



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283193
Original Issued Date: 09/24/2020
Issued Date: 09/24/2020
Expiration Date: 09/24/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Healing Center LLC

Phone Number: 617-962-7444
Email Address: paulferazzi@aol.com

Business Address 1: 346 River Street
Business City: Fitchburg
Business State: MA
Business Zip Code: 01450
Business Address 2:
Mailing Address 1: 113 Falmouth Heights Road
Mailing City: Falmouth
Mailing State: MA
Mailing Zip Code: 02540
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

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: 50
Role: Executive / Officer
Percentage Of Control: 50
Other Role:

First Name: Paul	Last Name: Ferazzi	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: white		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50	Percentage Of Control: 50
Role: Executive / Officer	Other Role:
First Name: Danielle	Last Name: DeBenedicits Suffix:
Gender: Female	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
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: The Healing Center LLC	Entity DBA: The Healing Center	DBA City: Fitchburg	
Entity Description: LLC			
Foreign Subsidiary Narrative:			
Entity Phone: 617-962-7444	Entity Email: PaulFerazzi@aol.com	Entity Website:	
Entity Address 1: 346 River St	Entity Address 2:		
Entity City: Fitchburg	Entity State: MA	Entity Zip Code: 01420	
Entity Mailing Address 1: 228 Lewis Wharf	Entity Mailing Address 2:		
Entity Mailing City: Boston	Entity Mailing State: MA	Entity Mailing Zip Code: 02110	
Relationship Description: ME is run entirely by The Healing Center LLC, an entity created with Paul Ferazzi, and Danielle DeBenedicits as equal members			

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Danielle	Last Name: DeBenedicits	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$564833.26	Percentage of Initial Capital: 61.46
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Paul	Last Name: Ferazzi	Suffix:	
Types of Capital: Monetary/Equity, Other (Specify)	Other Type of Capital: Construction and Buildout	Total Value of the Capital Provided: \$354206.66	Percentage of Initial Capital: 38.54
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

Date generated: 04/28/2021

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 346 River St

Establishment Address 2:

Establishment City: Fitchburg

Establishment Zip Code: 01420

Approximate square footage of the establishment: 2800

How many abutters does this property have?: 12

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	117.2.200122_THC_Fitchburg_CCC Application_Community Outreach Meeting Attestation Form.pdf	pdf	5e299c41813339048c3f8d3a	01/23/2020
Certification of Host Community Agreement	117.MG. Signed Single-page certification of host community agreement.pdf	pdf	5e2f6b3a64339304b08fc437	01/27/2020
Plan to Remain Compliant with Local Zoning	Proof.pdf	pdf	5e2fd48569dc9d0456db5d6a	01/28/2020
Community Outreach Meeting Documentation	192.3.mg 191002 ATTACHMENT B_Email to Town Clerk RE_Meeting Scheduling with read, confirrm.pdf	pdf	5e9f09a0bddf0438d21df5f5	04/21/2020
Community Outreach Meeting Documentation	190.3.mg_ ATTACHMENT A Copy_Of_NewspaperAd for CCC Application.pdf	pdf	5e9f09f7961ad539052c0d28	04/21/2020
Community Outreach Meeting Documentation	204.2.mg ATTACHMENT C Documentation showing the applicant sent a copy of the notice to all abutters within 300 feet of the property line of the proposed establishment.pdf	pdf	5e9f0a842eba6d38ef1683b3	04/21/2020

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	RFI4-117-200121 Plan to Positively impact the areas of disproportionate Impact (Updated 7-31-2020) .pdf	pdf	5f2450500754a56476283770	07/31/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Danielle

Last Name: deBenedictis Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Paul

Last Name: Ferazzi Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: The Healing Center LLC

Entity DBA: The Healing Center

Entity Description: LLC

Phone: 617-962-7444

Email: paulferazzi@aol.com

Primary Business Address 1: 228 Lewis Warf

Primary Business Address 2:

Primary Business City: Boston

Primary Business State: MA

Principal Business Zip Code: 02110

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	154a.pdf	pdf	5e25c9b1c9bb4407292ace0a	01/20/2020
Department of Revenue - Certificate of Good standing	155a.pdf	pdf	5e25ca37c9bb4407292ace0e	01/20/2020
Bylaws	157 Bylaws LLC Op Agreement was 156.pdf	pdf	5e25ce37a6a6c4073730fe15	01/20/2020
Articles of Organization	156 Combined.pdf	pdf	5e25d2c45e28f906d6c69ef1	01/20/2020
Department of Revenue - Certificate of Good standing	215.2.mg.pf 200420 THC Attestation Unemployment .docx (1).pdf	pdf	5e9f0fd6b3c49635509edacd	04/21/2020

No documents uploaded

Massachusetts Business Identification Number: 001336517

Doing-Business-As Name: The Healing Center

DBA Registration City: Fitchburg

BUSINESS PLAN

Date generated: 04/28/2021

Page: 4 of 6

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	159a The Healing Center Timeline.pdf	pdf	5e25d72fbcf9aa06f389841e	01/20/2020
Plan for Liability Insurance	160 -Plan for Obtaining Insurance.pdf	pdf	5e25d7421ae58e06e1a55875	01/20/2020
Business Plan	200124 Business Plan The Healing Center.pdf	pdf	5e2b5e5f5a2369047f22238d	01/24/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	104-Plan for obtaining marijuana or marijuana products.pdf	pdf	5e25da04b846d306c4443c9c	01/20/2020
Separating recreational from medical operations, if applicable	105 Separating recreational from medical operations, if applicable.pdf	pdf	5e25da2f4c3b1606ec2b90c6	01/20/2020
Prevention of diversion	108 Prevention of diversion.pdf	pdf	5e25dd88b846d306c4443cb2	01/20/2020
Storage of marijuana	109.1 Storage of marijuana.pdf	pdf	5e25dd9cbcf9aa06f389844c	01/20/2020
Quality control and testing	112.1.JN Quality control and testing.pdf	pdf	5e25e1c5cc187d076e3cae52	01/20/2020
Inventory procedures	111.2.JN Inventory procedures.pdf	pdf	5e25e2ee4121de06bd3ddb1f	01/20/2020
Transportation of marijuana	110.3.JN Transportation of marijuana.pdf	pdf	5e25e41f4121de06bd3ddb23	01/20/2020
Record Keeping procedures	115.2.JN Record Keeping procedures.pdf	pdf	5e25ec7cbcf9aa06f3898481	01/20/2020
Dispensing procedures	113.2.MG Amended Operating Policies and Procedures, Dispensing Procedures.pdf	pdf	5e9f1da5b014bf38e46d0e3f	04/21/2020
Qualifications and training	118.2.mg.sa Updated Qualifications and Training.docx.pdf	pdf	5e9f1fa69a385038d9d8d7a4	04/21/2020
Diversity plan	117.5.mg. 200729 - Updated CCC THC Diversity Plan (4).pdf	pdf	5f21ae188767bb7013cb2351	07/29/2020
Security plan	200731-Updated Security Plan - RFI4.pdf	pdf	5f2451b3a23bf5686067907c	07/31/2020
Restricting Access to age 21 and older	106.4.mg Restricting Access - no Highlights as requested in RFI4.pdf	pdf	5f2452143935fc643b55ff66	07/31/2020
Personnel policies including background checks	RFI4-NoHighlights 114.6.mg 191216 CCC Personnel policies including background checks (1).pdf	pdf	5f2453ad3935fc643b55ff75	07/31/2020
Maintaining of financial records	RFI4-116.3.MG MAINTAINING OF FINANCIAL RECORDS.pdf	pdf	5f2453f83935fc643b55ff79	07/31/2020
Security plan	200803 - Stamped, Updated The Healing Center plans.pdf	pdf	5f29895564c153689b9491b4	08/04/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

Date generated: 04/28/2021

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 Understand

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Paul E. Ferazzi, *(insert name)* attest as an authorized representative of The Healing Center LLC *(insert name of applicant)* that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 10/10/19 *(insert date)*.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 10/03/19 *(insert date)*, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A *(please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document)*.
3. A copy of the meeting notice was also filed on 10/2/2019 *(insert date)* with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B *(please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document)*.
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 10/2/2019 *(insert date)*, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C *(please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee)*.

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Documents Attached:

All supporting documents are available to the Commission on request.



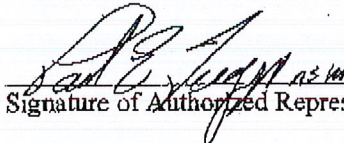
Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

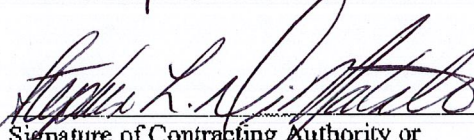
I, Paul Ferazzi, (insert name) certify as an authorized representative of The Healing Center LLC (insert name of applicant) that the applicant has executed a host community agreement with City of Fitchburg (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 10/08/2019 (insert date).

January 27 2020


Signature of Authorized Representative of Applicant

Host Community

I, Stephen L. Dineale (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for The City of Fitchburg (insert name of host community) to certify that the applicant and The City of Fitchburg (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 27 2020 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

III CPC MEETS THE CRITERIA FOR THE ISSUANCE OF A SPECIAL PERMIT

1. LOCATION

SECTION 181.656 provides that a Marijuana retail establishment may be permitted in certain areas of Fitchburg pursuant to a Special Permit and Site Plan review granted by the Planning Board. The Healing Center LLC will be located within such designated area. Pursuant to 101.656 an ME must be located in the Commercial & Automotive, Medical services, Neighborhood Business, Central Business Industrial or Light industrial zoning districts excluding the Central Business District which encompasses Main Street. The Healing Center LLC is located within the Commercial & Automotive (C&A) zone.

2. PERMITTING

The Healing Center LLC has demonstrated that it has or will meet all of the permitting requirements of all applicable agencies within the Commonwealth and is or will be in compliance with all applicable state laws and regulations, including but not limited to M.G.L. 94G, s. 12 General Marijuana Establishment Operation.

The Healing Center LLC has applied for its Provisional Certificate of Registration as a Registered Marijuana Dispensary [Adult Use, non-medical) (ME) from the Cannabis Control Commission, and/or any other agency mandated to regulate the proposed facility

4. LIMITATIONS ON PERMITTED ME's

The granting of a special permit to The Healing Center LLC will not exceed the limitations on permitted MR's contained in Section 181.6544 Representatives of the City of Fitchburg have confirmed that The Healing Center LLC should be eligible.

5. LOCATION

The Healing Center LLC 's location is located at least 300 feet from any existing public or private school providing kindergarten through 12 grade, a vocational school, a public or private college, university or dormitory, a licensed child care facility, a library, a playground, a public park, a youth center, a public swimming pool, a video arcade facility, any facility in which minors commonly congregate. The distance under this section is measured in a straight line from the nearest point of the property line of the protected uses to the nearest point of the proposed ME structure.³ Attached are maps which show that The Healing Center LLC meets this criteria.

A. Hours of Operation shall be set forth within the special permit and shall generally be consistent with those for package stores licensed under G. L. c. 138

THE HEALING CENTER LLC HAS SATISFIED THE CONDITIONS AND CRITERIA OF FITCHBURG ZONING ORDINANCE AS IT RELATED TO MARIJUANA RETAIL ESTABLISHMENTS AND WILL BE WILLING TO CONSIDER ANY OTHER REASONABLE CONDITIONS RECOMENDED BY THE PLANNING BOARD .

Attachment B

Notice to Municipality RE: Community Outreach meeting

MANNIE GREENSPAN

mannie@greenspanre.com
Sep 19 2019, 11:23 AM

EMAIL mannie@greenspanre.com

To: AJ Tourigny <atourigny@fitchburgma.gov>, Joan <jdavid@fitchburgma.gov>

CC: Mike O'Hara <mohara@fitchburgma.gov>

BCC: Amanda Ferazzi <a.ferazzi@ferazzilaw.com>, Paul Ferazzi <paulferazzi@aol.com>

Re: Link to other people or properties ...

Community Outreach Meeting Notice

Hi AJ and Joan,

I am sending you a copy of the proposed community meeting notice. Please review, and advise of our next steps. Do we contact the sentinel for posting? or is this a task of the mayor's office after review of the notice.

[Document Link Attached Here](#)

TEXT TO FOLLOW

Community Outreach Meeting Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 10/02/2019 (October 2 nd , 2019) at 12:00PM within the Fitchburg Town Library. The proposed Retail Business establishment is anticipated to be located at 346 River Street, Fitchburg, MA. 01420. There will be an update about the company and an opportunity for the public to ask questions.

Thank you

Mannie Greenspan
203-706-2246

+-----+

Mannie Greenspan
Greenspan Realty
9 Trefoil Drive Trumbull, CT 06611
203-354-3221


Celebrating 25 Years and over 2500 transactions since 1991.
Licensed in MA, and CT... Coming Soon, NY

Open Tracking

- Sep 27** Mail opened
on an iPad • near Falmouth, MA US
- Sep 24** Mail opened
on Windows • near Fitchburg, MA US
- Sep 24** Mail opened
on an iPhone • near Fitchburg, MA US
- Sep 23** Mail opened
in Gmail
- Sep 21** Mail opened
on an iPad • near Falmouth, MA US
- Sep 20** Mail opened 3 times
in Gmail
- Sep 20** Mail opened
on an iPhone • from Sprint near Massachusetts US
- Sep 20** Mail opened
on Windows • near Fitchburg, MA US
- Sep 20** Link clicked
https://drive.google.com/file/d/1HoSjrpFa3py1vK5AS0qYoEoS3F0t_j8I/view
on Windows • near Fitchburg, MA US
- Sep 20** Link clicked
https://drive.google.com/file/d/1HoSjrpFa3py1vK5AS0qYoEoS3F0t_j8I/view
on Windows 7 • near Fitchburg, MA US
- Sep 20** Mail opened
on an iPad • near Falmouth, MA US
- Sep 19** Mail opened
in Gmail
- Sep 19** Link clicked
https://drive.google.com/file/d/1HoSjrpFa3py1vK5AS0qYoEoS3F0t_j8I/view
on Windows 7 • near Fitchburg, MA US

2 attachments

 **191001_ Public Notice Proof Sentinel 1600179 (2).pdf**
35K

 **191002_Notification to Abutters.pdf**
93K

Attachment A

Documentation showing the applicant published the Community Outreach Notice in a newspaper of general circulation and provided at least 14 calendar day notice. Applicants that sent notice in a newspaper of general circulation prior to November 1, 2019 are required to give a seven (7) day notice.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, October 10th, 2019 at 3:00 PM at Fitchburg Public Library 610 Main St, Fitchburg, MA 01420. The proposed Adult-Use Marijuana Retail Establishment is anticipated to be located at 346 River St, Fitchburg, MA 01420. There will be an opportunity for the public to ask questions.

October 3, 2019

Published in Local Newspaper Sentinel 10/3/2019
Receipt Attached Below

Order Confirmation

Ad Order Number

0001600179

Customer**Customer Account**

169235

Payor Customer**Payor Account**

169235

PO Number

proposed Marijuana Establishm

Sales Rep.

chwilliams

Ordered By

Mannie Greenspan

Order Taker

chwilliams

Customer Address9 Trefoil Drive
TRUMBULL CT 06611 USA**Payor Address**9 Trefoil Drive
TRUMBULL CT 06611 USA**Customer Fax****Order Source****Customer Phone**

2033543221

Payor Phone

2033543221

Customer EMail**Special Pricing****Tear Sheets**

0

Proofs

0

Affidavits

0

Blind Box**Promo Type****Materials****Invoice Text****Ad Order Notes****Net Amount**

\$54.91

Tax Amount

\$0.00

Total Amount

\$54.91

Payment Method

Credit Card

Payment Amount

\$0.00

Amount Due

\$54.91

Ad Number

0001600179-01

Ad Type

CLS Liner

Production Method

AdBooker

Production Notes**External Ad Number****Ad Attributes****Ad Released**

No

Pick Up**Ad Size**

1 X 19 li

Color

<u>Run Date</u>	<u>Product</u>	<u>Placement</u>	<u>Rate</u>	<u>Sched Cst</u>	<u>Disc/Prem</u>	<u>Color</u>	<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>
10/03/2019	Sentinel and Enterpr	Legal	\$23.31 per Inch	\$49.21	\$0.00	\$0.00	\$0.00	\$0.00	\$49.21
10/03/2019	SE SunMedia	Legal	\$2.70 per Inch	\$5.70	\$0.00	\$0.00	\$0.00	\$0.00	\$5.70

Attachment C

NOTIFICATION TO ABUTTERS

In accordance with Massachusetts Application Requirements: 935 CMR 500.101 the 9th paragraph of the Cannabis Control Commission bylaws and the City of Fitchburg, MA Bylaws and regulations, you are hereby notified of a public hearing on the matter described below.

A. An application to open an adult use marijuana retail facility has been filed with the city of Fitchburg, Massachusetts

B. The name of the applicant is . **The Healing Center LLC**

C. The address of the property where the activity is proposed . **346 River Street, Fitchburg, MA 01420 [Formally the site of the Cumberland Farms]**

D. The work proposed is: **To operate an adult-use marijuana facility, in accordance with regulations within the commonwealth of Massachusetts, and the city of Fitchburg, MA.**

E. Copies of the Application, and supporting documents may be examined by request, at the City Planning Department

For more information, call: **Mannie Greenspan, Greenspan Realty Advisors 203-706-2246, or Email Mannie@GreenspanRE.com** . Check one: This is the applicant [], applicant's representative [X]

F. Copies of supporting documents may be obtained from the applicant [X], or the applicant's representative [X], by calling 203-706-2246 from **8:00AM -4:00PM on Monday-Friday's** (days) .

G. The public hearing will be held in Fitchburg Town Library 610 Main St, Fitchburg, MA 01420 on Thursday, October 10th at (time) 3:00 p.m.

Notice of the public hearing, including date, time, and place will be published at least five business days in advance in **The Sentinel, and Enterprise,**

For more information about this application or the Local regulations, contact the **City of Fitchburg,** Monday - Friday 8:30 a.m. - 4:30 p.m. 978-829-1801)

For information about the Massachusetts Cannabis Control Commission Laws , Please contact the Commission. <https://mass-cannabis-control.com/>

If you have any questions, or need further information, please do not hesitate to contact me at **203-706-2246,** or email me at **Mannie@Greenspanre.com**

Thank you

Mannie Greenspan
Greenspan Real Estate Advisors

Revised 10.2.2019

NOTIFICATION TO ABUTTERS

COPY OF NOTICE POSTED BELOW

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, October 10th, 2019 at 3:00 PM at Fitchburg Public Library 610 Main St, Fitchburg, MA 01420. The proposed Adult-Use Marijuana Retail Establishment is anticipated to be located at 346 River St. Fitchburg, MA 01420. There will be an opportunity for the public to ask questions.

October 3, 2019

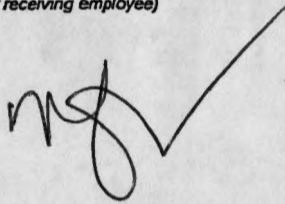

Copy of Sentinel Advertisement
Posted 10-3-2019

Notice is hereby given that
a Community Outreach
Meeting for a **proposed
Marijuana Establishment**
is scheduled for Thursday,
October 10th, 2019 at
3:00 PM at Fitchburg
Public Library 610 Main St,
Fitchburg, MA 01420 . The
proposed Adult-Use
Marijuana Retail
Establishment is
anticipated to be located at
346 River St, Fitchburg,
MA 01420. There will be
an opportunity for the
public to ask questions.

