by and **FRANK BERENYI, and any further added parties**, (hereinafter individually referred to as "Member" and together as "Members.")

WITNESSETH:

WHEREAS, the Members desire to form a limited liability company (the "Company") pursuant to the provisions of the Maine Limited Liability Company Act, 31 M.R.S.A. §601 et. seq. (the "Act");

WHEREAS, the Members wish to create a limited liability company.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1 Formation, Name, Purpose, Location, Registered Office

1.1 Formation. The Members hereby form a limited liability company pursuant to the Act on the terms and conditions stated herein to take effect upon the filing of the Company's Articles of Organization with the Secretary of State of the State of Maine ("Secretary of State").

1.2 Name. The name of the Company shall be **FKD BERENYI, LLC**

1.3 Purpose. The principal purpose of the LLC shall be to manage a real estate company.

1.4 Place of Business. The principal place of business of the Company shall be located at 769 Main Street, Readfield, ME or at such other or additional locations as may be determined by the Members.

1.5 Registered Office and Registered Agent. The address of the Company's initial registered office shall be 126 Main Street, Winthrop, Maine. The name and address of the Company's initial registered agent shall be Brian D. Condon, Jr. The registered office and registered agent may be changed from time to time as the Members deem advisable by filing notice of such changes with the Secretary of State in accordance with the Act.

ARTICLE 2 Term; Dissolution

2.1 Term. The term of the Company shall be continued from the date of filing of articles of organization with the Secretary of State, unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Act.

2.2 Dissolution. The Company shall be dissolved upon the occurrence of any of the

following events:

- (a) the written agreement of 51% of the Membership interests;
- (b) the sale or other disposition of all or substantially all of the assets of the Company or the permanent cessation of the Company's business operations.

Upon the occurrence of any dissolution hereunder, the affairs of the Company shall be wound up in accordance with Article 8 and immediately thereafter the Company shall terminate.

ARTICLE 3 Capital

3.1 Members' Capital Contributions. The initial capital of the limited liability company shall consist of cash deposited into FGD Berenyi, LLC bank account. If at any time or times hereafter, the members should determine that further capital is required by the LLC and that the capital should be increased, the additional capital shall be contributed by themselves in substantially the same proportions as the members have interests, or upon agreement between the members, in non-equal portions. Should a member be required, yet fail to contribute his/her share of additional capital, as is needed, either for payments on loans, maintenance, or upkeep, then his/her share of said LLC shall be forfeited, should such failure to contribute continue for 60 days. An affidavit, by the non-forfeiting member of said LLC shall be necessary to complete said forfeiture of the non-contributing member's share. Said affidavit shall be provided to the clerk to complete the necessary documentation to terminate the non-contributing member's share. Upon termination, the non-contributing member shall have all rights afforded to him/her under Article 6 of this agreement, less any unpaid amounts of contribution required to maintain any property of the LLC. Each Member shall contribute such amount as is set forth in Schedule A hereto as his/her initial capital contribution.

3.2 Membership Interests. The Members shall have the membership interests in the Company specified on Schedule A ("Membership Interests"). Schedule A shall be amended from time to time to reflect the withdrawal or admission of Members, or any changes in the Membership Interest held by a Member arising from the transfer of a Membership Interest to or by such Member.

3.3 Optional Capital Accounts. A capital account may be maintained for each Member, in accordance with tax accounting principles, which shall reflect his/her initial capital contribution as set forth in Schedule A, and may be adjusted and maintained as follows:

(a) As of the end of each fiscal year of the Company, each Member's opening capital account for such year shall be increased by an amount equal to (i) the cash and the agreed fair market value of property (net of any liabilities assumed by the Company or to which such property is subject) contributed to the capital of the Company by such Member for such year; and (ii) such Member's share of Company taxable income for such year, including income and gain exempt from tax; and

(b) As of the end of the fiscal year of the Company, each Member's opening capital account for such year shall be decreased by an amount equal to (i) the aggregate amount of cash distributions and the agreed fair market value of any property (net of any liabilities assumed by such Member or to which such property is subject) distributed to such Member during such year; (ii) such Member's share of expenditures of the Company not deductible and not properly chargeable as a capital expenditure; and (iii) such Member's share of Company losses for such year, provided, however, that if it is

necessary to determine the capital account of any Member during the fiscal year, the capital account of the Member shall be determined after giving effect to all allocations of taxable income, gain and loss attributable to transactions effected prior to the time such determination is made and all distributions of cash theretofore made for such year.

