



## Massachusetts Cannabis Control Commission

### Marijuana Product Manufacturer

#### General Information:

License Number: MP281381  
Original Issued Date: 12/31/2018  
Issued Date: 11/19/2020  
Expiration Date: 12/31/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Garden Remedies, Inc.

Phone Number: 774-249-0830  
Email Address: tschlacter@gardenremedies.com

Business Address 1: 307 Airport Road	Business Address 2:
Business City: Fitchburg	Business State: MA
Business Zip Code: 01420	
Mailing Address 1: 307 Airport Road	Mailing Address 2:
Mailing City: Fitchburg	Mailing State: MA
Mailing Zip Code: 01420	

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RPA201820

### RMD INFORMATION

Name of RMD: Garden Remedies, Inc.

Department of Public Health RMD Registration Number: 008

Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts

To your knowledge, is the existing RMD certificate of registration in good standing?: yes

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 24	Percentage Of Control: 51
Role: Executive / Officer	Other Role:
First Name: Karen	Last Name: Munkacy
	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:

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 10

Role: Executive / Officer Other Role:

First Name: Jeffrey Last Name: Herold 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:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

Entity Legal Name: RMC Holding, LLC Entity DBA:

Email: Phone:

pwesthead@rimrockcapital.com 948-381-7883

Address 1: 100 Innovation Drive Address 2: Suite 200

City: Irvine State: CA Zip Code: 92617

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: Percentage of Initial Capital:

\$3036000 10

Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 307 Airport Road

Establishment Address 2:

Establishment City: Fitchburg Establishment Zip Code: 01420

Approximate square footage of the Establishment: 82000 How many abutters does this property have?: 10

Have all property abutters have 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
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Certification of Host Community Agreement	Fitchburg Community Host Agreement.pdf	pdf	5b997f0118807b2d67c416f1	09/12/2018
Plan to Remain Compliant with Local Zoning	adult use MJ amendment -final.pdf	pdf	5b9ffd6789bc002d9918c2fb	09/17/2018
Community Outreach Meeting Documentation	Fitchburg Community Outreach.pdf	pdf	5bdc9328d912bf0445fe5411	11/02/2018
Plan to Remain Compliant with Local Zoning	Garden Remedies, Inc. Plan to Remain Compliant with Local Zoning .pdf	pdf	5bdc936d82d97d04a0077807	11/02/2018

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.: \$319876.94

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	5b9968f6d389b22d7bd65477	09/12/2018

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Other Role:  
 First Name: Karen Last Name: Munkacy Suffix:  
 RMD Association: RMD Manager  
 Background Question: no

##### Individual Background Information 2

Role: Other Role:  
 First Name: Jeffrey Last Name: Herold Suffix:  
 RMD Association: RMD Manager  
 Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	GRI Certificate of Good Standing.pdf	pdf	5b16c9138d1e3843f1aff362	06/05/2018
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR.pdf	pdf	5b16c91910757543fbca6426	06/05/2018
Articles of Organization	Articles of Organization.pdf	pdf	5b16c920b47dfe43b93eb186	06/05/2018
Bylaws	GRI Bylaws.pdf	pdf	5b16c927a6220743bfd9c718	06/05/2018

Articles of Organization	Paula B. Nickerson.pdf	pdf	5bdc911c82d97d04a00777f5	11/02/2018
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#### Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR Good Standing 9.17.2020.pdf	pdf	5f984bde0daeb60847fa9d4a	10/27/2020
Secretary of Commonwealth - Certificate of Good Standing	SEC Good Standing 9.17.2020.pdf	pdf	5f984be008242707d4a756b0	10/27/2020
Department of Unemployment Assistance - Certificate of Good standing	UI Good Standing 10.2020.pdf	pdf	5f984be1edc7d60856d94fa5	10/27/2020

**Massachusetts Business Identification Number:** 001112342

**Doing-Business-As Name:** Garden Remedies, Inc.

**DBA Registration City:** Newton

#### BUSINESS PLAN

##### Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	GRI Business Plan 10.10.19.pdf	pdf	5db34c8bb35b62300f5d9435	10/25/2019
Plan for Liability Insurance	Certificates of Liability Insurance.pdf	pdf	5db34caeb35b62300f5d9439	10/25/2019

#### OPERATING POLICIES AND PROCEDURES

##### Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Method used to produce products	Method used to produce products.pdf	pdf	5db352306b4e192b1d272b25	10/25/2019
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5db35239cdbfc22fc658d3ff	10/25/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5db352406b4e192b1d272b29	10/25/2019
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations.pdf	pdf	5db35248cdbfc22fc658d403	10/25/2019
Security plan	Security Plan.pdf	pdf	5db3525c73225f2fcd765ec0	10/25/2019
Restricting Access to age 21 and older	Restricting Access to 21 and Older.pdf	pdf	5db352704b00122fe399f57c	10/25/2019
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5db3527d63788d2fee3166ad	10/25/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5db3528cba9d562b3e031f52	10/25/2019
Qualifications and training	Qualifications and Training.pdf	pdf	5db3529373225f2fcd765ec4	10/25/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5db3529cec4af12b5426b76b	10/25/2019



Personnel policies including background checks	Personnel Procedures.pdf	pdf	5db352e073225f2fcd765ec8	10/25/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5db352efd5c8962b282dbb16	10/25/2019
Dispensing procedures	Dispensing Procedures.pdf	pdf	5db3530973225f2fcd765ecc	10/25/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5db353384b00122fe399f580	10/25/2019
Energy Compliance Plan	Massachusetts_PowerScore_Comply_Report_GRI Fitchburg_201001.pdf	pdf	5f984ccb57d9d707ee4d609e	10/27/2020

## ATTESTATIONS

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

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

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

Notification: I 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 Agree

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

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

## ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

## COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Please see attached documentation.

## COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Please see attached documentation.

## PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	2020 Garden Remedies' Product Labels Pg. 1.pdf	pdf	5f9adf253bf49c082a4245e1	10/29/2020
	2020 Garden Remedies' Product Labels Pg. 2.pdf	pdf	5f9adf297083620840284552	10/29/2020

Name of Item: Dry Flower & Pre-rolls

Item Type: Flower

Date generated: 12/03/2020

Page: 5 of 7

**Item Description:** Strains: Blue Dream, Cease and Desist, Chem 4, Dead Head, GG4, Rainmaker, Sour Kosher, Super Silver Sour Diesel Haze, Tangie Hze

Additional information can be provided upon request.

#### Item 2

Document Category	Document Name	Type	ID	Upload Date
	2020 Garden Remedies' Product Labels Pg. 1.pdf	pdf	5f9adf5c08242707d4a75dd3	10/29/2020
	2020 Garden Remedies' Product Labels Pg. 2.pdf	pdf	5f9adf5fedc7d60856d9568c	10/29/2020

**Name of Item:** Seven East Vape Cartridges

**Item Type:** Concentrate

**Item Description:** Seven East Varieties: Balance, Dream, Energy, Focus, Relax, Relief, & Smile.

Single Strain Vapes: vary based on production levels

Additional information can be provided upon request.

#### Item 3

Document Category	Document Name	Type	ID	Upload Date
	2020 Garden Remedies' Product Labels Pg. 1.pdf	pdf	5f9adf796e60eb07f57f0564	10/29/2020
	2020 Garden Remedies' Product Labels Pg. 2.pdf	pdf	5f9adf7cdd2d7407bedea168	10/29/2020

**Name of Item:** Edible MIPs

**Item Type:** Edible MIP

**Item Description:** Edible MIPs: Caramel Chew; Fruit Chew (Raspberry, Watermelon, Sour Peach, Sour Apple); Fruit Lozenges (Watermelon, Sour Apple); Infused Local Honey; Chocolate Bar (Dark, Milk, Toffee); G-CAPS; RSO

Additional information can be provided upon request.

#### Item 4

Document Category	Document Name	Type	ID	Upload Date
	2020 Garden Remedies' Product Labels Pg. 1.pdf	pdf	5f9adfab5b823307b79b4e5b	10/29/2020
	2020 Garden Remedies' Product Labels Pg. 2.pdf	pdf	5f9adfae7083620840284558	10/29/2020

**Name of Item:** Non-edible MIPs

**Item Type:** Non-Edible MIP

**Item Description:** Non-edible MIPs: Immersion Salts; Bath Bomb (Cucumber Melon, Lemon); Massage Oil (Lavender-Lilac, Unscented); Medicated Relief Lotion (Energy, Unscented)

Additional information can be provided upon request.

#### Item 5

Document Category	Document Name	Type	ID	Upload Date
	2020 Garden Remedies' Product Labels Pg. 1.pdf	pdf	5f9adfc775aac308359ab0e6	10/29/2020
	2020 Garden Remedies' Product Labels Pg. 2.pdf	pdf	5f9adfc9dd2d7407bedea16e	10/29/2020

**Name of Item:** CBD/THC Tincture

**Item Type:** Tincture

**Item Description:** Tinctures produced with CBD & THC separately.

Additional information can be provided upon request.

#### Item 6

Document Category	Document Name	Type	ID	Upload Date
	2020 Garden Remedies' Product Labels Pg. 1.pdf	pdf	5f9adfdbdf85ec07dfb87199	10/29/2020
	2020 Garden Remedies' Product Labels Pg. 2.pdf	pdf	5f9adfddbd0d8e081433b08a	10/29/2020

**Name of Item:** Concentrates      **Item Type:** Concentrate

**Item Description:** Bubble Hash, Distillate

Additional information can be provided upon request.