October 3, 2019


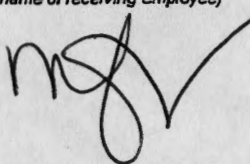


Certificate of Mailing — Firm

Name and Address of Sender		TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.			
		Postmaster, per (name of receiving employee) 					
USPS® Tracking Number	Firm-specific Identifier			Postage	Fee	Special Handling	Parcel Airlift
1.		DUFOUR, BRUCE L. + KATHLE B+ K DUFOUR REALTY TRUST 34 LIRYC LANE FITCHBURG, MA 01420 ✓					
2.	1700	VERMONT AND MASSACHUSETTS C/O GUILFORD TRANS- RE DE IRON HORSE PARK NO. BILLERICA, MA 01862-1676 ✓					
3.		FITCHBURG GAS + ELECTRIC C/O ACCOUNTS PAYABLE DEPT 6 LIBERTY LANE WEST HAMPTON, NH 03842 ✓					
4.	1700	VERMONT + MASSACHUSETTS R C/O GUILFORD TRANS- RE DE IRON HORSE PARK NO. BILLERICA, MA 01862-1676 ✓					
5.		SFBC, LLC C/O WACHUSETT BREWING COM 175 STATE ROAD EAST WESTMINSTER, MA 01473 ✓					
6.		TAYLOR, DOROTHY C/O DOROTHY ROULEAU 320 RIVER STREET FITCHBURG, MA 01420 ✓					



Certificate of Mailing — Firm

Name and Address of Sender The Hearing Center c/o Greenspan Realty Advisors 9 Trefoil Dr Trumbull, CT 06611		TOTAL NO. of Pieces Listed by Sender 11	TOTAL NO. of Pieces Received at Post Office™ 11	Affix Stamp Here Postmark with Date of Receipt.  U.S. POSTAGE PAID TRUMBULL, CT 06611 OCT 02 19 AMOUNT \$4.51 R2304M111359-15	
USPS® Tracking Number Firm-specific Identifier 0000		Postmaster, per (name of receiving employee) 			
1.		ANWELT HERITAGE APARTMENT ONE OAK HILL ROAD FITCHBURG, MA 01420 ✓			
2.		ALMOUSA, BASEMAH TRUSTEE C/O SAM GANDOR 3 EDGEWOOD ROAD CHENOWETH MA 01545 ✓			
3.		VUONG, TAM TRS. VUONG REALTY TRUST 363 RIVER STREET FITCHBURG, MA 01420 ✓			
4.		DCR PROPERTIES OF MASSACHUSETTS, LLC 1127 SOUTH MAIN STREET PALMER, MA 01069 ✓			
5.		CUMBERLAND FARMS, INC. 165 FLANDERS ROAD WESTBOROUGH, MA 01581 ✓			
6.		DUFOUR, BRUCE L. + KATHLE B + K DUFOUR REALTY TRUST 34 LIRYC LANE FITCHBURG, MA 01420 ✓			

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TRUMBULL
50 QUALITY ST
TRUMBULL, CT 06611-9998
080590-0611
(800)275-8777
10/02/2019 01:17 PM

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Product	Qty	Unit Price	Price
CTOM - Firm - Domestic	11	\$0.41	\$4.51
Total:			\$4.51

Credit Card Remitd \$4.51
(Card Name:MasterCard)
(Account #:XXXXXXXXXXXX7044)
(Approval #:00241Z)
(Transaction #:910)
(AID:A0000000041010 Chip)
(AL:Mastercard)
(PIN:Not Required)

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or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-50600377-3-4884842-2
Clerk: 15

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TRUMBULL
50 QUALITY ST
TRUMBULL, CT 06611-9998
080590-0611
(800)275-8777
10/02/2019 01:11 PM

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Product	Qty	Unit Price	Price
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.30 oz.)			
(Destination:FITCHBURG, MA 01420)			
(Acceptance Date:10/02/2019 13:08:04)			
(USPS Tracking #)			
(9407111899561921763289)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.30 oz.)			
(Destination:SHREWSBURY, MA 01545)			
(Acceptance Date:10/02/2019 13:08:29)			
(USPS Tracking #)			
(9407111899561921751026)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.70 oz.)			
(Destination:FITCHBURG, MA 01420)			
(Acceptance Date:10/02/2019 13:08:41)			
(USPS Tracking #)			
(9407111899561921769823)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.70 oz.)			
(Destination:WESTBOROUGH, MA 01581)			
(Acceptance Date:10/02/2019 13:09:00)			
(USPS Tracking #)			
(9407111899561921769687)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.70 oz.)			
(Destination:PALMER, MA 01069)			
(Acceptance Date:10/02/2019 13:09:20)			
(USPS Tracking #)			
(9407111899561921769090)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.70 oz.)			
(Destination:HAMPTON, NH 03842)			
(Acceptance Date:10/02/2019 13:09:36)			
(USPS Tracking #)			
(9407111899561921763623)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 0.70 oz.)			
(Destination:WESTMINSTER, MA 01473)			
(Acceptance Date:10/02/2019 13:10:01)			
(USPS Tracking #)			
(9407111899561921763074)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 1.10 oz.)			
(Destination:FITCHBURG, MA 01420)			
(Acceptance Date:10/02/2019 13:10:20)			
(USPS Tracking #)			
(9407111899561921764897)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 1.10 oz.)			
(Destination:NORTH BILLERICA, MA 01862)			
(Acceptance Date:10/02/2019 13:10:51)			
(USPS Tracking #)			
(9407111899561921764903)			
Prepaid Mail			\$0.00
(Weight:0 lbs. 1.10 oz.)			
(Destination:NORTH BILLERICA, MA 01862)			
(Acceptance Date:10/02/2019 13:11:14)			
(USPS Tracking #)			
(9407111899561921764019)			
Prepaid Mail			\$0.00
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(Destination:FITCHBURG, MA 01420)			
(Acceptance Date:10/02/2019 13:11:31)			
(USPS Tracking #)			
(9407111899561921765818)			
Total:			\$0.00

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Clerk: 15

Plan to Positively Impact Areas of Disproportionate Impact

Updated 7/31/2020

Overview

The Healing Center is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

29 Communities of Disproportionate Impact			
Abington	Amherst	Boston	Braintree
Brockton	Chelsea	Fall River	Fitchburg
Greenfield	Haverhill	Holyoke	Lowell
Lynn	Mansfield	Monson	New Bedford
North Adams	Pittsfield	Quincy	Randolph
Revere	Southbridge	Spencer	Springfield
Taunton	Walpole	Wareham	West Springfield
Worcester			

The Marijuana Establishment is located in Fitchburg, Massachusetts, which is one of the areas of disproportionate impact. We at The Healing Center Feel success can not be measured only by sales. It is essential that our facility gives back to the community. We appreciate the Commission's guidance and are looking forward to implementing the plan. Any suggestions to improve the plan stated below are welcome.

The Commission has identified 5 groups which have been target as areas of disproportionate impact.

Plan to Positively Impact Areas of Disproportionate Impact

Updated 7/31/2020

Identified Group	Group Short Name ¹
1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. The designation of these areas will be re-evaluated periodically;	Past or Present Residents
2. Commission-designated Economic Empowerment Priority applicants ;	EEP Applicants
3. Commission-designated Social Equity Program participants;	SEP Applicants
4. Massachusetts residents who have past drug convictions ; and	Past Conv. Res
5. Massachusetts residents with parents or spouses who have drug convictions.	Past Conv. P&S

To support such populations, The Healing Center has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact many of the populations listed above.

Goals

In order for The Healing Center to positively impact Fitchburg and other areas of disproportionate impact, The Healing Center has established the following goals. The table below lists our primary goals, and groups primarily affected by implementation of programs below.

¹ To be used in tables below

Plan to Positively Impact Areas of Disproportionate Impact

Updated 7/31/2020

GOAL	GROUP(S) AFFECTED (IDENTIFIED ABOVE)
City Beautification: To improve the physical environment of the City of Fitchburg. To Assist DPW and local volunteers to maintain a traffic circle and sidewalk for city residents. The Healing Center shall maintain a minimum of 2 areas.	Past and/or Present Residents
Mentorship, Education, Job Training Program²: To provide an opportunity for targeted groups to get the help they need in order to get the Job / Career they desire ³ . We plan to provide this mentoring program to at least 3 people per year ⁴ .	Past or Present Residents, EEP Applicants, SEP Applicants, Past Conv. Res, Past Conv. P&S
Ownership / Partnership Opportunities: To provide opportunity to at least 1 person in the 3 year plan to take part in an ownership opportunity as an EEP Applicant. ⁵	EEP Applicants, SEP Applicants
Local Giving: We have established a relationship with a local Veterans organization in Fitchburg ⁶ . We feel that a capital donation of \$8,000 to this organization will not only make a significant impact to the residents of Fitchburg, it will also help them to provide much needed services to other targeted groups. (See Diversity Plan)	Past or Present Residents, EEP Applicants, SEP Applicants, Past Conv. Res, Past Conv. P&S
Community Services: To provide an outlet for the community to be heard, and discuss challenges, and help them to determine appropriate responses. Beginning after buildout is complete, and continuing every quarter. The Healing Center will host community meetings 4 times per year. These meetings will be promoted from our internal mailing list as well as in local newspapers. Meetings with the local residents to determine specific needs and provide assistance where necessary.	Past or Present Residents, EEP Applicants, SEP Applicants, Past Conv. Res, Past Conv. P&S
Social Equity Program: To continue and promote the	EEP ELIGIBLE PERSONS

² In addition to our own training programs, we will be utilizing and hopefully providing training to Commission-designated Economic Empowerment Priority applicants, and Social Equity Program participants

³ This program will work closely with the other implemented programs to improve the local community

⁴ Please See Appendix A for more details regarding the Mentorship and Training Program

⁵ The healing center will attempt to contact the approximately 300 Applicants who have received priority status. We hope this will result in at least 1 person who we can coach and train to become an active owner of their own shop.

⁶ Friends of Fitchburg Veterans 14 Wallace Ave, Fitchburg, MA 01420

The Healing Center, 346 River Street, Fitchburg, MA 01420

Plan to Positively Impact Areas of Disproportionate Impact

Updated 7/31/2020

Commission's Social Equity Program ⁷ locally. to decrease the disparities in life outcomes for these individuals and improve the quality of life in areas of disproportionate impact: reduce barriers to entry in the commercial marijuana industry; provide professional and technical services and mentoring for businesses facing systemic barriers; and promote sustainable, socially and economically reparative practices in the commercial marijuana industry in Massachusetts. On an ongoing basis, on our website, and through personal contacts. The healing center will produce informative brochures elaborating the benefits of the Social Equity Program, and other social programs and distribute these at the 4 community meetings, if there is a community interest, we will schedule additional meetings to discuss these topics specifically.	SEP ELIGIBLE PERSONS
Improvement of the impact: To make each program or campaign's impact have a 5% better result than the prior. Some of the metrics that will be measures at each meeting will include, but not be limited to: <ul style="list-style-type: none">• Event Attendance• # of people contacted• Attendance percentage (# of contacts / Attendance	Internal

⁷ The intent of this goal is to educate the local residents, and affected parties of the availability of programs offered by the agencies of the state. The goal follows the Commission's plan to decrease the disparities in life outcomes for these individuals and improve the quality of life in areas of disproportionate impact: reduce barriers to entry in the commercial marijuana industry; provide professional and technical services and mentoring for businesses facing systemic barriers; and promote sustainable, socially and economically reparative practices in the commercial marijuana industry in Massachusetts.

The Healing Center, 346 River Street, Fitchburg, MA 01420

Plan to Positively Impact Areas of Disproportionate Impact

Updated 7/31/2020

Programs

The Healing Center has developed specific programs to effectuate its stated goals to positively impact the defined populations identified above. Such programs will include the following:

GOAL	PROGRAM TO MEET THE GOAL	STATUS
City Beautification	The Healing Center has entered into an agreement with the City of Fitchburg to assist the DPW, and local volunteers to maintain a traffic circle, and sidewalk for city residents both past and present	Implemented & Ongoing
Mentorship & Training Program	The Healing Center is developing a pilot program to empower EEP Applicants, and other identified groups to learn about the Cannabis Opportunities in Massachusetts, as well as provide job training opportunities for manager and advanced level employment in the Cannabis industry	Planning will be ongoing.
Ownership and Partnership Opportunities	For a select few who complete the mentorship and training program above, The Healing Center is designing a program that will give low interest loans to targeted group members that have completed the training, and have been designated by the Commission as Economic Empowerment Priority applicants ⁸ ;	Planning, we anticipate 3-4 opportunities available for qualified applicants
Local Giving	We have established a relationship with a local Veterans organization in Fitchburg ⁹ . We feel that a capital contribution to this organization will make a significant impact to the residents of Fitchburg, as well as other targeted groups. The local giving groups will be evaluated on an annual basis, and donations will be given to programs that can make the maximum impact in the community	Implemented, Ongoing
Counseling Services	We are investigating the feasibility in providing in-house services to provide needed services to the local community that has been impacted.	Feasibility Study in process
Improvement of the process	The Healing Center as part of the Execution process will design program/ campaign specific measurable metrics. At the end of each campaign, The Healing center will review results, and make adjustments to improve effectiveness on the next implementation.	Implemented, training of key people needed

⁸After approval, We hope to work closely with the Commission to gain insight, improve, and make available this program to all qualified individuals throughout the state, not only our local area.

⁹ Friends of Fitchburg Veterans 14 Wallace Ave, Fitchburg, MA 01420

The Healing Center, 346 River Street, Fitchburg, MA 01420

Plan to Positively Impact Areas of Disproportionate Impact

Updated 7/31/2020

Measurements

The Healing Center's **Community Empowerment Liaison** will administer the Plan and will be responsible for developing measurable outcomes to ensure The Healing Center continues to meet its commitments. Such measurable outcomes, in accordance with The Healing Center's goals and programs described above, include:

- Quantify the number of individuals who have been contacted, and have participated in our programs. Compare the results to the total number of people who have been disproportionately impacted.
- Individually Measure the customized metrics established at the beginning of the implementation of each program. Use these results to continually improve.
- Measure the participation in the workforce training programs offered, The **Store Manager, Investors, and Key Employees** will review and evaluate The Healing Center's measurable outcomes no less than every 3 months to ensure that The Healing Center is meeting its commitments. The Healing Center is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

In the event that The Healing Center is not meeting its commitments, The Healing Center will:

- Adjust the plan and track results
- Seek Guidance outside the organization, first look to individuals met through networking, and other community activities, ones who have demonstrated success with similar programs.
- Contract a qualified outside professional consultant to analyze the process and make recommendations.

Plan to Positively Impact Areas of Disproportionate Impact

Updated 7/31/2020

Acknowledgments

- As identified above, The Healing Center has made an agreement to donate to the Friends of Fitchburg Veterans, located in our community of Fitchburg and acknowledges that Friends of Fitchburg Veterans has been contacted and will receive the donation described herein.
- The Healing Center 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 The Healing Center will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- The Healing Center appreciates the work the Commission is doing, and is very impressed with the process and attention to detail required. It is essential that controls be implemented, not only for diversity, and positive impact, but for all of the other categories contained herein. We welcome any suggestions to improve our plan for a better impact.

Plan to Positively Impact Areas of Disproportionate Impact

Updated 7/31/2020

Appendix A - Mentorship Program Details

Availability:

The program will be open to all, and will be promoted specifically to the identified persons. The planned meeting location can hold up to 30. Depending on the response, we can change venue to accommodate whomever wants to participate.

Topics of Discussion

The following is a list of topics to be discussed at the mentoring/ educational sessions. The Healing center will update this list based on community interest, and sessions will be scheduled, a minimum of 4x per year, and open on a rolling basis. based on community interest.

- Preparing yourself to be an Entrepreneur
- Starting your own business in Massachusetts
- Credit Repair
- What public assistance is available
- The Marijuana Industry, what is it? How can I get involved?
- Mentorship and Training: How do I become a part of it
- Partnership in a marijuana Establishment
- Managing Money
- Creating a business plan

Plan to Positively Impact Areas of Disproportionate Impact

Updated 7/31/2020

ADDENDUM TO PLAN FOR POSITIVE IMPACT

The Plan to Positively Impact is amended to include the following:

Measurements

- The progress will be assessed periodically and shall be documented annually upon renewal and each year thereafter.
- The Healing Center will advertise monthly. Advertisements may be in MassHire and local newspapers for new hires and individuals to participate in pilot programs from targeted groups. The Healing Center will also utilize targeted social media campaigns, including but not limited to Facebook and LinkedIn.
- The Healing Center will periodically evaluate each campaign for results with reporting no less than annually.
- The results from each advertisement will be monitored and adjusted accordingly.
- Each campaign progress will be documented with results and a timeline created to document the progress or success of the plan.

Paul E Ferazzi
113 Falmouth Heights Rd
Falmouth, MA 02540

4/17/2020

To whom it may concern:

I am writing in response to your inquiry.

Section 8: Your plan states, "We have established a relationship with a local Veterans organization in Fitchburg. We feel that a capital contribution to this organization will make a significant impact to the residents of Fitchburg, as well as other targeted groups. The local giving groups will be evaluated on an annual basis, and donations will be given to programs that can make the maximum impact in the community" Please specify the specific amount of donations and frequency of such donations

Reply:

An annual contribution will be made to the **FRIENDS OF FITCHBURG VETERANS** Located at, 14 Wallace Ave• Fitchburg, MA 01420 • 978-333-1835.

This donation is scheduled annually. I have attached a copy of the acceptance letter on the following page.

Feel free to reach out if you have any further questions, or clarifications whatsoever.

Sincerely yours,

Paul E Ferazzi

Paul E Ferazzi (Apr 20, 2020)

Paul Ferazzi
The Healing Center



FRIENDS OF FITCHBURG VETERANS

14 Wallace Ave • Fitchburg, MA 01420 • 978-333-1835

January 17, 2020

The Healing Center
Mr. Paul Ferazzi
228 Lewis Wharf
Boston, MA 02110

Dear Mr. Ferazzi,

The Friends of Fitchburg Veterans thank you for your very generous offer of an \$8,000.00 annual donation, and we graciously accept.

Please do not hesitate to contact us if we need to provide any documentation in the future.

Sincerely,

Michele Marino
Chairwoman



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

William Francis Galvin
Secretary of the
Commonwealth

March 26, 2019

TO WHOM IT MAY CONCERN:

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

THE HEALING CENTER LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 12, 2018**.

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 or withdrawal; 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: **PAUL E FERAZZI, DANIELLE E DEBENEDICTIS**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **PAUL E FERAZZI, DANIELLE E DEBENEDICTIS**



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



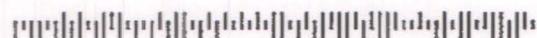
Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0853876800
Notice Date: November 7, 2019
Case ID: 0-000-854-130



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PAUL FERAZZI
THE HEALING CENTER LLC
113 FALMOUTH HEIGHTS RD
FALMOUTH MA 02540-3543

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, THE HEALING CENTER 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, 8:30 a.m. to 4:30 p.m..

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Edward W. Coyle, Jr., Chief
Collections Bureau

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: djqjm7

THE HEALING CENTER, LLC

OPERATING AGREEMENT

THIS OPERATING AGREEMENT, dated as of the 22nd day of May, 2018, is by and among the persons identified as Members on *Schedule A* (each such person being individually referred to as a "Member" and all such persons being referred to collectively as the "Members"). Paul E. Ferazzi and Danielle E. deBenedictis serve as, and are signing this Agreement in their capacity as, Manager (each such person being individually referred to as a "Manager" and all such persons being referred to collectively as the "Managers") of the limited liability company formed hereby.

WHEREAS, THE HEALING CENTER, LLC (hereinafter referred to as the "LLC" or the "Company") has been formed as a limited liability company (The "Act") under the applicable law of Delaware by the filing on 30.4.9.2019 (date) of a Certificate of Organization (the "Certificate") with the State of Delaware

WHEREAS, the Manager and the Members wish to set out fully their respective rights, obligations and duties with respect to the LLC and its business, management and operations.

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

ARTICLE I Definitions

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below:

"*Act*" means the Delaware Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the State of Delaware and as thereafter amended from time to time.

"*Adjusted Capital Account*" means, for each Member, such Member's Capital Account balance increased by such Member's Share of Minimum Gain.

"*Affiliate*" shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls 10 percent or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of 10 percent or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, manager of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, director, partner, manager or trustee, or with respect to which the specified

person or entity serves in a similar capacity; or (iv) any person that is a member of the Immediate Family of the specified person.

"Agreement" means this Operating Agreement as it may be amended, supplemented, or restated from time to time.

"Bankruptcy" means the occurrence of any of the following events:

- (i) a Member makes an assignment for the benefit of creditors;
- (ii) a Member files a voluntary petition in bankruptcy;
- (iii) a Member is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding;
- (iv) a Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- (v) a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;
- (vi) a Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his or her properties; or
- (vii) 120 days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if, within 90 days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

"Capital Account" means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under I.R.C. § 704. To the extent consistent with such Treasury Regulations, the adjustments to such accounts shall include the following:

- (i) There shall be credited to each Member's Capital Account the amount of any cash (which shall not include imputed or actual interest on any deferred contributions) actually contributed by such Member to the capital of the LLC, the fair market value (without regard to I.R.C. § 7701(g)) of any property contributed by such Member to the capital of the LLC, the amount of liabilities of the LLC assumed by the Member or to which property distributed to the Member was subject and such Member's share of the Net Profits and Gross Income of the LLC and of any items in the nature of income or gain separately allocated to the Members; and there shall be charged against each Member's Capital Account the amount of all cash distributions to such Member, the fair market value (without regard to I.R.C. § 7701(g)) of any property distributed to such Member by the LLC, the amount of liabilities of the Member assumed by the LLC or to which property contributed by the Member to the LLC was subject and such Member's share of

the Net Losses and Nonrecourse Deductions of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

(ii) If the LLC at any time distributes any of its assets in kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the Net Profits, Net Losses or Gross Income that would have been realized by the LLC had it sold the assets that were distributed at their respective fair market values (taking I.R.C. § 7701(g) into account) immediately prior to their distribution.

(iii) In the event any interest in the LLC is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

"Capital Transaction" means a sale or other disposition of all or a portion of the LLC's property in a single transaction or in a series of related transactions, other than such a sale or disposition in the ordinary course of the LLC's business and any refinancing.

"Carrying Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes; *provided, however*, that (i) upon a contribution of an asset in kind, and (ii) in the circumstances described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the Carrying Values of all the LLC's assets, shall be adjusted to their respective fair market values and shall thereafter be adjusted in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(g).

"Certificate" means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with Delaware law. .

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Consent" means the written consent or approval of more than 50 percent in interest, based on Percentage Interests, of those Members entitled to participate in giving such Consent, and if more than one class or group of Members is so entitled, then more than 50 percent shall be so required with respect to each such class or group.

"Distributable Cash" means, with respect to any fiscal period, the excess of all cash receipts of the LLC from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, capital contributions of the Members, proceeds from a Capital Transaction, and any and all other sources over the sum of the following amounts:

(i) cash disbursements for advertising and promotion expenses, salaries, employee benefits (including profit-sharing, bonus and similar plans), fringe benefits, accounting and bookkeeping services and equipment, costs of sales of assets, utilities, rental payments with respect to equipment or real property, management fees and expenses, insurance, real estate taxes, legal expenses, costs of repairs and maintenance, and any and all other items customarily considered to be "operating expenses";

(ii) payments of interest, principal and premium, and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, (A) any mortgages or deeds of trust encumbering the real property or other assets owned or leased by the LLC, and (B) any Voluntary Loans;

(iii) payments made to purchase inventory or capital assets, and for capital construction, rehabilitation, acquisitions, alterations and improvements; and

(iv) amounts set aside as reserves for working capital, contingent liabilities, replacements or for any of the expenditures described in clauses (i), (ii) and (iii) above, deemed by the Manager to be necessary to meet the current and anticipated future needs of the LLC.

