



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR284185  
Original Issued Date: 07/25/2022  
Issued Date: 07/13/2023  
Expiration Date: 07/25/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sweetgrass Botanicals LLC

Phone Number: 203-731-7548  
Email Address: casserolepur@hotmail.com

Business Address 1: 75 Chestnut Street	Business Address 2:
Business City: Lee	Business State: MA
Business Zip Code: 01238	
Mailing Address 1: 635 Laurel Street	Mailing Address 2:
Mailing City: Lee	Mailing State: MA
Mailing Zip Code: 01238	

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

### PRIORITY APPLICANT

Priority Applicant: no  
Priority Applicant Type: Not a Priority Applicant  
Economic Empowerment Applicant Certification Number:  
RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:  
Department of Public Health RMD Registration Number:  
Operational and Registration Status:  
To your knowledge, is the existing RMD certificate of registration in good standing?:  
If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 45 Percentage Of Control: 45

Role: Owner / Partner Other Role:

First Name: Cassandra Last Name: Purdy Suffix:

Gender: Female	User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 55	Percentage Of Control: 55	
Role: Owner / Partner	Other Role:	
First Name: Jason	Last Name: Song	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 100	
Entity Legal Name: Forest Wilde Holding, LLC	Entity DBA:	DBA City:
Entity Description: Forest Wilde Holding, LLC changed its name with the Secretary of the Commonwealth to Sweetgrass Botanicals Holding, LLC and is a Massachusetts limited liability company formed for the purposes of holding interests in licensed Marijuana Establishments		
Foreign Subsidiary Narrative:		
Entity Phone:	Entity Email:	Entity Website:
Entity Address 1:	Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: Sweetgrass Botanicals Holding, LLC, formerly named Forest Wilde Holding, LLC, is the parent company for Sweetgrass Botanicals LLC		

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Cassandra	Last Name: Purdy	Suffix:
Marijuana Establishment Name: Sweetgrass Botanicals LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Lee	Marijuana Establishment State: MA	
Individual 2		
First Name: Jason	Last Name: Song	Suffix:

Marijuana Establishment Name: Sweetgrass Botanicals LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Lee

Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 635 Laurel Street

Establishment Address 2:

Establishment City: Lee

Establishment Zip Code: 01238

Approximate square footage of the establishment: 3743

How many abutters does this property have?: 4

Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Forest Wilde - Community Outreach Documents.pdf	pdf	60761364a6d53445a21e44d3	04/13/2021
Certification of Host Community Agreement	HCA Certificate (Fully Executed).pdf	pdf	60761365518b4d4499416d3d	04/13/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	60884f86954bd3079c68e1e2	04/27/2021

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	605a2bb27e61bd07773aafbb	03/23/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Cassandra

Last Name: Purdy Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role:

Other Role:

First Name: Jason

Last Name: Song Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

Date generated: 01/08/2024

Entity Background Check Information 1

Role: Parent Company		Other Role:	
Entity Legal Name: Forest Wilde Holding, LLC		Entity DBA:	
Entity Description: Sweetgrass Botanicals Holding, LLC is a Massachusetts limited liability company formed for the purpose of holding interests in licensed cannabis establishments.			
Phone: 541-735-0498		Email: casserolepur@hotmail.com	
Primary Business Address 1: 740 Main Street		Primary Business Address 2: Suite 1	
Primary Business City: Great Barrington		Primary Business State: MA	
		Principal Business Zip Code: 01230	
Additional Information: Sweetgrass Botanicals Holding, LLC is the parent company for Sweetgrass Botanicals, LLC.			

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	SOS COGS 03.23.21.PDF	pdf	605a332f59735d07bd8229ae	03/23/2021
Secretary of Commonwealth - Certificate of Good Standing	DUA COGS 2.17.21.pdf	pdf	605a33301c41b407a7673bbb	03/23/2021
Department of Revenue - Certificate of Good standing	DOR COGS 2.18.21.pdf	pdf	605a33305100e00770daf8f3	03/23/2021
Bylaws	Operating Agreement (executed copy) of Forest Wilde LLC.pdf	pdf	605a333b89d65207913aa55c	03/23/2021
Articles of Organization	Forest Wilde - Certificate of Organization.pdf	pdf	605a33a015bf0e07a4ba672f	03/23/2021

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	SIGNED Sweetgrass Cert of Compliance DUA.pdf	pdf	646cc3299c23790008c58fbe	05/23/2023
Secretary of Commonwealth - Certificate of Good Standing	Sweetgrass Cert of Good Standing 5.23.pdf	pdf	646e424a23b80900084633ce	05/24/2023
Department of Revenue - Certificate of Good standing	Sweetgrass Botanicals 2023 DOR CERTGOODSTANDING.pdf	pdf	6470f98e5ab6120008c95a44	05/26/2023

Massachusetts Business Identification Number: 001409853

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Liability Insurance.pdf	pdf	605a33bd15bf0e07a4ba6733	03/23/2021



Business Plan	Forest Wilde Deck - CCC App (B&W).pdf	pdf	605a3a5fc94e7f07837328b7	03/23/2021
Proposed Timeline	Sweetgrass Proposed Timeline 2023.pdf	pdf	646d26519c23790008c6b280	05/23/2023

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Diversity plan	Sweetgrass Botanicals Diversity Plan 5.2023.pdf	pdf	646cc23c9c23790008c58e7a	05/23/2023
Dispensing procedures	Retail Dispensing Procedures.pdf	pdf	646d2f229c23790008c6c727	05/23/2023
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	646d2f4c23b80900084555ed	05/23/2023
Security plan	Security Plan.pdf	pdf	646d2f4d23b8090008455601	05/23/2023
Inventory procedures	Inventory Procedures.pdf	pdf	646d2f7b23b809000845562e	05/23/2023
Qualifications and training	Employee Qualifications and Training.pdf	pdf	646d2f7c9c23790008c6c75b	05/23/2023
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	646d2f7d23b8090008455642	05/23/2023
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	646d2f7f9c23790008c6c76f	05/23/2023
Quality control and testing	Quality Control and Testing for Contaminants.pdf	pdf	646d2f809c23790008c6c783	05/23/2023
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	646d2fbc23b80900084556ce	05/23/2023
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	646d2fbd23b80900084556e2	05/23/2023
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	646d2fbe9c23790008c6c7da	05/23/2023
Prevention of diversion	Prevention of Diversion.pdf	pdf	646d2fc09c23790008c6c7f1	05/23/2023
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	646d2fd69c23790008c6c81c	05/23/2023
Storage of marijuana	Storage of Marijuana.pdf	pdf	646d2fd723b809000845574b	05/23/2023

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

### ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.:

I Agree

Notification:

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.: I Agree

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.: I Agree

I certify that all information contained within this renewal application is complete and true.: I Agree

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN  
Progress or Success Goal 1

Description of Progress or Success: Sweetgrass Botanicals is not yet operational and has therefore not yet begun the hiring process. The company will be able to begin progress on its Positive Impact Plan goals once it is closer to opening.

COMPLIANCE WITH DIVERSITY PLAN  
Diversity Progress or Success 1

Description of Progress or Success: Sweetgrass Botanicals is not yet operational and has therefore not yet begun the hiring process. The company will be able to begin progress on its Diversity Plan goals once it is closer to opening.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 10:00 PM
Friday From: 8:00 AM	Friday To: 10:00 PM
Saturday From: 8:30 AM	Saturday To: 10:00 PM
Sunday From: 8:00 AM	Sunday To: 10:00 PM

# Community Outreach Meeting Attestation Form

## Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

## Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 

1/5/2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as “Attachment A.”

a. Date of publication:

12/18/20

b. Name of publication:

Berkshire Eagle

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as “Attachment B.”

a. Date notice filed:

12/18/20

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant’s proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as “Attachment C.” Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed:

12/16/20

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
  - d. A plan by the ME or MTC to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Forest Wilde LLC

Name of applicant's authorized representative:

Cassandra Purdy

Signature of applicant's authorized representative:

*Cassandra Purdy*

**Attachment A**

**Newspaper Publication**







## **Attachment B**

### **Notice Filed with the Municipality**



## NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

Please join Forest Wilde Extractions, LLC for a Virtual Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Retailer and Marijuana Product Manufacturer is anticipated to be located at 635 Laurel Street in Lee.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility. There will be an opportunity for the public to ask questions.

**WHO:** FOREST WILDE EXTRactions, LLC

**WHAT:** VIRTUAL COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA RETAILER AND MARIJUANA PRODUCT MANUFACTURER AT 635 LAUREL STREET IN LEE.

**WHEN:** TUESDAY, JANUARY 5, 2021 @ 6:00PM

**ZOOM:** Join Zoom Meeting  
<https://us02web.zoom.us/j/82487686169>

Meeting ID: 824 8768 6169

Dial by your location

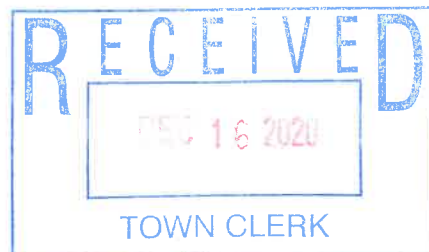
+1 312 626 6799 US (Chicago)  
+1 646 558 8656 US (New York)  
+1 301 715 8592 US (Washington D.C.)  
+1 346 248 7799 US (Houston)  
+1 669 900 9128 US (San Jose)  
+1 253 215 8782 US (Tacoma)

Meeting ID: 824 8768 6169

Find your local number: <https://us02web.zoom.us/j/82487686169>

This meeting is being held simultaneously with the virtual community outreach meeting for Forest Wilde, LLC. Please feel free to submit questions in advance of this meeting to [forestwildelee@gmail.com](mailto:forestwildelee@gmail.com).

All meeting materials will be posted at least 24 hours in advance of the meeting at [www.forestwilde.com](http://www.forestwilde.com) and if able, on the homepage for the Town of Lee at <https://www.lee.ma.us>



## **Attachment C**

### **Municipal Approval for Virtual Meeting**

**HANNON LERNER, P.C.**

ATTORNEYS AT LAW

184 MAIN STREET, POST OFFICE BOX 697

LEE, MASSACHUSETTS 01238

T 413.243.3311 F 413.243.4919

Jpollard.hannonlerner@gmail.com

Jeremia A. Pollard

Of Counsel

Richard H. Vinette, Jr.

Hugh C. Cowhig

Jerome J. Scully

James E. Hannon  
(1935-1971)

Maurice I. Lerner  
(1937-1980)

Sarah H. Bell  
(1979-2013)

September 17, 2020

Re: Forest Wilde, LLC, Community Outreach

To Whom It May Concern:

Please be advised that I am Town Counsel for the Town of Lee. The purpose of this letter is to confirm in writing in accordance with the Cannabis Control Commission's Administrative Order No. 2, "Administrative Order Allowing Virtual Web-Based Community Outreach Meetings", that the Town of Lee through its Board of Selectmen authorized Forest Wilde, LLC, to conduct a virtual community outreach meeting in the Town of Lee.

If you have any questions or concerns, please feel free to contact me.