#### HOURS OF OPERATION

<b>Monday From:</b> 5:00 AM	<b>Monday To:</b> 8:00 PM
<b>Tuesday From:</b> 5:00 AM	<b>Tuesday To:</b> 8:00 PM
<b>Wednesday From:</b> 5:00 AM	<b>Wednesday To:</b> 8:00 PM
<b>Thursday From:</b> 5:00 AM	<b>Thursday To:</b> 8:00 PM
<b>Friday From:</b> 5:00 AM	<b>Friday To:</b> 8:00 PM
<b>Saturday From:</b> 6:00 AM	<b>Saturday To:</b> 8:00 PM
<b>Sunday From:</b> 6:00 AM	<b>Sunday To:</b> 12:00 PM

**CITY OF FITCHBURG AND GARDEN REMEDIES, INC.**  
**COMMUNITY HOST BENEFIT AGREEMENT FOR**  
**MEDICAL MARIJUANA CULTIVATION FACILITY**

This Community Host Benefit Agreement (the "**Agreement**") is entered into this 18 day of April, 2018, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Drive, Fitchburg, MA 01420 (the "**City**") and Garden Remedies, Inc. (the "**Company**"), a Massachusetts nonprofit corporation with an address of 697 Washington Street, Newton, MA 02458.

**WHEREAS**, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "**Act**") and its implementing regulations at 105 CMR 725.000 et seq. (the "**Regulations**"); and

**WHEREAS**, the City does not oppose the establishment of a lawful Medical Marijuana cultivation facility within the City of Fitchburg for a period beginning on the date in the first paragraph of this Agreement and ending on termination as provided herein; and

**WHEREAS**, the Company currently operates a Medical Marijuana cultivation and processing facility at 307 Airport Road, Fitchburg, Massachusetts (the "**Facility**") in accordance with the Regulations issued by the Commonwealth of Massachusetts Department of Public Health (the "**DPH**") which the City considers a legally preexisting nonconforming use; the Parties agree that the site at 307 Airport Road, Fitchburg, Massachusetts shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

**WHEREAS**, the Company wishes to expand its current Medical Marijuana cultivation and processing operations within the current property boundaries of the premises leased or owned by the Company; and

**WHEREAS**, the Facility is located in a zoning district that allows such use by right or by local permitting; and

**WHEREAS**, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility and receives all required local approvals; and

**WHEREAS**, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to a letter of non-opposition which has been executed in reliance on the promises made herein; and

**WHEREAS**, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

**WHEREAS**, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary.

**WHEREAS**, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred as a result of the City's acts and omissions in reliance on the promises contemplated by the parties;

**WHEREAS**, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

**NOW THEREFORE**, in consideration of the foregoing, the Company offers the following and the City accepts this Agreement in accordance with G.L. c. 94G §3(d):

- a. The Company agrees to pay an impact fee to the City, in the amounts and under the terms provided herein ("Impact Fee"). The Treasurer of the City shall hold the Impact Fee, pursuant to and consistent with G.L. c. 94G §3(d). The purpose of the Impact Fee is to alleviate the impacts from the siting of the Facility within the City. The Parties have reviewed the various costs and impacts to the City of the siting and operation of the Facility. After review, the Parties agree that the Impact Fee listed herein is directly proportional and reasonably related to the costs and other impacts imposed upon the City by the siting and operation of the Facility; and the Company agrees to waive any claim that the Impact Fee specified in this Agreement is not a true measure of the costs and other impacts experienced by the City. The parties agree that siting this and similar facilities can have costs and impacts including, but not limited to, a) the perpetuation of a negative perception of the City, b) an increased impact on the health and security of its Citizens, c)



an increased impact on the roads and public services of the City, d) increased administrative and compliance costs, e) increased regulatory and inspectional services. Therefore, the parties agree that it is appropriate to use any Impact Fee or other funds paid hereunder to combat blight and other economic issues facing the City; to support substance abuse education, prevention, treatment, and housing; to repair or improve the City's infrastructure and utility services; to increase public health and safety services; administrative, regulatory, inspectional and compliance services; legal fees and costs incurred in connection with the Company (except as otherwise provided for herein); and all other costs incurred in connection with the recited impacts. This Impact Fee has been calculated without reference to legal fees associated with the negotiation, drafting and execution of this Agreement. Notwithstanding the foregoing, the City may in its sole discretion expend the Impact Fee as it deems appropriate for alleviating the impacts of siting the Facility within the City, as it deems the impacts to be in its sole discretion.

- b. The Company shall cooperate in supplying any documentation requested by the City as to itemization of any impact of siting the Facility within the City, upon the City's request.
- c. The Company agrees that the Impact Fee and this Agreement shall be applicable to the entirety of its operations at the Facility, despite the fact that some operations at the Facility predate this Agreement, and hereby agree to waive any objection to the applicability of the terms of this Agreement, specifically including but not limited to the Impact Fee, on such basis.

2. Term: The term of this Agreement shall begin on the date of final execution by all parties and approval by the Fitchburg City Council, as the parties agree that the Final Certificate of Registration has already been issued by the DPH (the "**Commencement Date**") and shall terminate on the earliest of:

- a. Any date in which any DPH or local license or permit is revoked, rescinded or expires without having been renewed; or
- b. Upon an Event of Default including any period set forth herein to cure, as hereinafter defined in this Agreement, and termination by the City; or
- c. Upon termination by the Company pursuant to Section 15 hereof provided all payments due hereunder have been made.

- d. Regardless of the reason for termination, upon termination the next Annual Payment (as defined within this Agreement), abated pro rata to the date of termination, shall be paid to the City by the Company (the "Final Annual Payment"). The Company shall pay the Final Annual Payment to the City within thirty (30) days after the date of termination.
  - e. The Agreement shall continue until termination even if payment of the Annual Fee ceases pursuant to requirement of law. The parties acknowledge that the terms of G.L. c. 94G §3(d) apply to this Agreement.
3. The term "Gross Sales" as used in this Agreement shall mean the grand total of all sales transactions without any deductions included in the figure. This definition shall include but not be limited to sales of marijuana, marijuana infused products, marijuana accessories, and any other products that facilitate the use of marijuana, such as vaporizers, and as further defined in G.L. c. 94G §1 or 105 CMR 725.004, and any other merchandise or product sold by the Company, cultivated, processed or sold from or through the Facility ("Goods"). The term "Gross Internal Sales" as used in this Agreement shall mean all Gross Sales occurring through transfers of Goods cultivated or processed at the Facility to a Medical Marijuana Treatment Center (RMD), Marijuana Retailer, or other facility wholly owned by the Company without compensation, and such Sales shall be valued at the price paid when such Goods are sold to any Qualified Patient or retail customer. The definition of "retail customer" and other terminology related to non-medical marijuana shall be clarified by memorandum between the Parties to be executed upon commencement of non-medical marijuana operations by the Company.
4. The Company shall forward to the City the following amounts as the Impact Fee:
- a. One and one-quarter (1.25%) Percent of Gross Sales, excepting therefrom Gross Internal Sales, and One (1%) Percent of Gross Internal Sales, calculated for the twelve (12) month period following the Commencement Date and each anniversary thereof (the "Annual Payment").
  - b. The Company shall make the Annual Payment in equal quarterly installments every three months, with each payment due on the 30<sup>th</sup> day following the end of the three month period. At the option of the Company, the due date may be amended once, by written request, to align with its fiscal or tax quarterly filing obligations for ease of administration, but such amendment shall not change the total amount due.
  - c. In the City's sole discretion, it may direct the Company to provide some



services or materials on account of the amounts specified herein (the “**Services**”). In this event the Company shall provide independent verification of the value of said service or materials to the City upon request and in form satisfactory to the City, and the City shall credit the Annual Payment in said amounts. Notwithstanding the foregoing, the Company shall not be required to provide any Services in conflict with the Regulations. In any case, the Services shall not include the distribution of any assets protected by the Act or the Regulations (e.g. marijuana and marijuana infused products) to an individual that is not duly authorized to possess the same.

- d. To the extent that the Annual Payment is limited by the law of the Commonwealth of Massachusetts at the time the Annual Payment is due to an amount less than that specified in this Agreement, the Annual Payment shall be decreased to the maximum amount permissible.
  - e. The company shall be required to make the Annual Payment for the maximum period of time provided for by law, as the same may be modified from time to time. At the conclusion of this period the parties shall enter into a new agreement for an Impact Fee, unless otherwise prohibited by statute or regulation. Until a new agreement is reached, the current fee will remain in force and effect. Nothing in this provision will prevent the parties making any retroactive adjustment should the Impact Fee be increased or decreased in any future agreement.
5. The Company, in addition to any Services or Funds specified herein, shall establish a board within the Company (the “**Community Relations Board**”) with oversight authority over, to the extent the same is controlled by the Company, the site plan, the signage and appearance of the Facility; provided, however, nothing herein shall prevent the DPH from having final approval over the Community Relations Board’s oversight.
- a. The Community Relations Board shall be funded by the Company and have the authority to make a gift or grant of funds, goods and/or services on behalf of the Company to local charities or to contribute to addressing the City’s needs. The Company shall fund the Community Relations Board in the amount of at least Five Thousand (\$5,000.00) annually, in excess of its obligation under any other agreement or portion of this Agreement, to make a meaningful contribution to local charities or the City’s needs. The first such funding shall occur on the first anniversary of the Commencement Date and subsequent funding will occur on each anniversary thereof.
  - b. The City’s needs and local charities shall be identified by the Community



Relations Board. Unless otherwise agreed by the parties, the Community Relations Board shall be comprised of a board of individuals numbering six (6) including three individuals appointed by the City's Mayor who shall serve as members with all of the rights including voting rights and none of the duties, and three others who are officers or directors of the Company. In the event of a tie or deadlock of the Community Relations Board the Mayor's most recent appointee's vote shall control. Each appointment shall be for a term of three (3) years. The Community Relations Board shall meet to identify needs and local charities and to make gifts or grants as aforesaid not less than twice per calendar year.