"Economic Risk of Loss" means the risk as determined under Treasury Regulations Section 1.752-2 (taking all applicable "grandfathering" rules into account) that a member or person related to a member will suffer an economic loss as a result of the failure of the limited liability company to repay a liability.

"Excess Negative Balance" for a Member means the excess, if any, of (i) the negative balance in a Member's Capital Account after reducing such balance by the net adjustments, allocations and distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) which, as of the end of the LLC's taxable year are reasonably expected to be made to such Member, over (ii) the sum of (A) the amount, if any, the Member is required to restore to the LLC upon liquidation of such Member's interest in the LLC (or that is so treated pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(e)), (B) the Member's Share of Minimum Gain and (C) that portion of any indebtedness of the LLC (other than Partner Nonrecourse Debt) with respect to which the Member bears the Economic Risk of Loss that such indebtedness would not be repaid out of the LLC's assets if all of the LLC's assets were sold at their respective Carrying Values as of the end of the fiscal year or other period and the proceeds from the sales together with any amounts described in clause (A), above, were used to pay the LLC's liabilities.

"Gross Income" means, for each fiscal year or other period, an amount equal to the LLC's gross income as determined for federal income tax purposes for such fiscal year or period but computed with the adjustments specified in clauses (i), (ii) and (iii) of the definition of "Net Profits" and "Net Losses."

"Immediate Family" (i) with respect to any individual, means his or her ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities, all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a Legal Representative, means the Immediate Family of the individual for whom such Legal Representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individuals who are the principal beneficiaries of the trust.

"Invested Capital" means, at any point in time, for any Member, the excess of (i) the aggregate amount of the capital contributed to the LLC by such Member over (ii) the aggregate amount distributed (or deemed distributed) to such Member pursuant to Section 4.01(c), below.

"Legal Representative" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such individual.

"LLC" means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

"LLC Capital" means an amount equal to the sum of all of the Members' Adjusted Capital Account balances determined immediately prior to the allocation to the Members pursuant to Sections 5.01(b)(ii) or 5.01(c)(i), below, of any Net Profits or Net Losses from a sale or other disposition of the assets of the LLC other than in the ordinary course of the LLC's trade or business, increased by the aggregate amount of Net Profits to be allocated to the Members pursuant to Section 5.01(b)(ii) as a result of such sale or other disposition or decreased by the aggregate amount of Net Losses to be allocated to the Members pursuant to Section 5.01(c)(i) as a result of such sale or other disposition.

"Manager" shall refer to any person named as a Manager in this Agreement and any person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such person's capacity as (and for the period during which such person serves as) a Manager of the LLC. "Managers" shall refer collectively to all of such persons in their capacities as (and for the period during which such persons serve as) Managers of the LLC.

"Member" shall refer severally to any person named as a Member in this Agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in such person's capacity as a Member of the LLC. "Members" shall refer collectively to all such persons in their such capacities as Members.

"Minimum Gain" means the amount determined by computing with respect to each Nonrecourse Debt of the LLC, the amount of Gross Income, if any, that would be realized by the LLC if it disposed of the property securing such debt in full satisfaction thereof, and by then aggregating the amounts so computed. For purposes of determining the amount of such Gross Income with respect to a liability, the Carrying Value of the asset securing the liability shall be allocated among all the liabilities that the asset secures in the manner set forth in Treasury Regulations Section 1.704-2(d)(2).

"Net Profits" and *"Net Losses"* mean the taxable income or loss, as the case may be, for a period as determined in accordance with I.R.C. § 703(a), computed with the following adjustments:

- (i) Items of gain, loss, and deduction shall be computed based upon the Carrying Values of the LLC's assets (in accordance with Treasury Regulations Sections 1.704(b)(2)(iv)(g) and 1.704-3(d)) rather than on the assets' adjusted bases for federal income tax purposes;
- (ii) Any tax-exempt income received by the LLC shall be included as an item of gross income;

(iii) The amount of any adjustments to the Carrying Values of any assets of the LLC pursuant to I.R.C. § 743 shall not be taken into account;

(iv) Any expenditure of the LLC described in I.R.C. § 705(a)(2)(B) (including any expenditures treated as being described in Section 705(a)(2)(B) pursuant to Treasury Regulations under I.R.C. § 704(b)) shall be treated as a deductible expense; and

(v) The amount of Gross Income and Nonrecourse Deductions specially allocated to any Members pursuant to Sections 5.01, 5.02 and 5.03, below, shall not be included in the computation.

"Nonrecourse Debt" means any liability of a limited liability company to the extent that the liability is nonrecourse for purposes of Treasury Regulations Section 1.1001-2.

"Nonrecourse Deductions" for a taxable year means deductions funded by Nonrecourse Debt (as determined under Treasury Regulations Sections 1.704-2(c) and 1.704-2(i)(2)) for such year and is generally equal to the excess, if any, of (i) the net increase in Minimum Gain during such year over (ii) the sum of (A) the aggregate distributions of proceeds from Nonrecourse Debts attributable to increases in Minimum Gain during such year and (B) increases in Minimum Gain during such year attributable to conversions of liabilities into Nonrecourse Debts.

"Partner Nonrecourse Debt" means any Nonrecourse Debt to the extent that a member bears the Economic Risk of Loss associated with the debt.

"Percentage Interest" shall be the percentage interest of a Member set forth in *Schedule A*, as amended from time to time and subject to adjustment pursuant to Section 3.02.

"Securities Act" means the Securities Act of 1933, as amended.

"Share of Minimum Gain" means, for each Member, the sum of such Member's share of Minimum Gain attributable to Nonrecourse Debt other than Partner Nonrecourse Debt (computed in accordance with Treasury Regulations Section 1.704-2(g)) and such Member's share of Minimum Gain attributable to Partner Nonrecourse Debt (computed in accordance with Treasury Regulations Section 1.704-2(i)(5)).

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer, or other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

"Voluntary Loan" shall mean a loan made pursuant to Section 3.05 of this Agreement.

ARTICLE II

General

2.01 Name of the Limited Liability Company. The name of the limited liability company is The Healing Center, LLC. The name of the LLC may be changed at any time or from time to time with the approval of the Managers and the Consent of the Members.

2.02 Office of the Limited Liability Company; Agent for Service of Process. The address of the registered office of the LLC for purposes of Section 5 of the Act is _____

_____ The name and address of the resident agent for service of process for the LLC is 251 Little Falls Drive, Delaware, 19808. The Manager may establish places of business of the LLC within and without the State of Delaware, as and when required by the LLC's business and in furtherance of its purposes set forth in Section 2.04 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. The Manager may cause the LLC to change from time to time its resident agent for service of process, or the location of its registered office in Delaware provided, however, that the Manager shall promptly notify all Members in writing of any such change.

2.03 Organization. The Manager shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the operation of a limited liability company in accordance with the laws of the Commonwealth of Delaware and any other jurisdictions in which the LLC shall conduct business, and shall continue to do so for so long as the LLC conducts business therein.

2.04 Purposes and Powers. The general character of the business of the LLC, as set forth in the Certificate, is to engage in the business of construction/renovation, purchase, sale, and development, of real estate and related construction, including buying, acquiring, owning, operating, selling, financing, refinancing, disposing of and otherwise dealing with real estate and related construction, directly or indirectly through joint ventures, partnerships or other entities, and to engage in any activities directly or indirectly related or incidental thereto; and, generally, to engage in any other businesses and activities in which a limited liability company organized under the laws of the State of Delaware may lawfully engage.

Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the LLC is hereby authorized:

(a) to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of LLCs (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with Affiliates, including other contracts establishing business arrangements or organizations necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC;

(b) to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens on the property of the LLC;

(c) to the extent that funds of the LLC are available therefore, to pay all expenses, debts and obligations of the LLC.

(d) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by an LLC under the laws of the State of Delaware; and

(e) to take any other action not prohibited under the Act or other applicable law.

2.05 *Members.* The Members of the LLC are identified on *Schedule A* hereto. Additional Members may be admitted to the LLC pursuant to and in accordance with Article VIII hereof.

2.06 *Designation of Managers.* Paul E. Ferazzi and Danielle E. deBenedictis are hereby designated as the Managers of the LLC. Any Manager may withdraw or be removed as a manager of the LLC, and other persons may be added or substituted as Managers, only in the manner specified in Sections 8.02 and 8.03.

2.07 *Managers as Members.* Any Manager may hold an interest in the LLC as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.

2.08 *Liability of Members.* The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member (or, if applicable, as a Manager) shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

2.09 *Notices of Default.* No Member or Manager shall be obliged to give notice of an existing or potential default of any obligation of the LLC to any of the Members, nor, subject to the provisions of Section 3.02(b), shall any Member or Manager be obligated to make any capital contributions or loans to the LLC or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

2.10 *Investment Representations.* Each Member, by execution of this Agreement or an amendment hereto reflecting such Member's admission to the LLC, hereby represents and warrants to the LLC the following.

(a) He is acquiring an interest in the LLC for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, or any rule or regulation thereunder.

(b) He understands that (i) the interest in the LLC it is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the LLC nor the Members or Managers are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.

(c) He has had such opportunity as it has deemed adequate to ask questions of and receive answers from the Manager or other representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information that the LLC possesses or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the LLC.

(d) He has, either alone or with its professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the LLC and to make an informed investment decision with respect to such an investment.

(e) He can afford a complete loss of the value of its investment in the LLC and is able to bear the economic risk of holding such investment for an indefinite period.

(f) If it is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to both execute and deliver this Agreement and perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement has been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

ARTICLE III

Capital Contributions; Additional Financing

3.01 *Capital Accounts.* For each Member (and each permitted assignee), the LLC shall establish and maintain a separate Capital Account.

3.02 Capital Contributions.

(a) Each Member has contributed to the capital of the LLC the amount set forth opposite its name on *Schedule A* attached hereto.

(b) If the Manager determines at any time, or from time to time, that the LLC requires funds to carry out its purposes, conduct its business, meet its obligations, or make any expenditure authorized by this Agreement in excess of the amounts generated from the LLC's operations and the amounts specified on *Schedule A* hereto, the Members may, but shall not be required to, contribute any such additional capital. The Manager may request, in writing, that the Members contribute such additional funds to the LLC in the same ratio as their interests in the LLC. Each

such request must be made not less than 30 days prior to the due date for such capital contribution. The Manager may request more than one contribution pursuant to this paragraph.

(c) In the event that any Member shall fail to provide the capital contribution requested pursuant to Paragraph 3.02(b), then:

(i) all Members, including the Manager, shall have the option to make such capital contribution in the ratio of their respective interests in the LLC. Such contribution shall be made following written notice from the Manager of the amount of such contribution. If any Member shall fail to make such contribution within 30 days of the mailing of such notice, then the Manager may solicit and accept capital contributions in the amount required from any person (whether or not a Member) that the Manager may select, in its sole discretion. If the person making such a contribution is not a Member, then prior to the acceptance of such contribution, such person shall execute such documents as the Manager deems necessary or appropriate to admit such person as a Member.

(ii) the interests of the Members shall be adjusted to be in the ratio of their respective capital contributions.

This Agreement, including *Schedule A* hereto, shall be amended to reflect any such adjustment of the Members' Percentage Interests; and each Member, and each person who is hereinafter admitted to the LLC as a Member, hereby consents to any such amendment and the modification of his, her or its Percentage Interest in the manner provided herein, and acknowledges that, in connection with any such amendment, such Member's Percentage Interest may be diluted.

3.03 *No Withdrawal of or Interest on Capital.* Except as otherwise provided in this Article III, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by the Member, or to receive any other payment in respect to the Member's interest in the LLC, including, without limitation, payment

received as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

3.04 *Third-Party Loans.* In the event that the LLC requires additional funds to carry out its purposes, conduct its business or meet its obligations, or to make any expenditure authorized by this Agreement, the LLC may borrow funds from such third-party lender(s) on such terms and conditions as may be acceptable to the Manager.

3.05 *Voluntary Loans.* In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement,

and additional funds are not available from third parties pursuant to Section 3.04 on terms acceptable to the Manager in its sole discretion or from the Members or a third party pursuant to Section 3.02, any Member may, but shall not be obligated to, loan such funds to the LLC. Any loan made pursuant to this Section 3.05 (a "Voluntary Loan") shall be nonrecourse to the Members; shall be evidenced by a promissory note; shall be unsecured shall not violate the LLC's other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest charged by Bank of America; shall be repaid out of the first funds available therefore and in any event prior to any distribution to any Member of Distributable Cash; and shall become due and payable in full not more than five years after the date such loan is made.

ARTICLE IV

Allocations Of Income And Losses

4.1 Net Income and Net Losses All items of Company income, gain, loss, and deduction, and all net profits and losses (all as determined for book purposes), except as otherwise specified in this Article 4, shall be allocated to the Members in proportion to their respective "Percentage Interests."

4.2 Special Allocations. The following provisions of this Section 4.2 shall apply notwithstanding any other provision of this Article 4:

(a) Any item of Company loss, deduction, or Section 705(a)(2)(B) Expenditures with respect to a partner nonrecourse liability pursuant to Section 1.704-2(i)(2) of the Regulations shall be allocated to the Member or Members who bear the economic risk of loss for such liability in the time and manner described in Section 1.704-2(i) of the Regulations.

(b) Except as provided in Section 4.2(a), if there is a net decrease in Minimum Gain for any Fiscal Year or other period, the Members shall be allocated items of Company income and gain for such Fiscal Year or other period in accordance with Section 1.704-2(f) of the Regulations. This Section 4.2(b) is intended to comply with the minimum gain chargeback requirements under Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(c) Except as provided in Sections 4.2(a) and (b), in the event a Member unexpectedly receives any adjustment, allocation, or distribution described in Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6) of the Regulations in any Fiscal Year or other period and such Member has an Adjusted Capital Account Deficit, then items of income and gain of the Company (consisting of a pro rata portion of each item of Company gross income and gain) for such Fiscal Year or other period (and, if necessary, for subsequent Fiscal Years or other periods) shall be allocated to such Member in the amount and manner sufficient to eliminate such excess as quickly as possible. It is the intent of the parties that this Section 4.2(c) constitute a "qualified income offset" under Section 1.704(b)(2)(ii)(d) of the Regulations.

(d) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 732, 734 or 743 of the Code is required to be taken into account, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations, in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases basis) or loss (if the adjustment decreases basis). Such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

4.3 Federal Income Tax Allocations.

(a) Except as required by Section 704(c) of the Code or its Regulations, the Company shall allocate its tax items in the same manner and in the same percentages as the book items in the same manner and in the same percentages as the book items are allocated in accordance with this Article 4.

(b) Income, gain, loss, and deduction with respect to any property contributed to the capital of the Company by a Member shall be allocated, solely for tax purposes, among the Members so as to take account of any variation between the adjusted tax basis of such property to the Company for federal income tax purposes and its agreed fair market value at the time of contribution. Such allocations shall be made in compliance with Section 704(c) of the Code and Regulations adopted pursuant thereto under any reasonable method selected by the Members.

(c) If property contributed to the capital of the Company is distributed (other than to the contributing Member) within seven (7) years of such contribution, then gain or loss shall be allocated with respect to such distribution in accordance with Section 704(c) of the Code.

(d) The Manager shall make any elections or other decisions relating to such allocations in any manner than reasonably reflects the purposes and intention of this Agreement.

(e) Allocations pursuant to this Section 4.3 are solely for purposes of federal, state, and local taxes, and shall not affect or in any way be taken into account in computing any Member's Capital Account or share of net income and net losses or distributions pursuant to any provision of this Agreement.

4.4 Other Allocation Rules

(a) The allocations set forth in this Article 4 (the "Regulatory Allocations") are intended to comply with the requirements of Sections 1.704-1(b) and 1.704-2 of the Regulations. The Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Company distributions. Accordingly, the Manager is authorized to divide other allocations of net income, net losses, and other items among the Members so as to prevent the Regulatory Allocations from distorting the manner in

which Company distributions will be divided among the Members. The Manager shall have discretion to accomplish this result in any reasonable manner.

(b) If additional Members are admitted to the Company on different dates during any Fiscal Year or other period, the net income or net losses allocated to the Members for such Fiscal Year or other period shall be allocated among the Members in proportion to each Member's Percentage Interest from time to time during such Fiscal Year and in accordance with Section 706 of the Code, using any convention permitted by law and selected by the Manager.

(c) For purposes of determining the profits, losses, or any other items allocable to any period, net income, net losses, and any other items shall be determined on a daily, monthly, or other basis as the Manager may determine using any permissible method under Section 706 of the Code and its Regulations.

(d) The Members are aware of the income tax consequences of the allocations made by this Article 4 and agree to be bound by the provisions of this Article 4 in reporting their shares of Company income and loss for income tax purposes.

ARTICLE V

Distributions

5.1 Distributions.

(a) *Priority Tax Distributions.* Provided that there is cash available for distribution, the Company shall distribute to each Member, annually, an estimated amount (the "Priority Tax Distribution") sufficient for such Member to pay federal and state income taxes on any otherwise undistributed net profits of the Company which will be taxable to the Member in said year, assuming, for such purposes, that each Member is in the highest federal and state marginal income tax bracket. Notwithstanding anything herein to the contrary, the Company shall make any required Priority Tax Distributions to the Members no later than March 31st of the year following the year to which such Priority Tax Distributions relate.

(b) *Other Distributions.* In addition to any Priority Tax Distributions made pursuant to the preceding Section 5.1(a), Cash from Operations for each Fiscal Year or other period shall be distributed to the Members in proportion to their respective Percentage Interests, and otherwise in proportion to their respective Percentage Interests. No Member, including a resigning Member, shall have the right to any distribution from the Company except as expressly provided herein.

ARTICLE VI

Management

6.01 *Management of the LLC.* Subject to the provisions of this Agreement, including, without limitation, Section 6.03, the overall management and control of the business and affairs of the

LLC shall be vested in the Manager. If at any time there is more than one Manager, all decisions, approvals, actions, consents and matters to be made, granted, withheld, taken or acted upon by the Manager shall require the approval of a majority in number of the persons serving as Managers unless otherwise specifically provided herein. Any such decision, approval, action, consent or matter shall be taken at a meeting or teleconference of the requisite number of Managers, or by a writing executed by such requisite number of Managers. Any Manager may delegate its authority to another Manager as to any particular matter, or as to all matters for a specified period of time (not to exceed 45 days), by a writing duly executed by such delegating Manager.

All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the LLC as may be reasonably necessary for performance by the Manager of his, her or its duties hereunder, provided such persons shall not be required to devote full time to such affairs.

Specifically, but not by way of limitation, and subject to all other provisions of this Agreement (including without limitation, Sections 6.03 and 6.06), the Manager shall be authorized in the name of and on behalf of the LLC, or in its own name and on its own behalf, as appropriate, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including, without limitation, the following:

- (i) to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real or personal property;
- (ii) to borrow money and issue evidences of indebtedness, or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property of the LLC, and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;
- (iii) to employ executive, administrative and support personnel in connection with the business of the LLC; to pay salaries, expense reimbursements, employee benefits, fringe benefits, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Manager in its sole discretion; and to reimburse the Manager for expenses incurred by it (directly or indirectly) to provide executive, administrative and support services in connection with the business of the LLC;
- (iv) to hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the LLC; and to pay fees, expenses, salaries, wages and other compensation to such persons;
- (v) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;
- (vi) to determine the appropriate accounting method or methods to be used by the LLC;

(vii) to cause the LLC to make or revoke any of the elections referred to in I.R.C. §§ 108, 704, 709, 754 and 1017 and any similar provisions enacted in lieu thereof, and in any other section of the Code;

(viii) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;

(ix) to pay all organizational expenses and general and administrative expenses of the LLC;

(x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefore from, any person who has provided or may in the future provide any services to, lend money to, sell property to or purchase property from the LLC, including, without limitation, any Member or Manager;

(xi) to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the LLC;

(xii) to pay any and all fees and to make any and all expenditures that the manager, in its sole discretion, deems necessary or appropriate in connection with the organization of the LLC, the management of the affairs of the LLC, and the carrying out of the LLC's obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;

(xiii) to exercise all powers and authority granted by the Act to managers, except as otherwise provided in this Agreement;

(xiv) to cause the LLC and its properties and assets to be maintained and operated in such a manner as the Manager may determine; subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the LLC and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(xv) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the LLC's business or any part thereof, or determined by the Manager to be in the best interests of the LLC;

(xvi) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the LLC unless the same are contested by the Manager; and

(xvii) to perform any other act the Manager may deem necessary, convenient or desirable for the LLC or the conduct of the LLC's business.

The Manager shall be authorized, in the name and on behalf of the LLC, to hire, employ, deal with, and otherwise engage in business with, himself or any of his Affiliates to the extent the Manager determines to do so in its sole discretion.

6.02 *Intentionally omitted.*

6.03 *Intentionally omitted.*

6.04 *Binding the LLC.* The signature of one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof, and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require the joinder or consent of any other party.