Sincerely,



Jeremia A. Pollard



## **Town of Lee, Massachusetts**

*OFFICE OF THE TOWN CLERK*

*32 Main Street*

*Lee, MA 01238*

December 16, 2020

TO: Forest Wilde LLC

RE: Community Outreach Meeting

On behalf of the Town of Lee, Massachusetts and in accordance with Governor Baker's order suspending certain provisions of the Open Meeting Law, G.L.c. 30A sec. 20, I hereby authorize that the community outreach meeting for Forest Wilde LLC on January 5, 2021 may take place virtually via ZOOM. The meeting and login information will be posted on the town website at [www.lee.ma.us](http://www.lee.ma.us).

Sincerely,

R. Christopher Brittain

## **Attachment D**

### **Examples of Abutters Notices**



## NOTICE OF VIRTUAL COMMUNITY OUTREACH MEETING

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In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility. There will be an opportunity for the public to ask questions.

**WHO:** FOREST WILDE, LLC

**WHAT:** VIRTUAL COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA RETAILER AND PRODUCT MANUFACTURER AT 635 LAUREL STREET IN LEE.

**WHEN:** TUESDAY, JANUARY 5, 2021 @ 6:00PM

**ZOOM:** Join Zoom Meeting  
<https://us02web.zoom.us/j/82487686169>

Meeting ID: 824 8768 6169

Dial by your location

+1 312 626 6799 US (Chicago)  
+1 646 558 8656 US (New York)  
+1 301 715 8592 US (Washington D.C.)  
+1 346 248 7799 US (Houston)  
+1 669 900 9128 US (San Jose)  
+1 253 215 8782 US (Tacoma)

Meeting ID: 824 8768 6169

Find your local number: <https://us02web.zoom.us/u/k6x6xF1ko>

This meeting is being held simultaneously with the community outreach meeting for Forest Wilde Extractions, LLC. Please feel free to submit questions in advance of this meeting to [forestwildelee@gmail.com](mailto:forestwildelee@gmail.com).

All meeting materials will be posted at least 24 hours in advance of the meeting at [www.forestwilde.com](http://www.forestwilde.com) and if able, on the homepage for the Town of Lee at <https://www.lee.ma.us>

# Forest Wilde: PostNet MA101 Receipt

Victoria Ireton <victoria@tenaxstrategies.com>

Wed 1/6/2021 1:44 PM

To: Glissman, Daniel <dglissman@princelobel.com>;

Importance: High

Dan,

Here is proof for noticing the abutters about the virtual community outreach meeting.

Best,  
Victoria

**Victoria Ireton**  
Senior Account Executive



[617-943-8130](tel:617-943-8130)

[www.tenaxstrategies.com](http://www.tenaxstrategies.com)

[12 Post Office Square, 6th Floor, Boston, MA 02109](#)

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**From:** PostNet MA101 <ma101@postnet.com>  
**Date:** Wednesday, December 16, 2020 at 9:09 AM  
**To:** Victoria Ireton <victoria@tenaxstrategies.com>  
**Subject:** PostNet MA101 Receipt

**PostNet MA101**  
**6 Liberty Square**  
**Boston, MA 02109**  
**857-350-3064**

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<b>Invoice#</b>	37818
<b>Clerk</b>	Clerk
<b>Date</b>	12/16/2020 09:09 AM
<b>Account</b>	010074278452 Tenax Strategies

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Description SKU#	Price	Qty	Ext. Price
Print- Color- 8.5 X 11 Single 230811	0.51	76	38.76 t
Envelope 67EPS	0.50	38	19.00 t
Postage and Application 07POSTAGEAPPLICATION	0.80	38	30.40
Stuffing per piece 21STUFFING	0.07	38	2.66 t
<b>Sub-Total:</b>			\$90.82
<b>Sale Tax:</b>			\$3.78
<b>Total:</b>			\$94.60
<b>CCard Charge:</b>			\$94.60
*****1011			
I agree to pay the above amount according to the card user agreement. (merchant agreement if credit voucher)			

**Please be aware that shipping carriers have suspended delivery guarantees and refunds on ALL services due to COVID-19 related travel restrictions.**

**To track shipments:**

**<http://www.postnet.com/boston-ma101/track>**

**UPS: 800-742-5877 or [www.ups.com](http://www.ups.com)**

**FedEx: 800-463-3339 or [www.fedex.com](http://www.fedex.com)**

**DHL: 800-225-5345 or [www.dhl-usa.com](http://www.dhl-usa.com)**

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# **Attachment E**

## **Link to Recorded Virtual Meeting**

[https://us02web.zoom.us/rec/share/  
pND1ldz9SxBll1DOjbb4pOnz2g4ED7yLuhp2wqwfl-  
pJDKdkoJvwWsYFJBfldPaF.wQWb3\\_ih\\_sLbwF4j](https://us02web.zoom.us/rec/share/pND1ldz9SxBll1DOjbb4pOnz2g4ED7yLuhp2wqwfl-pJDKdkoJvwWsYFJBfldPaF.wQWb3_ih_sLbwF4j)

Passcode: #z^7%sy6

## **Attachment F**

### **Virtual Meeting Presentation Handouts**

# **Virtual Community Outreach Meeting**

**January 5, 2021**



# INTRODUCTION

- Forest Wilde, LLC. and Forest Wilde Extractions, LLC (Forest Wilde) are proposing to open an adult-use marijuana retailer and adult-use product manufacturer at 635 Laurel Street in the Town of Lee.
- The property meets all current zoning requirements with the Town of Lee.
- The proposed Marijuana Retailer and Marijuana Product Manufacturer must still complete the Special Permit process with the Town of Lee.
- Forest Wilde will go through the State licensing process conducted by the Cannabis Control Commission (CCC).



# INTRODUCTION

- Forest Wilde's proposed location is not within any Town established buffer zones.
- Forest Wilde plans to keep the existing structure and will comply with all the security requirements of 935 CMR 500.
- As a retail store and product manufacturer, the location will not constitute a nuisance to the community. There will not be any outside equipment, so there will not be any more noise than any of the other retailers in the area.





# LOCATION- 635 Laurel Street





# LOCATION- 635 Laurel Street



EXTERIOR MASSING ; NORTH VIEW



# LOCATION- 635 Laurel Street



EXTERIOR MASSING ; SOUTH VIEW (FRONT ENTRY)



# SECURITY

- Security is an import matter for Forest Wilde. Security goes well beyond the placement of cameras and other physical security measures. Security includes engagement with the community, the Police and Fire departments and most importantly, engagement with our team members.
- Forest Wilde has incorporated security into many of the company policies, in one way or another. Forest Wilde is committed to our physical security, our security policies, including team member engagement and the Company's engagement with the community and local law enforcement.



# SECURITY

- Forest Wilde has incorporated the following policies into the operation of our facility, in order to address security and the prevention of diversion.
- Security
- Prevention of diversion of marijuana to minors or the illicit market
- Restricting Access to Age 21 and Older
- Retail dispensing procedures
- Personnel policies
- Marijuana storage
- Transportation and onsite deliveries both to and from the Marijuana Establishment





# DIVERSION PREVENTION

## Separation

Policies and procedures will be implemented to reflect a separation of duties where there are overlapping processes for diversion risk and ensure that the chain of custody and individual accountability are always maintained and verifiable .

Per CMR 500.105 (4)(a)(5), we will engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited, that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old.

## Marketing

Per CMR 500.110 (1)(f), we will store all product in a secure, locked safe or vault in such a manner as to prevent diversion, theft or loss. If diversion is detected, we will secure all product and conduct an assessment to determine whether additional safeguards are necessary.

## Access Control

Per CMR 500.105 (13)(b), Forest Wilde will document and report any unusual discrepancy in inventory to the Commission and law enforcement authorities not more than 24 hours after discovery.

## Reporting

Per CMR 500.105 (2)(b)(7)(b), Forest Wilde will require employees to complete annual trainings on all aspects of their jobs including diversion prevention, prevention of sales to minors, and best practices to detect and respond to incidents of possible diversion.

## Training



# COMMUNITY IMPACT

Our goal is to be a good partner to the community, working with local government, law enforcement and the area businesses to enhance the neighborhood. We intend to create a positive economic impact beneficial to the Town of Lee and the neighborhood through the local sales tax and by off setting costs incurred by the Town through Forest Wilde's Community Impact Fee.

## Partnership

Through our own security measures we will prevent on-site diversion and working with the Lee Police Department and area businesses, utilize our existing security measures to provide enhanced benefits to the neighborhood where possible.

## Security

We are committed to a continued dialogue with the Town of Lee and the neighborhood to foster a mutually beneficial, healthy, and safe partnership. Further as a Marijuana Establishment, we will provide information and education about our products.

## Dialogue



# QUESTIONS ?

## **Attachment G**

### **Number of Participants Attending the Meeting**

There was only 1 participant that attended the community outreach meeting.

## Host Community Agreement Certification Form

### Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

### Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Forest Wilde LLC

2. Name of applicant's authorized representative:

Cassandra Purdy

3. Signature of applicant's authorized representative:

Cass Purdy

4. Name of municipality:

Town of Lee

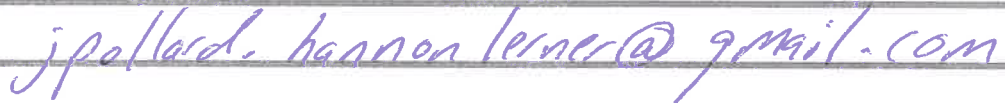
5. Name of municipality's contracting authority or authorized representative:

Jeremia Pollard, Town Counsel

6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):