- c. Pursuant to the Regulations, any and all individuals associated with the Facility shall be subject to the requisite background checks. As such, all members of the Community Relations Board shall agree to submit to background checks with the DPH.
6. This Agreement and promises are contingent on the Company obtaining a Certificate of Registration from the DPH to operate a facility within the City, and the Company's receipt of any and all local approvals to locate, occupy and operate. The Parties acknowledge that the Company presently holds a Certificate of Registration from the DPH.
7. This Agreement and promises are contingent on the City Council's acceptance of the Agreement pursuant to G.L. c. 94G §3(d) and of any gift or grant being received pursuant to M.G.L. c. 44 § 53A, or at the option of the City pursuant to any other law or assignment.
8. The Company agrees that it will pay all personal property taxes that would otherwise be assessed if the Company was a for-profit non-manufacturing business organization for the property owned or used by the Company (hereinafter known as the "Full Personal Property Tax") unless the Company supplies sufficient identifying information on the owners of all personal property used by the Company and the City collects the Full Personal Property Taxes from that entity. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.
9. The Company agrees that it will pay all real property taxes for the property owned or used by the Company to site the Facility that would otherwise be assessed if the Company was a for-profit, nonagricultural business organization owning the real-estate

in which the Facility is sited (hereinafter known as the "Full Real Estate Tax"). However, the Company will not be responsible if the Company supplies sufficient identifying information on the owners of all real property used by the Company and the City collects the Full Real Estate Tax from that entity or is otherwise capable of placing a lien in an amount equal to the Full Real-Estate Tax plus interest and penalties on the real estate for the nonpayment of the real estate taxes. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.

10. The Company agrees that jobs created at the Facility will be made available to City of Fitchburg residents. City residency will be a positive factor in hiring decisions at the Facility, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.
11. This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Fitchburg Zoning Ordinance, the Board of Health or any other applicable laws and regulations. By entering into this Agreement the City is not required to issue such permits or licenses. The Company acknowledges that it is subject to a special permit or site plan review including façade improvements and screening of the facility.
12. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement. This Agreement does not affect, limit, or control the authority of any City departments, including boards and commissions, to issue fees, fines and penalties. This Agreement does not affect, limit, or control the authority of the City to levy taxes, whether authorized by any current or future regulation, act or statute or any amendment which may be enacted thereto, and any amounts specified above as Impact Fees, gifts or grants, including but not limited to Paragraphs 4 and 5, shall not constitute taxes or be creditable thereto.
13. Events of Default: The Company shall be deemed to have committed an event of default if any of the following occur:
  - a. the Company relocates the Facility outside of the City, without prior approval from the City or Ninety (90) day notice;
  - b. the Company fails to obtain, and maintain in good standing, all necessary



local licenses and permits, and such failure remains uncured for thirty (30) days following written notice from the City;

- c. the Company ceases to operate a Facility in the City;
- d. the Company fails to make payments to the City as required under this Agreement, and such failure remains uncured for Thirty (30) days following written notice from the City;
- e. the Company fails to participate in the Community Relations Board, unless otherwise limited or prevented from doing so; and,
- f. DPH deems the Company has committed an event of default (as defined in the Regulations), provided that the Company is able to exercise all available remedies to re-establish good standing with the DPH.

14. Termination for Cause: The City may terminate this Agreement Thirty (30) days after the occurrence of any Event of Default. In addition, the City may terminate this Agreement for cause at any time by giving at least Ninety (90) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Facility. If the City terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City within thirty (30) days following the date of termination.

15. Termination by the Company: The Company may terminate this Agreement Ninety (90) days after cessation of operations of any Facility within the City. The Company shall provide notice to the City that it is ceasing to operate a Facility in the City and/or it is relocating to another facility outside of the City at least ninety (90) days prior to the cessation or relocation of operations. If the Company terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City within thirty (30) days following the date of termination.

16. If the City terminates this agreement the Company shall:

- a. not be relieved of liability due under this contract until the Company discontinues operation of the Facility in Fitchburg; provided that, once the Company does discontinue operation of the Facility in any event, it shall have no further obligations under Section 5 and 6 of this Agreement except

for the Final Annual Payment as set forth above;

- b. not be relieved of liability to the City for damages sustained by the City for personal injury or property damage;
  - c. secure the real estate and personal property owned or used at the time of Default or Termination whichever is earlier, at its sole expense in such a manner so as not to permit waste to occur to the property;
  - d. pay all amounts due and reasonably anticipated to be due under this agreement through and until Company discontinues operation of the Facility in Fitchburg;
  - e. provide the City with adequate security for amounts due and reasonably anticipated to be due under this agreement; and
  - f. cease and desist operations immediately after the expiration of the Ninety (90) Day notice for cause provided for in paragraph 14, unless otherwise ordered by the Mayor.
  - g. Unless the Company ceases all operations within the City, enter into a new Community Host Agreement which is consistent with the then existing law.
17. Anything contained herein to the contrary notwithstanding, in the event the Company fails to locate a Facility in the City of Fitchburg this agreement shall become null and void without further recourse of either party after the Company contributes Three Thousand (\$3,000.00) Dollars to the City's Legal Department for the meetings, negotiation and execution of this Agreement as required in paragraph 28 below.
18. In the event that the Company desires to relocate the Facility within the City of Fitchburg it must obtain approval of the new location by the City.
19. This agreement is entered into with the understanding that the Commonwealth has permitted cultivation, processing and distribution of marijuana for non-medical purposes. In the event the Company engages in this activity, then the terms of this agreement including but not limited to the calculation of Gross Sales, the Commencement Date, and Impact Fee and/or maximum gifts or grants due hereunder, preferential treatment due to the Company's status and all non-monetary provisions of the Agreement shall also include and govern all such activity and relate to both medical and all other marijuana until renegotiated as provided for herein. The parties shall



execute a subsequent memo clarifying the application of the terminology of this agreement to non-medical marijuana activities to conform to the regulations issued by the Cannabis Control Commission.

20. Non-Medical Marijuana: The Company, its successors, and assigns hereby agrees that it shall not engage in cultivating, selling or processing marijuana and marijuana products for non-medical marijuana purposes within the City as a Marijuana Establishment as defined in G.L. c.94G Section 1 ("Non-Medical Use"), unless and until the Company is permitted therefore by the City through any procedure the City may require. The parties have entered into this Agreement with the presumption, as set forth in Paragraph 19 above, that this Agreement shall serve as an acceptable host agreement for such Non-Medical Use for cultivation, processing and manufacturing. If the validity of this provision is affected in whole or in part by passage of future legislation by the Commonwealth of Massachusetts, then the parties shall renegotiate the terms of this Agreement as to Non-Medical Use or enter into a separate Agreement regarding Non-Medical Use, including but not limited to potentially increasing the amount of the payments to be made to the City, in recognition that the additional use may have greater impacts and effects on the City.
21. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the Worcester Superior Court for the adjudication of disputes arising out of this Agreement. Furthermore, in the event of litigation between the City and the Company, neither party shall contest the validity of this agreement, and will stipulate that this agreement shall be enforced as a valid legally binding contract requiring the Company to pay an Impact Fee and/or to make the gift or grant and that this obligation is supported by valuable consideration, or, at the City's option, that the City is also entitled to enforcement under a theory known as detrimental reliance which is also identified commonly as promissory estoppel.
22. Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the following addresses:

The City:	Vincent Pusateri
	City Solicitor
	Fitchburg City Hall
	166 Boulder Dr.
	Fitchburg, MA 01420

with a copy to:           A.J. Tourigny  
                                  Mayor's Chief of Staff  
                                  166 Boulder Dr.  
                                  Fitchburg, MA 01420

Company:                 Garden Remedies, Inc.  
                                  697 Washington Street  
                                  Newton, MA 02458

23. Subject to the final sentence of this Section, the Company shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City. In the event that the Company sells all or substantially all of its assets then the Company will also assign the obligations under this Agreement to the purchasing entity. The City shall not unreasonably delay, condition or withhold assent to such an assignment, and in the case of a merger or acquisition of the Company or a sale of all or substantially all of the Company's assets, the City shall limit its objections to such merger, sale or acquisition to financial stability or moral character of the resulting entity or purchaser, based on independent or objectively verifiable evidence.
24. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
25. The Company shall file with the City copies of the financial disclosures provided to the Commonwealth of Massachusetts including but not limited to the DPH and the Attorney General. The Company shall provide audited financial statements by a CPA firm approved by the City in the event that in the City's discretion the same is required as a result of a legitimate material question or controversy relative to the Company's financial disclosure. In the event that the Company's financial disclosures are consistent with the results of the audit then the City will pay all of the reasonable and necessary expenses incurred in connection with conducting the audit. Within thirty (30) days following one year after the Commencement Date and on an annual basis thereafter, the Company agrees to provide the City with complete and accurate State Tax Form 2, "Form of List" and such other documentation as is reasonably requested by the Assessors.
26. In the event that the Company defaults on its obligations under this Agreement, the financial condition of the Company is in question, or there exists the likelihood that the



Company is intending to leave the City, the Company shall convey a security interest in the assets of the Company, to the extent allowed by law, in an amount sufficient to secure the outstanding balance and amounts which are reasonably anticipated to become due.

27. The Company shall contribute Three Thousand (\$3,000.00) Dollars to the City's Legal Department for the meetings, the negotiation and execution of this Agreement upon complete execution of the Agreement by all parties. The Parties agree that this fee for legal services associated with the drafting of this Agreement and is not part of the impacts experienced by the City due to the siting of the Facility, and does not compromise any portion of the Impact Fee referred to above. Said fee is due and payable upon execution of the Agreement.
28. The Company shall comply with all laws, rules, regulations, and orders applicable to the Facility; such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
29. If any term or condition of this Agreement, or any application thereof, shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
30. In the event that any Court of competent jurisdiction, department or agency of the Commonwealth of Massachusetts or other Regulatory Authority determines that the Impact Fee, gifts, grants or Services received under this Agreement cannot be received pursuant to G.L. c. 94G §3(d), or pursuant to M.G.L. c. 44 §53A, or any other provision of law, this agreement shall not become null and void, but shall remain in full force and effect and the monies tendered to the City shall be received pursuant to the then nominee of the City including but not limited to the Fitchburg Redevelopment Authority, or other charitable organization, unless ordered otherwise by a court of competent jurisdiction.
31. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the Company and the City with respect to the matters described.
32. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral regarding a medical marijuana cultivation facility, processing facility, or dispensary between the parties, and it shall not be modified or amended

except by a written document executed by the parties hereto. Except as provided for in writing, this Agreement has no effect on any other agreements which the parties may have entered into regarding any matter other than this medical marijuana cultivation, processing and dispensary Facility.