6.05 *Compensation of Managers and Members.* No payment shall be made by the LLC to any Manager or Member for such Manager or Member's services as a Manager or Member, except as provided in this Agreement. A Manager shall be entitled to compensation for services provided by that Manager, if any, and reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC.

The Manager shall determine which expenses, if any, are allocable to the LLC in a manner that is fair and reasonable to the Manager and the LLC, and, if such allocation is made in good faith, it shall be conclusive in the absence of manifest error.

6.06 *Contracts with Members.* With the approval of the Manager in each case, the LLC may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements, and, if the Manager determines in good faith that such amounts are so comparable, such determination shall be conclusive absent manifest error.

6.07 *Exculpation and Indemnification; Fiduciary Duty.*

(a) The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of businesspersons in similar circumstances. No Member shall be a fiduciary of, or have any fiduciary obligations to, the other Members in connection with the LLC, this Agreement, or such Member's performance of its obligations under this Agreement; and each Member hereby waives to the fullest extent permitted by applicable law any rights it may have to claim any breach of fiduciary obligation under this Agreement or in connection with the LLC.

(b) No Manager or its Affiliates shall have any liability to the LLC or to any Member for any loss suffered by the LLC that arises out of any action or inaction of any Manager or its Affiliates, if such Manager or its Affiliates, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Manager or its Affiliates.

(c) Each Manager and its Affiliates shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager or its Affiliates on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the LLC.

Without limiting the foregoing, the LLC shall cause such indemnification to include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section 6.07, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder may be provided even if the person to be indemnified is no longer a Manager or an Affiliate of a Manager.

Notwithstanding the foregoing, no Manager, or its respective Affiliates, or any person acting as a broker-dealer, shall be indemnified for any losses, liabilities or expenses arising from or out of a violation of federal or state securities laws or any other intentional or criminal wrongdoing.

(d) Any indemnity under this Section 6.07 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof. The LLC shall not incur the cost of that portion of any insurance, other than public liability insurance, that insures any party against any liability as to which such party is herein prohibited from being indemnified.

6.08 Other Activities.

(a) The Members, Managers and any of their Affiliates may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other LLCs with purposes similar to or the same as those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

ARTICLE VII Fiscal Matters

7.01 Books and Records.

The Manager shall keep or cause to be kept complete and accurate books and records of the LLC on the income tax method of reporting and otherwise in accordance with generally accepted accounting principles consistently applied, which shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at the office of the LLC for examination and copying by any Member or Manager, or his,

her or its duly authorized representative, at its reasonable request and at its expense during ordinary business hours. A current list of the full name and last known address of each Member and Manager, a copy of this Agreement, any amendments thereto, the Certificate, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent fiscal years, shall be maintained at the registered office of the LLC required by Section 5 of the Act.

The LLC shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

7.02 Reports. Within 120 days after the end of each fiscal year, the Manager shall cause to be prepared and sent to all Members an un-audited financial report of the LLC, including a balance sheet and a profit and loss statement, and, if such profit and loss statement is not prepared on a cash basis, a statement of changes in financial position. Within 90 days after the end of each fiscal year, the Manager shall furnish all Members with such information as may be needed to enable the Members to file their federal income tax returns and any required state income tax return. The cost of all such reporting shall be paid by the LLC as an LLC expense. Any Member may, at any time, at its own expense, cause an audit of the LLC books to be made by a certified public accountant of its own selection. All expenses incurred by such accountant shall be borne by such Member.

7.03 Bank Accounts. The Manager shall be responsible for causing one or more accounts to be maintained in a bank (or banks) which is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred by the Manager in connection with the business of the LLC, and in which shall be deposited any and all cash receipts of the LLC. All deposits and funds not needed for the operations of the LLC may be invested in short-term investments, including securities issued or fully guaranteed by United States government agencies, certificates of deposit of banks, bank repurchase agreements covering the securities of the United States government, commercial paper rated A or better by Moody's Investors Services, Inc., money market funds, interest-bearing time deposits in banks and thrift institutions and such other similar investments as the Manager may approve. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Manager for the purposes specified in this Agreement. There shall not be deposited in any of said accounts any funds other than funds belonging to the LLC, and no other funds shall in any way be commingled with such funds. Withdrawals from any LLC bank or similar account shall be made and other activity conducted on such signature or signatures as shall be approved by the Manager.

7.04 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year.

7.05 Tax Matters Partner. Manager Paul Ferazzi is hereby designated as the "tax matters partner" of the LLC. If at any time such person is not eligible under the Code to serve, or refuses to serve, as the tax matters partner, another Member shall be designated by the Manager to serve as the tax matters partner. The tax matters partner is hereby authorized to and shall perform all

duties of a tax matters partner under the Code and shall serve as tax matters partner until his, her or its resignation or until the designation of his, her or its successor, whichever occurs sooner.

ARTICLE VIII

Transfers of Interests

8.01 General Restrictions on Transfer of Interests by Members.

(a) Except as provided in Section 8.05 below, no Member may Transfer his, her or its interest in the LLC (including without limitation, by resignation as a member of the LLC) unless:

(i) in the case of a Member which is not a Manager, the Manager shall have previously approved such Transfer in writing, the granting or denying of which approval shall be in the Manager's absolute discretion; and

(ii) in the case of a Member which is a Manager, unless such Transfer shall have been previously Consented to by the other Members, which Consent may be granted or denied in the other Members' absolute discretion.

No assignment of the interest of a Member shall be made if, in the opinion of counsel to the LLC, such assignment (i) may not be effected without registration under the Securities Act, (ii) would result in the violation of any applicable state securities laws, (iii) unless approved by the Manager (or, in the case of a transfer by a Member which is a Manager, unless Consented to by the other Members), would result in a termination of the LLC under I.R.C. § 708 or (iv) unless Consented to by the Manager (or, in the case of a transfer by a Member which is a Manager, unless Consented to by the other Members), would result in the treatment of the LLC as an association taxable as a corporation or as a "publicly-traded limited partnership" for tax purposes. The LLC shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the Manager for recordation on the books of the LLC. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 8.01(b), it shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the Gross Income, Net Profits, Net Losses and Nonrecourse Deductions (and items thereof), its distributions of cash or property or returns of capital to which its assignor would otherwise be entitled in respect of the interest assigned.

(b) An assignee of the interest of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if, and only if:

(i) the assignor gives the assignee such right;

(ii) in the case of a Transfer by a Member which is not a Manager, the Manager approves such substitution, the granting or denying of which consent shall be in the Manager's absolute discretion;

(iii) in the case of a Transfer by a Member that is a Manager, the other Members, acting by Consent, shall have approved such substitution, which approval shall specify whether such

assignee shall assume the role and duties of Manager in respect of the assigned interest, and, if such assignee is not to assume such role and duties, that there is a least one remaining Manager; or, if there is no remaining Manager, the Members, acting by Consent, shall have elected to continue the LLC and, if they so desire, have selected a new Manager or Managers and entered into an agreement with such new Manager(s) as to their economic interests, if any, in the LLC, and their other rights, duties and responsibilities;

(iv) the assignee pays to the LLC all costs and expenses incurred in connection with such substitution, including, specifically, without limitation, costs incurred in the review and processing of the assignment and in amending the LLC's current Certificate and/or Operating Agreement, if required; and

(v) the assignee executes and delivers an Amendment to this Agreement (and to the Certificate, if required), which Amendment shall be executed by the Manager and such assignee, and such other instruments, in form and substance satisfactory to the Manager (or, if clause (iii) above is applicable, to the Members acting by Consent in connection with such substitution), as may be necessary, appropriate or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by the terms and provisions of this Agreement.

(c) The LLC and the Manager shall be entitled to treat the record owner of any LLC interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Manager and recorded in the books of the LLC. The Manager may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any membership interest, or any portion thereof, be sold, transferred or assigned to a minor or incompetent, and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the LLC or the Manager.

8.02 *Withdrawal or Termination of the Manager.* A Manager may voluntarily resign, withdraw or retire as Manager from the LLC, provided such resignation does not adversely affect the tax classification of the LLC.

A Manager's status as a Manager may be terminated only by assent of that Manager to be terminated and action of unanimous approval of one hundred percent of the Members (acting by Consent) and, if there are at the time other Managers, the approval of a majority in interest of such other Managers shall also be required. If the terminated Manager is also a Member, no such termination shall modify such person's rights or obligations as a Member.

8.03 *Additional or Substituted Manager.* Additional or substituted Managers may be selected from among the Members (or may be admitted, as both Managers and Members, to the LLC) at any time upon the written approval of, and with such rights, obligations, responsibilities and economic interest as may be approved by the unanimous approval of one hundred percent of the Members.

8.04 *Restrictions as to Certain Matters.* Every Transfer of an interest of a Member of the LLC permitted by this Article VIII shall be subject to the following restrictions.

(a) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Manager may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the LLC (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(b) The Manager may require, as a condition to the admission to the LLC as a Member of any transferee who is not a Member, that such transferee demonstrate to the reasonable satisfaction of the Manager that he, she or it is either a financially responsible person or has one or more financially responsible persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on his, her or its behalf.

(c) Unless the Manager has specifically approved otherwise in writing, a transferor of an interest as a Member of the LLC (if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement) shall not be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer, except to the extent of the payments made in the transferor's place by any transferee of its interest; and the LLC may proceed to collect any amount due from the transferor as and when due, together with interest thereon from the date for payment stated herein at the rate of 18 percent per annum, compounded monthly (but not exceeding the maximum rate permitted by law) and all costs and expenses of collection incurred by the LLC (including reasonable fees and disbursements of counsel).

(d) Any person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 8.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or be on the books of the LLC, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction; and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law, it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement concerning such transactions.

8.05 *Permitted Transfers*. The following Transfers shall be permitted without the approval of the Manager or Members otherwise required under Section 8.01(a) above, but such permitted Transfers shall in any event be subject to Sections 8.01(b) and 8.04 hereof:

(a) An interest as a Member of the LLC may be Transferred from time to time to any Legal Representative(s) and/or Affiliate(s) and/or member(s) of the Immediate Family of the transferring Member.

ARTICLE IX

Miscellaneous

9.01 *Events Causing Dissolution*. The LLC shall be dissolved and its affairs wound up upon the following:

(a) the sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash, and the Manager decides not to distribute all or substantially all of such noncash items to the Members;

(b) subject to the provisions of Section 9.02, the death, insanity, retirement, resignation, expulsion, Bankruptcy, dissolution or occurrence of any other event that terminates the membership of a Member who is also a Manager;

(c) the election to dissolve the LLC made in writing by the Manager *with the* Consent of the Members;

(d) any consolidation or merger of the LLC with or into any entity, following which the LLC is not the resulting or surviving entity; or

(e) upon the occurrence of an event specified under the laws of the State of Delaware as one effecting dissolution; except that where, under the terms of this Agreement or the Act, the LLC is not to terminate, the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, bankruptcy, dissolution or occurrence of any other event that terminates the membership of a Member, except as provided in Section 9.01(b).

9.02 *Continuation of the LLC*. Notwithstanding the occurrence of an event specified in Section 9.01(b), the LLC shall not be dissolved, and its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the State of Delaware if the remaining Members, acting by Consent, elect within 90 days after such occurrence to continue the LLC and the LLC's business, and designate from among the Members one or more Managers.

9.03 *Procedures on Dissolution*. Dissolution of the LLC shall be effective on the day on which occurs the event giving rise to the dissolution, but the LLC shall not terminate until its Certificate shall have been canceled and the assets of the LLC shall have been distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as

aforesaid, the business of the LLC and the affairs of the Members, as such, shall continue to be governed by this Agreement. The remaining Manager or, if there be none, a liquidator appointed with the Consent of the Members, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Certificate.

9.04 Distributions upon Liquidation.

(a) After paying liabilities owed to creditors, the Manager or such liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by such Manager or such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as such Manager or such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (b), below.

(b) After paying such liabilities and providing for such reserves, the Manager or liquidator shall cause the remaining net assets of the LLC to be distributed to and among the Members in the order of priority set forth in Article IV hereof. In the event that any part of such net assets consists of notes or accounts receivable or other non-cash assets, the Manager or liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form that would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value, net of any liabilities.

ARTICLE X

General Provisions

10.01 *Notices.* Any and all notices under this Agreement shall be given in writing, and shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) on the first business day after being sent by express mail, or commercial overnight delivery service providing a receipt for delivery; (c) on the date of hand delivery; or (d) on the date actually received, if sent by any other method. To be effective, all such notices shall be addressed, if to the LLC, at its registered office under the Act, and if to a Member or Manager, at the last address of record on the LLC books.

10.02 *Word Meanings.* Words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.03 *Binding Provisions.* Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

10.04 *Applicable Law; Choice of Venue.* This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware including the Act, as interpreted by the courts of the State of Delaware, notwithstanding any rules regarding choice of law to the contrary. Any

legal action or proceeding relating to this Agreement, the LLC or the businesses of the LLC shall be brought exclusively in the courts of the Commonwealth of Massachusetts

10.05 *Counterparts*. This Agreement may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

10.06 *Separability of Provisions*. Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible to make the Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered valid from the effective date of such amendment or interpretation).

10.07 *Section Titles*. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.08 *Amendments*. Except as otherwise specifically provided in this Agreement, including, without limitation, in Sections 2.05 and Article VIII, this Agreement may be amended or modified only as follows.

(i) By the Manager With the Consent of the Members, and any such amendment may include, without limitation, an amendment providing for capital contributions from, distributions to, and allocations of Net Profits and Net Losses (and items thereof) to one or more additional classes of Members; provided that (x) no such amendment shall increase the liability of, increase the obligations of, or adversely affect the interest of any Member without the specific approval of such Member (except that an amendment adopted pursuant to Section 2.05 or Section 3.02 may reduce a Member's interest in the LLC without such Member's specific approval); (y) if any provision of this Agreement provides for the approval or consent of a greater number of Members or of Members holding a higher percentage of the total Percentage Interests of the Members, any amendment effectuated pursuant to such provision, and any amendment to such provision, shall require the approval or consent of such greater number of Members or of Members holding such higher percentage of Percentage Interests; and (z) subject to clauses (x) and (y) above, any amendment to this Section 10.08 shall require the approval of one hundred percent of the Members.

(ii) By the Manager acting alone, to add to the LLC's duties or obligations or surrender any right or power granted to it herein; to cure any ambiguity, to correct or supplement any provision herein that may be inconsistent with any other provision herein; or to make any other provisions with respect to matters or questions arising under this Agreement consistent with the provisions of this Agreement; and to delete or add any provision of this Agreement required to be so deleted or added by any federal agency or state "blue-sky" commissioner or similar such official, which addition or deletion is deemed by such agency or official to be for the benefit or protection of the Members. (iii) By the Manager acting alone, to modify appropriate provisions of this Agreement, if the LLC is advised at any time by its legal counsel that the allocations of profits and losses and

similar items provided for in Article V hereof are unlikely to be respected for federal income tax purposes, either because of the promulgation and adoption of Treasury Regulations under I.R.C. § 704 or other developments in applicable law. In making any such amendment, the Manager shall use its best efforts to effect as little change in the economic and tax arrangements among the Members as it shall determine in its sole discretion to be necessary to provide for allocations of profits and losses to the Members that it believes will be respected for federal income tax purposes. No such amendment shall give rise to any claim or cause of action by any Member or the Company.

10.09 *Third-Party Beneficiaries.* The provisions of this Agreement, including Article III, are not intended to be for the benefit of any creditor (other than a Member who is a creditor) or other person (other than a Member in his, her or its capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including, without limitation, Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member or Manager.

10.10 *Entire Agreement.* This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Members and Managers hereby agree that each Member and each Manager shall be entitled to rely on the provisions of this Agreement, and no Member or Manager shall be liable to the LLC or any other Member or Manager for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

10.11 *Waiver of Partition.* Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that he, she or it shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his, her or its successors and assigns) accepts the provisions of the Agreement as his, her or its sole entitlement on termination, dissolution and/or liquidation of the LLC, and hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale or other liquidation with respect to his, her or its interest, in or with respect to any assets or properties of the LLC. Each Member agrees that he, she or it will not petition a court for the dissolution, termination or liquidation of the LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

MANAGER: 
Paul E. Ferazzi

MANAGER: _____
Danielle E. deBenedictis

MEMBER: 
Paul Ferazzi

MEMBER: _____
Danielle E. deBenedictis

SCHEDULE A
TO OPERATING AGREEMENT OF
BROKEN BOW, LLC

MEMBERS

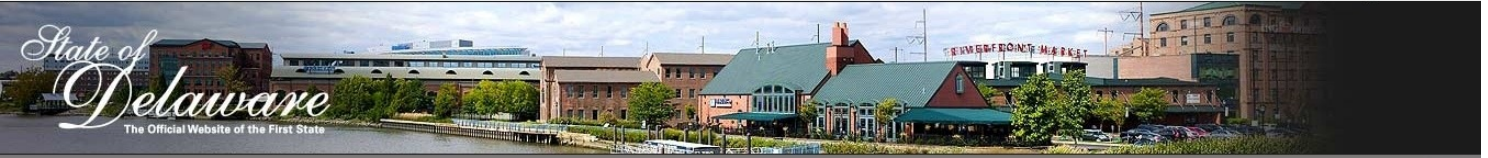
<i>Names and Addresses of Members</i>	<i>Percentage Interest</i>	<i>Capital Contribution</i>
---	--------------------------------	---------------------------------

MEMBERS

Paul Ferazzi 89 Commercial Wharf Boston, MA. 02110	50%	\$ <u>250.00</u>
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Danielle E. deBenedictis 89 Commercial Wharf Boston, MA. 02540	50%	\$ <u>250.00</u>
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Total:	100 %	\$ <u>500.00</u>
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Entity Details

File Number:	6810233	Incorporation Date / Formation Date:	3/22/2018 (mm/dd/yyyy)
Entity Name:	THE HEALING CENTER LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	State:
Status:	Good Standing	Status Date:	11/12/2019

TAX INFORMATION

Last Annual Report Filed:	0	Tax Due:	\$ 0
Annual Tax Assessment:	\$ 300	Total Authorized Shares:	

REGISTERED AGENT INFORMATION

Name:	CORPORATION SERVICE COMPANY		
Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19808
Phone:	302-636-5401		

FILING HISTORY (Last 5 Filings)

Seq	Description	No. of pages	Filing Date (mm/dd/yyyy)	Filing Time	Effective Date (mm/dd/yyyy)
1	LLC	1	3/22/2018	10:40 AM	3/22/2018

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Entity Details

[File Number:](#) **6810233** [Incorporation Date / Formation Date:](#) **3/22/2018** (mm/dd/yyyy)

[Entity Name:](#) **THE HEALING CENTER LLC**

[Entity Kind:](#) **Limited Liability Company** [Entity Type:](#) **General**

[Residency:](#) **Domestic** State: **State:**

[Status:](#) **Good Standing** Status Date: **11/12/2019**

TAX INFORMATION

[Last Annual Report Filed:](#) **0** Tax Due: **\$ 0**

[Annual Tax Assessment:](#) **\$ 300** [Total Authorized Shares:](#)

REGISTERED AGENT INFORMATION

Name: **CORPORATION SERVICE COMPANY**

Address: **251 LITTLE FALLS DRIVE**

City: **WILMINGTON** County: **New Castle**

State: **DE** Postal Code: **19808**

Phone: **302-636-5401**

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1	LLC	1	3/22/2018	10:40 AM	3/22/2018

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "THE HEALING CENTER LLC" IS DULY FORMED
UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND
HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS
OF THE TWENTY-NINTH DAY OF JUNE, A.D. 2018.



6810233 8300

SR# 20185393140

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202989283

Date: 06-29-18



Corporations Division

Business Entity

Name: THE HEALING CENTER LLC

Order certified copies <input type="checkbox"/> check all	Name of filing	Year filed	Date filed	Filing No.	View PDF
<input type="checkbox"/>	Statement of Change of Resident Agent/Resident Office		07/09/2019 03:54 PM	201913085490	201913085490_1.pdf, 2 pgs
<input type="checkbox"/>	Annual Report	2019	07/09/2019 03:42 PM	201913081960	201913081960_1.pdf, 3 pgs
<input type="checkbox"/>	Application For Registration		07/12/2018 04:00 PM	201821004040	201821004040_1.pdf, 4 pgs

[Return to entity summary](#)[Order filings](#)



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Resident Agent/Resident Office

(General Laws, Chapter 156C, Section 5A and Section 51)

Exact name of limited liability company: THE HEALING CENTER LLC

Current resident agent name: DANIELLE E. DEBENEDICTIS

Current resident agent office address: 89 COMMERCIAL WHARF , BOSTON , MA 02110

New resident agent office address in the commonwealth and the name of the appointed resident agent at that office:

(The company may not appoint itself resident agent. Resident agent may be an individual or a different business entity.)

Name: DANIELLE E. DEBENEDICTIS

No. and Street: 228 LEWIS WHARF

City or Town: BOSTON State: MA Zip: 02110 Country: USA

The street address of the resident office of the limited liability company and the business address of the resident agent are identical as required by General Laws, Chapter 156C, Section 51 and GL. Chapter 156D Section 15.08.

Consent of resident agent:

I, DANIELLE E. DEBENEDICTIS , consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 5A and Section 51.

This statement is effective at the time and on the date approved by the Division.

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of July, 2019,
DANIELLE E. DEBENEDICTIS , Signature of Authorized Signatory.