3.4 Change in Tax Law. Notwithstanding anything to the contrary herein, it is the intention of the Company that it be classified as a partnership for federal income tax purposes and that it conform to the requirements of the Internal Revenue Code with respect to the validity of the allocations of items, income, gain, loss, and tax credits. In the event of a change in the Internal Revenue Code or Treasury Regulations, the Members hereby agree to consult with tax accountant or counsel to determine whether an amendment to this Agreement is required and, if it is, to adopt such amendment.

3.5 Interest on Capital; Loans by or to Members. No interest or other compensation shall be allowed or paid to any Member with respect to such Member's capital account, except for such Member's share of the profits, losses and distributions of the Company as hereinafter provided. The Company shall not make loans to, or borrow from, any Member without the consent of all the Members.

3.6 Withdrawal of Capital. Except as may be specifically provided in this Agreement, Section 3.1 - 4.1, no Member shall have the right to withdraw from the Company all or any part of such Member's capital contribution nor shall such Member have any right to demand and receive property or cash of the Company in return of such Member's capital contribution.

3.7 Liability of Members for Repayment of Capital. No Member shall have any personal liability for the repayment of any capital contribution of any other Member.

ARTICLE 4 Profits, Losses and Cash Distributions

4.1 Company Profits, Losses and Cash Distributions. All profits, losses and distributions of cash or other property from the operations of the Company shall be allocated or distributed in accordance with Articles 3.1 and Article 6.3.

4.2 Priority & Timing. No Member shall have priority over any other Member with regard to allocations of profits or losses or distributions from the Company. All distributions of Company funds to the Members shall be made at such times as the Members may determine.

ARTICLE 5 Management and Administrative Policies

5.1 Voting. Unless otherwise expressly provided herein, all actions and decisions of the Company shall be by majority vote based upon the interests of the Members. No Member shall be disqualified from voting or otherwise participating in any decision because of a conflict of interest.

5.2 Authority; Reliance by Third Parties; Management Committee.

(a) The Members shall have the authority to manage the business of the Company. Such authority shall include, without limitation, the authority to purchase, sell, mortgage, lease, and otherwise dispose of property, both real and personal, to hire employees, to contract with third parties for services and to borrow money and otherwise pledge the credit of the Company. The signature of any one Member alone shall be

17
sufficient to bind the Company and every document executed by a Member shall be conclusive evidence in favor of every person relying in good faith thereon or claiming thereunder that at the time of the delivery thereof (i) this Company was in existence, (ii) this Agreement had not been amended in any manner so as to restrict such authority and (iii) the execution and delivery of such documents were duly authorized under this Article by the Members.

(b) The Members may direct one or more Members to perform specific administrative/ministerial acts as they shall determine from time to time on behalf of the Members. Such delegation shall not relieve the Members of their responsibility for managing the business of the Company or affect their ability to bind the Company in dealings with third parties.

5.3 Fiduciary Duty; Devotion of Time; Compensation. Each Member shall exercise his powers and discharge his duties in good faith with a view to the interests of the Company and its Members with that degree of diligence, care and skill that ordinarily prudent persons would exercise under similar circumstances in like positions. Each Member shall devote so much of such Member's time to the business of the Company as the requirements of such business may dictate from time to time. No Member shall be compensated for such Member's services to the Company, except as is expressly provided in the Agreement or authorized by the Members, but each Member shall be entitled to charge the Company, or to be reimbursed by the Company, for all reasonable out of pocket expenses actually incurred by such Member and paid to third parties in connection with the Company business.

5.4 Exculpation and Indemnification.

(a) Exculpation. The doing of any act or the failure to do any act by a Member, the effect of which may cause or result in loss or damage to the Company or its property, shall not subject such Member to any personal liability to the Company, or to the other Members, unless the Member's acts or omissions constituted bad faith, gross negligence, willful misconduct or fraud, or violated Section 5.3.