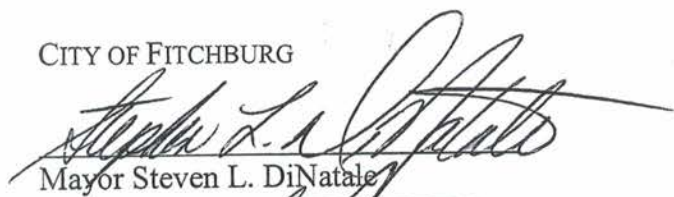
33. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution, and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.
34. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same Agreement.

[The remainder of this page is intentionally left blank, signature pages to follow]



In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF FITCHBURG



Mayor Steven L. DiNatale

For the City of Fitchburg



Vincent P. Pusateri, II Esq.

Approved as to legal form:

City Solicitor

COMPANY:

Garden Remedies, Inc.

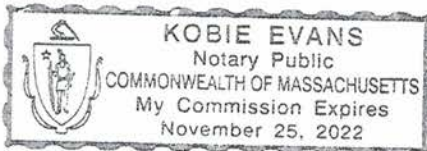
By: Karen Munkacy MD  
Title: President/CEO, Garden Remedies, Inc.

State of Massachusetts  
County of Middlesex

On this 1 day of April, 2018, before me, the undersigned notary public personally appeared Karen Munkacy and proved to me through satisfactory evidence of identification being ☒ Driver's license or other state or federal government document bearing a photographic image; ☐ Oath of affirmation of credible witness known to me who knows the above signatory, or ☐ My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he/she signed the foregoing document voluntarily for its stated purpose.

Notary Public: [Signature]

My Commission Expires: 11/25/2022



In City Council,

June 5, 2018

Passed to be ordained.

*[Signature]*

President

Mayor's Office,

Fitchburg, Mass., JUN 08 2018

Approved.

*[Signature]*

Mayor

Adv  
6/19/18

031-2018

SECOND VERSION

FINAL  
6/15/18

## AN ORDINANCE

1. To add a new section 181.65, Marijuana Establishments; re: regulate non-medical Marijuana.
2. To amend the definitions of RMD, MMD, MM in Section 181.10 to remove a requirement that the operator be a non-profit entity.
3. To add the following section regulating signs.
4. To amend the requirements for site plan review by amending section 181.9414 as follows.
5. To amend the prohibited home occupations by adding the following to Section 181.333 (Prohibited Home Occupations)

In City Council.

May 15, 2018

Examined by the Committee on Enrollment,  
and found correctly Enrolled.

*[Signature]*

Chairman of Committee on Enrollment.

In City Council May 15, 2018

Motion to take the Ordinance from the table passed by vote of 10 in favor and 0 opposed.

Motion to strike from section 181.6546

"Blossom Street" and replace with

"Intersection of Holt and Summer"

passed by vote of 8 in favor and 2

opposed (Squallia, Beauchemin).

Ordinance as amended was sent to a first and second reading and ordered advertised by vote of 9 in favor and 1 opposed (Donnelly). 10 members present. Board consists of 11 members.

Anna M. Farrell, Clerk

In City Council June 5, 2018

Ordinance as amended was sent to a third and final reading and adopted to be enrolled and ordained by unanimous vote. 10 members present. Board consists of 11 members.

Anna M. Farrell, Clerk

A TRUE COPY ATTEST.

*[Signature]*  
City Clerk

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FITCHBURG,

AS FOLLOWS:

**Section 181.65 - MARIJUANA ESTABLISHMENTS**

**181.651 Regulation.** G.L. c. 94G authorizes a system of state licensing for businesses engaging in the cultivation, testing, processing and manufacturing, and retail sales of non-medical marijuana, collectively referred to as Marijuana Establishments (MEs). G.L. c. 94G §3 allows cities to adopt ordinances that impose reasonable safeguards on the operation of non-medical marijuana establishments, provided they are not unreasonably impracticable and are not in conflict with the law. The special permit and site plan review requirements set forth in this Section shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law.

**181.652 Purpose.** The purpose of this ordinance is to allow state-licensed MEs to exist in the City of Fitchburg in accordance with applicable state laws and regulations and impose reasonable safeguards to govern the time, place and manner of ME operations and any business dealing in Marijuana Accessories in such a way as to ensure public health, safety, well-being, and reduce undue impacts on the natural environment as it relates to cultivation, processing and manufacturing subject to the provisions of this Zoning Ordinance, M.G.L. c. 40A, M.G.L. c. 94G and any other applicable law. Therefore, this ordinance may permit MEs in locations suitable for lawful MEs where there is access to regional roadways, where they may be readily monitored by law enforcement for health and public safety purposes, and to minimize adverse impacts on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, operation security, and removal of MEs.

This Section is intended to coexist with the existing Section 181.64 regarding MMDs and MMMs.

**181.653 Definitions.** Where not expressly defined in the Zoning Ordinance, terms used in this Zoning Ordinance referring to non-medical use marijuana shall be interpreted as defined in G.L. c. 94G, as the same may be amended from time to time, and regulations issued by the Cannabis Control Commission (CCC). The following definitions, consistent with this expressed intent, shall apply in the interpretation and enforcement of this section:

1. "Marijuana Products", products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for non-medical use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.
2. "Marijuana Establishment" (ME), a Marijuana Cultivator, Independent testing laboratory, Marijuana Product Manufacturer, Marijuana Retailer or any other type of licensed non-medical marijuana-related business.
3. "Marijuana Cultivator" (MC), an entity licensed to cultivate, process and package non-medical marijuana, to deliver non-medical marijuana to ME's and to transfer marijuana to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MC.
4. "Marijuana Product Manufacturer" (MPM), an entity licensed to obtain, manufacture, process and package non-medical marijuana and marijuana products, to deliver non-medical marijuana and marijuana products to ME's and to transfer non-medical marijuana and marijuana products to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MPM.

5. "Marijuana Retailer" (MR), an entity licensed to purchase and deliver non-medical marijuana and marijuana products from ME's and to deliver, sell or otherwise transfer non-medical marijuana and marijuana products to ME's and to consumers.
6. "Independent testing laboratory", a laboratory that is licensed by the CCC and is: (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the CCC; (ii) independent financially from any medical marijuana treatment center or any licensee or ME for which it conducts a test; and (iii) qualified to test marijuana in compliance with regulations promulgated by the CCC pursuant to G.L. c. 94G.
7. "Experienced Operator," any MMD or MMM facilities, as defined by Section 181.64 of the Zoning Ordinance, having already received a special permit and site plan review approval by the City, prior to the passage of Section 181.65 of this Ordinance, which remain in good standing without violation of any ordinance, statute, or condition of their special permit.
8. "Moral Character" means the degree to which a person's history demonstrates honesty, fairness and respect for the rights of others and for conformance to the law, which may include consideration of whether an individual has:
  - a. Ever had a professional license denied, suspended or revoked;
  - b. Ever had a business license denied, suspended or revoked;
  - c. Ever had a marijuana-related business license denied, suspended, revoked, or placed on administrative hold, or was subjected to a fine for violation of a marijuana-related zoning ordinance;
  - d. Ever had a business temporarily or permanently closed for failure to comply with any tax, health, building, fire, zoning or safety law;
  - e. Ever had an administrative, civil or criminal finding of delinquency for failure to file or failure to pay employment, sales, property or use taxes;
  - f. Ever been convicted of a felony, sex offense, or other offense involving violence, distribution of controlled substances, excluding marijuana-related possession offenses, or other moral turpitude;
  - g. Within the previous sixty months been convicted of a misdemeanor or other offense involving the distribution of controlled substances, or driving under the influence of alcohol or other substance (DUI, OUI) convictions

#### **181.654 Prohibitions and Limitations.**

181.6541 It shall be unlawful for any person to operate a ME without obtaining a special permit and undergoing site plan approval pursuant to the requirements of this Ordinance, except as provided for an Experienced Operator.

181.6542 An Experienced Operator may operate a ME of the same type as the medical marijuana facility for which they have been granted a special permit and approved site plan review by the City without obtaining a new special permit, provided that the Experienced Operator must receive site plan approval for the new use as a ME, that the ME is located in the same facility for which the Experienced Operator received the prior special permit and site plan approval, and that the gross square footage of such facility is not increased by more than ten (10%) percent.

181.6543 A separate special permit is required for each different ME detailed in section 181.653, above, or in the case of an Experienced Operator, a separate site plan review.

181.6544 As defined in G.L. c. 94G, the number of MRs shall be limited to the amount specified by City ordinance Section 56-3, as the same may be amended from time to time. No special permit may be granted for a MR which results in a violation of this limit.

181.6545 A ME may only be involved in the use permitted by its definition. MRs may only be located in buildings containing other retail, commercial, residential, industrial, or any other uses, including other types of MEs, if the MR is separated by full walls from any and all other uses.

181.6546 Independent Testing Facilities may be permitted under special permit by the Planning Board in the Industrial (I), Light Industrial (LI), Central Business (CBD), Commercial & Automotive (C&A) and Neighborhood Business (NBD) Zoning Districts. MRs may be permitted under special permit by the Planning Board in the Commercial and Automotive (C&A), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts in accordance with 181.313 of the Table of Principal Uses, with the exception that no special permit may be granted for any MR located in that portion of the contiguous Central Business Zoning District that includes Main Street which lies to the north of the railroad track dissecting said specific zone and west of the intersection of Holt Street and Summer Street until the intersection of Main Street and Prospect Street. On-site or social consumption, so called, is prohibited as a use. All other MEs may be permitted under special permit by the Planning Board in the Industrial and Light Industrial Zoning Districts.