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: 001336517Annual Report Filing Year: 20191.a. Exact name of the limited liability company: THE HEALING CENTER LLC

1.b. If different, the name under which it does business in the Commonwealth:

2. The Limited Liability Company is organized under the laws of: State: DE Country: USA
The date of its organization is: 03/22/2018

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

4. Location of its principal office:

No. and Street: 228 LEWIS WHARF
City or Town: BOSTON State: MA Zip: 02110 Country: USA

5. The business address of its principal office in the Commonwealth, if any:

No. and Street:
City or Town: State: Zip: Country:

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	PAUL E FERAZZI	228 LEWIS WHARF BOSTON, MA 02110 USA
MANAGER	DANIELLE E. DEBENEDICTIS	228 LEWIS WHARF BOSTON, MA 02110 USA

7. 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	PAUL E. FERAZZI	228 LEWIS WHARF BOSTON, MA 02110 USA
REAL PROPERTY	DANIELLE E. DEBENEDICTIS	228 LEWIS WHARF BOSTON, MA 02110 USA

8. Name and address of the Resident Agent:

Name: DANIELLE E. DEBENEDICTIS
No. and Street: 89 COMMERCIAL WHARF
City or Town: BOSTON State: MA Zip: 02110 Country: USA

9. If the foreign limited liability company has a specific date of dissolution, the latest date on which the limited liability company is to dissolve:

10. Additional matters:

THE PRINCIPAL OFFICE ADDRESS, THE ADDRESS FOR BOTH MANAGERS; PAUL E. FERAZZI AND DANIELLE E. DEBENEDICTIS, AND THE ADDRESS FOR BOTH PERSONS AUTHORIZED TO EXECUTE, ACKNOWLEDGE, DELIVER AND RECORD ANY RECORDABLE INSTRUMENT PURPORTING TO AFFECT AN INTEREST IN REAL PROPERTY; PAUL E. FERAZZI AND DANIELLE E. DEBENEDICTIS HAS CHANGED FROM 89 COMMERCIAL WHARF, BOSTON, MA 02110 USA TO 228 LEWIS WHARF, BOSTON, MA 02110 USA. THE RESIDENT AGENT ADDRESS HAS ALSO CHANGED FROM 89 COMMERCIAL WHARF, BOSTON, MA 02110 USA TO 228 LEWIS WHARF, BOSTON, MA 02110 USA, WE WILL BE FILING THE APPROPRIATE FORM TO AFFECT THAT CHANGE.

**SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of July, 2019,
PAUL E. FERAZZI , 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:

July 09, 2019 03:42 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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:

July 09, 2019 03:54 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

F

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Foreign Limited Liability Company

Application for Registration

(General Laws Chapter 156C, Section 48)

FILED

JUL 12 2018

Federal Identification No.: _____

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

(1a) The exact name of the limited liability company:

The Healing Center LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

(2) The jurisdiction* where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: March 22, 2018

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Retail Store

(5) The business address of its principal office:

89 Commercial Wharf
Boston Ma 02110

(6) The business address of its principal office in the Commonwealth, if any:

89 Commercial Wharf
Boston Ma 02110

(7) The name and business address, if different from principal office location, of each manager:

Paul E Ferazzi

89 Commercial Wharf
Boston Ma 02110

Danielle E DeBenedictis

89 Commercial Wharf
Boston Ma 02110

12

- (8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

Paul E Ferazzi

89 Commercial Wharf
Boston Ma 02110

Danielle E DeBenedictis

89 Commercial Wharf
Boston Ma 02110

- (9) The name and street address of the resident agent in the Commonwealth:

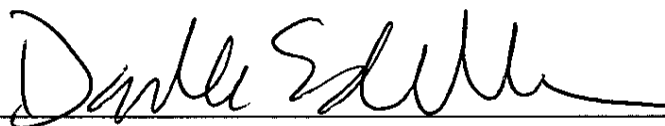
Danielle E DeBenedictis

89 Commercial Wharf
Boston Ma 02110

- (10) The latest date of dissolution, if specified: _____

- (11) Additional matters:

Signed by (by at least one authorized signatory):



I Danielle E DeBenedictis

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

* Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

1313936

**Foreign Limited Liability Company
Application for Registration**
(General Laws Chapter 156C, Section 48)

4776

I hereby certify that upon examination of this foreign limited liability company application for registration, duly submitted to me, it appears that the provisions of the General Laws have been complied with, and I hereby approve said application; and the filing fee in the amount of \$ 500 having been paid, said application is deemed to have been filed with me this

12 day of July 20 18 at _____ am/pm.
time



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY
FOREIGN LIMITED LIABILITY COMPANY

Contact Information:

Robert L. Coval CPA

868 Washington Street

Easton Ma 02375

Telephone: 508-238-7020

Email: bob@bobcovalcpa.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SECRETARY OF THE
COMMONWEALTH
2018 JUL 12 AM 10:49
CORPORATIONS DIVISION

ATTESTATION BY THE HEALING CENTER, LLC.

Applicant, The Healing Center LLC, attests that they cannot register with the department of unemployment insurance until the hiring of the first employee.

Signed under the penalties of perjury this ^{20 th} _____ day of April, 2020

Paul E Ferazzi

Paul E Ferazzi (Apr 20, 2020)

Paul E. Ferazzi,

In his capacity as Manager of The Healing Center, LLC.

Plan for Obtaining Liability Insurance

The Healing Center plans to contract with Avant Insurance to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. The Healing Center will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, The Healing Center will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. The Healing Center will keep reports documenting compliance with 935 CMR 500.105(10).

The Healing Center

Fitchburg, MA

Company



- The Healing Center will be a destination for:
 - ❖ *Adult-use consumers* looking for the largest variety of high-quality cannabis flower, concentrates and infused products sourced from the best producers in the Massachusetts marketplace.
 - ❖ *Adult-use cannabis “Acceptors”*– those who may not have tried cannabis but would like to and are generally in favor of legalization. *Acceptors make up 29% of the consumer market.
 - ❖ *Early Adopters* – consumers searching for the newest cannabis products, accessories and services.
- Market demand exceeds supply, making this a very attractive investment.
- We recognize that the highly-regulated Massachusetts market often presents (sometimes unforeseen) hurdles. Utilizing the experienced consultants from **CannAssist Consulting Group, LLC** will save The Healing Center, and investors, time, energy and capital.

Our Partner: CannAssist Consulting Group, LLC

CannAssist is comprised of cultivation experts, business professionals, and former CCC regulators to help you succeed in this emerging industry. To date, CannAssist has developed over 200,000 square feet of cultivation, product manufacturing and retail space in the Commonwealth of Massachusetts with another 70,000 square feet of cultivation canopy to come on-line in the near future. Included in service contract:

- Siting of facility and dealing with municipality.
- Design and build of your facility: cultivation, extraction, infusion, retail.
- Drafting your business plan, projections and budgets.
- Security and monitoring.
- Compliance and training.
- Operations and sourcing wholesale products.

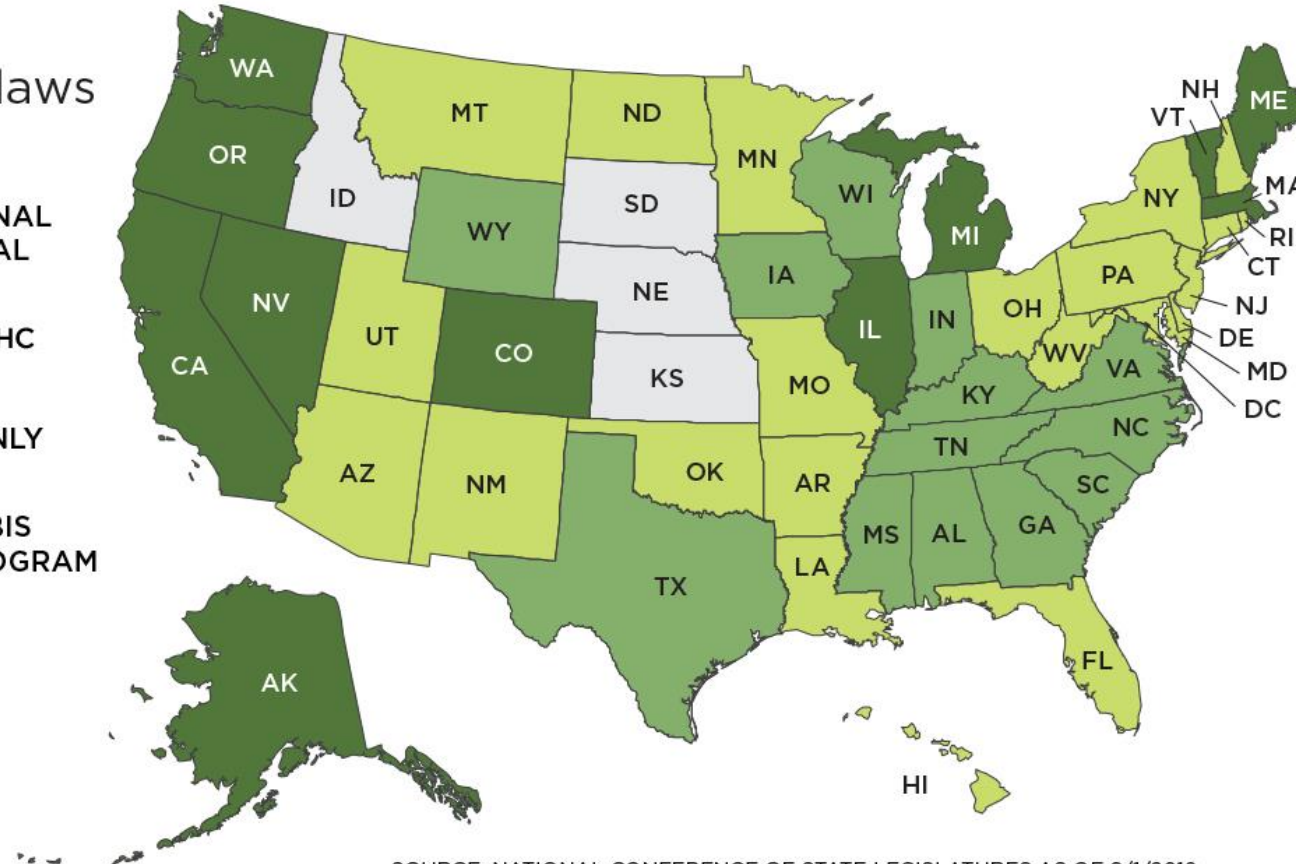
CannAssist will save you time and money navigating the most strictly regulated state in the US legal cannabis market.



Status by State

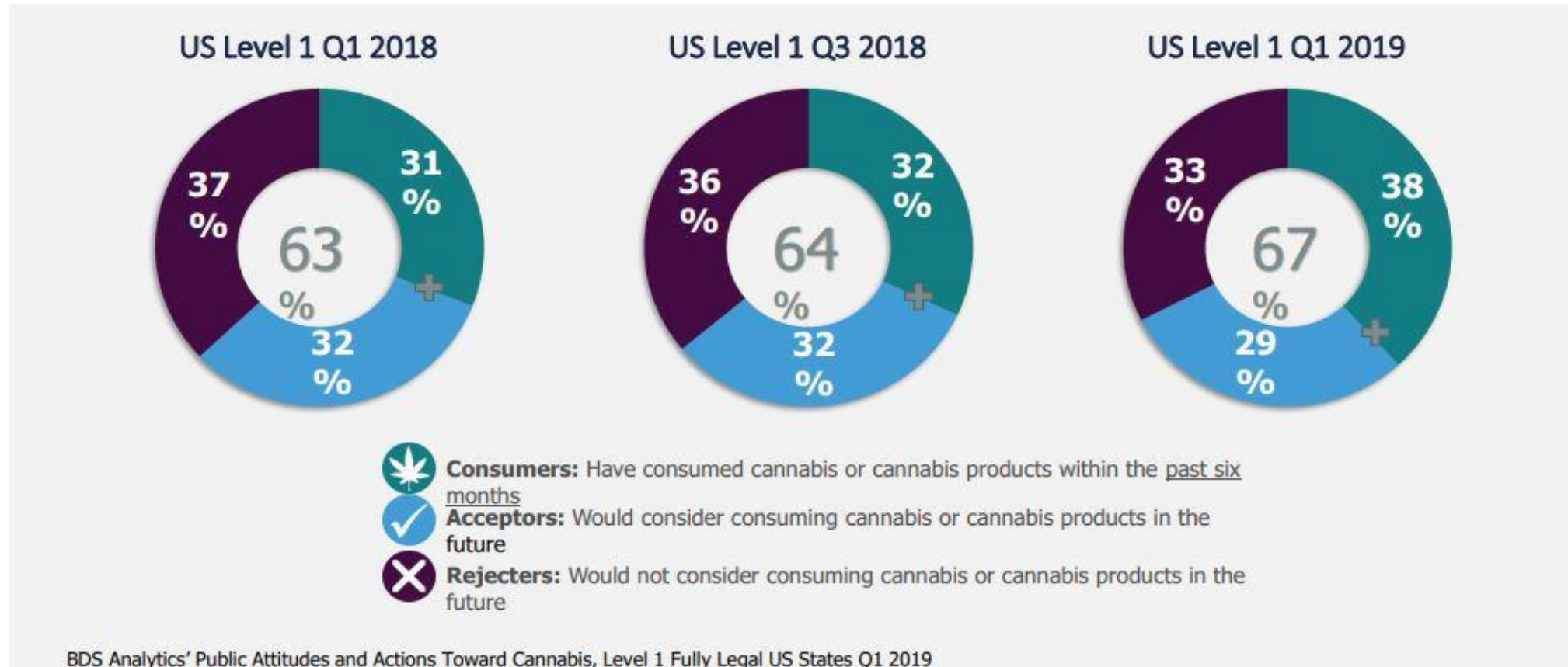
Current
marijuana laws
by state

- RECREATIONAL
AND MEDICAL
- CBD/LOW THC
- MEDICAL ONLY
- NO CANNABIS
ACCESS PROGRAM

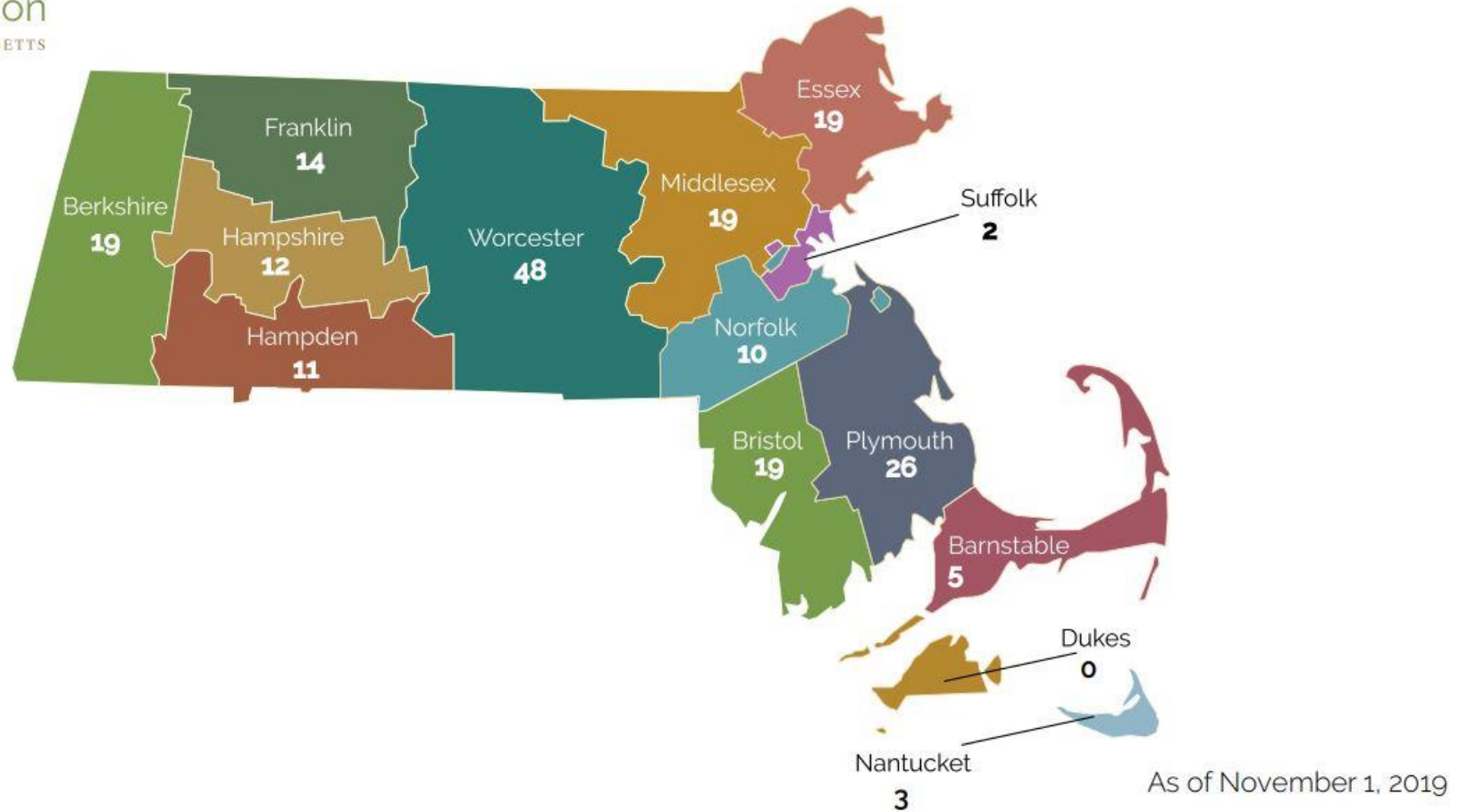


SOURCE: NATIONAL CONFERENCE OF STATE LEGISLATURES AS OF 8/1/2019

Consumers & Acceptors on the Rise



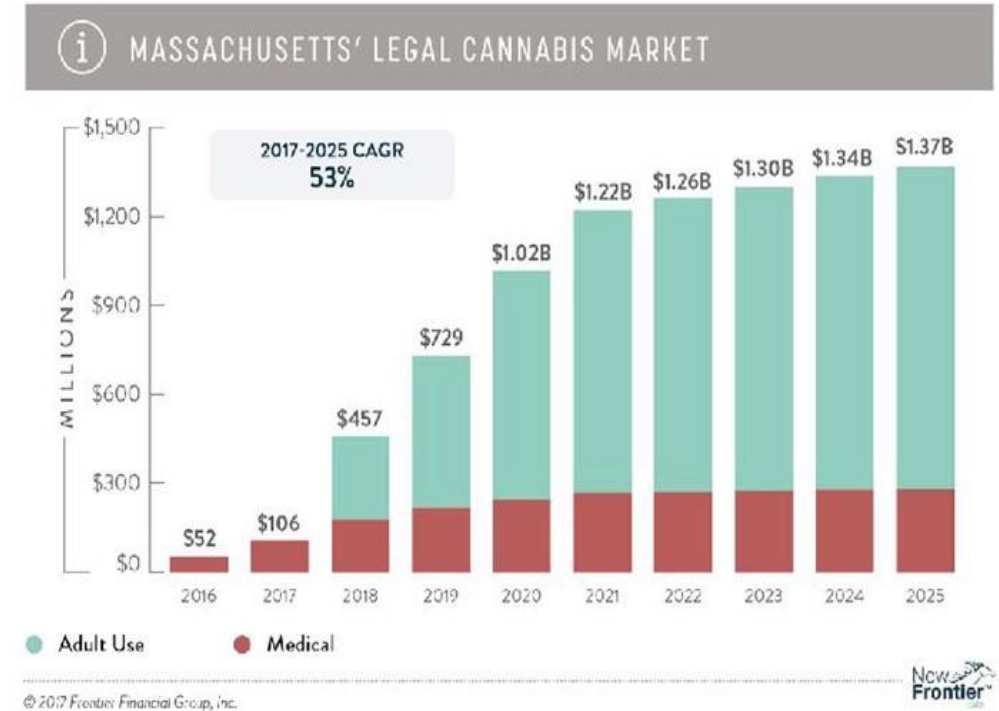
Number of MA Licenses Approved by County



Market Overview and Opportunity

Our goal is to become a top destination for consumers in the Massachusetts legal adult-use cannabis market.

- In Worcester County
 - 825,000+ residents
 - 200+ businesses with >100 employees
- 13 colleges and universities within 30min drive results in:
 - daily commuters from towns near and far
 - student residents
 - year-round residents
- Location
 - near MBTA Commuter Rail and Worcester Regional Airport.
 - close to the NH border = opportunity to participate in the emerging cannabis tourism market.