8. Host community agreement execution date:







## *FOREST WILDE LLC*

### **Plan to Remain Compliant with Local Zoning**

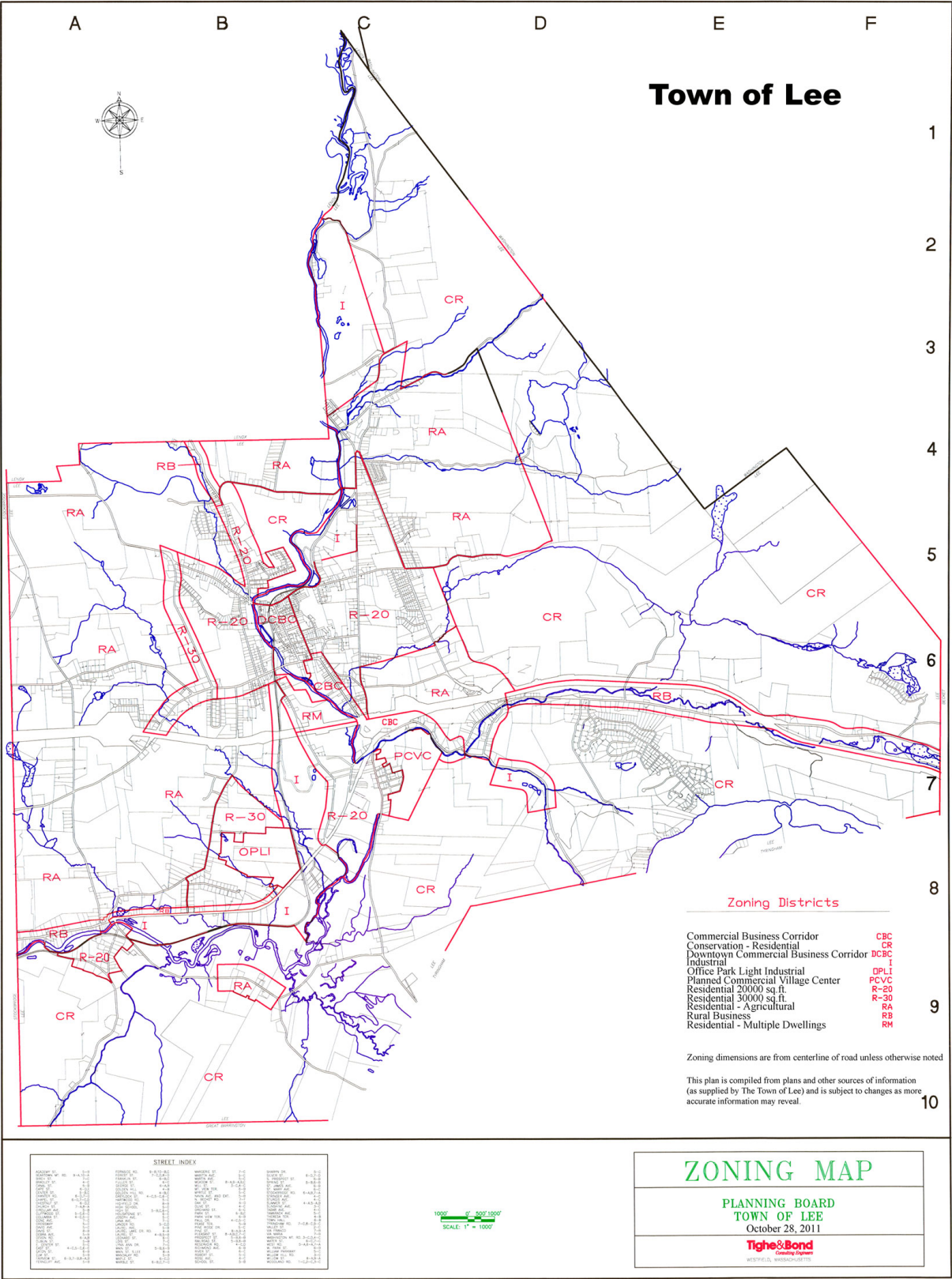
The Town of Lee amended its zoning code at a Town Meeting on May 17, 2018, to permit the production and dispensing of marijuana for adult-use in the Rural Business zoning district.

Forest Wilde LLC (the “**Company**”), is proposing to develop and operate a Marijuana Establishment at 635 Laurel Street, Lee, MA 01238. This site is located in the Rural Business zoning district, which permits the operation of a marijuana establishment, specifically a marijuana product manufacturer and retailer pursuant to Section 199.9-11(c) of the Zoning Bylaw for the Town of Lee, subject to the granting of a Special Permit and Site Plan approval from the Board of Selectmen for the Town of Lee (the “**Board**”). Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its proposed facility with town officials, including the building department, police department, fire department, health department, department of public works and has entered into a host community agreement with the Town. The Company is actively working towards submitting its Special Permit application and anticipates the process to be complete by April 2021.

The Company plans to continue to work with town officials to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and Jeanne Carmichael will be responsible for ongoing compliance with local and state rules and regulations.



Town of Lee, MA  
Tuesday, April 27, 2021

## Chapter 199. Zoning

### Subchapter 9. Supplemental Use Regulations

#### § 199-9.11. Marijuana establishments.

- A. Purpose. The purpose of this section is to provide for the placement of marijuana establishments (MEs) in suitable locations in the Town of Lee (the "Town") in recognition of and in accordance with "Regulation of the Use and Distribution of Marijuana Not Medically Prescribed," MGL c. 94G. The specific purpose of this section is to safeguard the built environment by permitting compliance with state law in a manner consistent with community and neighborhood concerns, while also ensuring that those entities permitted to operate a licensed ME, as defined herein, comply with the relevant provisions of Chapter 334 of the Acts of 2016, Chapter 351 of the Acts of 2016, Chapter 55 of the Acts of 2017, and the regulations promulgated by the Cannabis Control Commission (CCC) found at 935 CMR 500.000 et seq.

- B. Definitions.

##### **CRAFT MARIJUANA COOPERATIVE**

A marijuana cultivator comprised of residents of the commonwealth organized as a limited-liability company or limited-liability partnership under the laws of the commonwealth, or an appropriate business structure as determined by the CCC, and that is licensed to cultivate, obtain, manufacture, process, package and brand marijuana and marijuana products to deliver marijuana to MEs but not to consumers.

##### **INDEPENDENT TESTING LABORATORY**

A laboratory that is licensed by the CCC and is:

- (1) Accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (2) Independent financially from any medical marijuana treatment center or any licensee or ME for which it conducts a test; and
- (3) Qualified to test marijuana in compliance with 935 CMR 500.160 and MGL c. 94C, § 34.

##### **LICENSE**

The certificate issued by the CCC that confirms that a ME has met all applicable requirements pursuant to St. 2012, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000. An ME may be eligible for a provisional or final license.

##### **MARIJUANA CULTIVATION FACILITIES**

Facilities that a marijuana cultivator may be licensed to operate.

##### **MARIJUANA CULTIVATOR**

An entity licensed to cultivate, process, and package marijuana; to deliver marijuana to MEs; and to transfer marijuana to other MEs but not consumers.

**MARIJUANA ESTABLISHMENT (ME)**

A marijuana cultivator, craft marijuana cooperative, marijuana product manufacturer, marijuana retailer, independent testing laboratory, marijuana research facility, marijuana transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

**MARIJUANA PRODUCT MANUFACTURER**

An entity licensed to obtain, manufacture, process, and package marijuana and marijuana products; to deliver marijuana and marijuana products to other MEs, and to transfer marijuana and marijuana products to other MEs but not consumers.

**MARIJUANA PRODUCTS**

Products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

**MARIJUANA RETAILER**

An entity licensed to purchase and deliver marijuana and marijuana products from MEs and to deliver, sell, or otherwise transfer marijuana and marijuana products to other MEs and to consumers.

**MARIJUANA TRANSPORTER**

An entity, not otherwise licensed by the CCC, that is licensed to purchase, obtain, and possess cannabis or marijuana product solely for the purpose of transporting, temporary storage, sale and distribution to MEs, but not to consumers.

**MICRO-BUSINESS**

A co-located ME that can be either a Tier 1 marijuana cultivator or product manufacturer or both, in compliance with the operating procedures for each license. A microbusiness that is a marijuana product manufacturer may purchase no more than 2,000 pounds of marijuana per year from other MEs.

**RESEARCH FACILITY**

An entity licensed to engage in research projects by the CCC.

- C. Designated locations for MEs. The locations designated by the Town of Lee where an ME may be sited are as follows:
- (1) Any ME, as defined in this bylaw, may be sited in the Industrial (I) Zone District, as shown on the Zoning Map pursuant to MGL c. 40A, § 4, upon the approval of a site plan and special permit, in accordance with §§ **199-13.3** and **199-13.4** of the Zoning Bylaw.
  - (2) Marijuana retailers, as defined in this bylaw, may be sited in the Central Business Corridor (CBC) and the Rural Business (RB) Zone Districts as shown on the Zoning Map pursuant to MGL c. 40A, § 4, upon the approval of a site plan and special permit, in accordance with §§ **199-13.3** and **199-13.4** of the Zoning Bylaw.
  - (3) Marijuana independent testing laboratories and research facilities, as defined in this bylaw, may be sited in the Downtown Commercial Business Corridor (DCBC), Central Business Corridor (CBC), Rural Business (RB) and the Office Park Light Industrial (OPLI) Zone Districts as shown on the Zoning Map pursuant to MGL c. 40A, § 4, upon the approval of a site plan and special permit, in accordance with §§ **199-13.3** and **199-13.4** of the Zoning Bylaw.

- (4) Marijuana cultivation facilities, marijuana product manufacturers and marijuana transporters, as defined in this bylaw, may be sited in the Rural Business (RB) and Office Park Light Industrial (OPLI) Zone Districts as shown on the Zoning Map pursuant to MGL c. 40A, § 4, upon the approval of a site plan and special permit, in accordance with §§ **199-13.3** and **199-13.4** of the Zoning Bylaw.
- (5) No marijuana retailer may be located closer than 500 feet from any school, place of worship, any type of child care facility as referenced in 606 CMR 7.02, or other similar facility where minors commonly congregate and are the primary population served by the facility. The setback distance shall be measured in a straight line from the nearest point of the property line of the proposed marijuana retailer and the nearest point of the property line of said facilities. There shall be no setback for all other MEs.
- (6) As part of the special permit process, the special permit granting authority may reduce the required setback distance as referenced in Subsection **C(5)** if it finds site-specific circumstances or barriers adequately separate the proposed marijuana retailer and the protected uses. The burden shall be on the applicant to demonstrate that reducing the minimum setback will serve the purpose of this section and address the concerns of the special permit granting authority.
- (7) No ME, except for marijuana transporters, shall be permitted to operate from a moveable, mobile or transitory location.

D. Designated number of MEs.

- (1) The total number of marijuana retailers shall not exceed 20% of the number of licenses issued within the Town for the retail sale of alcoholic beverages not to be drunk on the premises. Fractions of retailers shall be rounded up to the nearest whole number.
- (2) The total number of nonretail MEs shall not exceed 14.
- (3) In the event that the number of licenses issued within the Town for the retail sale of alcoholic beverages not to be drunk on the premises decreases, any ME, if then exceeding the limits as noted in Subsection **D(1)**, may remain in operation.

E. General requirements. The following general requirements are established for all proposed operations of MEs.

- (1) Outside storage. No outside storage of marijuana, marijuana products, related supplies, or educational materials is permitted, except for outdoor, open-air cultivation facilities.
- (2) Hours of operation. A marijuana retailer may open no earlier than 8:00 a.m. and shall close no later than 8:00 p.m. the same day, Monday through Saturday, and from 10:00 a.m. until 8:00 p.m. on Sunday unless other hours of operation are set by the special permit granting authority as part of site plan approval. Hours of operation shall apply to all sales, delivery, and dispensing activities for the business. There shall be no hourly restrictions on nonretail marijuana facilities, unless imposed by the special permit granting authority as part of site plan approval.
- (3) Signage. All signage and advertising for MEs shall comply with all applicable state laws, as well as the provisions of Subchapter 7 of this chapter and all other applicable provisions of this Code. Advertisements, signs, displays or other promotional material depicting retail marijuana uses or symbols shall not be shown or exhibited off the premises, or in any manner which is visible to the public from roadways, pedestrian sidewalks or walkways, or from other public areas. No signage associated with a marijuana retailer shall use the word "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana, unless such word or phrase is immediately preceded by the word "retail," provided that no signage