(b) Indemnification. The Company shall indemnify the Members and make advances for expenses to the maximum extent permitted under the Act. The Company shall indemnify its employees and other agents to the fullest extent permitted by law, provided that such indemnification in any given situation is first approved by the Members. The right to indemnification under this Section shall be fully vested with respect to any matter occurring while this Section was in effect. No amendment of this Section shall have any retroactive effect except as to enhance such right for the benefit of the indemnitee. Any indemnity under this Section 5.4 shall be provided out of and to the extent of Company assets only and no Member shall have any personal liability on account thereof. The Members' rights of contribution under local law shall not be abrogated by this Section.

5.5 Other Business Ventures. Each of the Members may engage independently or with others in other business ventures of every nature or description, including competing ventures, and neither the Company nor any Member shall have any rights in or to such independent ventures or the income or profits derived therefrom.

5.6 Bank Accounts; Records; Reports.

(a) All funds of the Company shall be deposited in its name in such checking account or other bank accounts as shall be designated by the Members. Withdrawals shall be on such signatures as may be determined by the Members from time to time.

(b) The Members shall keep or cause to be kept true and full books of account, in which shall be recorded the transactions of the Company, all of which shall at all times be maintained at the principal office of the Company, or at such other office as shall be designated for such purpose by the Members, and shall be open for inspection and examination of the Members of their representatives at any reasonable time.

(c) The Members shall cause to be prepared and sent to each Member each year: (a) annual reports of the Company, including an annual balance sheet and profit and loss statement, within 90 days after the close of each fiscal year or such other date as shall be acceptable to the Members as available from the accountant; (b) annual statements indicating the share of each Member of the net income, net loss, depreciation, gain, loss and other relevant items of the Company for each calendar year for federal income tax purposes; and (c) a copy of the Company's federal information tax return (Form 1065) and related Schedules K and K-1.

5.7 Fiscal Year. The fiscal year of the Company shall be the calendar year.

5.8 Accounting Method. For tax and financial accounting purposes, the Company shall adopt the cash method of accounting.

ARTICLE 6 Withdrawal; Liquidation of Membership Interest

6.1 Withdrawal. A person shall cease to be a Member of the Company upon the occurrence of death, adjudication of incompetency, bankruptcy or insolvency, dissolution or voluntary or involuntary withdrawal from the Company of a Member ("Withdrawal"). No Member shall have the power to withdraw by voluntary act from the Company without the consent of all Members.

6.2 Assignment; Liquidation of Deceased or Withdrawing Member. In the event of death or withdrawal of a Member, or termination of a Trust, or Trust's interest which is a member, said deceased Member's share may be assigned to the deceased Member's devisees provided under his will, or to a trust for said devisees or to the beneficiaries of a Trust, or to their terminated Trust's beneficiaries, with the consent of all Members. Any transfer to such defined members shall be of the deceased Member's or terminated Trust's interest and shall be allocated proportionately among the number of said defined members, who shall have such rights as provided in the Act and this Agreement. If all the Members do not consent or if the deceased Member chooses not to have the membership interest assigned by specific devise subject to this Agreement, then, following the withdrawal of a Member due to death, or Trust termination, the company or the remaining Members shall purchase and thereby liquidate or acquire the Membership Interest of such deceased Member in accordance with this Article 6. Notice of such proposed devise subject to approval herein shall be made by written notice delivered by the deceased Member's personal representative within thirty (30) days of the appointment of such personal representative so that the surviving Member or Members can vote whether or not to consent to such devise. In the case of a voluntary withdrawal of a Member, by approval of all remaining members, the remaining members shall purchase said withdrawing member's interest as defined under paragraph 6.3 below, within 15 days after agreement upon a price, or longer upon agreement between the parties.

6.3 Valuation of Company Interest. If the company or the remaining Members elect to liquidate or acquire the Membership Interest of a deceased Member, or a withdrawing member, the remaining members shall pay to the withdrawing member, or deceased member's estate, any agreed upon price for said membership interest, or in default of an agreement on the value of said interest, the remaining members shall pay to a deceased member's estate, or withdrawing member, said member's capital investment, plus an applicable federal rate of interest at the time, representing a capital gain, on said investment, with all additional amounts on hand being split evenly among the members. If liquidation and division of the assets of the Company would not be sufficient to provide payment of a withdrawing member's capital investment, plus said agreed upon capital gain on said investment, then the remaining members shall pay to said withdrawing member, or said member's estate, as the case may be, an amount equal to the fair market appraised value of the Company's assets, multiplied by said member's interest in the Company as determined by Schedule A.