Revenue (Year One)

# Customers Per Day	400
Average Sale	\$60 per transaction

Adult Use Sales	\$8,736,000
Other Supplies Sold	\$8,000
TOTAL REVENUE	\$8,744,000

Payroll Expenses

PERSONNEL CATEGORY	# FTE	SALARY
Administration	1	70,000
Retail	15	468,000
Accountant/Office/Purchasing	1	40,000
Security	3	135,000
TOTAL SALARIES	20	\$ 713,000
Fringe Rate and Total	28.84%	205,605
TOTAL SALARIES PLUS FRINGE (B+C)		\$ 918,605



Equipment + Working Capital

EQUIPMENT + WORKING CAPITAL	COST	
Security System	100,000	Cameras, wiring, monitors, installation
Safe and Vaults	1,500	Vault doors
HVAC	15,000	
Interior Construction	500,000	Engineers, electricians, fire sprinklers, plumbing, door, interior partitions, ceilings, painting, masonry
Fixtures	25,000	Cabinets, displays
POS Computers	9,000	Computers, printers, scanners
Initial Stocking	250,000	Initial procurement of first round of inventory of flower, concentrates and infused edible and topical products.
Soft Costs	25,000	Legal, consulting, permitting
TOTAL EQUIPMENT + WORKING CAPITAL	\$ 925,500	

Other Expenses

	Year 1 (400 customers/day)	Year 2 (475 customers/day)	Year 3 (550 customers/day)
Cost of Goods Sold	\$ 4,372,000	\$ 5,191,000 (+18.7%)	\$ 6,010,000 (+15.8%)
Equipment + Working Capital	925,500	--	--
Host Agreement	262,320	311,460	360,600
Professional Fees	15,000	15,000	15,000
Compliance Officer	12,000	12,000	12,000
Office Expenses/Supplies	2,400	2,400	2,400
Utilities/Phones	18,000	18,000	18,000
Insurance	20,000	20,000	20,000
Rent	132,000	132,000	132,000
Building Maintenance	5,000	5,000	5,000
Security Monitoring	2,400	2,400	2,400
Website/Marketing	15,000	15,000	15,000
License/Dispensary Card	8,000	8,000	8,000
IT and Software	10,000	10,000	10,000
TOTAL OTHER EXPENSES	\$ 5,799,620	\$ 5,742,260	\$ 6,610,400
PAYROLL EXPENSES	\$ 918,605	\$ 918,605	\$ 918,605
TOTAL EXPENSES (D+E)	\$ 6,718,225	\$ 6,660,865 (-.9%)	\$ 7,529,005 (+13%)

Financial Overview

TAX CALCULATION:	Year 1 (400 customers/day)	Year 2 (475 customers/day)	Year 3 (550 customers/day)
Gross Revenue	\$ 8,744,000	\$ 10,382,000	\$ 12,020,000
Cost of Goods Sold	\$ 4,372,000	\$ 5,191,000	\$6,010,000
Deductible Rent	\$ 52,800	\$ 52,800	\$ 52,800
Host Agreement (3% of Gross Revenue)	\$ 262,320	\$ 311,460	\$ 360,600
Taxable Income	\$ 4,056,880	\$ 4,826,740	\$ 5,596,600
Total Tax (30% of taxable income)	\$ 1,217,064	\$ 1,448,022	\$ 1,678,980

NET CALCULATION:	Year 1 (400 customers/day)	Year 2 (475 customers/day)	Year 3 (550 customers/day)
Gross Revenue	\$ 8,744,000	\$ 10,382,000	\$ 12,020,000
Total Expenses (B+C)+(D+E)	\$ 6,711,330	\$ 7,579,470	\$8,447,610
DIFFERENCE (gross revenue minus total expenses)	\$ 2,951,275	\$ 2,802,530	\$ 3,572,390
Provision for Taxes	\$ 1,217,064	\$ 1,448,022	\$ 1,678,980
Net After Tax	\$ 1,734,211	\$ 2,273,113 (+31%)	\$ 2,812,015 (+23.7%)

Project Timeline

- We currently estimate that the “pre-construction” timeline will last approximately 12 months from application submission date.
- Construction is estimated to last 90 days, depending on the time required to build and ship certain equipment.
- Following construction, we estimate a period of 8 weeks necessary for staff training, inventory procurement + tracking and completing all other tasks necessary in order to begin Adult-Use sales.

DATE	ACTION ITEM	MILESTONES
January 2020	Submit application to CCC	License, Design Drawings, Permits + Funding
December 2020	Receive Provisional License	
January 2021	Begin construction	Menu design and wholesale agreements reached with cultivators + manufacturers.
March 2021	Finish construction	
April 2021	Final CCC Inspection	Receive Final License + opening date for first legal sales.
May 2021	Open for Adult-Use sales	Product sales, successful inventory procurement and compliant inventory receiving + tracking.

The Future.

The Massachusetts adult-use cannabis market is projected to grow to \$1.37 Billion by 2025--*now* is the time to invest in the creation of a recognizable brand with The Healing Center.

Separating recreational from medical operations, if applicable

There will be no medical operations on site, this section is not applicable

Quality Control and Testing

Quality Control

The Healing Center will comply with the following sanitary requirements:

1. Any The Healing Center agent whose job includes contact with marijuana or nonedible marijuana products, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any The Healing Center agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. 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 Healing Center's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in The Healing Center's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Healing Center's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. The Healing Center will ensure that litter and waste is properly removed and 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 will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. The Healing Center's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Healing Center's facility will have adequate safety lighting in all storage areas, as well as areas where equipment or utensils are cleaned;

8. The Healing Center's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. The Healing Center will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will 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. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. The Healing Center will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. The Healing Center's plumbing will 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 will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. The Healing Center will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. The Healing Center will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. The Healing Center will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

The Healing Center's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will 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).

The Healing Center will ensure that The Healing Center's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

The Healing Center will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to

deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by The Healing Center to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

The Healing Center will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of The Healing Center's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of The Healing Center's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

The Healing Center's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

The Healing Center will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of The Healing Center's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to The Healing Center for disposal or by the Independent Testing Laboratory disposing of it directly.

Recordkeeping Procedures

General Overview

The Healing Center has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of The Healing Center documents. Records will be stored at The Healing Center in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that The Healing Center is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of The Healing Center's quarter-end closing procedures. In addition, The Healing Center's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:

- Annual Report
 - Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with The Healing Center, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with The Healing Center and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - 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;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.

- Handling and Testing of Marijuana Records
 - The Healing Center will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - The Healing Center will use METRC to maintain real-time inventory. METRC inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, The Healing Center will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by The Healing Center for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, The Healing Center will create and maintain a written record of the date, the type and

quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two The Healing Center agents present during the disposal or handling, with their signatures. The Healing Center will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

- Transportation Records

- The Healing Center will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

- Agent Training Records

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

- Closure

- In the event The Healing Center closes, all records will be kept for at least two (2) years at The Healing Center's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, The Healing Center will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

- Written Operating Policies and Procedures: Policies and Procedures related to The Healing Center's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of The Healing Center's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.

- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be sold, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to The Healing Center operations, which will be reported to the Commission; or
 - 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 another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of The Healing Center, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on The Healing Center's website.
- Policies and procedures for the handling of cash on The Healing Center premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation 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 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.

Record-Retention

The Healing Center will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

QUALIFICATIONS AND TRAINING

The Healing Center will ensure that all employees hired to work at a The Healing Center facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner prior to performing job functions.¹

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal 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.

The Healing Center will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that The Healing Center discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and The Healing Center will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of The Healing Center's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually. All new employees will be required to complete this program within 90 days of being hired. Records, and documentation of successful completion of this course will be retained for four years, and be available for the Commission's inspection upon request.²

All of The Healing Center's current owners, managers, and employees will attend and successfully complete a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of

¹ In accordance with the requirements set forth in 935 CMR500.105(2)

² In accordance with the requirements set forth in 935 CMR500.105(2)

responsible vendor training to marijuana establishment agents. The Healing Center's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. The Healing Center's owners, managers, and employees will then successfully complete the program once every year thereafter. The Healing Center will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. The Healing Center's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, The Healing Center's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

Record Keeping and Recording

Pursuant to 935CMR500.105(2){b}, The Healing Center owners and managers shall complete a Responsible Vendor program: Within 90 days of hire, all The Healing Center-ME agents will complete a Responsible Vendor Program to become

designated a "Responsible Vendor." All owners, managers and employees will complete the "Responsible Vendor" program on an annual basis. Records of Responsible Vendor training will be kept for four years and made available to the Commission.

STAFFING PLAN

The Healing Center's Staffing Plan is separated into four necessary tracts to fully capture the information that the City of Fitchburg should know:

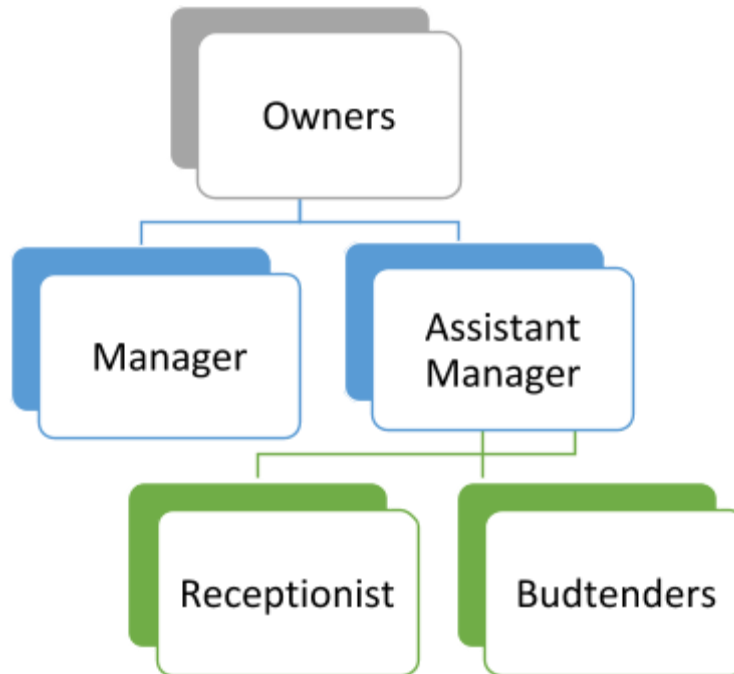
1. Recruiting;
2. Vetting,
3. Staff Structure, and
4. Staff Expectations.

The Healing Center as a community partner, The Healing Center will source as many of its jobs as possible from the local Fitchburg candidate pool.

Fitchburg is home to the MassHire North Central Career Center, which is a dedicated workforce location that helps connect local employers with the North Central (including Fitchburg) workforce. The Career Center provides a highly effective, efficient, and locally targeted platform to post job advertisements for all our staffing needs. This will be our primary source for the recruitment of employees. As well, The Healing Center intends to contact the various Offices of Unemployment in Worcester County as a further avenue for the advertisement of job opportunities. This will help us capture more of the local employment market that may be missed through other means:

All staff, regardless of level, will be fully vetted through rigorous background checks, pre-employment screening, interviews, and reference checks. The vetting will be conducted in accordance with the requirements of the CCC as well as the Massachusetts General Code. We will conduct a background check annually at the employee's annual review, and every employee must sign an affidavit swearing to notify management of any criminal or civil incident affecting them within 24 hours. All records related to each employee (application materials, background checks, annual reviews, etc.) will be kept as records in the same manner as all other records.

The structure of staff will be as follows:



We will need to staff for the following positions, whose responsibilities are enumerated below:

Manager (x1):

The Manager will have the most important role in the business, as they will oversee all aspects of its smooth operation, development, and compliance. The Manager will have extensive background in managerial experience in either a highly similar industry or within the cannabis retail industry itself. If the Manager is not itself filled by an owner, they will report directly to the owners. The following responsibilities and qualifications will fall under the Manager role:

Responsibilities:

- Opening the store at the appropriate hours
- Preparing the store for the daily business
- Receive and review product, move product between space, interacting with Track and Trace software at all points
- Convene with security and staff to review any concerns, questions, or updates
- Meet with vendors and contractors to discuss operations, products, and strategies

- Work the Sales Room floor, assist customers with product selection and purchasing
- Intake all product from distribution companies and update track-and-trace records
- Move product about the facility as needed, and assist in the loading of delivery vehicles
- Set employee and product delivery schedules

Qualifications:

- 2-3 years in progressively responsible retail experience, including at least three years in a management position
- Ability to manage a team of staff members at a time during normal business hours in a fast paced, heavily regulated environment
- Experience in inventory management and reconciliation
- Excellent oral and written communication skills
- Proficient computing skills
- Innate desire to achieve success and a work ethic to match
- Ability to critically think and problem solve without direction
- High level of integrity
- Associates' Degree in business, management, or related areas
- Experience working in a heavily regulated industry

Assistant Manager (x2):

The Assistant Manager will have the second most important role in the business, as they will assist in the oversight of many fundamental aspects of the business. The Assistant Manager will have a relatively background in managerial experience in either a highly similar industry or within the cannabis retail industry itself. If the Assistant Manager is not itself filled by an owner, they will report directly to the owners. The Assistant Manager's responsibilities and qualifications will include:

Responsibilities:

- Takeover shifts for the manager as needed
- Aid in the product intake process
- Review inventory and work with sales representatives to acquire new product and replenish existing product stock
- Work the sales floor and assist customers with product decisions and purchases
- Assist the manager in larger business decision making
- Collect cash and card receipts from registers and drop in the safe throughout the day and at the end of the day
- Close out all registers the end of the day and run reports
- Close store at the end of business and perform facility walkaround with security

Qualifications:

- Must be 21 years old
- Must pass any and all background checks
- At least two years of retail management experience
- Superior customer service skills
- Ability to communicate clearly, calmly, and in a positive and informative manner; ability to effectively engage with a diverse population of patients, colleagues, vendors, regulators, community members, and other stakeholders

- Computer & equipment operations necessary for running an office / retail center (POS systems; Word; Excel; office equipment such as copiers / telephone systems)
- Math skills necessary for basic inventory and cash management
- Excellent attention to detail
- Thrives when performing job duties in a fast-paced environment; stays even-keeled during stressful times
- Ability to effectively plan and prioritize
- Extended time standing, walking, bending, and reaching
- Ability to lift and carry up to 50 pounds over a distance of 100 feet
- Reliable transportation

Receptionist (x2):

The Receptionist will be the first face the customer sees when they enter the facility. The Receptionist will be the cheerful and friendly face of the business, and will interface with customers the most, both over the phone and in person. The Receptionist's responsibilities and qualifications will include:

Responsibilities:

- Greeting customers and checking their identification visibly and through a scanner
- Provide customers with new customer intake forms and compile their customer profiles online
- Control access between the Reception Area and the sales-room via a buzz-in system
- Answer phone calls from customers and vendors
- Assist customers with general questions about products and sales
- Tidy up the Reception/Lobby Area as needed

Qualifications:

- Must be at least 21 years of age
- Authorized to work in the United States
- High School Diploma or equivalent
- Helpful attitude and friendly demeanor
- Experience frequently interacting with customers, fulfilling customer requests and addressing customer issues, questions, or suggestions
- Able to lift and carry at least 50 pounds, reach arms above head, and stand for up to eight hours a day
- Strong organizational and time management skills
- Excellent communication, customer service, and problem-solving skills, including the ability to maintain composure under stress
- Excellent telephone skills
- Solid computer and internet skills, including Microsoft Office suite

- Must be able willing and able to pass all required background checks.

Sales Associates/Budtenders (x5):

Budtenders will work with customers in learning about products, making product selections, and checkout. Budtenders will need no prior experience in retail or cannabis spaces, as we will provide all necessary training. The full list of the Bartender's responsibilities and qualifications include:

Responsibilities:

- Learn and impart knowledge about products to customers, addressing any questions and concerns they have
- Interact with customers in a friendly and courteous manner
- Present customers with products for inspection using the appropriate procedures
- Assist and guide customers on purchases based on their needs
- Use basic accounting and math principles in completing transactions with customers
- Work with managerial staff on product issues and stock replenishment
- Be vigilant of potential security concerns and diversion risks
- Maintain the Sales Room in a clean and professional manner

Qualifications:

- Prior experience in the recreational cannabis industry preferred but not required.
- Per state law, must be at least 21 years of age.
- Resident with a current valid State-issued ID or Driver's License.
- Provide necessary documentation for employment in the United States.

As far as what is expected of staff once hired, we invite the City to review the attached Employee Handbook in Appendix A.

Diversity Plan

The Healing Center 346 River St., Fitchburg, MA 01420

Overview

At the Healing Center, we strive to reflect diversity in all activities, programs, and services regardless of race, creed, color, religion, national origin, sex, sexual orientation, gender identity, age, or disability status. We believe that embracing and celebrating our differences enriches the quality of the work experience and enhances our own personal and professional relationships.

Throughout our entire organization, diversity and inclusion are the threads with which we weave the tapestry of cultural inclusion for our employees, customers, and vendors to see and experience. The Healing Center realizes Equal Employment Opportunity (EEO), Affirmative Action (AA) and Diversity are critical components in creating an inclusive work environment.

The Healing Center values its human resources above all else. The combined sum of the individuality, life experiences, knowledge, resourcefulness, innovation, self-expression, novelties and talent that our employees put into their work represents a significant part of not only our culture, but our reputation and company's potential achievement as well.

The Healing Center is dedicated to promoting equity in its operations for diverse populations. The Healing Center has identified its target demographic goal as the following:

- Minorities (30%);
- Women (20%);
- Veterans (20%);
- People with disabilities (15%); and
- Individuals in the LGBTQ+ population (5%).

The Healing Center's diversity initiatives are applicable, but not limited to, our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.

Diversity Plan

The Healing Center 346 River St., Fitchburg, MA 01420

- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

To support the aforementioned populations, The Healing Center has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in The Healing Center’s operations.

Goals

In order for The Healing Center to promote equity for the above-listed groups in its operations, The Healing Center has established the following goals:

1. **Increase the number of individuals who fall into the above-listed groups who work at The Healing Center and its affiliates.** As part of the employment process, The Healing Center will give each prospective employee the opportunity to complete a self identification form, to enable reporting on the success metrics of the company. This document will be kept separate from any personnel application, and will be used solely to record composition of the workforce, and effectiveness of initiated programs. Although we are a small company at this stage, (<10 Employees). We will have hiring statistics, and breakdown available for inspection on demand.
2. **Provide at least 2 training sessions per year with supporting documentation to maximize success in employment, and advancement.** The healing center will initiate and execute a minimum of 2 job specific training programs per year. Depending on the program, specific success metrics will be established. The effectiveness of each program will be evaluated quarterly. If effective, it will be continued, if ineffective, the program will be replaced, or revised to meet stated goals.
3. **Encourage 100% active participation in cultural awareness, diversity, and inclusivity training, and programs throughout the Healing Center’s workforce, and the community.** Included in the diversity and inclusion training program for employees, exercises will be included to enlighten employees about the benefits to a diverse workforce. Our goal is 100% participation, and each employee achieving a score of 70% or better on a post course exam.

Diversity Plan

The Healing Center 346 River St., Fitchburg, MA 01420

4. **Provide at least 1 opportunity for the above listed groups to participate in the ownership and / or operation of a marijuana facilities throughout the Commonwealth on.** Employees will have the opportunity to advance within the company. We are hopeful that within the next 1-3 years, we will be able to enroll at least 3 people in a management training program, and at least 1 will be able to take part in an ownership opportunity.

Programs

The Healing Center has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

- Host or attend job fairs annually that target minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations.

As Job positions become available, The fairs we¹ will attend are but not limited to:

- Fitchburg Job Fair
- ClearanceJobs Virtual Career Fair
 - United Career Fairs
 - Fitchburg State University Career Fairs
- **Diversity and Inclusivity Training:** All new Healing Center Employees will each attend a class on diversity in the workplace when they are hired, and yearly as a condition of their continued employment. Healing Center Employees will each receive literature, and internal workplace newsletters that encourage employees to recommend individuals falling into one of the above listed demographics for employment listed above
- **Marketing and promoting**
Available job openings will be promoted at media outlets, and establishments that specialize in hiring diverse workers. Some of them include taprecruit.co, blackjobs.com, African-American careers, etc.
- The Healing Center is developing a special program that will enable people identified above to take part in management / ownership of new facilities²

¹ At least 2 employees will represent The Healing Center at each job fair, in hopes to attract a diverse and inclusive talent base.

²The healing center is in the process of developing a program to assist with ownership. We are currently in the research phase, and will have a more developed plan prior to opening.

Diversity Plan

The Healing Center 346 River St., Fitchburg, MA 01420

- The Healing Center has plans to establish relationships with the many groups in the state with a member base that is diverse, and inclusive. The purpose being to Network with the constituencies for employment purposes, Provide employment information and opportunities, and Provide Mentorship, and management training to interested parties. Some of the initial groups to join will be.
 - Fitchburg Cultural Alliance
 - Asian Cultural Society
 - Gay Straight Alliance
 - Mass Cultural Council, Fitchburg
 - World Integrated Nations
- In addition, there are facebook pages, groups, chat rooms, WhatsApp groups and websites for such organizations where members engage in discussions which provide a platform to network with members from diverse backgrounds. Moreover, the monthly meetings, rallies, awareness sessions, etc also provide opportunities to engage and network with the diverse member-base of different groups.
- The online training can be done by Affirmity Company or a similar company that specializes in the field. Likewise, the in-person training for a diversity and inclusion can be done by contacting respected firms such as Hirsch Roberts Weinstein and/or Dave Wilson. The members can sign up for the Labor and Employment Services Program which helps employers stay compliant with laws and includes regular trainings throughout the year.

Measurements

The Human Resource Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure The Healing Center continues to meet its commitments. Such measurable outcomes, in accordance with The Healing Center's goals and programs described above, include but shall not be limited to:

- Number of job fairs hosted or attended, and number of The Healing Center's employees that attend each job fair.
- Number of internal diversity and inclusion training held annually, and the number and percentage of employees that attended each training.
- Total number of job descriptions created and reviewed at least once annually for consistency with inclusivity goals.
- The Total Number of Participants at inclusion events
- Total number of people participating in any ongoing mentoring/education/enrichment program outside of the internal employees

Diversity Plan

The Healing Center 346 River St., Fitchburg, MA 01420

The Healing Center, as part of the execution, and implementation process will design program/campaign specific measurable metrics. At the end of each campaign, The Healing center will review results, and make adjustments to improve effectiveness on the next implementation.