- shall contain words such as "reefer," "ganja," "weed" or other similar slang references to marijuana or cannabis.
- (4) On-site consumption of marijuana. The use, consumption, ingestion or inhalation of marijuana or marijuana products on or within the premises of any ME is prohibited, except for research facilities.
  - (5) Visibility of activities. All activities of any ME, except for outdoor, open-air cultivation facilities, shall be conducted indoors.
  - (6) Paraphernalia. Devices, contrivances, instruments and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers and related tools, water pipes, and vaporizers, may lawfully be sold at a marijuana retailer. No retail marijuana, marijuana products, or paraphernalia shall be displayed or kept in a retail marijuana store so as to be visible from outside the licensed premises.
  - (7) Control of emissions. Sufficient measures and means of preventing smoke, odors, debris, dust, fluids and other substances from exiting a ME must be provided at all times. In the event that any odors, debris, dust, fluids or other substances exit a ME, the owner of the subject premises and the licensee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full cleanup and correction of such condition. The licensee shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.
  - (8) The proposed ME shall provide appropriate landscaping and urban design features to harmonize the proposed project with abutting uses so as to protect and enhance the aesthetics and architectural look and character of the surrounding neighborhood. This requirement may be modified or waived by the special permit granting authority.
  - (9) Any violation will be corrected within 30 days and if not corrected within the required time, all operations of the ME shall be suspended until the violation is corrected.
- F. Special permit required. No ME shall be operated or expanded without first obtaining a special permit from the special permit granting authority in accordance with this section and § **199-13.4**, Special permits.
- (1) The special permit granting authority for any ME shall be the Board of Selectmen.
  - (2) A special permit shall only be valid for use by the applicant and will become null and void upon the sale or transfer of the license of an ME or change in the location of the business.
  - (3) In the event that the commonwealth's licensing authority suspends the license or registration of an ME, the special permit shall be so suspended by the Town until the matter is resolved to the satisfaction of said licensing authority.
- G. Filing requirements. Applications to permit an ME must be submitted to the Select Board. Such applications for MEs shall include the following:
- (1) Site plan. A site plan shall be submitted that includes all information required as per § **199-13.3** and must also include the following:
    - (a) The names, mailing addresses, phone numbers, email addresses and signatures of the applicant, owner and operator.
    - (b) Physical address (if one exists), and the map, lot and block number of the proposed site.
  - (2) Security plan. A security plan shall be submitted, to ensure the safety of employees, patrons and the public to protect the premises from theft or criminal activity. The Police Chief, or their

designee, shall offer comments to the special permit granting authority regarding the security plan. The security plan shall include, but not be limited to, the following:

- (a) An interior floorplan (including secured areas, windows, doors, etc.).
  - (b) Exterior lighting.
  - (c) Exterior fencing (if any).
  - (d) Exterior gates (if any).
  - (e) Alarms.
- (3) Evidence that the applicant has site control and the right to use the site for an ME in the form of a deed, valid lease, or purchase and sale agreement or a notarized statement from the property owner certifying the applicant has firm site control.
- (4) The special permit granting authority may require a traffic study that includes an analysis of on-site circulation and parking demand to justify the number of proposed parking spaces and the optimum configuration for site ingress and egress.
- H. Discontinuance of use. Any ME under this section shall be required to remove all material, marijuana products, equipment, signs, and other paraphernalia in compliance with regulations established by the CCC prior to expiration of its license or immediately following revocation or voiding of its licensure and/or registration. If the license holder discontinues use, the ME shall immediately notify the Lee Board of Selectmen, the Lee Police Chief and the Zoning Enforcement Officer.
- I. No Town liability; indemnification.
- (1) The applicant and all licensees waive and release the Town, its elected officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of the ME owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.
  - (2) The applicant, in receiving approvals issued pursuant to this chapter, and all licensees, jointly and severally, if more than one, agree to indemnify, defend and hold harmless the Town, its elected officials, employees, attorneys, agents, insurers and self-insurance pool against all liability, claims and demands on account of any injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the ME that is the subject of the approval/license.
- J. Other laws remain applicable.
- (1) Business license required. At all times while a permit is in effect the licensee shall possess a valid business license as required by the Lee Town Code.
  - (2) To the extent that the state has adopted or adopts in the future any additional or stricter law or regulation governing the cultivation, manufacturing, testing, research or retail of marijuana or marijuana products, the additional or stricter regulation shall control the ME in the Town. Compliance with any applicable state law or regulation shall be deemed an additional requirement for issuance or denial of any license under this chapter, and noncompliance with any applicable state law or regulation shall be grounds for revocation or suspension of any license issued hereunder.
  - (3) Any ME may be required to demonstrate, upon demand by law enforcement officers of the Lee Police Department and/or the local licensing authority, that the source and quantity of any

marijuana found upon the licensed premises are in full compliance with any applicable state law or regulation.

- (4) The issuance of any license pursuant to this chapter shall not be deemed to create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for the cultivation, possession, sale, distribution or use of marijuana.
- (5) Prior to the issuance of a special permit or site plan approval, the ME must have entered into a host community agreement with the Town. If, upon review by the Board of Selectmen, the ME is found to not be fully in compliance with the host community agreement, the special permit may be suspended or rescinded.



May 17, 2023

R. Christopher Brittain  
Town Administrator, Town of Lee  
32 Main Street  
Lee, MA 01238

Dear Mr. Brittain,

As you know, this office represents Sweetgrass Botanicals LLC (the “Company”) in connection with the licensing and permitting of its marijuana establishment located at 635 Laurel Street (the “Establishment”). The Company’s license from the Cannabis Control Commission (“CCC”) for the Establishment is up for renewal, and as part of its renewal process, the Company is required to request the records of any costs incurred by its host municipality, reasonably related to the operation of the marijuana establishment for the preceding year.

Accordingly, pursuant 935 CMR 500.103(4)(f) and the CCC’s renewal application requirements, we are respectfully requesting the records of any costs incurred by the Town reasonably related to the operation of the Establishment. Please note that pursuant to M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26. Please do not hesitate to contact me directly if you have any comments or questions.

Sincerely,

Catherine Brown  
Tenax Strategies



**TOWN OF LEE**  
32 Main Street, Lee, MA 01238  
www.lee.ma.us

R. Christopher Brittain,  
Town Administrator

May 17, 2023

Catherine Brown  
Tenax Strategies  
[delivered via email only]

Dear Catherine,

We received your letter requesting costs to the Town of Lee related to the operation of a Marijuana Establishment (ME). Below is a list of the FY23 costs related to all ME's in Lee.

1. School resource officer \$129,360
2. Police co-respondent social worker \$42,832
3. MPAC police funding \$16,000

Total \$188,192

Divided equally by 3 Marijuana Establishments in operation this equals **\$62,730.66 per ME**. Please feel free to contact me if you have any questions.

Sincerely,

R. Christopher Brittain,  
Town Administrator



## *FOREST WILDE LLC*

### **Plan for Positive Impact**

Forest Wilde LLC (the “**Company**”) is proposing to site a marijuana retailer and marijuana product manufacturer in Lee Massachusetts, an area that has not been identified by the Commission as an area of disproportionate impact. However, Pittsfield, MA (the “**Target Area**”) is located approximately 9.5 miles from the Company’s proposed facility. Accordingly, the Company intends to focus its efforts in the Target Area and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

During its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

#### **Goals:**

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, **at least 25% of its employees** from the Target Area, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
2. Provide educational programs and informational sessions geared towards individuals from the Target Area and/or Massachusetts Residents who have, or have parents or spouses who have, past drug convictions that are interested in the cannabis industry, with specific focuses on marijuana product manufactures or retailers and entrepreneurship, at least **twice** a year. Such educational events will specifically include, but not be limited to, information on **licensing workshops (i.e. guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview and METRC best practices.**

#### **Programs:**

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Area or Massachusetts residents who have past drug convictions it shall post **monthly notices** for at least **three (3) months** during the hiring process at the municipal offices of the Target Area and in newspapers of general circulation in the Target Area, including but not limited to, **the Berkshire Eagle**, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in the Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.



## ***FOREST WILDE LLC***

2. In an effort to ensure that the Company provides opportunities for individuals from the Target Area and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post notices at least ***two (2) weeks*** prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Area including but not limited to, ***the Berkshire Eagle***, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

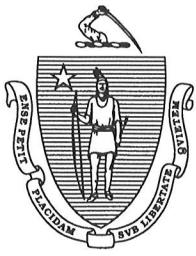
The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

### **Annual Review:**

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions; and
2. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

March 22, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**FOREST WILDE LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 4, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **FOREST WILDE HOLDING, LLC**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **FOREST WILDE HOLDING, LLC**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **FOREST WILDE HOLDING, LLC**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



Processed By:IL



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



320687055

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

forest wilde, LLC  
75 CHESTNUT ST  
LEE, MA 01238-9139

EAN: 22187464  
February 17, 2021

Certificate Id:45552

The Department of Unemployment Assistance certifies that as of 2/17/2021 ,forest wilde, LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0453299520  
Notice Date: February 18, 2021  
Case ID: 0-001-099-569



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FOREST WILDE LLC  
75 CHESTNUT ST # LEE  
LEE MA 01238-9139

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, FOREST WILDE LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau

**OPERATING AGREEMENT  
OF  
FOREST WILDE LLC**

This Operating Agreement (this “Agreement”) of FOREST WILDE LLC (the “LLC”), a limited liability company organized pursuant to Massachusetts General Laws Chapter 156C, as amended from time to time (the “Act”), is entered into as of November 11, 2020.

The LLC was formed as a Massachusetts limited liability company under the Act by the filing on November 4, 2019, of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts. From the date of formation until the date hereof, Jeanne Albano Carmichael (“Jeanne”) and Cassandra Purdy (“Cassandra”) were the members of the LLC. Immediately prior to the execution of this Agreement, Jeanne and Cassandra assigned their Membership Interests in the LLC to Forest Wilde Holding, LLC (“Holding”), and Holding is now the sole member of the LLC.

This Agreement is intended to constitute the “operating agreement” of the LLC within the meaning of Section 2 of the Act, and its provisions shall govern the affairs of the LLC and the conduct of its business.

1. Name. The name of the LLC shall be Forest Wilde LLC or such other name as may be approved by the Manager from time to time.
2. Formation. The Certificate was filed with the Secretary of the State of the Commonwealth of Massachusetts by an authorized person on November 4, 2019.
3. Principal Office; Resident Agent. The principal office and place of business of the LLC required to be maintained by Section 5 of the Act shall be located at 75 Chestnut Street, Lee, Massachusetts 01238, or at such other place within Massachusetts as the Manager may from time to time determine. The resident agent for service of process on the LLC shall be William S. Rogers, Jr., Esq., Prince Lobel Tye LLP, One International Place, Suite 3700, Boston, Massachusetts 02110, or such other person or entity eligible to act as resident agent under Massachusetts law as the Manager shall appoint from time to time.
4. Purposes. The LLC is authorized to engage in any lawful business, trade, purpose or activity, including, without limitation, applying to the Massachusetts Cannabis Control Commission for a license for the retail sale of marijuana and marijuana products.
5. Duration. The LLC shall continue in existence until the dissolution of the LLC pursuant to the provisions of Section 11.
6. Execution of Documents to be Filed with the Secretary of State. The Manager is authorized to execute documents to be filed by the LLC with the Secretary of State of the Commonwealth of Massachusetts.
7. Execution of Recordable Instruments. The Manager is authorized to execute in the name of the LLC, and to acknowledge, deliver and record, any recordable instrument affecting an interest in real property, including, without limitation, any deed, lease, notice of lease, mortgage, discharge or release of mortgage, assignment of mortgage, easement and certificate of fact.