6.4 Payments; Hold Harmless. If the remaining Member or Members elect to liquidate the Membership Interest of a deceased Member, then within sixty (60) days after the value of the deceased Member's Membership Interest is determined, the Company shall pay to the Estate of the deceased Member an amount equal to twenty percent (20%) of the value of the deceased Member's Membership Interest and shall deliver to such deceased Member a promissory note of the Company in an amount equal to the unpaid value of the deceased Member's Membership Interest. Such promissory note shall provide for annual payments over a period of not more than ten (10) years (or sooner in the sole discretion of the remaining members of the LLC) from the date of delivery and shall also pay interest at the variable applicable federal rate adjusted annually on the day and month of the Note to be the then existing AFR based on the remaining term of the loan, i.e. whether said remaining term is short-term, mid-term, long-term or such other term as identified in the AFR Tables. Additionally, the Company and the remaining Members shall indemnify and hold the deceased Member's estate harmless from any and all liabilities of the Company guaranteed by the deceased Member.

6.5 Assignment; Liquidation of Non-deceased Member. In the event of the Withdrawal of a Member for reasons other than death, the Membership Interest of the former Member shall, if approved by all the Members, be deemed to have been assigned to the former Member's successor in interest who shall have such rights as provided in the Act and this Agreement or may be redeemed by the Company or acquired by the remaining members. Except as provided in this Article 6, the Company shall not be required to liquidate the Membership Interest of a former Member.

ARTICLE 7 Restrictions on Transition of Membership Interest

7.1 No Assignment, Pledge or Encumbrance of Interests. No Member may assign, sell, pledge or encumber all or any part of his Membership Interest, in any manner, whether voluntarily or involuntarily, by operation of law or otherwise, without the consent of all of the Members.

7.2 Sale or Other Transfer of Interests. No Member shall have the right to dispose of all or any portion of his Membership Interest except with the consent of all the Members, which may be refused for any reason, or redeemed by the Company with all Members' approval. Other members have first refusal to purchase shares in the event that there is a legitimate, funded offer. All Members have option to purchase to weighted average of their current ownership stake.

ARTICLE 8 Dissolution and Winding Up

8.1 Effect of Filing of Dissolving Statement. In the event of dissolution, a statement of intent to dissolve shall be filed with the Secretary of State in accordance with the Act. Upon such filing, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of cancellation has been filed with the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

8.2 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, the Members shall immediately proceed to wind up the affairs of the Company in accordance with the requirements of the Act and other applicable law. In furtherance of the winding up of the Company, the Members shall:

(i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to themselves in kind);

(ii) discharge or make reasonable provision for all liabilities of the Company, including liabilities to Members who are also creditors, other than liabilities to Members for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the capital accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

(iii) distribute the remaining assets of the Company in the following order of priority:

- (1) To each Member, with respect to the cumulative amount of all accrued but unpaid pre-dissolution distributions for which the Company is liable to the Member, the amount of such liability;
 - (2) To each Member, with respect to said Member's unreturned capital contribution, an amount equal to the positive balance (if any) in said Member's capital account (as determined after taking into account all capital account adjustments for the Company's taxable year during which the liquidation occurs), or, if the assets available to be distributed hereunder are insufficient to cover the aggregate of all Members' positive balances, a proportionate amount based upon the relative positive balances of the Members; and
 - (3) To each Member, with respect to such Member's Membership Interest, a proportionate share of the remaining assets equal to the Membership Interest.
- (b) The Members shall cause an accounting to be made by the Company's

accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution.

(c) If any assets of the Company are distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold to the Members in proportion to their Membership Interest as of the date of dissolution for their fair market value, and the ~~capital~~ accounts of the Members shall be adjusted to reflect such deemed sale.