The **Store Manager, Investors, and Key Employees** will review and evaluate The Healing Center's measurable outcomes no less than quarterly to ensure that The Healing Center is meeting its commitments. The Healing Center is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon annual renewal.

On an ongoing basis to ensure The Healing Center can meet its commitments, The Healing Center shall continually collect data and do analysis to determine the specific changes required to adjust the program and correct any failures to meet the stated commitment. The Healing Center will redesign its strategy to match its business objectives and to meet the requirements set forth in 935 CMR 500.105(4). Once implemented, the redesigned initiative(s) will be subject to quarterly evaluation and continuing audit to ensure goals are met.

The Healing Center welcomes any input and guidance from the Commission and is open to any and all suggestions that will improve the implementation, and outcome of the plan.

Diversity and Inclusion Training

Topics of Discussion³

Core Subjects of Discussion

The topics that will be discussed during the diversity training shall include but not be limited to the following:

1. Culture-Driven Team Building
2. Diversity and Inclusion In the Workplace
3. Women in Leadership: Inspiring Positive Change
4. Personality Types at Work
5. Gender and Sexuality: Diversity and Inclusion in the Workplace

³ As requested by the CCC in RFI dated 7/24/2020.

Diversity Plan

The Healing Center 346 River St., Fitchburg, MA 01420

6. What does it mean to identify as Transgender or Gender Non-Conforming (TGNC)
7. Optimizing Diversity on Teams
8. Phases of diversity dexterity
9. Attitudes, skills, and knowledge supporting diversity
10. Unconscious biases
11. Ethnocentric and ethno-relative mindsets
12. Elements of diversity and inclusion
13. Disability Awareness and Support

Additional Topics of Discussion

1. Creating Common Company Goals
2. Encouraging and Embracing different ways to solve problems
3. Identifying Prohibitive Language and Unconscious Biases
4. Keys to Inclusive Communication in a diverse environment
5. Acceptance and Respect
6. Accommodation of Belief
7. Benefits of a Diverse Workforce
8. What is a Disability?
9. Accommodating Different Types of Disabilities
10. Gender Identities
11. Harassment Policies
12. Ethnic and Cultural Differences
13. Gender Equality
14. Physical and Mental Disabilities
15. Generation Gaps
16. Language and Communication

Acknowledgements

- The Healing Center 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.

Diversity Plan

The Healing Center 346 River St., Fitchburg, MA 01420

- Any actions taken, or programs instituted by The Healing Center will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b), The Healing Center will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. (Unless the establishment is co-located with a Medical Marijuana Treatment Facility) Upon entry into the premises of the marijuana establishment by an individual, The Healing Center agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

In the event The Healing Center discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l).

The Healing Center will not hire, nor employ any individuals or registered agents who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1), and/or 935CMR 500.029.

Pursuant to 935 CMR 500.105(4), The Healing Center will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. The Healing Center will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. The Healing Center will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **"For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana."** Pursuant to 935 CMR 500.105(6) (b), The Healing Center packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. The Healing Center's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Personnel Policies

Including Background Checks

Staffing Plan

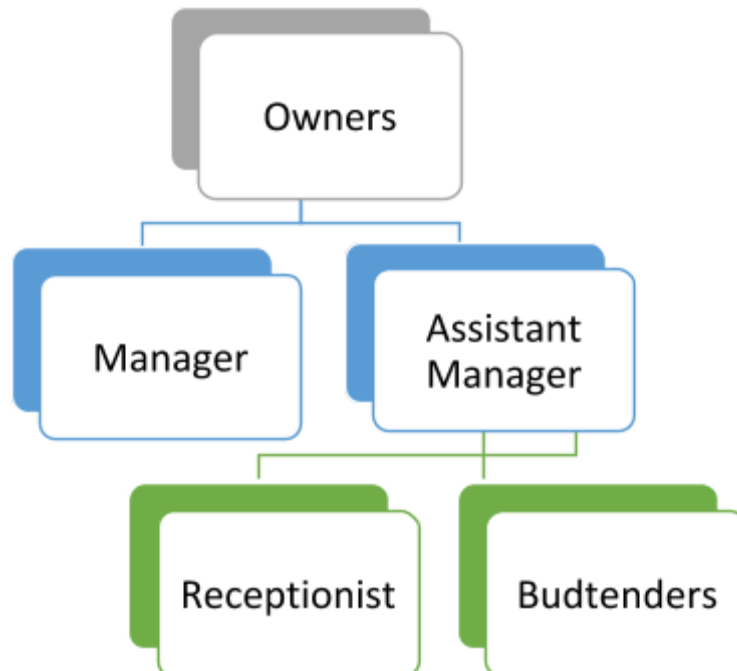
The Healing Center Staffing Plan is separated into four necessary tracts to fully capture the information that the Commission should know: 1. Recruiting, 2. Vetting, 3. Staff Structure, and 4. Staff Expectations.

The Healing Center is committed to diversity in the workplace, and is looking forward to not only having a positive impact on the community but becoming a local partner within the community. The Healing Center in will source as many of its job as possible from the local Fitchburg candidate pool.

Fitchburg is home to the MassHire North Central Career Center, which is a dedicated workforce location that helps connect local employers with the North Central (including Fitchburg) workforce. The Career Center provides a highly effective, efficient, and locally targeted platform to post job advertisements for all our staffing needs. This will be our primary source for the recruitment of employees. As well, The Healing Center intends to contact the various Offices of Unemployment in Worcester County as a further avenue for the advertisement of job opportunities. This will help us capture more of the local employment market that maybe missed through other means.

Staffing Structure - Employees

The structure of staff will be as follows:



Personnel Policies

Including Background Checks

Employee Job Descriptions:

We will need to staff for the following positions, whose responsibilities are enumerated below:

Manager (x1):

The Manager will have the most important role in the business, as they will oversee all aspects of its smooth operation, development, and compliance. The Manager will have extensive background in managerial experience in either a highly similar industry or within the cannabis retail industry itself. If the Manager is role not itself filled by an owner, they will report directly to the owners. The following duties will fall under the Manager role:

- Opening the store at the appropriate hours
- Preparing the store for the daily business
- Receive and review product, move product between space, interacting with Track and Trace software at all points
- Convene with security and staff to review any concerns, questions, or updates
- Meet with vendors and contractors to discuss operations, products, and strategies
- Work the Sales Room floor, assist customers with product selection and purchasing
- Intake all products from distribution companies and update track-and-trace records
- Move product about the facility as needed, and assist in the loading of delivery vehicles
- Set employee and product delivery schedules

Assistant Manager (x2):

The Assistant Manager will have the second most important role in the business, as they will assist in the oversight of many fundamental aspects of the business. The Assistant Manager will have a relatively background in managerial experience in either a highly similar industry or within the cannabis retail industry itself. If the Assistant

Personnel Policies

Including Background Checks

Manager is role not itself filled by an owner, they will report directly to the owners. The Assistant Manager's duties will include:

- Takeover shifts for the manager as needed
- Aid in the product intake process
- Review inventory and work with sales representatives to acquire new product and replenish existing product stock
- Work the sales floor and assist customers with product decisions and purchases
- Assist the manager in larger business decision making
- Collect cash and card receipts from registers and drop in the safe throughout the day and at the end of the day
- Close out all registers the end of the day and run reports
- Close store at the end of business and perform facility walkaround with security

Receptionist (x2):

- The Receptionist will be the first face the customer sees when they enter the facility. The Receptionist will be the cheerful and friendly face of the business, and will interface with customers the most, both over the phone and in person. The Receptionist duties will include:
- Greeting customers and checking their identification visibly and through a scanner
- Provide customers with new customer intake forms and compile their customer profiles online
- Control access between the Reception Area and the Sales Room via a buzz-in system
- Answer phone calls from customers and vendors
- Assist customers with general questions about products and sales
- Tidy up the Reception/Lobby Area as needed

Sales Associates/Budtenders (x5):

Budtenders will work with customers in learning about products, making product selections, and checkout. Budtenders will need no prior experience in retail or cannabis spaces, as we will provide all necessary training. The full list of Budtenders responsibilities include:

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- Learn and impart knowledge about products to customers, addressing any questions and concerns they have
- Interact with customers in a friendly and courteous manner
- Present customers with products for inspection using the appropriate procedures
- Assist and guide customers on purchases based on their needs
- Use basic accounting and math principles in completing transactions with customers
- Work with managerial staff on product issues and stock replenishment
- Be vigilant of potential security concerns and diversion risks
- Maintain the Sales Room in a clean and professional manner

Expectations of staff

What is expected of staff once hired, we invite the Commission to review the attached Employee Handbook.

External Subcontractors

Security Personnel

The Healing Center will have a third-party security contractor provide security for the premises. The scope of this contract will include security personnel posted outside the second entrance of the building, and a requisite part of that posted security personnel's job description will be to check the identification of any and all parties that intend to enter the premises.

Security Guards

The Healing Center will be using a third-party security personnel company, Helix Security. Helix Security is a Massachusetts-based, licensed and certified security provider with a breadth and depth of experience in meeting security needs. Helix "exclusively employs military, law enforcement, security, and corrections veterans trained by former SWAT Officers, that are able to bring a myriad of real-world experience with armed or unarmed skill sets to your cannabis business." From front-desk security and general patrol to training and compliance matters, Helix will be in charge of storefront entrance security and ID checking, and roving interior and exterior security at varying daily intervals at a minimum of every hour.

The Healing Center will verify that all Helix provided security guards are at least 21 years of age or older, have no criminal history and have been fully vetted regarding their background, are licensed to provide security services, and have prior experience in security services for retail locations.

Security guards employed by us through Helix will not be armed.

We invite a review of the quality and quantity of cannabis-specific security measures and experience that Helix offers at:

<https://helixcannabissecurity.com/cannabis-business-security/>.

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Specialized Personnel Training

Marijuana Establishment Agents

The Healing Center will require all marijuana establishment agents to complete job training, tailored to the roles and responsibilities of the individual job function(s), prior to performing job functions.

Pursuant to 935CMRS00.105(2)(b), The Healing Center owners and managers will complete a Responsible Vendor program. Within 90 days of hire, all The Healing Center-ME agents will complete a Responsible Vendor Program to become designated a "responsible vendor." All owners, managers and employees will complete the "Responsible Vendor" program on an annual basis. Records of Responsible Vendor training will be kept for four years and made available to the Commission.

Additional training will include:

- Effects of marijuana on the body including amount of time to impairment, recognizing visible signs of impairment.
- Diversion prevention including prevention of sales to minors.
- Compliance with tracking requirements
- Applicable forms of identification including; how to check identification and spot false id's If applicable, understanding medical cards issued by the DPH, provisions for confiscating fake IDs and common mistakes made in verification.
- Understanding state laws and rules including local and state licensing enforcement, incident notification requirements, administrative and criminal liability, licensee sanctions, waste disposal in accordance with 935CMR500.105(12), health and safety standards in accordance with 935CMRS00.105(3), the prohibition of patrons bringing marijuana products to a marijuana establishment, permitted hours of sale, conduct of establishment permitting inspections, responsibility for activities occurring within the licensed premises, record maintenance and prohibited purchases and practices.

Security Staff

Personnel hired specifically to manage security on the premises will be trained in the use of the Incident Command System (ICS) and the National Incident Management System (NIMS) to increase effectiveness in interactions with emergency response

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personnel. Coursework will include at a minimum IS-700 NIMS, an Introduction; ICS-100 Introduction to the Incident Command System; and ICS-200 ICS for Single Resources and Initial Action Incidents.

Security employees may take the courses at work or at home and will be compensated for the number of hours indicated as the course length on the FEMA training website upon providing documentation that each course has been completed.

Operating Policies and Procedures

Product Intake

Upon the notification of a third-party product delivery, an employee will grant them access by unlocking a secured, vendor-exclusive garage roll-up door, which leads to the Loading Dock, and Product Intake area. The vendor's driver must wait for an employee to grant them access and remain with them through all steps of the delivery intake process. The Product Intake Area is a Limited Access Area and the presence of a The Healing Center employee is required. The distribution vendor making the product delivery will be able to pull in and park in the exclusive Product Intake Area for the off-loading and intake of product. The distribution vehicle and the product are safe and secure in this area while the vendor unloads. An employee will stay with the vehicle and driver at all times while unloading.

Product shall stay in the Product Intake room until is fully inspected, inventoried, and accepted. The managerial staff will move the product to the Vault after the delivery vendor leaves the premises.

Managerial staff will review the invoice with the third-party product delivery driver to ensure it accurately reflects the order that was placed. If there is a discrepancy in what was ordered as evidenced on the invoice, that specific product will be sent back with the vendor.

Managerial staff will account for all product by inspecting the physical product invoice as well as entering all delivered product information into the Indica Online Track-and-Trace software. All packaging and labeling of these products will be cross-referenced with the information in the Track-and-Trace system to ensure it is accurate, as intended, accounted for, and has passed testing. This cross-referencing of information includes packaging, labeling, previous and current sales of cannabis goods through licensees, and Independent Testing Lab (ITL) results.

Product will be refused by The Healing Center if the labeling is non-compliant. There are two ways in which compliance is determined. First, if the label does not include the necessary required information, like cannabis amounts and expiration dates. Second, if the ITL results details do not match with product labeling. We consider this a failure in labeling as the product is not being adequately represented on its label and is thus non-compliant. Not only would the acceptance of these products make us non-compliant, but also undermines our reputation as a provider of quality products. In addition, if the packaging is damaged, tampered with, or clearly appealing to children, it will be refused. The exact grounds of refusal for product for non-compliance on any of these planes is expanded in Item G below.

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Additional grounds for refusal include product degradation and expiration. These non-compliant products will be sent back with the distributor, the Track-and-Trace and internal records will be updated to reflect the refusal, and the reason for the refusal will be noted.

Once all physical product is verified for quality, compliance, and Track-and-Trace history, it is accepted into our inventory. Managerial staff will record in the Track-and-Trace system via Indica Online the following product information:

- Name and type of the cannabis goods received
- Unique identifier of the cannabis goods received
- Amount of the cannabis goods, by weight or count received
- Date and time of the activity or transaction from the Distribution licensee
- Name and license number of other licensees involved in the activity or transaction

The above information is legally required to be reported. However, we have found that it is best practice to record several additional pieces of information in Track-and-Trace records. This includes the following:

- Name, license number, and premises address of the originating licensee
- Name, license number, and premises address of the licensee transporting cannabis goods
- The Healing Center name, license number, and premises address as the destination licensee that received the cannabis goods
- Driver's license number of the personnel transporting the cannabis goods, and the make, model, and license plate number of the vehicle used for transport
- Product description
- Expiration date on each item added to inventory
- Price paid for the products

The recording of all this information in the Track-and-Trace software makes all the stages and pieces of information required by law fulfilled and then some. This information is tracked right up until the point of sale, giving a very accurate accounting of product for the weekly inventory cycle reconciliation we will perform.

Delivery vendors must sign the Delivery Log sheet, which will require their name, licensee name, licensee number, date and time. All product distribution deliveries will only occur between our normal business hours.

Once the delivery is completed, the distribution driver has departed, and the door secured, the product can then be moved into the Vault. Managerial staff will perform this action, and get the product cataloged, sorted, and stored.

Access

Employee Access Levels

A Controlled Access Point (CAP) is an area within the premises in which The Healing Center controls the access based on the needs of an individual to be in that area. This applies to employees, vendors, customers, and law enforcement. The Healing Center staggers its CAP designations in levels. How the CAP Levels at our facility are structured and a list of the areas that will be designated as such are as follows:

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- ❖ Level 1 CAP: customers, agents of the CCC, state and local law enforcement, emergency personnel, and vendors only allowed with direct employee supervision; all employees allowed (Retail Area, Reception)
- ❖ Level 2 CAP: agents of the CCC, state and local law enforcement, emergency personnel, and vendors only allowed with direct employee supervision (no customers/public allowed); all employees allowed (Product Intake Area, Office, Conference Room)
- ❖ • Level 3 CAP: agents of the CCC, state and local law enforcement and emergency personnel allowed only with direct employee supervision (no vendors or customers/public allowed); employees only allowed with manager/supervisor presence (Storage Area, Server/Electronic Storage Area).

Level 2 and 3 CAPs are what that Commonwealth considers Limited Access Areas (LAAs). As such, access to Level 2 and 3 CAPs/LAAs will abide by all the regulations governing LAAs as promulgated, including:

1. A 12"x12" on the LAA entry door that states "Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel Only" in lettering no smaller than one inch. Access to "Limited Access Areas" (LAA's)
2. One or multiple security cameras that capture the entire vicinity of the LAA, and have a compliant resolution that is strong enough to capture the faces of all individuals in those areas and what activity they are performing Manual and automatic keypad locks. Employees must enter their keycode on the keypad of the door to gain access, as well as use their manual key to unlock the commercial grade lock.
3. All outside vendors, contractors and visitors will obtain a visitor identification badge at their respective points of entry and must wear that badge at all times while on the premises.
4. All outside vendors, contractors and visitors will sign-in at their respective points of entry as noted above. They must also log-in at the entry and exit of each LAA they are being given access to, the employee with them, and the time of entry and exit. They must also sign out when they leave the facility and note the time.

Level 1 CAPs will also be fully security video monitored and alarm armed. The Retail Sales area access will be controlled by a locking mechanism that security and/or an employee can unlock to give customers access to when appropriate.

Employees must enter their unique key codes to disengage the latches and unlock the deadbolt via a normal manual key mechanism. Each employee will have a unique keycodes to gain access to LAA rooms from the door keypads so The Healing Center is able to trace who entered

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what rooms and when. Employee issued keys and keypad codes will be managed through a written or digital log and audited daily by a manager. Only managers will be allowed to take keys or electronic access credentials off-site.

All interior doors accessing a limited access area as defined above will remain closed and locked when not in immediate use by an authorized employee. The LAA/CAP and exterior door access points (except the Public Entrance) will lock automatically upon closure from the outside. Additionally, we will have a roving security patrol that will monitor the entirety of the property and facility perimeter at least once an hour. These interval security patrols will look for any suspicious, out of place, and evident attempts to access the facility. All of these measures will keep access to our premise as a whole and in specific areas of the premises fully controlled to prevent theft, minor access, product diversion, or any other potential criminal activity. Employee Identification Badge All employees or others operating on behalf of The Healing Center will display a laminated badge issued by The Healing Center at all times on the business premises or while representing The Healing Center at off-site locations.

The badge will include:

1. The Healing Center name and license number.
2. The employee's full name.
3. The Healing Center-assigned employee identification number.
4. A color photo of the employee that is at least 1.5" in height x 1" in width and clearly shows a front view of the employee's face.
5. The employees title.
6. The employee's access level or a color code that indicates the access level.
7. Optional: a bar code representing the employee's The Healing Center-assigned identification number for use with the inventory system.

Manual Key Issuance Procedure

1. An authorized senior staff member will record the issuance of keys or access cards to a new employee into a security access log (Appendix A).
2. The security access log will include the name of the person being issued the item, the employee's company-assigned identification number, the employee's position/title, the level of access being assigned, date, signature of employee, and the initials of the issuer.
3. If the access permissions are not based on an access level described above, the log will note each location the employee will be able to enter.
4. Extra keys and access cards are to be stored in a vault or safe in the Main Office.
5. All employees issued a key or access card will sign a Key/Key Card User Agreement (Appendix B) attesting to their understanding related procedures.
6. The paper version of the security access log will be stored in a locked location when not in use.

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Limited Access Areas

Establishing limited access areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation;

Surveillance Areas

Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room must be available to the Commission upon request. If the surveillance room is on-site of the Marijuana Establishment it shall remain locked and shall not be used for any other function.

Employees will be trained, and tested on the following :

(4) Limited Access Areas. (a) All limited access areas must be identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height. (b) All limited access areas shall be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the Commission, reflecting entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas. (c) Access to limited access areas shall be restricted to employees, agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, state and local law enforcement and emergency personnel. (d) Employees of the Marijuana Establishment shall visibly display an employee identification badge issued by the Marijuana Establishment at all times while at the Marijuana Establishment or transporting marijuana. (e) All outside vendors, contractors and visitors shall obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a marijuana establishment agent authorized to enter the limited access area. The visitor identification badge shall be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. All visitor identification badges shall be returned to the Marijuana Establishment upon exit.

Access Codes

1. Doors controlled by access codes will lock automatically when closed, requiring a keycode to access them again.

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2. For locations controlled by means of entering an access code into a keypad, each individual will have a separate access code, both to track who is accessing the controlled area, and to allow a single code to be terminated rather than rekeying the entire system after the employee's last day.
3. The issuance of an access code will be recorded in the security access log, including a list or designation which indicates the locations the employee is able to access.

Key Return and Access Termination Procedure

1. Upon learning of an employee's final employment date, an authorized senior staff member will notify all staff involved in maintaining the security system, including the computing security officer.
2. A checklist will be generated by the Sales Manager (SM) with a list of access system items related to the employee that need to be returned or cancelled. As each item is returned or cancelled, the authorized person will check the item off and initial the form.
3. An authorized senior staff member will schedule an exit meeting with the employee, if possible, at the end of the day on the last day of employment.
4. The employee shall return keys or access cards at the exit meeting.
5. The form will be further circulated to those who are responsible for completing the remaining tasks.
6. If an access code has been issued to the employee, it will be removed from the system within 24 hours.
7. If an exit meeting cannot be scheduled with the employee within three days of the employee's last day, the facility's access system will be rekeyed.
8. The security access log and any other related logs will be updated.