8. Additional Members. No other person may be admitted as a member of the LLC without the consent of the Member and the execution of an amendment or restatement of this Agreement by the Member and each such new member.

9. Management. Forest Wilde Holding, LLC shall serve as the sole Manager of the LLC until such time as the Member shall designate a different Manager. Except to the extent that this Agreement provides for certain actions to be taken by the Member, the Manager shall have full, complete, and exclusive power, authority and discretion with respect to the management of the business, affairs and properties of the LLC; and all powers of the LLC shall be exercised by or under the authority of the Manager.

10. Officers. The Manager may designate one or more individuals as officers of the LLC, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Manager. Any officer may be removed by the Manager at any time with or without cause. Each officer shall hold such office until his or her successor shall be duly designated and shall qualify, or until the earlier of the officer's death, resignation or removal.

11. Dissolution. The LLC shall dissolve and its affairs shall be wound up upon on the earliest to occur of the following events: (a) the election by the Member to dissolve; (b) the entry of a decree of judicial dissolution under the Act; or (c) the occurrence of any other event causing the dissolution of the LLC under the Act.

12. Liability of Members and Managers. No Member or Manager of the LLC, nor any agent, officer, or any other person authorized to act for the LLC, shall have any liability for, or obligation with respect to, the debts, obligations or liabilities of the LLC, except to the extent provided for in the Act.

13. Amendment. This Agreement may be amended at any time by a written instrument signed by the Member.


14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions of the Commonwealth of Massachusetts or any other jurisdiction.

15. Severability. If any provision of this Agreement shall be deemed by any court having jurisdiction thereon to be invalid or unenforceable, the balance of this Agreement shall remain in effect; if any provision of this Agreement shall be deemed by any such court to be unenforceable because such provision shall be too broad in scope, such provision shall be construed to be limited in scope to the extent such court shall deem necessary to make it enforceable; and if any provision shall be deemed inapplicable by any such court to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above stated.

FOREST WILDE HOLDING, LLC, Sole Member

By   
Name: Cassandra Purdy  
Title: Manager



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Annual Report**

(General Laws, Chapter )

Identification Number: 001409853

Annual Report Filing Year: 2020

1.a. Exact name of the limited liability company: FOREST WILDE LLC

1.b. The exact name of the limited liability company as amended, is: FOREST WILDE LLC

**2a. Location of its principal office:**

No. and Street: 75 CHESTNUT STREET  
 City or Town: LEE State: MA Zip: 01238 Country: USA

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

No. and Street: 75 CHESTNUT STREET  
 City or Town: LEE State: MA Zip: 01238 Country: USA

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

THE GENERAL CHARACTER OF THE BUSINESS SHALL BE SUBMITTING APPLICATIONS WITH ALL APPLICABLE MASSACHUSETTS REGULATORY AUTHORITIES TO OBTAIN AUTHORIZATION, AND UPON APPROVAL BY EACH SUCH AUTHORITY, TO ENGAGE IN THE RETAIL OF CANNABIS PRODUCTS, AND ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY IS AUTHORIZED TO ENGAGE. THE LLC WILL NOT ENGAGE IN ANY ACTIVITY REQUIRING THE APPROVAL AND ENDORSEMENT OF THE CANNABIS CONTROL COMMISSION UNTIL SUCH AUTHORIZATIONS HAVE BEEN RECEIVED.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: WILLIAM S. ROGERS, JR., ESQ.  
 No. and Street: PRINCE LOBEL TYE LLP  
ONE INTERNATIONAL PLACE, SUITE 3700  
 City or Town: BOSTON State: MA Zip: 02110 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JEANNE ALBANO CARMICHAEL	75 CHESTNUT STREET LEE, MA 01238 USA
MANAGER	CASSANDRA PURDY	43 MINE HILL ROAD

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	JEANNE ALBANO CARMICHAEL	75 CHESTNUT STREET LEE, MA 01238 USA
SOC SIGNATORY	CASSANDRA PURDY	43 MINE HILL ROAD ROXBURY, CT 06783 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JEANNE ALBANO CARMICHAEL	75 CHESTNUT STREET LEE, MA 01238 USA
REAL PROPERTY	CASSANDRA PURDY	43 MINE HILL ROAD ROXBURY, CT 06783 USA

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of November, 2020,**  
CASSANDRA PURDY , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

November 03, 2020 11:39 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial 'W'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**FOREST WILDE LLC**

### **Plan for Obtaining Liability Insurance**

Forest Wilde LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.



# Forest Wilde

*Premium, woman-owned cannabis establishment in the heart of the Berkshires*

CONFIDENTIAL EXECUTIVE SUMMARY  
FALL 2020





## THE VISION

# Forest Wilde

Boutique, “destination” cannabis establishment bringing best practices from the West Coast and Europe to the developing Massachusetts market, with:

- Commitment to a premium product offering – organic whenever possible – serving the recreational segment with the same care and exacting standards afforded the therapeutic market
- Impeccable selection of flower, with both quality, trending strains and rare genetics / heirloom varieties appealing to connoisseurs
- The East Coast’s only in-house solventless extraction demonstration lab, producing top-notch concentrates for aficionados and powering our proprietary line of handmade edibles and topicals
- Singular lakeside location in a restored, 6,000 ft<sup>2</sup> heritage tavern, with a modern and sophisticated aesthetic reflecting the rustic spirit of the Berkshires
- Premium but fair pricing and a relaxed, educational budtending ethos to cultivate a loyal clientele trusting us for our expertise





# A SINGULAR VENUE EVOKING THE RUSTIC SPIRIT OF THE BERKSHIRES

*Located in a renovated, 111-year old heritage tavern, we will offer a modern and sophisticated customer experience with the feel of a cozy Berkshires forest lodge*

Boasting one of the most unique and spacious retail spaces in the state – and a team with many years of hospitality and West Coast dispensary experience – we will cultivate a relaxed, welcoming ambiance, making Forest Wilde a place to linger vs. the “drive-through” feel common at many competing dispensaries

Our location’s unique features include:

- A stunning lakeside lounge with couches and fireplace allowing customers to comfortably queue indoors while browsing our wide range of ancillary products
- A lobby featuring ongoing solventless extraction demonstrations from our glass-walled lab
- The largest dedicated parking lot in the state, affording convenience and discretion for our clientele
- Ideal location on one of the key arteries in the core tourist cluster of the Berkshires, minutes from I-90



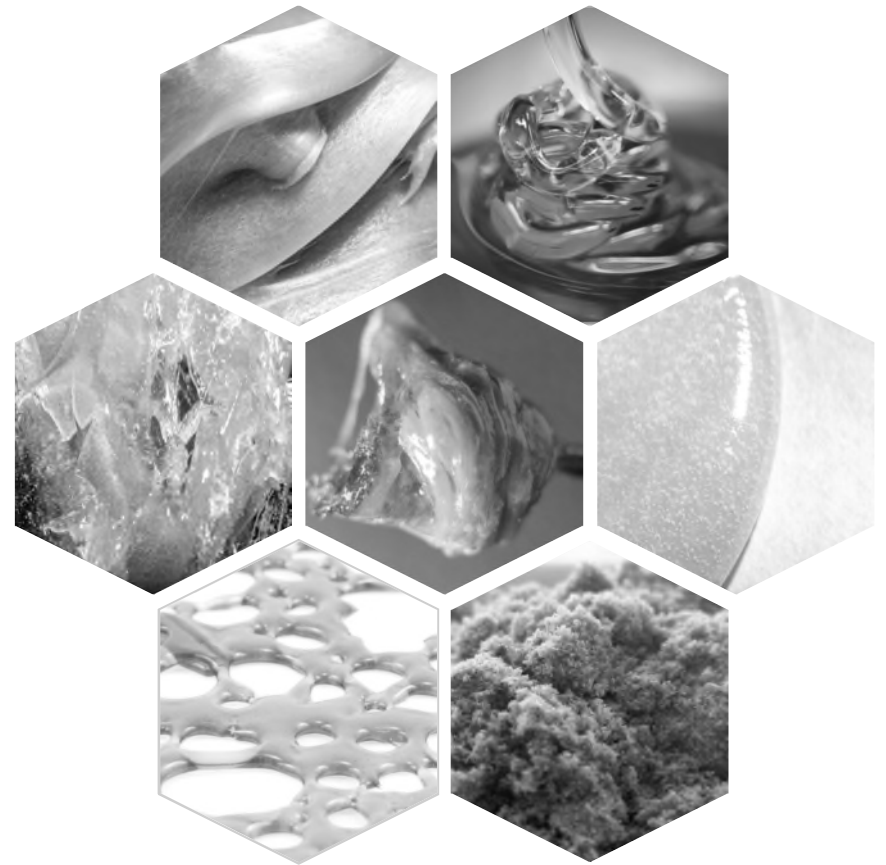
# SERVING THE “CONNOISSEUR” MARKET WITH A ROSTER OF QUALITY CONCENTRATES...

The ongoing rise of concentrates, which in other states rivals the dominance of flower, is one of the most important trends in the cannabis market – and Forest Wilde has been built to tap into this transformative dynamic.

Concentrates will be a core pillar of our business given their use in our handmade edibles and topicals, but we will also sell a broad range of rosin, hash, resins, cartridges, and BHO (“shatter”) at both accessible and premium price points.

Powering this core business line will be an advanced icewater extraction lab – the only such demonstration lab on the East Coast. Visitors waiting to be served can watch extraction artists at work making their live rosin, hash and resins, a unique feature appealing to connoisseurs and underlining our status as a destination dispensary.

This setup will allow us to host hashmaking events with celebrity tastemakers and experts, drawing connoisseurs for limited release specialty items, creating buzz, attracting industry press and cementing our reputation as a unique outlet for rare finds.