(d) Notwithstanding anything to the contrary in this Agreement, upon a liquidation, if any Member has a deficit capital account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any capital contribution, and the negative balance of such Member's capital account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

8.3 Certificate of Cancellation. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated and the Members shall forthwith file with the Secretary of State a certificate of cancellation. Thereafter, the Members, as liquidating trustees, shall have authority to distribute any Company property discovered after termination, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

8.4 Return of Capital Contribution - Nonrecourse. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company, for the return of such Member's capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the capital contribution of a Member, such Member shall have no recourse against any other Member.

ARTICLE 9 Amendment

This Agreement may be amended at any time by written agreement of all of the Members.

ARTICLE 10 Miscellaneous

10.1 Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date delivered in person to the party to whom notice is to be given, or on the first business day after mailing if mailed to the last known address of the party to whom notice is to be given by registered or certified mail, postage paid, return receipt requested.

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Company and there are no agreements, understandings, warranties or representations between the parties with respect to the Company except as set forth herein.

10.3 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties.

10.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.5 Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. Captions are inserted only as a matter of convenience and in no way limit, define or extend the scope of this Agreement.

10.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Maine.

10.7 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions hereof.

10.8 Remedies. A member seeking enforcement of this Agreement shall have the right to specific enforcement. In the event of litigation the prevailing party shall be entitled to costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESS:



Frank Berenyi, Member

SCHEDULE A

List of Members

Members
Interests


Capital Contribution

Membership

Frank Berenyi

Cash

100%

 DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-20-2024

Employer Identification Number:
99-1433579

Form: SS-4

Number of this notice: CP 575 G

FKD BERENYI LLC
FRANK BERENYI SOLE MBR
769 MAIN ST
READFIELD, ME 04355

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-1433579. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

FIFTH:

The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent

CRA Public Number: _____

(Name of commercial registered agent)

Noncommercial Registered Agent

Brian D. Condon, Jr.

(Name of noncommercial registered agent)

126 Main Street, Winthrop, ME 04364

(physical location, not P.O. Box – street, city, state and zip code)

PO Box 169, Winthrop, ME 04364

(mailing address if different from above)

SIXTH:

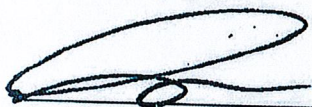
Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

SEVENTH:

Other matters the members determine to include are set forth in the attached Exhibit _____, and made a part hereof.

****Authorized person(s)**

Dated **January 10, 2024**



(Signature of authorized person)

Brian D. Condon, Jr.

(Type or print name of authorized person)

(Signature of authorized person)

(Type or print name of authorized person)

***Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7)**

****Pursuant to 31 MRSA §1676.1.A, Certificate of Formation MUST be signed by at least one authorized person.**

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

**Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752**

Email Inquiries: CEC.Corporations@Maine.gov

QUIT CLAIM DEED


RONALD VIOLETTE, of Winthrop, Maine, for consideration paid do hereby give grant and convey to **FRANK BERENYI**, with a mailing address of 64 College Avenue, Waterville, Maine, with quit claim covenants, a certain lot or parcel of land with the buildings thereon situated in the Town of Readfield, County of Kennebec and State of Maine, bounded and described as follows:

See Attached Exhibit A for a complete description.

Meaning and intending to convey the same premises as conveyed to Ronald Violette by deed of Susan P. Redlevske (f/k/a Susan P. Violette) dated October 24, 2022 and recorded in the Kennebec County Registry of Deeds in Book 14615, Page 197.

WINESS my hand and seals this 22nd day of December 2023





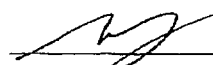
RONALD VIOLETTE

STATE OF MAINE
COUNTY OF KENNEBEC

December 22, 2023

Personally appeared the above-named **Ronald Violette** and acknowledged the signing of the foregoing instrument to be his free act and deed in said capacity.