181.6547 MEs shall be prohibited as an Accessory Use or Home Occupation in all zoning districts. No ME shall be permitted to have drive-up or walk-up facilities as described in Section 181.3246 of this Zoning Ordinance.

181.6548 No marijuana or Marijuana Product shall be smoked, eaten, ingested, consumed or otherwise used within the premises of any ME.

181.6549 No ME may be operated in a mobile facility or outside of a fully enclosed building or structure, excepting deliveries to off-site MRs and home deliveries to consumers permitted or licensed by applicable state and local regulations.

181.65410 No ME may be operated in such a manner as to cause or create a public nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

181.65411 The issuance of a special permit and site plan review pursuant to this chapter does not create an exception, defense, or immunity to any person or entity in regard to any potential criminal liability the person or entity may have for the production, distribution, or possession of marijuana.

181.65412 There shall be no use variances issued for any ME.

### **181.655 Application.**

In addition to the materials required under Section 181.93. (Special Permits) and Section 181.94 (Site Plan Review) of this Ordinance, the applicant shall submit the following:

1. All materials required under Section 181.645 of this Zoning Ordinance for an MMD or MMM facility, with the exceptions that any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME
2. Proof of approval from the Commonwealth of Massachusetts for the proposed ME by submitting copies of all required registrations, licenses and permits issued to the applicant by the state and any of its agencies for the proposed ME.
3. The name, address, email address, and phone number of all designated Managers of the ME, together with a criminal background check of such Managers and other evidence of Moral Character.
4. Proof that the detailed security plan, operation and management plan, and emergency response plans have been submitted to the Fitchburg Police Department and the Department of Planning and Community Development for comment and review at the same time or prior to the submission of the application, and any comment or response received by the applicant.
5. Proof that the applicant provided notification in writing at the same time or prior to the submission of the application to all property owners and operators of the uses listed under 181.656(5) within three hundred (300) feet of its proposed location and use, to provide them with the opportunity to comment to the Planning Board, as well as any and all comment or response received by the applicant.

6. Evidence demonstrating that the ME will be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located. This may include but shall not be limited to evidence of Moral Character.

181.6551 Upon receipt of a completed application, the Planning Board shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, Conservation Commission, and the Engineering Division of the Department of Public Works. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 30 days of referral of the application shall be deemed lack of opposition.

181.6552 After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other municipal boards and departments, the Planning Board may act upon the application for special permit and approval of site plan.

181.6553 In instances where any portion of a project involves a special permit application to or site plan review by the Planning Board for any ME, the Planning Board shall serve as the special permit granting authority for all other special permits required in connection with such project.

#### **181.656 Special Permit Criteria and Findings**

A MR, MC, MPM or Independent Testing Facility may be permitted pursuant to a Special Permit and Site Plan Review granted by the Planning Board. In granting a special permit for a MR, MC, MPM or Independent Testing Facility, in addition to the general criteria for a special permit in Section 181.93 of the Zoning Ordinance, the Planning Board must also make the following findings:

1. If the special permit is for a MR, that the MR is located in the Commercial & Automotive (C&A), Medical Services (MSD), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts, excluding the Central Business District which encompasses Main Street; or if the special permit is for an Independent Testing Facility, that the Independent Testing Facility is located in the Industrial (I), Light Industrial (LI), Central Business (CBD) Commercial & Automotive (C&A) or Neighborhood Business (NBD) Zoning District; or if the special permit is for any other ME, that the ME is located in the Industrial or Light Industrial zoning districts in accordance with 181.313 of the Table of Principal Uses.
2. The applicant has demonstrated that the ME 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 G.L. c. 94G, §12 General Marijuana Establishment Operation.
3. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.
4. The grant of the special permit will not exceed the limitation on permitted MRs set forth in Section 181.6544.
5. The ME is located at least three hundred (300) feet distant of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, a vocational school, a public or private college, junior 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, or any residence, including commercial residences such as hotels, motels, lodging houses, etc. 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 structure of the proposed ME.
  - a. The distance requirement may be reduced by the Planning Board provided that the applicant demonstrates, by clear and convincing evidence, that 1) the ME will employ adequate measures to prevent product diversion to minors, and 2) the ME is adequately buffered, and 3) the Planning Board determines that a shorter distance will suffice to accomplish the objectives set forth under §181.652.
6. The applicant has satisfied all of the conditions and requirements of this section and other applicable sections of the Zoning Ordinance and any applicable city ordinances.
7. The facility provides adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff, or members of the public and that storage and location of cultivation is adequately secured.
8. , The facility will not place an undue burden on public safety services of the City as may be adequately established to the satisfaction of the Planning Board, which shall consider the facility's lighting, whether or



not all of the facility is visible from a public way, whether or not the parking is contiguous with the facility or the parking arrangements are capable of being monitored by the applicant or the City, and whether or not the facility is or can be set up to promote the effective monitoring by Police Department patrols, as well as any other factors affecting public safety.

9. The facility meets all criteria required for a Special Permit for an MMD or MMM under Section 181.645 of this Zoning Ordinance, with the exceptions that
  - a. Any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME; and
  - b. Location in an area which does not have reasonable access to medical marijuana pursuant to Section 181.644(a) shall not be required.
10. The applicant has demonstrated, by substantial evidence of Moral Character and other evidence, that it will operate the ME in conformity with all applicable municipal ordinances, state laws and regulations and that its policies and procedures are designed to prevent violation of such laws, particularly including but not limited to Section 181.654 above.

### **181.657 Site Plan Review/Special Permit Conditions**

The Planning Board shall conduct site plan review and shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's ME, the following conditions shall be included in any site plan review or special permit granted under this Ordinance:

1. All conditions applicable to MMDs and MMMs under Section 181.646 of this Zoning Ordinance shall be applied to an ME, with the exceptions that
  - a. Any reference within Section 181.646 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME;
  - b. 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.
  - c. The provisions regarding signage contained in Section 181.646(f) and (g) shall not be included; and
  - d. The provisions revoking a special permit for cultivation or dispensing of marijuana for non-medical purposes in Section 181.646(p) shall not be applicable.
2. All business signage shall be subject to the requirements to be promulgated by the CCC and the requirements of Section 181.53 of this Zoning Ordinance.
3. The ME shall not violate any provision of the Zoning Ordinance, including but not limited to Section 181.654 above.
4. Display of marijuana, Marijuana Products and Marijuana Accessories shall be limited to an area which is accessible only by persons aged twenty-one (21) years or older, and the applicant shall establish such controls and monitoring as are necessary to ensure that this area is not accessed by persons under the age of twenty-one (21) years.
5. The ME shall regularly verify to the City its efforts to ensure the health, safety, and well-being of the public, and to limit undue impacts on the natural environment, by the use of high efficiency equipment to limit energy and water usage demand, by the purchase of renewable energy credits, by the use of LED lighting equipment, by the prohibition or limitation of pesticides, insecticides and similar chemicals, and by any other methods designed to further this purpose.
  - a. The Planning Board may impose specific conditions relating to the preservation or improvement of public safety, including but not limited to lighting, visibility, surveillance, security cameras, parking arrangements, and accessibility for police patrol.
6. ME shall be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located.
7. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.



## 181.658 Termination and Modification

181.6581 A special permit or site plan approval may be terminated due to violation of any of its conditions. In addition, a special permit or site plan approval shall terminate upon:

1. Failure of the permit holder to commence operations at the ME within twelve (12) months of the date of approval; or
2. Transfer of ownership of the ME without approval of the Planning Board. For these purposes, transfer of ownership shall include any reallocation of ownership or change in business structure which results in a change of its designated representatives or responsible individuals; or
3. Termination of the Host Community Agreement or failure to pay a host fee or Impact Fee under the Agreement to the City.

181.6582 A special permit or site plan approval may be modified by the Planning Board after public hearing. No modification is permitted for a change of location; a special permit holder must submit a new application for a change in location. Any changes in the application materials from the original materials must be submitted with a request for modification. No transfer of ownership, except a transfer to an affiliated entity, shall be permitted for two years after the date of approval of the special permit or site plan review unless required due to the death or disability of an owner. If the special permit holder requests approval of a transfer of ownership, then the holder must submit proof:

1. That the new owner will operate the ME in accordance with the terms of the special permit, as shown by evidence of Moral Character and other substantial evidence; and
2. That all amounts due under the Host Community Agreement have been timely paid and no taxes, fines, penalties, fees, or other charges due to the City are currently unpaid.

## 181.659 Severability.

The provisions of this Ordinance are severable. If any provision, paragraph, sentence, or clause of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

TO AMEND THE DEFINITIONS OF RMD, MMD AND MMM IN SECTION 181.10 TO REMOVE A REQUIREMENT THAT THE OPERATOR BE A NON-PROFIT ENTITY, AS FOLLOWS:

181.10 REGISTERED MARIJUANA DISPENSARY (RMD) – Also known as a Medical Marijuana Treatment Center, is an establishment approved and licensed by the Massachusetts Department of Public Health (MDPH) pursuant to 105 CMR 725.000, owned and operated by **an entity** registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as marijuana-infused products (“MIPs”), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. A RMD shall not be eligible as a “non-exempt agricultural use” or as a “non-exempt educational use” and shall only be permitted as allowed in accordance with City of Fitchburg Zoning Ordinance. Further, the following definitions shall apply for the purposes of distinguishing the permitting and regulation of RMD dispensing uses from RMD cultivation uses within this Ordinance:

- a) Medical Marijuana Dispensary (MMD) facility – A Registered Marijuana Dispensary that is located off-site from the cultivation/processing facility (and controlled and operated by the same registered and approved **entity** which operates an affiliated RMD) but which serves only to dispense the processed marijuana, related supplies and educational materials to registered Qualifying Patients or their personal caregivers in accordance with the provisions of MDPH regulations 105 CMR 725.000.
- b) Medical Marijuana Manufacturing (MMM) facility – A Registered Marijuana Dispensary that is located off-site from the dispensing facility (and controlled and operated by the same registered and approved **entity**

which operates an affiliated RMD) but which serves only to cultivate and process marijuana, and marijuana infused products in accordance with the provisions of MDPH regulations 105 CMR 725.000.