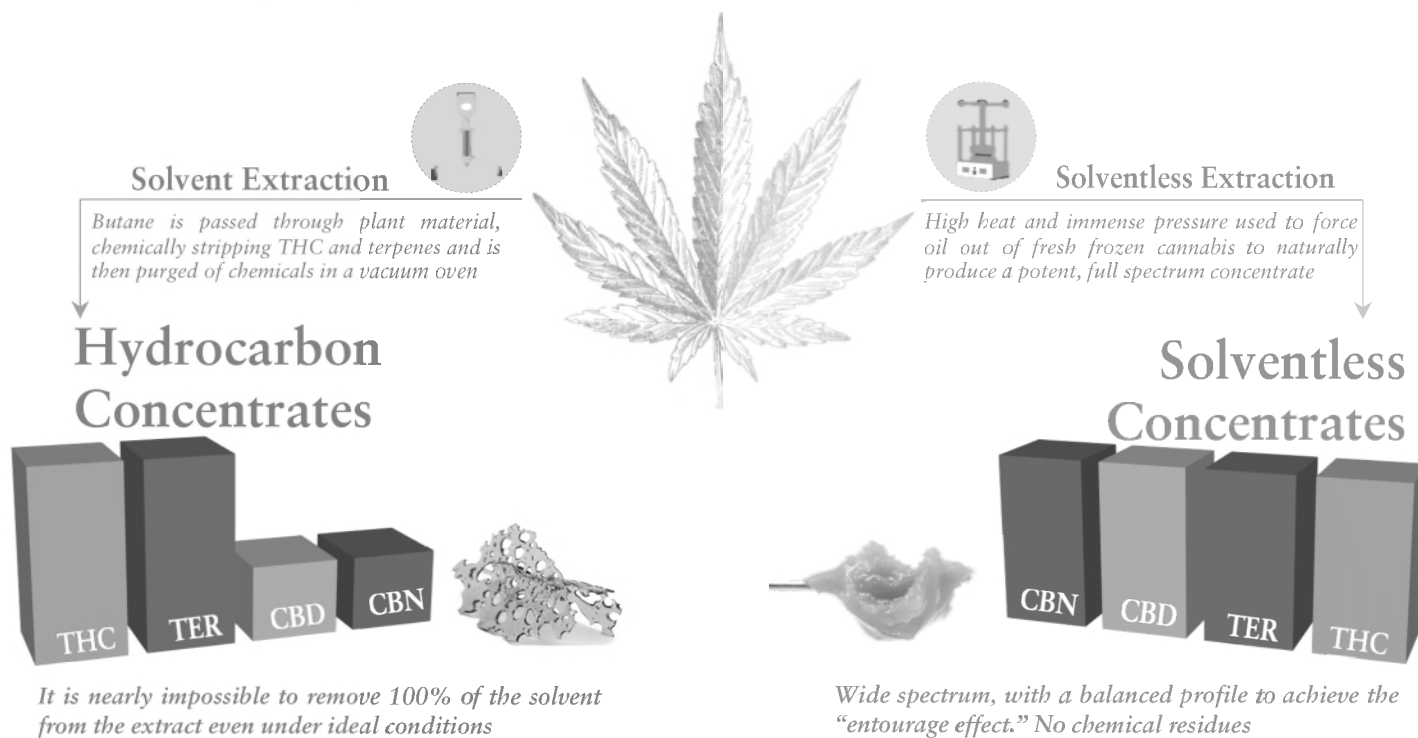
# ...AND ULTRA-PREMIUM, SOLVENTLESS EXTRACTS FROM OUR ONSITE LAB



The engine of our concentrates business will be solventless concentrates, i.e. live rosin, icewater hash, traditional hashish and other forms of cannabis resin at our advanced onsite manufacturing site.

Considered the “caviar of extracts” these 100% chemical-free products boast a broader spectrum of cannabinoids and terpenes, resulting in a truer representation of the starting material. They are free of chemical residues or other contaminants and therefore command a material premium vs. more common products like BHO/Shatter.

## COMPARISON OF CHEMICAL AND NATURAL EXTRACTION METHODS



Edibles are an exciting growth segment – but are often treated as secondary to flower and concentrates.

We believe these powerful products deserve greater attention - and have therefore designed our operation to offer a premium, differentiated experience for the edibles consumer.

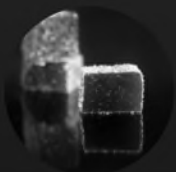
Our product offer will center on **premium, handmade infused products** such as pâte de fruit, truffles or high-end chocolates – all made onsite by our experienced, professionally-trained edibles chef.

100% organic whenever possible and using our own line of potent, full-spectrum extracts, these products will appeal to connoisseurs and the general population alike, and will be complemented by a range of more conventional ancillary tinctures and edibles.

We also aim to develop a branded wholesale label, selling quality mid-range products in wider channels to meet statewide demand for clean, high-potency edibles.

# FULL COMMERCIAL KITCHEN LED BY PROFESSIONAL EDIBLES CHEF FOR HIGH-END INFUSED FOODS...

Envisaged Products Include:



Premium Chews



Chocolates/ Truffles



Unique Tinctures



Baked Goods



# IDEALLY-POSITIONED TO CAPTURE THE BERKSHIRES TOURIST TRADE...

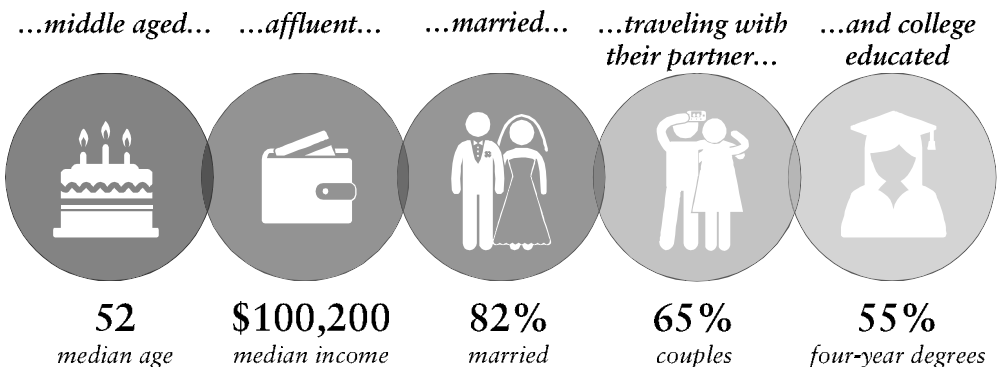
New England's premier cultural vacation area, the Berkshires attract 2.6m tourists each year – largely well-educated, older visitors drawn to the area's rustic ambiance and alternative ethos

Located minutes from the highway and the biggest tourist draws in the Berkshires, visitors to most major local attractions will pass our site multiple times during their time in the area.

We expect to be highly-competitive against other local establishments in winning the custom of this core demographic from:

- ✓ Quaint, highly-visible location on a major local artery linking the Mass Pike to the area's major B&Bs and hotels – as well as key sites like Tanglewood, the Mount and Kripalu;
- ✓ Unique, authentic Berkshires ambiance (vs. the more conventional feel of our competitors)
- ✓ Sizeable, discreet parking lot and indoor queuing, eliminating exterior lines and encouraging impromptu visits

## THE AVERAGE BERKSHIRES TOURIST IS...



# ...THE SMALL BUT IMPORTANT CANNABIS CONNOISSEUR DEMOGRAPHIC...

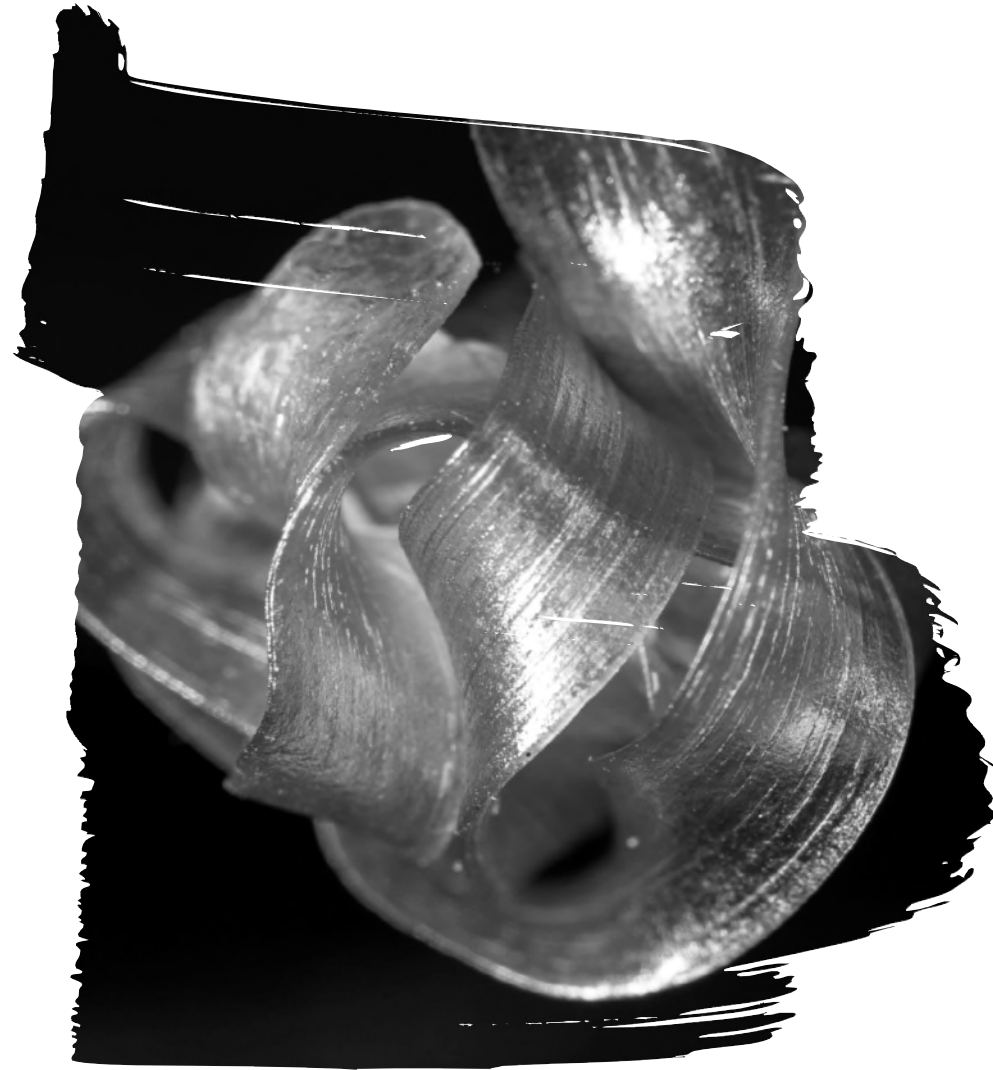
The cannabis space features a growing “connoisseur class” – consumers with deep insight/understanding of the science, evaluation and history of product.

Willing to travel cross-country or internationally to sample rare, prized genetics or niche concentrates, this small but vocal group of aficionados are key tastemakers who play a major role in the trickle-down of knowledge to the average buyer.