Before me,



Brian D. Condon, Jr.
Attorney at Law



OPR BK 14954 PGS 279-280 01/05/2024 08:51:30
INSTR # 2024000320 # OF PAGES 2
ATTEST: MATTHEW BOUCHER
REGISTER OF DEEDS KENNEBEC COUNTY, ME

EXHIBIT B

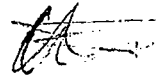
MEMORANDUM OF CONTRACT

1. On the 22 day of December 2023, Ronald Violette of Winthrop, Maine, executed a certain Installment Sales Contract to Frank Berenyi, of Waterville, Maine.
2. The property to be conveyed pursuant to said Contract is described as follows: See Exhibit A

Meaning and intending to convey the same premises recorded at Book 14615, Page 197 in the Kennebec County Registry of Deeds.
3. Under the terms of the Contract, upon payment of certain obligations by the Purchasers, Seller shall deliver a quitclaim deed to the premises above described.
4. Under the terms of the Contract, upon default, the above Seller, Ronald Violette may record an affidavit of default and/or non-payment which will terminate the contract and this memorandum.
5. Under the terms of the Contract, the Purchaser Frank Berenyi agrees that in no way is this a mortgage and he does not obtain title until final payment is made and the deed is recorded.

IN WITNESS WHEREOF, the said Ronald Violette has set his hand this 22nd day of December 2023.





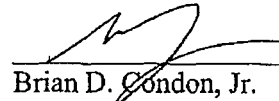
RONALD VIOLETTE

STATE OF MAINE
KENNEBEC, SS.

December 22, 2023

Personally appeared the above named Ronald Violette and acknowledged the foregoing instrument to be his free act and deed.

Before me,



② Brian D. Condon, Jr.
Attorney at Law

SCHEDULE A

A certain lot or parcel of land, together with any buildings thereon, situated in the Town of Readfield, County of Kennebec, State of Maine, bounded and described as follows:

COMMENCING at an iron pin on the easterly side of Route 17 at the northwesterly corner of the Schoolhouse Lot described in deed to Nelson T. Gordon recorded at the Kennebec County Registry of Deeds in Book 2522, Page 136;

THENCE North 76 °53' East, four hundred thirty-three and one tenth (433.1) feet to an iron rod and continuing on the same bearing to the southerly boundary line of the Maine Central Railroad property line;

THENCE Southwesterly along Maine Central Railroad's southerly boundary line to the easterly boundary line of State Route 17;

THENCE Southerly along the easterly line of Route 17 about one hundred fifty-five (155) feet to the point of beginning.

RESERVING and EXCEPTING to Alice C. Gordon, her heirs and assigns, an easement over a strip of land fifteen (15) feet in width northerly along Route 17 from the northwesterly line of said Schoolhouse Lot and one hundred (100) feet in depth parallel with the northwesterly boundary line of the Schoolhouse Lot for purpose of repair, maintenance, upkeep and improvement of the Schoolhouse building, and RESERVING any overhangs or encroachments of the Schoolhouse building projecting northerly of the Schoolhouse boundary line.

SUBJECT to an easement for access to and use in common with Yvonne Buss of the septic system and well located on the above-described property.

TOGETHER with a perpetual easement to maintain, repair and replace that portion of the Grantor's building located on property described in the deed of Imants Buss to Yvonne Buss dated January 1, 1985, recorded at the Kennebec County Registry of Deeds in Book 3500, Page 346.

BEING the same premises conveyed in a deed from Susan P. Redlewske, f/k/a Susan P. Redlewske to Ronald Violette, dated October 24, 2022, recorded at the Kennebec County Registry of Deeds in Book 14615, Page 197.

APPLICATION FOR BUILDING,
SIGN, OR USE PERMIT

Permit No. 2456
 Permit Fee 75
 Date Pd: 2/21/24, Rec. # 2456
 Date Issued 2/22/24
 Ext. Plmg. _____
 Int. Plmg. Permit # _____
 E-911# 769 MAIN

The undersigned hereby applies for a permit for the following construction or use of property, said permit to be issued on the basis of the information contained within this application and in accordance with all applicable local and State laws. The applicant certifies that all information and attachments to this application is complete, true and correct and authorizes the Code Enforcement Officer to verify on-site any and all information contained herein.

Any permit issued on the basis of this application is subject to appeal to the Board of Appeals for 45 days from the date of issuance. You are advised to inform, *in advance*, your abutters or anyone else who may be directly impacted about the nature and extent of your proposed construction or change of use to your property herein applied for. This notification is your responsibility.