#### TO ADD THE FOLLOWING SECTION REGULATING SIGNS

Add 181.5364

181.5364 Signs for Marijuana Establishments

All signs for Marijuana Establishments shall be in conformity with the provisions of G.L. c. 94G and all applicable federal, state and local regulations, including regulations issued by the Cannabis Control Commission. Temporary and promotional signage for Marijuana Establishments are prohibited.

#### TO AMEND THE REQUIREMENTS FOR SITE PLAN REVIEW BY AMENDING SECTION 181.9414 AS FOLLOWS:

181.9414. Siting, construction or expansion of a Registered Marijuana Dispensary (RMD) or **Marijuana Establishment (ME)**.

#### TO AMEND THE TABLE OF PRINCIPAL USES BY ADDING SECTIONS 181.313D(15), (16) AND (17) and 181.313D(28) AS FOLLOWS:

- D15. All Marijuana Establishments (ME), except for Marijuana Retailers (MR). Update chart with SP FOR LI, and I zones by Planning Board (N for all other districts).
- D16. Marijuana Retailers (MR). Update chart with SP FOR C&A, I, LI, and NBD; SP\* “\*See Ordinance” for CBD (N for all other districts).
- D17. Independent Testing Laboratory, Update chart with SP in I, LI, CBD, C&A and NBD districts (N for all other districts).
- C29. Marijuana Social Consumption Establishment, N for all districts.

#### TO AMEND THE PROHIBITED HOME OCCUPATIONS BY ADDING THE FOLLOWING TO SECTION 181.333:

181.333 Prohibited Home Occupations:

- Marijuana Establishment (ME) or similar facility
- Registered Marijuana Dispensary (RMD) or similar facility

In City Council May 15, 2018

Ordinance as amended was sent to a first and second reading and ordered advertised by vote of 9 in favor and 1 opposed (Donnelly). 10 members present. Board consists of 11 members.

Anna M. Farrell, City Clerk

## 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, Dr. Karen Munkacy, attest as an authorized representative of Garden Remedies, Inc. 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 May 7, 2018.
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 April 26, 2018, 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 May 4, 2018 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 April 24, 2018, 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.



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world*

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## Public Notice

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Mortgage reserves the right to bid at all  
any and all time to continue the sale and  
terms of the sale as written or oral announce  
before or during the foreclosure sale. If the  
aside for any reason the Purchaser at the  
entitled only to the minimum of the deposit  
purchaser shall have no further recourse  
Mortgagor, the Mortgagee, or the Mortgage  
The description of the property and the  
mortgage shall continue to the event of an  
publication. **TIME WASTERS OF THE E**  
Other terms, if any, to be announced at  
Federal National Mortgage Association (F  
Present Holder of the Mortgage  
By its Attorneys  
ORLANDO  
PO Box 543  
Waltham, MA 02454  
Phone: (781) 798-1000  
17:089914

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Call or write us today  
to get Control with style.

Write us, describe  
City and Location.

We'll send you a Personalized  
Control with style.

# Sentinel & Enterprise MARKETPLACE

**Public Notice**

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**  
By virtue and in execution of the Power of Sale contained in a certain Mortgage given by **Berta Perez** to Mortgage Electronic Registration Systems, Inc. as nominee for Resmaa Mortgage Corporation, its successors and assigns, dated October 4, 2006 and recorded with the Worcester County (Northern District) Registry of Deeds at Book 6274, Page 117, subsequently assigned to Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for Structured Asset Securities Corporation Mortgage Loan Trust 2007-DS1 by Mortgage Electronic Registration Systems, Inc., Solely as Nominee for Resmaa Mortgage Corporation, its successors and assigns.

**Public Notice****Public Notice**

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**  
By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Christopher P. Moorhead to NE Moves Mortgage, dated August 29, 2003 and recorded with the Worcester County (Northern District) Registry of Deeds at Book 4928, Page 199, subsequently assigned to NE Moves Mortgage Corporation by assignment recorded in said Worcester County (Northern District) Registry of Deeds at Book 6104, Page 345, subsequently assigned to Mortgage Electronic Registration Systems, Inc. by PHH Mortgage Corporation (the "Mortgagee") by assignment recorded in said Worcester County (Northern District) Registry of Deeds at Book 6744, Page 100, subsequently assigned to CM Mortgage, Inc.

**Public Notice****Public Notice**

Commonwealth of  
Massachusetts The Trial  
Court Probate and Family  
Court  
Worcester Probate and  
Family Court  
225 Main Street  
Worcester, MA 01608  
(508)851-2200  
Docket No.  
W018P1251EA  
**CITATION ON PETITION  
FOR FORMAL  
ADJUDICATION**  
Estate of  
Charles M Muih  
Deceased 07/16/1994

**Public Notice**

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**  
By virtue and in execution of the Power of Sale contained in a certain Mortgage, given by **Vincent J. Caluso and Kandi A. Caluso** (the "Mortgagor"), to L-C Federal Credit Union, a lending institution, with a usual place of business at 300 Bemis Road, Fitchburg, MA 01420 (the "Mortgagee"), dated April 2, 2008, and recorded at Worcester Northern District Registry of Deeds in Book 6696, Page 118, (the "Mortgage"), of which Mortgage the undersigned is the present holder, for breach of the conditions of the Mortgage and for purposes of foreclosing the same will be sold at Public Auction at 11 o'clock AM on May 18, 2018 on the premises located at **1110 Litchfield Plaza Drive, Leominster, Massachusetts**, which are all and singular the premises described in the Mortgage.

**Public Notice**

PO Box 540540  
Waltham, MA 02454  
Phone: (781) 790-7800  
17-008356

April 19, 26, 2018  
May 3, 2018

**Public Notice****Public Notice**

**NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING PROPOSAL OF GARDEN REMEDIES, INC.  
TO INCLUDE ADULT-USE MARIJUANA CULTIVATION  
AND MANUFACTURING AT ITS CURRENT MEDICAL  
USE OF MARIJUANA CULTIVATION AND  
MANUFACTURING FACILITY AT**

**307 AIRPORT ROAD, FITCHBURG, MASSACHUSETTS**  
Garden Remedies, Inc. ("Garden Remedies") will be hosting a Community Outreach Meeting ("the Meeting") on May 7th, 2018 at The Eastwood Club, 389 Townsend Street, Fitchburg, Massachusetts at 6:00 p.m. Members of the public are encouraged to attend the Meeting, at which Garden Remedies, which currently operates a Medical Use of Marijuana Cultivation and Manufacturing Facility at 307 Airport Road, Fitchburg, Massachusetts (the "Property"), will outline its proposal to apply for Adult-Use Marijuana Cultivation and Manufacturing licenses at the Property pursuant to M.G.L. Chapter 94G and Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:  
1. The type of Adult-Use Marijuana Establishment to be located at the Property.

2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely.

3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors.

4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.

5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Members of the Fitchburg community will be encouraged to ask questions and to engage in discussions with representatives of Garden Remedies. A copy of this notice is on file with the offices of the City Clerk, the Mayor, the City Council, and the Planning Board, Fitchburg City Hall, 166 Boulder Drive, Fitchburg, Massachusetts. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on the public or private street or way, all 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.

April, 26, 27, 2018

water bills, municipal liens and assets of tenants and parties in possession, and costs.

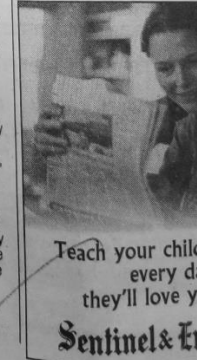
**TERMS OF SALE:**

A deposit of FIVE THOUSAND DOLLARS (\$5,000.00) in the form of a certified check or money order will be delivered at or before the time the successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the bidding. The balance of the purchase price shall be paid within thirty (30) days from the date of the sale. The successful bidder shall provide a certified check, bank transfer or other check satisfactory to Mortgagee reserves the right to bid; any and all bids, to continue the sale terms of the sale by written or oral agreement or during the foreclosure sale. The successful bidder shall be entitled only to a return of the deposit if the purchaser shall have no further claim against the Mortgagee or the Mortgagee's assignee. The description of the premises shall control in the event of any discrepancy between the publication. **TIME WILL BE OF THE ESSENCE.**

Other terms, if any, to be announced at the time of the sale. Present Holder of said Property is:

By Its Attorney  
ORLANDO PC  
PO Box 54054  
Waltham, MA 02  
Phone: (781) 790-  
17-009914

April 26, 2018 May 3,



**NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING PROPOSAL OF GARDEN REMEDIES, INC.  
TO INCLUDE ADULT-USE MARIJUANA CULTIVATION AND MANUFACTURING  
AT ITS CURRENT MEDICAL USE OF MARIJUANA CULTIVATION AND  
MANUFACTURING FACILITY AT  
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Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The type of Adult-Use Marijuana Establishment to be located at the Property.
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely.
3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors.
4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Members of the Fitchburg community will be encouraged to ask questions and to engage in discussions with representatives of Garden Remedies.

A copy of this notice is on file with the offices of the City Clerk, the Mayor, the City Council, and the Planning Board, Fitchburg City Hall, 166 Boulder Drive, Fitchburg, Massachusetts. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all 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.

**NOTICE OF COMMUNITY OUTREACH MEETING  
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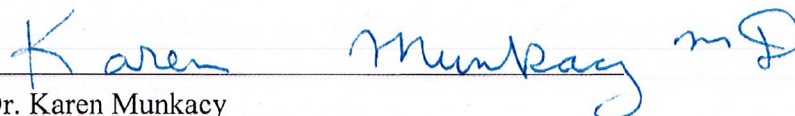


## Host Community Agreement Certification Form

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).