**While we are built to serve customers of all levels of sophistication, we aspire to exceed the expectations of these highly-discerning visitors, with their word of mouth establishing our reputation as a must-visit, “destination” dispensary via:**

- ✓ Access to rare, highly-prized strains unavailable elsewhere in the East
- ✓ Curated selection of premium concentrates like full-melt, live rosin, terp juice, and diamonds, with unique runs made by award-winning extraction artists
- ✓ Exclusive events with global cannabis celebrities, e.g renowned hashmakers, making limited edition products on-site
- ✓ Ongoing demonstrations of our solventless extraction lab
- ✓ Strong support from our connections with key cannabis influencers, celebrities and publications

**With our extensive industry relationships we intend to build Forest Wilde into a standard bearer for quality on the East Coast**

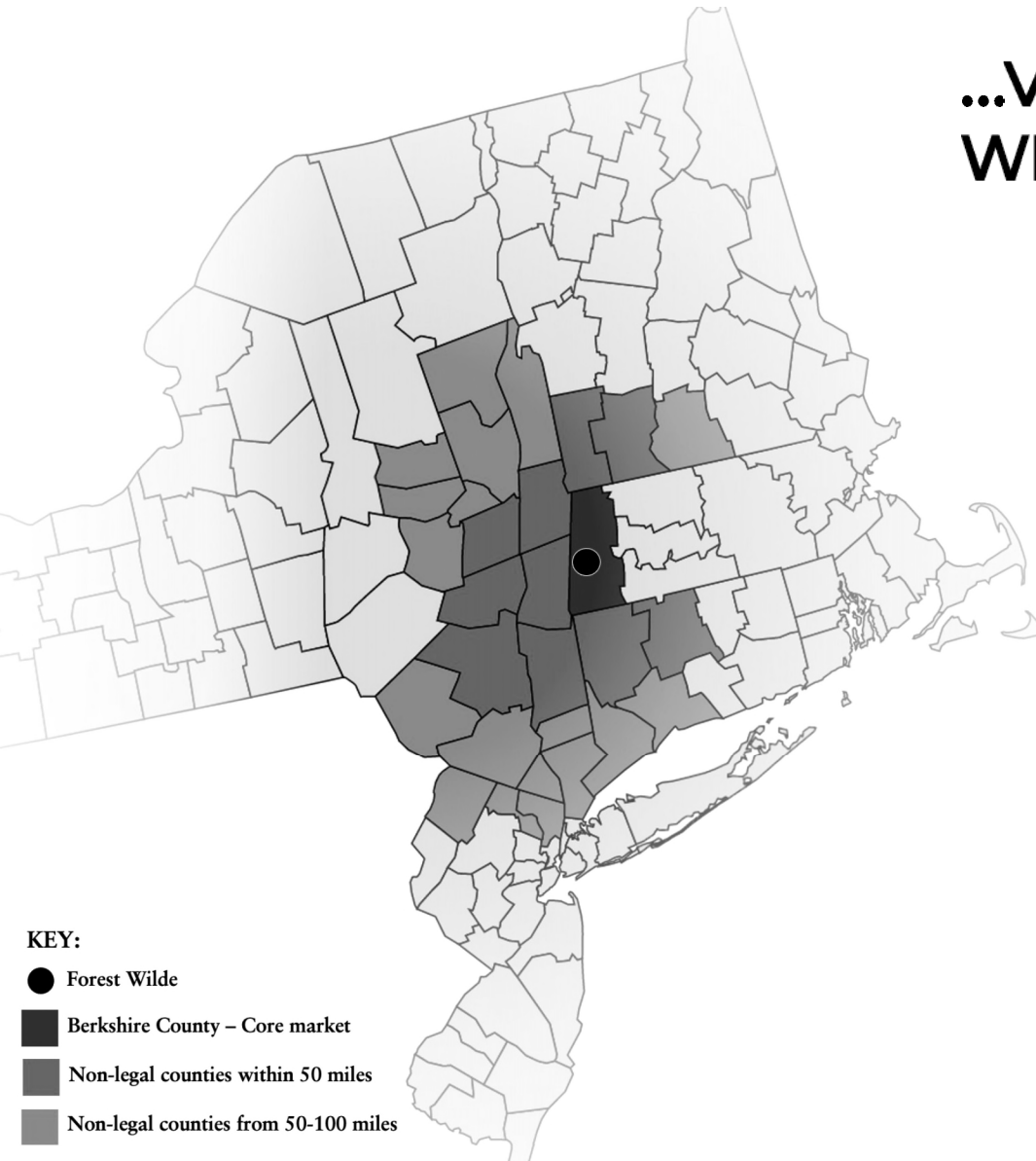




## ...VISITORS FROM NEARBY STATES WITHOUT ADULT-USE SALES...

We also aim to be a destination of choice to the mobile youth market aged 21-40 from adjacent states. With a wide knowledge of the cannabis market and focused on differentiated quality and experience, we expect to win their attention by:

- ✓ Ease of access: fastest all-highway route for most of NY State – and NYC;
- ✓ Wide selection of hard-to-find strains and ultra-premium products – including rare forms of concentrates favored by younger consumers
- ✓ Novel visitor experience in a unique venue with a distinctive, West Coast dispensary atmosphere
- ✓ Robust online engagement on key social media platforms such as Instagram, Reddit, Facebook and YouTube to highlight our quality, service, accessibility and unique experience
- ✓ Extensive parking and comfortable waiting area: no shuttles/outdoor queues



### Massive Target Market from Neighboring Areas

**10+ MILLION**

Adults 21-40 in adjacent  
non-rec states\*

**23+ MILLION**

Total adult population in  
adjacent non-rec states

**29+ MILLION**

Total adult population  
in MA and nearby states

\* Population estimates as of 2020, US Census Bureau

## ...AND THE LOCAL POPULATION

*Our focus on service, wellness and serving the needs of older consumers positions us for continued performance in the face of increased competition, seasonal trends and even broader legalization in neighboring areas*

### THE BERKSHIRES MARKET

Knowledgeable and affluent local market, with low concentration of dispensaries vs. eastern Massachusetts

While well-equipped to serve tourists, out-of-staters and connoisseurs, we also aim to be the go-to dispensary for Berkshire locals, through a combination of:

- ✓ Superb selection, fair pricing and an appealing loyalty program to encourage repeat business
- ✓ Unhurried, consultative budtending ethos supported by a secure profile system to track preferences and uncover new favorites
- ✓ Central location, extensive parking, indoor queuing and quick online ordering to simplify transactions



### LOCAL WELLNESS ENTHUSIASTS

Affluent and upscale local wellness community, largely female, with a focus on luxury self-care

We are well-placed to win over this sizeable local demographic – as well as clients of the renowned Canyon Ranch Spa and Kripalu Yoga Retreat – through:

- ✓ A sophisticated, bohemian ambiance, far removed from the stereotypical dingy, sales-driven pot shop
- ✓ A strong focus on wellness and education, complemented by a wide range of CBD topicals, teas and tinctures
- ✓ An educational ethos, where we can showcase how to integrate cannabis products to optimize one's health regime.

### THE LOCAL ELDER POPULATION

The elder demographic is largely underserved despite representing 35% of the local population\*

With a large elder / retiree population in the area, we will welcome the pioneers of cannabis culture to the 21<sup>st</sup> century scene, catering to their needs better than the competition, with:

- ✓ Bygone strains from the 60s/70s that are more mellow than the potent varieties typically favored by mass markets
- ✓ Salves for aches/arthritis and edibles to aid with ailments such as cancer or sleep disorders
- ✓ Educational focus with a full range of services and patient advice on cannabis-related remedies

\* 55 years old and above; 2016 Data



# LEADERSHIP

Jeanne Albano Carmichael brings a wealth of cannabis operations experience to Forest Wilde.

A veteran of the Colorado cannabis industry, in 2009 she opened Green Miracle Medicinals, a vertically-integrated medical dispensary in Carbondale, CO where she managed licensing procurement, compliance, and daily operations. Concurrently, she became a partner in Ute City Medicinals in Aspen, managing both locations.

In 2011, she was hired as a consultant to facilitate Connecticut's approval of medical marijuana, with her testimony, research and drafting contributing to the successful passage of the bill.

In 2013, Jeanne was hired by a group of investors to spearhead the establishment of Alternative Medical Solutions, a dispensary/grow operation in Blackhawk, CO. She purchased the location, oversaw renovation, and procured both medical and retail licenses and OPC.

Jeanne also served as Managing Partner in Standard Hemp, a hemp oil operation based in Denver, CO, managing procurement of CBD oils ranging from raw paste to isolate, and also established a 150-light commercial grow in downtown Denver.

She now resides in Lee, MA, at the beloved local inn, Chestnut Lodge, while also managing a 60-acre hemp farm in Gunnison Valley, CO.



**Jeanne A. Carmichael**  
**Co-FOUNDER**



**Cassandra Purdy**  
**Co-FOUNDER**

Cassandra Purdy has decades of experience in the cannabis and hospitality industries. She is a co-founder of France's leading cannabis-related publisher, a regular judge at the various Cannabis Cups around the world and a feature writer for High Times Magazine.

Her extensive contacts, built across 20 years of industry trade shows in the international cannabis and hemp markets, power our multiple partnerships and access to unique genetics and technologies.

As a chef, she also brings experience crafting cannabis-infused products in Europe and the US in her capacity running our on-site Edibles and Topicals operations.

Since legalization in the US, she has been instrumental in bringing European best practices to legal US cannabis markets.

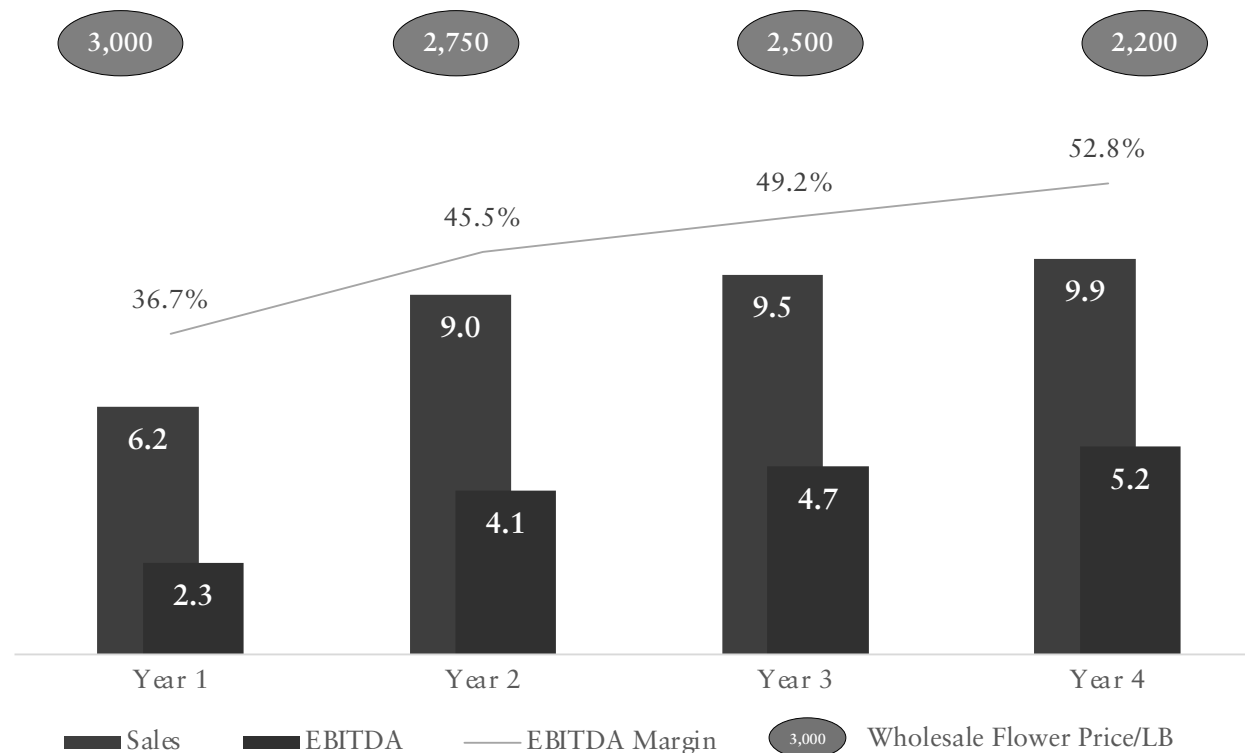
In 2014 she was hired by Theraplant, a Connecticut-based medical grow operation, to design a commercial kitchen, develop a line of topicals and edibles, formalize SOPs and oversee the health department licensing process.

In 2016 she served as Director of Edibles and Topicals for Sunstone, an Oregon-based recreational operation, again designing a kitchen, handling licensing / health regulations, developing recipes / SOPs for a diverse line of products, and developing wholesale opportunities for a white label line.