1) Property Owner:

Name: FRANK BERENYI Phone: 207-509-0808
 Mailing Address: 68 College Ave WINTERVILLE, ME 1 Zip: 04901
 E-mail address: fberenyi@hotmail.com

2) Applicant: (if not owner, proof of right, title, interest required, i.e. letter of authorization, purchase/sale agreement)

Name: _____
 Address: _____ Phone: _____

3) Contractor: _____ Phone: _____

4) Street Address of Property (If different from mailing address): 769 MAIN ST READFIELD, ME 04855

Tax Map No. 128 Lot No. 070 Zoning District Village District

5) Lot Size: Road Frontage 155 Depth 610 Area _____ Shore frontage _____

Is this a new lot created from the division of another lot or parcel within the previous 5 years? _____

6) Existing use of property: Property previously utilized as a medical cannabis store, currently unoccupied

7) Proposed Project Description and/or Use of Property:
Medical Marijuana Dispensary floors/walls & foundation

Dimensions 25x63 rooms _____ # bedrooms 0* # baths 1 # stories 1

Height of bldg. _____ Foundation: full _____ partial _____ frost wall _____ slab _____ columns _____ other _____

8) If structure is a dwelling, is it: (1) Year-round (2) Seasonal _____

9) Will proposed structure be used as the applicant's dwelling or accessory to it? NO

10) If structure is a mobile home, what is the make? N/A

year? N/A Where is it being moved from? N/A

11) If structure is a modular home, what brand? N/A

The dimensions discussed above is for the business on floor one, not the unoccupied apartments on floor 2. Those have nothing to do with this application and will not be utilized by the business in any way, including storage.

- 12) Sewage disposal: Existing X Proposed 1
 (If proposed, please include copy of Site Evaluator's report & design)
- 13) No. of existing dwelling units on property? 2
- 14) Is proposed project located in a floodplain, as identified on the Flood Insurance Rate Map? NO (If yes, have you applied for a Flood Hazard Development Permit? _____)
- 15) Is proposed project located within a Shoreland Zone? NO If so, and if the proposed project involves the expansion of an existing non-conforming structure, how many total square feet of existing and proposed floor area for all structures will be within:
 (a) 25-75 feet of the normal high-water line of a waterbody or the upland edge of a wetland? N/A
 (b) within 75-100 feet of the normal high-water? N/A
- 16) Do you need to construct a new driveway entrance onto a public or private road? NO
- 17) Type of water supply proposed?: Drilled well X Dug well _____ Spring _____ Other _____
- 18) Type of heat proposed? Propane
- 19) Does any part of this application require Planning Board approval? No
 If so, please give date of decision _____

Please draw a site plan sketch on a separate sheet of paper illustrating the lot configuration with dimensions, location of existing and proposed building(s) with distances from nearest lot line, road or right of way, water body, wetland, etc., location of septic system components, and areas to be cleared, filled or excavated. For projects which involve excavation or other soil disturbance, please note on the site plan or describe separately your plans for erosion control. For new development, including new driveways, describe how you intend to treat all new stormwater on site. If application is for a sign, indicate dimensions of sign, letter height and distance from center of road. If you need to construct a new driveway, please indicate the location of your proposed entrance.

SIGNATURE OF APPLICANT:

[Handwritten Signature]

DATE: 2/7/24

Date application & fee received by Town Office: [Handwritten Signature] 226 By: 2/8/24

Conditions:

[Handwritten marks]

Town of Readfield

----- Receipt -----

it!

of Readfield, ME and Point & Pay. We value your
ure reference.

eadfield, ME , your payment was processed at Town Office
r Your Payment. Credit Card Services provided by Town of
AY.

02/28/24 12:22 PM ID:AJP #4830-1
TYPE----- REF--- ACCOUNT
CEO/LPI PERMITS 2456
Bldy/CEO Permit 75.00

VATERVILLE ME, US, 04901

Total: 75.00*
Paid By: FRANK BERENYI
Remaining Balance: 0.00

Thank you have a great day!

Credit/: 75.00
Visa - 75.00

***9028)

Item Purchased	Transaction Description	Account	Amount
Building Permit	CTYReadFieldGOV	2456	\$75.00

Signature: _____ Date: ____/____/____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYReadFieldGOV* . If you have any questions about the charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)