Locks/Cabinets/Safes/Vaults

9. All locks on the premises will comply with ANSI/BHMA standards for Grade 1 products or the equivalent.
10. 2. Locks that show evidence of wear or tampering will be replaced within 48 hours,
11. or if an outside vendor needs to replace the locks, a call will be made to the vendor
12. within 24 hours or the next business day.
13. 3. Extra replacement locks kept on the premises will be stored in a locked cabinet to
14. prevent tampering.
15. 4. Storage cabinets holding product or security-related items will be a minimum of 12-
16. gauge steel and be secured to a permanent part of the building or to an adjacent
17. cabinet.
18. 5. Any safe on the premises will be of commercial grade, made of metal, and large
19. enough to store all items or products anticipated on the premises in each secured
20. location. The safe will be securely anchored to a permanent part of the building or
21. weigh more than 750 pounds.

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- 22. 6. A vault refers to an enclosed area or room that is constructed of steel-reinforced
- 23. or block concrete and has a door that contains a multiple-position combination lock
- 24. or the equivalent, a relocking device or equivalent, and a steel plate with a
- 25. thickness of at least one-half inch.

Keys

Prohibiting keys, if any, from being left in the locks or stored or placed in a location accessible to persons other than specifically authorized personnel;

Security System Access

(j) Prohibiting accessibility of security measures, such as combination numbers, passwords or electronic or biometric security systems, to persons other than specifically authorized personnel;

Closing Procedures

The FM will produce a **Closing Procedure Checklist** that will include the following tasks at a minimum.

Ensure that:

1. No one remains in the building.
2. Computers are shut down or have a lock screen on.
3. All doors, gates, safes, vaults and other lockable areas are secure.
4. Surveillance cameras and recording devices are on and operational.
5. Exterior lighting is on.
6. No suspicious vehicles or individuals are in the vicinity.

The Checklist will include a map of all points within the facility that need to be secured.

WORKPLACE SUBSTANCE ABUSE POLICY

The Healing Center has a zero-tolerance policy for alcohol or drug use on the job. Anyone found to be intoxicated in any way while acting in their official capacity as an employee of The Healing Center will face immediate termination.

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All employees will be discouraged from smoking tobacco, and if they must, they will be requested to do so 50 feet from the entrance.

The Healing Center will also not allow any alcohol on the premises, even in the event of workplace parties and celebrations, which we will host offsite.

Any incidents involving drugs or alcohol involving employees that occur after hours will be required to be reported to managerial staff by the employee. These events will be stated to the CCC and local law enforcement, and official corrective action from The Healing Center will be on a case-by-case basis.

All policies related to drug, alcohol, and tobacco use on the premises that apply to employees also apply to customers by extension.

PRIVACY AND CONFIDENTIALITY

We designed our company confidentiality policy to explain how we expect our employees to treat confidential information. Employees will unavoidably receive and handle personal and private information about clients, partners and our company. We want to make sure that this information is well-protected.

We must protect this information for two reasons. It may: 1. Be legally binding (e.g. sensitive customer data.) and 2. Constitute the backbone of our business, giving us a competitive advantage (e.g. business processes.)

This policy affects all employees, including board members, investors, contractors and volunteers, who may have access to confidential information. Confidential and proprietary information should remain secret and protected.

The Healing Center considers all of the following as confidential information:

- Unpublished financial information
- Data of Customers/Partners/Vendors
- Patents, formulas or new technologies
- Customer lists (existing and prospective)
- Data entrusted to our company by external parties
- Pricing/marketing and other undisclosed strategies
- Business plans and Security Plans and diagrams
- Documents and processes explicitly marked as confidential

Employees may have various levels of authorized access to confidential information, similar to the Controlled Access Point level hierarchy.

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Employees should:

- Lock or secure confidential information at all times
- Make sure they only view confidential information on secure devices
- Only disclose information to other employees when it's necessary and authorized
- Keep confidential documents inside our company's premises at all times
- Alert manager of suspect breaches or non-compliant practices they see occurring
- Not attempt to access any physical or electronic records not necessary for the completion of their task
- Keep questions of a confidential nature as private as possible, whether between other employees, managers, or customers
- Not replicate or disclose any confidential or private information to anyone outside the company, or within the company unless on a need-to-know basis
- Log out of any computer systems immediately when the task is completed
- Not share any codes, logins, or passwords with anyone, even other employees

We'll take measures to ensure that confidential information is well protected, including but not limited to:

- Store and lock paper documents
- Encrypt electronic information and safeguard databases
- Ask employees to sign non-compete and/or non-disclosure agreements (NDAs)
- Ask for authorization by senior management to allow employees to access certain confidential information

If an authorized regulatory body (the CCC, City of Fitchburg government, law enforcement) requests confidential information as part of an investigation or audit, they will be allowed to view and/or duplicate it as needed.

Employees who don't respect our confidentiality policy will face disciplinary and, possibly, legal action. We'll investigate every breach of this policy. We'll terminate any employee who willfully or regularly breaches our confidentiality guidelines for personal profit. We may also have to punish any unintentional breach of this policy depending on its frequency and seriousness. We'll terminate employees who disregard this policy, even when they do so unintentionally. This policy is binding even after separation of employment, and all employees remain subject to the signed NDA.

PERSONNEL POLICIES

The Healing Center will require all marijuana establishment agents to complete job training, tailored to the roles and responsibilities of the individual job function(s), prior to performing job functions.

Pursuant to [935CMR500.105\(2\)\(b\)](#), The Healing Center owners and managers will complete a Responsible Vendor program. Within 90 days of hire, all The Healing Center-ME agents will complete a Responsible Vendor Program to become designated a "responsible vendor." All owners, managers and employees will complete the "Responsible Vendor" program on an annual basis. Records of Responsible

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Vendor training will be kept for a minimum of four years or as required, and made available to the Commission.

Additional training will include:

- Effects of marijuana on the body including amount of time to impairment, recognizing visible signs of impairment.
- Diversion prevention including prevention of sales to minors.
- Compliance with tracking requirements
- Applicable forms of identification including; how to check identification and spot false id's Understanding medical cards issued by the. DPH, provisions for confiscating fake IDs and common mistakes made in verification.
- Understanding state laws and rules including local and state licensing enforcement, incident notification requirements, administrative and criminal liability, licensee sanctions, waste disposal in accordance with 935CMR500.105(12), health and safety standards in accordance with 935CMRS00.105(3), the prohibition of patrons bringing marijuana products to a marijuana establishment, permitted hours of sale, conduct of establishment permitting inspections, responsibility for activities occurring within the licensed premises, record maintenance and prohibited purchases and practices.

EMPLOYEE DISMISSAL

A number of offenses will result in the dismissal of employees from The Healing Center. We aim to give employees all the resources they need to be successful in their specific roles, as well as leaving opportunities open for advancement of employees. These resources include pre-hire training, continuous training on a quarterly basis, compliance audits of employee actions, annual reviews, and a leniency for small errors to help improve functionality and productivity.

However, despite these resources, employees will inevitably still make errors, and it is the severity of these errors that dictate the disciplinary action to be taken. On the extreme end, any employee who engages in the following activities will be subject to immediate dismissal and all the attendant consequences that brings (loss of access and revocation of business affects, law enforcement and CCC reporting, non-recommendation to other cannabis jobs, etc.):

- Diverted marijuana, either by way of intentional action or a lapse in protocol¹.

¹ In Accordance with the rules and regulations set forth in 935 CMR 500.105(1)

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- Engaged in unsafe practices with regard to the operation of The Healing Center, including lapses in security protocols, disclosure of confidential information, intoxication on the job, amongst others².
- 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 another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority³.
- Beyond the training to avoid these errors and outcomes, all employees will sign an affidavit to which they acknowledge that these errors are severe enough to warrant their dismissal. This will reinforce not only how essential compliance to rules and protocol is to the safe and legal operation of the business, and they will be fully aware of the dire consequences of their non-compliance.

WORKPLACE SUBSTANCE ABUSE POLICY

The Healing Center is an Alcohol, smoke, and drug-free workplace.

The Healing Center has a zero-tolerance policy for alcohol or illegal drug use on the job. Anyone found to be intoxicated in any way while acting in their official capacity as an employee of The Healing Center will face immediate termination.

All employees will be discouraged from smoking tobacco, and if they must, they will be requested to do so 50 feet from the entrance.

The Healing Center will also not allow any alcohol on the premises, even in the event of workplace parties and celebrations, which we will host offsite.

Any incidents involving drugs or alcohol involving employees that occur after hours will be required to be reported to managerial staff by the employee. These events will be stated to the CCC and local law enforcement, and official corrective action from The Healing Center will be on a case-by-case basis.

All policies related to drug, alcohol, and tobacco use on the premises that apply to employees also apply to customers by extension.

BOARD MEMBERS AND EXECUTIVE DISCLOSURE

The Healing Center will provide a list of all owners, board members, managers, and executives to any and all individuals that request them. This information will also be submitted to the CCC, the City of Fitchburg and its relevant agencies, and local law enforcement. In addition, this information will be posted and easy to navigate to on our website.

EMERGENCY PROTOCOLS

The Healing Center will implement this Security Plan and all its attendant procedures for emergency situations, along with the site plan identifying requisite security items. The Town of Fitchburg, via its Planning Board, Zoning Board, City Council, Fire Department, and Police Department will also have full and

² In Accordance with the rules and regulations set forth in 935 CMR 500.105(1)

³ In Accordance with the rules and regulations set forth in 935 CMR 500.105(1)

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complete access to this Plan for their review at all times. We have also met with first responders at the premises for a walk-through prior to presenting our application to the planning board, their input was valued and greatly appreciated.

During an emergency, if the Sales Manager is on the premises, he/she will serve as the senior security officer and manage all activities. If the SM is not present, a designated senior security officer will call 911 and interact with Emergency Response personnel. No matter what, the SM will be notified of all emergency situations. If there is no safety risk to staying on the premises and emergency responders do not direct otherwise, other employees will immediately monitor entrances and exits to prevent unauthorized access, and prevent any unauthorized access for customers, contractors, or visitors to product.

Security Procedures Training

Training of employees is one of the most important pillars of our successful operation, not just in security but in every other facet of our business model. Speaking specifically to security in this Section, though, our training is exceedingly rigorous. This includes training courses in Robbery/Burglary Prevention, Product Loss Prevention, Cash Handling, and Emergency Response Strategies.

This training will be provided via modules led by a specialized security training company and will cover at least but not limited to the following:

1. Robbery/Burglary Prevention
 - a. Ensure all locks are engaged on non-public entry doors at all times
 - b. Verify the identity of any vendors that are attempting to gain entrance to the facility
 - c. Remain vigilant of loiterers and request that they leave the facility premises immediately - no one has any reason to remain on the premises after their purchase!
 - d. Remain vigilant of persons or vehicles who appear suspicious and report them to security and management.
 - e. Follow all proper facility opening and closing procedures
 - f. Report any issues, concerns, or malfunctions of security equipment to security and a manager
 - g. Request or ensure that at least two employees are in the Retail Area at one time, as well as a security guard
 - h. Ensure no keys are left unattended
 - i. Require all employees to wear their ID badges at all times
2. Product Loss/Theft Prevention
 - a. Be alert of lingering/loitering customers, with particular attention paid to their hands and pockets - no one has any reason to remain on the premises after their purchase!
 - b. Be alert of nervous or suspicious behavior
 - c. Allowing anyone other than authorized and verified vendors into Limited Access Areas, is strictly prohibited, all authorized persons must be accompanied by an employee AT ALL TIMES they are on the premises.
 - d. Do not allow overly large handbags/purses, backpacks, or other large personal containers into the Retail Sales Area
 - e. Minimize and supervise all customer interaction with products
 - f. Keep products in locked cases or behind the counter; ensure that all cases remain locked
 - g. Account for any product missing in facing spaces by inquiring about recent sales and having standardized stocking procedures

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- h. Alert security guard of suspected or potential thief.
- i. Regularly check camera angles to ensure their angles are not obstructed
- j. Keep Retail Sales area as clean, organized, and easily observable as possible
- k. Ensure that all alarms are armed and cameras are working properly at the close of business

Cash Handling

- a. Always drop unnecessary amounts of cash, checks, and card receipts into designated safe
- b. Notify manager of planned cash drops and amounts so that they are supervised
- c. Ensure security is available to escort cash, checks, and receipts to the safe for the drop

Workplace Violence Policy

1. The Healing Center is committed to preventing workplace violence and to maintaining a safe work environment. We have adopted the following guidelines to deal with intimidation, harassment or other threats of or actual violence that may occur onsite.
2. All employees, customers, vendors and business associates should be treated with courtesy and respect at all times.
3. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated.
4. Facility resources may not be used to threaten, stalk or harass anyone at or outside the workplace.
5. Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, senior management, or the SM. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible.
6. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.
7. Employees should promptly inform the SM of any protective or restraining order that they have obtained that lists the workplace as a protected area.
8. Employees are encouraged to report safety concerns with regard to intimate partner violence.
9. The Healing Center will not retaliate against employees making good-faith reports.
10. To maintain workplace safety and the integrity of its investigation, The Healing Center may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.
11. Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Personnel Policies

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Emergency Response Strategies and Plans:

During A Robbery

- a. Remaining calm, collected, and prepared
- b. Obey the robber's commands immediately. Others in the area should freeze in place and do nothing.
- c. Don't argue with the robber.
- d. Consider all firearms to be loaded.
- e. Only press the silent alarm if you can do so without being seen.
- f. Don't call the police yet if there is a chance the robber can see or hear you.
- g. Don't chase or follow the robber. You could be mistaken for the robber in a pursuit by police.
- h. Collecting as much visibly identifying information as possible about the robbers/suspects
- i. Alert other employees if safe and possible
- j. Make note of any weapons used in the robbery as well as the vehicle used, if possible
- k. Signal alarm and call the police, as well as owners and managers
- l. Halt sales, lock doors, and alert customers of what has taken place
- m. Preserve the crime scene as best as possible
- n. Request customers who are witnesses stay until police can take their statements

After a Robbery:

- a. Call 911
- b. Give the address of the business and state that the location is a cannabis facility, give your name and telephone number, and stay on the phone until the dispatcher ends the call.
- c. Give a description of the suspect(s), direction of travel, and a license number if a vehicle was used.
- d. Advise whether or not weapons were used.
- e. Protect the crime scene. Keep customers or other employees away from the area of the store where the robbery occurred.
- f. Ask witnesses to wait until the police arrive.
- g. Do not touch anything.
- h. Save a note if one was used – do not handle it or let others handle it.
- i. Upon arrival of the police, the senior security officer should introduce him/herself, check the responder's ID if there is any reason to be suspicious, and inform them that a higher level manager is on the way (if applicable).

Burglary:

- a. Avoid entering areas that have not yet been searched.
- b. Notify law enforcement using a non-emergency number.
- c. Notify a senior staff member immediately.
- d. Prevent others from entering the area or touching anything.
- e. Upon arrival of the police, the senior security officer should introduce him/herself, check the responder's ID if there is any reason to be suspicious, and inform them that a higher level manager is on the way (if applicable).

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Additional Security Training

Topics of additional security training will include, but not be limited to:

1. Using Caution in sharing information.
2. Diversion issues and detection.
3. Observing and reporting.
4. Risk management.
5. Robbery response, including practice drills.
6. Conflict resolution.
7. Cybersecurity.
8. Evacuation procedures, including practice drills.
9. State and local legal requirements.
10. Patient privacy (if applicable).

Training will occur prior to working with any products and be repeated according to state and local regulations. The SM or his/her designee is responsible for keeping a record of training for each training module for every employee, including the date training occurred, type of training, the signature of the employee upon completion of training, the signature of an authorized person who can verify completion of training, and the date retraining is due. At a minimum, training will occur at a frequency specified by state and local regulations. The SM or his/her designee will set up a calendar or other reminder system to ensure retraining occurs for each employee by each repeating due date. Any documentation related to an individual employee's training will be kept in the employee's file and retain in the same manner as all other records.

Personnel hired specifically to manage security on the premises will be trained in the use of the Incident Command System (ICS) and the National Incident Management System (NIMS) to increase effectiveness in interactions with emergency response personnel. Coursework will include at a minimum IS-700 NIMS, an Introduction; ICS-100 Introduction to the Incident Command System; and ICS-200 ICS for Single Resources and Initial Action Incidents. Security employees may take the courses at work or at home and will be compensated for the number of hours indicated as the course length on the FEMA training website upon providing documentation that each course has been completed.

All record of these trainings will be retained by us, and each employee is to take training refresher courses every year. This training will not only ensure that The Healing Center employees help protect our bottom-line and keep the community, but also assist in keeping us fully legal compliant.

Emergency Access

Access to the Commission, Emergency Responders and Law Enforcement. (a) The following individuals shall have access to a Marijuana Establishment or Marijuana establishment transportation vehicle: 1. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000; 2. Representatives of other state agencies of the Commonwealth; and 3. Emergency responders in the course of responding to an emergency. (b) 935 CMR 500.000 shall not be construed to prohibit access to authorized law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction

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Incident Reporting⁴

All breaches of our facility security, criminal incidents, and suspected diversion or product theft will be reported to the Town of Fitchburg, the Fitchburg Police Department, and the CCC as immediately as possible, and always within 24 hours. After this initial notification, The Healing Center will follow up with all of these agencies by submitting an official report regarding the incident, what the law enforcement response has been, and what further actions we plan to take as soon as possible no later than ten (10) days of the incident.

The following occurrences that will prompt notification to these noted agencies include:

1. discovery of discrepancies identified during inventory;
2. diversion, theft or loss of any marijuana product;
3. any criminal action involving or occurring on or in the premises;
4. any suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person;
5. unauthorized destruction of marijuana;
6. any loss or unauthorized alteration of records related to marijuana;
7. an alarm activation or other event that requires response by public safety personnel or security personnel;
8. the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or
9. any other breach of security.

Documentation regarding the above listed incidences will be maintained by The Healing Center for not less than one year, or the duration of an open investigation, whichever is longer and will be made available to the Commission and law enforcement authorities.

⁴950CMR500 Incident Reporting. (a) A Marijuana Establishment shall notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of the breach. Notification shall occur, but not be limited to, during the following occasions: 1. discovery of discrepancies identified during inventory; 2. diversion, theft or loss of any marijuana product; 3. any criminal action involving or occurring on or in the Marijuana Establishment premises; 4. any suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; 5. unauthorized destruction of marijuana; 6. any loss or unauthorized alteration of records related to marijuana; 7. an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; 8. the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or 9. any other breach of security. (b) A Marijuana Establishment shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. (c) All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(7)(a) shall be maintained by a Marijuana Establishment for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request

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Background Checks

All staff, regardless of level, will be fully vetted through rigorous background checks, pre-employment screening, interviews, and reference checks. The vetting will be conducted in accordance with the requirements of the CCC as well as the Massachusetts General Code. We will conduct a background check annually at the employees annual review, and every employee must sign an affidavit swearing to notify management of any criminal or civil incident affecting them within 24 hours. All records related to each employee (application materials, background checks, annual reviews, etc.) will be kept as records in the same manner as all other records, and fully compliant with 925CMR500, and other applicable laws..

Record Keeping⁵

To maintain strict compliance with [935 CMR 500.105§\(9\)\(d\)](#) Personnel records will be kept as follows.

Personnel records shall be kept for a minimum of 12 months after termination, or as commission designates in 935 CMR 500.105§9(d)(2) this information will include at a minimum but is not limited to:

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, including background checks
 - 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 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 a minimum of eight-hour related duty training.
 - h. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
3. A staffing plan that will demonstrate accessible business hours and safe workplace and product conditions;
4. Personnel policies and procedures; and

⁵ Record Keeping requirements are outlined in full in uploaded section 12. [Record Keeping Procedures](#) we have outlined in this section only recordkeeping as applicable to Personnel.

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5. All background check reports obtained in accordance with 935 CMR 500.030.

Personnel Policies

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APPENDIX B

Key/Key Card User Agreement

The Healing Center Policies Regarding Use of Borrowed Security Items

I, _____ (Print Name) acknowledge my understanding

that the key/key card being issued to me is the property of The Healing Center. On my last day of work, I agree to meet with an authorized representative to return the security access item(s)

that has/have been temporarily placed in my custody to access business locations in order to

complete the tasks I have been assigned.

I further acknowledge my understanding that I may not let anyone outside the The Healing Center

borrow or otherwise use my access items, nor will I allow unauthorized personnel into an area

they have not been given permission to enter.

If I lose my access items or if they are stolen, I will notify a supervisor or manager as soon as

possible.

Signature: _____ Date: _____

Items issued:

Type: _____ ID Code: _____

Type: _____ ID Code: _____

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Appendix

Maintaining of Financial Records

The Healing Center operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- No software, or other methods will be utilized by The Healing Center to manipulate, or otherwise alter sales in any way whatsoever. in accordance with 935CMR500.160(6)
- All record keeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding record keeping requirements;
- In the event The Healing Center, becomes a co-located site, The Healing Center shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). 935 CMR 500.140(6)

- Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.
- MONTHLY ANALYSIS
 - The Healing Center 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 Healing Center shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission.

○

If The Healing Center 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:

 1. The Healing Center shall immediately disclose the information to the Commission;
 2. We shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 3. take such other action directed by the Commission to comply with 935 CMR 500.105.

○

 - The Healing Center shall comply with 830 CMR 62C.25.1 and Department of Revenue Directive 16-1 regarding record keeping requirements

○

All records of performance of the required monthly Analysis, as described in MAGL 935CMR 500.140(7), and referenced by the commission in 935CMR500.140(6) , shall be available for inspection be the commission on demand.