Through her work with the renowned extraction artist Dan Fung in the luxury vape pens space, she also made deep connections in the West Coast extraction community – notably the solventless method for which Forest Wilde will be a pioneer in Massachusetts.

# PROJECTIONS – CONSERVATIVE BASE CASE

With a conservative run-rate sales baseline at 12 months, market-oriented wholesale flower pricing, and cautious volume growth / unit price assumptions, we project EBITDA of \$4.1m (46% margin) for Year 2, rising to \$5.2m (53% margin) in Year 4



Sales and EBITDA figures in US\$m

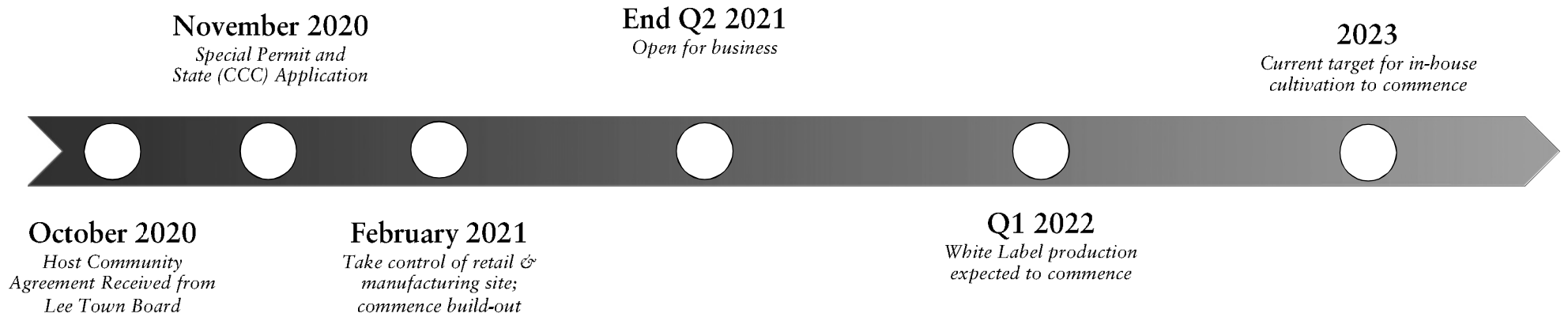
## Notes:

- Highly-achievable sales baseline, ~50% of sales of local, undifferentiated competitor and 1/5<sup>th</sup> that of closest comparable, Theory
- Declining flower pricing from current rate of ~\$3,500/lb as massive capacity additions come online across 2020-2022
- Does not include ~\$1m+ incremental sales potential from private label manufacturing of extracts / edibles or wellness operations

## Key Assumptions:

Run Rate Sales (Month 12)	\$8.5m
Wholesale Flower Price (lb)	\$3.0k
Volume Growth (Years 2-4)	+7.5% / yr
Unit Pricing (Years 2-4)	-1.5% / yr

# DEVELOPMENT TIMELINE





## DIVERSITY PLAN

### Statement of Purpose

Sweetgrass Botanicals, LLC (Sweetgrass Botanicals) believes in creating and sustaining a robust culture of inclusivity and diversity and recognizes that diversity in the workforce is key to the integrity of a company's commitment to its community. In furtherance of this commitment, Sweetgrass Botanicals is dedicated to promoting inclusion in its operations for diverse populations, which the Commission has identified as People of color, particularly Black, African American, Latinx and Indigenous people, Women, Veterans, People with disabilities, and LGBTQ+ people. To support such diverse populations, Sweetgrass Botanicals has created a Diversity Plan, summarized below, and has identified and created goals, programs and measurement techniques to promote diversity and inclusion in Sweetgrass Botanicals' operations.

### Goals

In order to promote diversity and inclusion in its operations, Sweetgrass Botanicals has established the following goals:

1. Hiring Goals:
  - a. Women: 50%
  - b. People of color, particularly Black, African American, Latinx and Indigenous people: 25%
  - c. L.G.B.T.Q.+ people: 10%
  - d. Persons with Disabilities: 5%
  - e. Veterans: 5%
2. Engage at least one (1) disadvantaged business enterprise (i.e. a minority owned business, woman owned business or veteran owned business) in connection with the operation of its facilities.

### Programs

1. Post monthly notices for at least three (3) months during the hiring process in The Berkshire Eagle (Pittsfield, MA). These notices will state that the Company is an equal opportunity employer.
2. Form a diversity and equity committee to monitor the Company's progress towards meeting its hiring goals. The committee will meet quarterly to review and assess the Company's hires and hiring practices. Meeting minutes will be provided to the Commission on request and as part of the annual license renewal application process.
3. The Company shall utilize the Massachusetts Supplier Diversity offices list of Certified Minority, Veteran and Woman Owned Business Enterprises to source the vendors required to operate its facility. The Company will utilize the searchable directory

available at: <https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx> to identify eligible businesses.

### Measurements

The Company will annually review its compliance with this Diversity Plan and submit the following review metrics to the Commission as part of its renewal applications:

1. Identify the number of individuals from identified diverse populations who were hired and retained after the issuance of a license.
2. Identify the number of disadvantaged business enterprises (as defined above) hired to support the operation of its facilities.
3. Identify the number of promotions for people falling into the identified diverse populations since initial licensure and number of promotions offered.
4. Identify the number of jobs created since initial licensure.
5. Provide evidence of the job postings used.

### Acknowledgements

Sweetgrass Botanicals acknowledges and will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by Sweetgrass Botanicals will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Further, Sweetgrass Botanicals will be required to document progress or success of this plan, in its entirety, annually upon renewal of its license.

**Record Keeping Procedures**

Sweetgrass Botanicals LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale SOR electronic tracking system records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor training program and in-house training.

## ***SWEETGRASS BOTANICALS LLC***

- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  - d. Personnel policies and procedures, including at a minimum, the following: (a) code of ethics; (b) whistleblower policy; and (c) a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
  - e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any disciplinary action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the **"Record Retention Policy"**.





**Employee Qualifications and Training**

Sweetgrass Botanicals LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete minimum training requirements prior to performing job functions.

Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.

Company Training Policies shall be as follows:

1. At a minimum, Company employees shall receive a total of eight (8) hours of training annually, which shall include a minimum of four (4) hours of Responsible Vendor Training (“**RVT**”) program courses established pursuant to 935 CMR 500.105(2)(b). Basic, on-the-job training, provided by the Company in the ordinary course of business, may be counted toward the eight (8) hour total training requirement.
2. Administrative employees that do not handle or sell marijuana are exempt from the four (4) hour RVT training requirement, but may take a RVT program as part of fulfilling the eight (8) hour training requirement.
3. Training shall be tailored to the roles and responsibilities of the job function of each employee.
4. RVT training may be conducted by the Company or by a third-party vendor
5. All agents that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor training program, which shall include the Basic Core Curriculum (as that term is defined in 935 CMR 500.000 *et. seq.*).
6. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete the Basic Core Curriculum training program within ninety (90) days of hire.
7. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
8. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
9. The Company shall maintain records of compliance with all training requirements for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

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The Company shall ensure that the Basic Core Curriculum program offered to its employees includes the following:

- (a) Marijuana's effect on the human body, including:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and
  - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
  - a. How to check identification;
  - b. Spotting and confiscating fraudulent identification;
  - c. Patient registration cards currently and validly issued by the Commission;
  - d. Common mistakes made in verification; and
  - e. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - a. Conduct of marijuana establishment agents;
  - b. Permitting inspections by state and local licensing and enforcement authorities;
  - c. Local and state licensing and enforcement;
  - d. Incident and notification requirements;
  - e. Administrative, civil, and criminal liability;
  - f. Health and safety standards, including waste disposal

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- g. Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
- h. Permitted hours of sale;
- i. Licensee responsibilities for activities occurring within licensed premises;
- j. Maintenance of records, including confidentiality and privacy; and
- k. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

- (a) be 21 years of age or older;
- (b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

**Personnel Policies Including Background Checks**

Sweetgrass Botanicals LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
  - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
  - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.

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- (8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.
- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
  - a. be 21 years of age or older;
  - b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
  - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
  - a. the full name, date of birth, and address of the individual;
  - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
  - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
  - d. an attestation that the individual will not engage in the diversion of marijuana products;
  - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
  - f. background information, including, as applicable:
    - 1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
    - 2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined

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in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“CORI”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
  - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as

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soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

### **Personnel Record Keeping**

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the



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date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  4. Personnel policies and procedures; and
  5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

### **Staffing Plan**

#### **Executive Level:**

- CEO;
- CFO; and
- COO.

#### **Consultant Level**

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

#### **Management Level:**

- Sales Manager;
- Production Manager; and
- Security Manager.

#### **Staff Level**

- Up to fifteen (15) Staff Level Sales Representatives;
- Up to ten (10) Staff Level Production Associates

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This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

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### **Restricting Access to Age 21 and Older**

Sweetgrass Botanicals LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued-identification card;
3. A military identification card; or
4. A passport.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

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### **Quality Control and Testing for Contaminants**

#### **Testing of Marijuana**

Sweetgrass Botanicals LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.130(4) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation (as applicable) for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*. Testing of the Company’s environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

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The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

The seeds are not subject to these testing requirements. Clones are subject to these testing requirements, but are exempt from testing for metals.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

If the Company receives notice that the marijuana or marijuana products it has submitted for testing has failed any test for contaminants, it shall either: (1) re-analyze without remediation; (2) take steps remediate the identified contaminants; or (3) dispose of the marijuana or marijuana product and in any event, all actions shall comply with 935 CMR 500.160(13).

### **Handling of Marijuana**

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies:

- (a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
  - 1. Well cured and generally free of seeds and stems;
  - 2. Free of dirt, sand, debris, and other foreign matter;
  - 3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
  - 4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
  - 5. Packaged in a secure area.

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(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
  - i. Maintaining adequate personal cleanliness; and
  - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.

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- Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
  11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
  12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
  13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
  14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
  15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
  16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

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### **Energy Compliance Plan**

Sweetgrass Botanicals LLC (the “**Company**”) shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

The Company shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. The Company shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure. If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

Additionally, the Company shall, at a minimum, be subject to the following energy efficiency and equipment standards:

- (a) The building envelope for the Facility shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that because this facility will be built using an existing building, the Company may demonstrate compliance by showing that the envelope insulation complies with code minimum



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standards for Type Factory Industrial F-1, as may be further defined by guidance issued by the Commission.

- (b) If the Company is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then it shall ensure that its Horticulture Lighting Power Density does not exceed [50 (Tier 1 and 2) 35 (Tier 3-11)] watts per square foot.
- (c) The Company shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization as well as certification from a licensed Massachusetts Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 501.120(12)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility (as applicable).
- (d) If the Company is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
- (e) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment.
- (f) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11) and 935 CMR 500.105(15) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.

This policy may also be referred to by the Company as the “**Energy Compliance Policy**”.

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### **Maintaining of Financial Records**

Sweetgrass Botanicals LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it shall immediately disclose the information to the Commission;
  - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

## ***SWEETGRASS BOTANICALS LLC***

- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: *Record Retention and DOR Directive 16-1* regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.