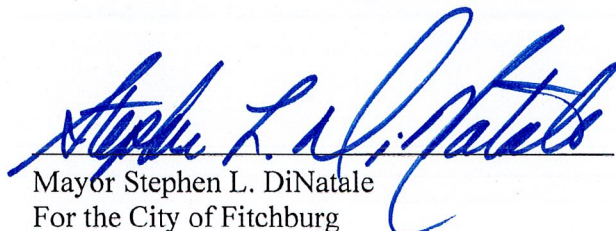
### Applicant

I, Dr. Karen Munkacy, certify as an authorized representative of Garden Remedies, Inc. that the applicant has executed a host community agreement with pursuant to G.L.c. 94G § 3(d) on April 18, 2018.

  
Dr. Karen Munkacy  
President/CEO Garden Remedies, Inc.

### Host Community

I, Mayor Stephen L. DiNatale, certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Fitchburg to certify that the applicant and City of Fitchburg executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 18, 2018.

  
Mayor Stephen L. DiNatale  
For the City of Fitchburg

## Garden Remedies, Inc. Plan to Remain Compliant with Local Zoning

A Site Plan Review and Special Permit was approved and granted to GRI by City of Fitchburg on August 21, 2018 for Adult Use Cultivation and Processing of Marijuana.

The following information was submitted to the City of Fitchburg in order to receive GRI's approval as an experienced operator under the City of Fitchburg's Marijuana Establishments (ME) Ordinance Section 181.6542.

*181.6542 An Experienced Operator may operate a ME of the same type as the medical marijuana facility for which they have been granted a special permit and approved site plan review by the City without obtaining a new special permit, provided that the Experienced Operator must receive site plan approval for the new use as a ME, that the ME is located in the same facility for which the Experienced Operator received the prior special permit and site plan approval, and that the gross square footage of such facility is not increased by more than ten (10%) percent.*

1. Shall continue to attend the "look-back" review meetings with staff from the Planning Department, Transportation Division of the Public Works Department and the Newton Police Department at intervals of 6, 12, 18 and 24 months.
2. Hours of operation will maintain to be from 10 a.m. to 8:00 p.m. Monday through Thursday, and from 10 a.m. to 9:00 p.m. on Friday and Saturdays; the Marijuana establishment shall not be open on Sundays.
3. We will maintain that no more than 12 employees on site at any one time.
4. Continue to adhere to the implements set by the Transportation Demand Management Plan to prevent employees from occupying parking stalls both in the surface parking facility and on-street parking stall.
5. Continue to employ a City of Newton Police Detail on site from the hours of 5 p.m. to 10 p.m. during operating days.
6. Employ a security professional to monitor the property, including the surface parking lot, during all operating hours. The security professional is and will always be available to consult with the Newton Police Department, Newton Fire Department, and any law enforcement agencies.
7. limit on-site transactions to one ounce of marijuana, or its equivalent in whatever form the marijuana is dispensed, per customer per site visit, with the

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balance of the order, if any, delivered to customers' homes, provided home delivery is allowed by the Cannabis Control Commission.

8. Maintain registration with the Massachusetts Department of Public Health and/or the Cannabis Commission. Within 1 week from the date of the initial and annual renewal of its registration, the Garden Remedies Inc. shall file a copy of the same with the Clerk of the City Council, the Commissioner of Inspectional Services, and the Planning Department. Garden Remedies Inc. shall immediately notify the Clerk of the City Council, the Commissioner of Inspectional Services and the Planning Department if its registration is not renewed or is revoked.

Stephen DiNitale, Mayor  
City Hall  
166 Boulder Drive  
Fitchburg, MA 01420

Dear Mayor DiNitale,

As you know, Garden Remedies, Inc. operates a medical and adult use marijuana cultivation and processing facility ("MMTC") at 307 Airport Road in Fitchburg. Pursuant to 935 CMR 500.103(4), Garden Remedies received approval for the renewal of its MMTC license to operate in Fitchburg from the Cannabis Control Commission ("CCC") on December 24<sup>th</sup>, 2019. As a condition of that renewal, the CCC has required that we request from Fitchburg, our host community, the records of any cost to the city anticipated or actual, resulting from the operation of our MMTC within Fitchburg.

In order to comply with this condition of our renewal, we are submitting to your office our formal request for records of any cost incurred by over the past year as a result of our operations. Please send any documentation to by mail and e-mail to:

Garden Remedies, Inc.  
c/o Taylor Schlacter, Compliance Manager  
150 Baker Avenue Extension  
Concord, MA 01742  
tschlacter@gardenremedies.com

The CCC requires that we submit a response by December 24<sup>th</sup>, 2020. If the City of Fithburg does not respond we are obligated to submit an attestation to the CCC to that effect. Please do not hesitate to reach out if you have any questions.

Sincerely,



Taylor Schlacter  
Compliance Manager  
Garden Remedies, Inc.



## **Plan for Positive Impact**

Garden Remedies, Inc. (GRI) recognizes that cannabis prohibition has had a disproportionate impact on various communities and will adhere to a plan to positively impact areas of disproportionate impact, as defined by the Commission. (See *935 CMR 500.101(2)(b)(10)* ). As the industry begins in earnest in Massachusetts, it is fully recognized that GRI has a responsibility to ensure it is contributing to its community. GRI's cultivation site and processing center are located in Fitchburg, MA. Fitchburg, Massachusetts has been identified by the Cannabis Control Commission (CCC) as an area that has been disproportionately impacted by cannabis prohibition. GRI currently employs many Fitchburg residents at the medical marijuana cultivation site and processing center, and GRI has committed to providing even more jobs to Fitchburg residents upon receiving its licensure for adult use cultivation and adult use processing from the Cannabis Control Commission (CCC). GRI and its management team is fully committed to ensuring it is maintaining this positive contribution to the City of Fitchburg.

As stated in the Community Host Agreement, GRI plans to ensure that it creates a positive and lasting impact on the Fitchburg community of which it will be a part. GRI is committed to ensuring that it continues to foster positive relationships with the City of Fitchburg's elected officials such as the Mayor, his staff, the City Council and the city employees and members of the Planning Board. GRI has promised the City of Fitchburg that it will fund a Community Relations Board whose purpose will be to determine how each gift or grant of funds, goods and/or services will be donated to a specific local charity or to contribute to a community's specific need.

GRI is committed to serving communities and people living in areas considered to be of 'disproportionate impact' by the CCC in both Fitchburg and throughout the Commonwealth of Massachusetts. GRI plans to achieve its goals of serving individuals who have been negatively impacted in a disproportionate manner by cannabis prohibition through the implementation of its 'Catalyst Mentoring Program' and participating in various job fairs and events within the cannabis industry such as interviewing applicants for cannabis jobs at the MassCBA Job Fair in Roxbury and speaking on the 'Women in Cannabis' panel at Boston CannaCon.

GRI is launching its 'Catalyst Mentoring Program' to equip newcomers with the skills and knowledge they need to succeed in the fast-evolving and complex cannabis industry. The program is designed to mentor participants who have been approved as Economic Empowerment priority applicants by the Massachusetts Cannabis Control Commission. The mentoring program aims to ensure diversity in the new cannabis market. Catalyst begins with an orientation class and tour on October 15 at Garden Remedies' state-of-art cultivation and processing facility in Fitchburg, MA.

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The Catalyst Mentoring Program is a natural extension of Garden Remedies' focus on educating patients and the public at large about the many benefits of the natural medicine and increasing access to safe, pure and regulated cannabis products.

The 14-week GRI Catalyst Mentoring Program will have a series of in-person and virtual learning experiences and mentoring sessions aimed at addressing the unique business challenges and opportunities in the cannabis industry. Along the way, participants will be paired with Garden Remedies mentors to offer fresh perspectives and one-on-one feedback. Each class will have access to three learning tracks: processing, cultivation or retail—with access to the knowledge in our high-tech lab, kitchen, cultivation facility or retail dispensary.

There is no fee to participate in this program. Interested participants can learn more and apply at <http://bit.ly/GRICatalyst> or visit Garden Remedies' booth at the 2018 Boston Freedom Rally at the Historic Boston Common on September 14, 15 and 16. Applications are due September 28.

GRI will also continue to participate in education workshops with the Cannabis Society and Elevate Northeast to promote community engagement with a specific focus on engaging diverse populations such as women, various minority groups, and persons with disabilities.

GRI will conduct continuous and regular evaluations of the implementations of these goals to have a positive impact on communities impacted disproportionately by cannabis prohibition. GRI will evaluate the success of its positive impact plan within its quarterly reports.



William Francis Galvin  
Secretary of the  
Commonwealth

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

Date: April 11, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**GARDEN REMEDIES, INC.**

is a domestic corporation organized on **July 22, 2013**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

Certificate Number: 18040256410

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:





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

mass.gov/dor

Letter ID: L0818727040  
Notice Date: April 25, 2018  
Case ID: 0-000-569-033



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GARDEN REMEDIES INC  
116 CHESTNUT HILL RD  
CHESTNUT HILL MA 02467-1310

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

The Commissioner of Revenue certifies that, as of the date of this certificate, GARDEN REMEDIES INC 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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



Examiner

# The Commonwealth of Massachusetts

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

## ARTICLES OF ORGANIZATION (General Laws, Chapter 180)

Name  
Approved

KL

### ARTICLE I

The exact name of the corporation is:

Garden Remedies, Inc.

### ARTICLE II

The purpose of the corporation is to engage in the following activities:

See Attached.

C ☐  
P ☐  
M ☐  
R.A. ☐

7

P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

Garden Remedies, Inc.  
Articles of Organization  
Article II: Purposes

---

The corporation is organized for nonprofit purposes including, but not limited to, providing wellness services to patients suffering from debilitating medical conditions; educating patients and community stakeholders about wellness and public health; and engaging in community activities related to wellness and public health. As permitted by law, the corporation may engage in any and all activities in furtherance of, related to, or incidental to these purposes, the activities being lawful for a corporation formed under Chapter 180 of the General Laws of Massachusetts. Any revenue from the corporation shall be used solely in furtherance of the corporation's nonprofit purposes.

### ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

May Be Set Forth in Bylaws.

### ARTICLE IV

**\*\*Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:**

See Attached.

### ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

**\*\*If there are no provisions, state "None".**

**Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.**



Garden Remedies, Inc.  
Articles of Organization  
Article IV: Other Provisions

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The corporation is organized exclusively for nonprofit purposes. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation.

In the event of dissolution of the corporation, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation, as the board of directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

No officer or director of the corporation shall be personally liable to the corporation for monetary damages for or arising out of a breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an officer or director to the extent that such liability is imposed by applicable law (i) for a breach of the officer's or director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (iii) for any transaction from which the officer or director derived an improper personal benefit.

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or director of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

This Article constitutes a contract between the corporation and the indemnified officers and directors. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer or director under this Article shall apply to such officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.



#### ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

#### ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in *Massachusetts* is:

60 Kendrick Street  
Needham, MA 02494

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:	See Attached.		
Clerk:			
Directors: (or officers having the powers of directors)			

c. The fiscal year of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is: NA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 22 day of July, 2013.

  
Tracey Bolotnick  
Hurwit & Associates, 1150 Walnut Street, Newton, MA 02461

*Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.*

Garden Remedies, Inc.  
Articles of Organization  
Article VII: Officers and Directors

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Officers

Dr. Karen Munkacy, MD, President  
60 Kendrick Street  
Needham, MA 02494

Dr. Karen Munkacy, MD, Treasurer  
60 Kendrick Street  
Needham, MA 02494

Dr. Karen Munkacy, MD, Clerk  
60 Kendrick Street  
Needham, MA 02494

Directors

Dr. Karen Munkacy, MD  
60 Kendrick Street  
Needham, MA 02494

CU#6863

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION  
(General Laws, Chapter 180)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$65 having been paid, said articles are deemed to have been filed with me this 22 day of July 2013

1202768

Effective date: \_\_\_\_\_

**WILLIAM FRANCIS GALVIN**  
*Secretary of the Commonwealth*

SECRETARY OF THE  
COMMONWEALTH  
2013 JUL 22 PM 12:03  
CORPORATIONS DIVISION

**TO BE FILLED IN BY CORPORATION**  
Contact information:

Adam Fine  
Vicente Sederberg LLC  
77 Franklin Street, Floor 3  
Boston, MA 02110

Telephone: (617) 299-6650

Email: Adam@VicenteSederberg.com

A copy this filing will be available on-line at [www.state.ma.us/sec/cor](http://www.state.ma.us/sec/cor) once the document is filed.

**BYLAWS**  
**of**  
**GARDEN REMEDIES, INC.**

**July 23, 2014**



**BYLAWS**  
**of**  
**GARDEN REMEDIES, INC.**

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BYLAWS  
Of  
GARDEN REMEDIESN

January 4, 2016

ARTICLE 1

General Provisions

**Section 1.1 Name.** The name of this corporation is Garden Remedies, Inc. and shall herein be referred to as "the corporation."

**Section 1.2 Offices.** The principal business office of the corporation shall be at 116 Chestnut Hill Rd., Newton MA 02467. The corporation may also have offices at such other places as the corporation may require.

**Section 1.3 Fiscal Year.** The fiscal year of the corporation shall begin on January 1 and end on the following December 31 of each year.

**Section 1.4 No Voting Members.** The corporation shall have no voting members. All powers of the corporation shall be held by the board of directors. Any action or vote required or permitted by any law, rule, or regulation to be taken by members shall be taken by action or vote of the same percentage of the board of directors of the corporation. No person now or hereafter designated by the corporation as a "member" for fundraising or other purposes shall be or be deemed to be a member for purposes of the Articles of Organization or bylaws of the corporation nor shall such person have any voting or fiduciary rights or responsibilities of the corporation.

ARTICLE 2

Statement of Purposes

The corporation is organized for nonprofit purposes including, but not limited to, providing wellness services to patients suffering from debilitating medical conditions; educating patients and community stakeholders about wellness and public health; and engaging in community activities related to wellness and public health. As permitted by law, the corporation may engage in any and all activities in furtherance of, related to, or incidental to these purposes, the activities being lawful for a corporation formed under Chapter 180 of the General Laws of Massachusetts. All Registered Medical Dispensaries (RMDs) related to the corporation shall at all times operate on a non-profit basis for the benefit of registered qualifying patients, and shall ensure that any revenue from the corporation's RMD(s) shall be used solely in furtherance of the corporation's nonprofit purposes.



## ARTICLE 3

### Board of Directors

**Section 3.1 Authority.** The business and affairs of the corporation shall be controlled and governed by the board of directors, which shall have the right to exercise all powers of the corporation as permitted by law.

**Section 3.2 Composition.** The number of directors and the manner by which new directors are nominated and appointed shall be determined by the directors.

**Section 3.3 Terms of Office.** Except as provided herein, the board of directors shall determine the length and number of terms to be served by directors.

**Section 3.4 Meetings.** The board of directors shall hold annual meetings each year and may select the time and place for annual and other meetings of the board. Other meetings of the board of directors may be called by the president or by a majority of the directors then in office by delivering notice in writing, of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

**Section 3.5 Quorum and Voting.** A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board. At any meeting of the board of directors at which a quorum is present, a majority of those directors present shall decide any matter, unless a different vote is specified by law, the Articles of Organization, or these bylaws.

**Section 3.6 Meetings by Remote Communication.** One or more directors may attend any annual, regular, special, or committee meeting of the board through telephonic, electronic, or other means of communication by which all directors have the ability to fully and equally participate in all discussions and voting on a substantially simultaneous basis. Such participation shall constitute presence in person at such meeting.

**Section 3.7 Action Without a Meeting.** Any action required or permitted to be taken at any board meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors with respect to such subject matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a vote of the board of directors.

**Section 3.8 Waiver of Notice for Meetings.** Whenever any notice of a meeting is required to be given to any director under the Articles of Organization, these bylaws, or the laws of Massachusetts, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

**Section 3.9 Committees.** The board of directors may create such standing and special committees as it determines to be in the best interest of the corporation. The board of directors shall determine the duties, powers, and composition of such committees, except that the board shall not delegate to such committees those powers which by law may not be delegated. Each such committee shall submit to the board of directors at such meetings as the board may designate, a report of the actions and recommendations of such committees for consideration and approval by the board of directors. Any committee may be terminated at any time by the board of directors.



**Section 3.10 Compensation.** Directors as such shall not receive any salaries for their services on the board, but directors shall not be precluded from serving the corporation in any other capacity and receiving reasonable compensation.

**Section 3.11 Resignation.** Any director may resign by delivering a written resignation to the corporation at its principal office or to the president or clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

**Section 3.12 Removal.** Except as provided herein, any director may be removed, with or without assignment of cause, by a vote of the majority of the entire board of directors at any meeting of the board of directors. No member of the board shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the director whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought. Founding Directors Ken or Karen Munkacy shall be directors in perpetuity and may only be removed for Cause upon a 3/4 vote of the disinterested directors. For the purpose of this Section "Cause" shall mean if any director: (1) fails to qualify as a dispensary agent as determined by the Massachusetts Department of Public Health ("DPH"); (2) is found unsuitable or unqualified to sit as director of a registered marijuana dispensary as determined by DPH pursuant to written notice to the non-profit; (3) engages in any negligent, reckless, or intentional action or inaction that causes substantial financial or reputational injury to the non-profit, or jeopardizes the non-profits ability to receive or a renew a marijuana dispensary permit, as determined in a written opinion of the non-profit's legal counsel; or (4) or disability of the director such that the director cannot perform the director's duties for a period equal to ninety (90) days in any three hundred sixty-five (365) day period.

**Section 3.13 Vacancies.** Any vacancy occurring in the board of directors shall be filled by the board of directors in accordance with Section 3.2. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

## ARTICLE 4

### **Officers**

**Section 4.1 Officers.** The officers of the corporation shall be a president, a treasurer, and a clerk of the board of directors and such other officers as may be elected in accordance with the provisions of this Article.

**Section 4.2 Election.** The officers of the corporation shall be elected annually by the board of directors at the annual meeting. Each officer shall hold office until a successor shall have been elected and qualified.

**Section 4.3 Vacancies.** A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.



**Section 4.4 Removal.** Any officer may be removed, with or without assignment of cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors. No officer shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the officer whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

**Section 4.5 President.** The president shall preside at all meetings of the board of directors. The president, or other proper officer or agent of the corporation authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

**Section 4.7 Treasurer.** The treasurer, or other proper officer or agent of the corporation authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipt for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors.

**Section 4.8 Clerk.** The clerk shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these bylaws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

## ARTICLE 5

### **Corporate Transactions**

**Section 5.1 Contracts.** The board of directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined by specific instances.

**Section 5.2 Indebtedness.** All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by the president or treasurer, or such other officer or agent of the corporation as from time to time may be determined by the board of directors. In the absence of such determination of the board, such instruments shall be signed by the president or treasurer of the corporation.

**Section 5.3 Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, brokerages, or other depositories as the board of directors shall select.

## **ARTICLE 6**

### **Books and Records**

The corporation shall keep at the principal office of the corporation correct and complete books and records of account; minutes of the proceedings of board of directors; and a register of the names and addresses of the directors of the corporation. All books, and records of the corporation may be inspected by any director, or agent or attorney thereof, for any proper purpose at any reasonable time.

## **ARTICLE 7**

### **Restrictions on Activities**

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation.

## **ARTICLE 8**

### **Dissolution**

In the event of dissolution of the corporation, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation, as the board of directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

## **ARTICLE 9**

### **Conflicts of Interest**

Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval. This Article may be further defined by the directors in pursuant to a written policy incorporated herein.



## **ARTICLE 10**

### **Personal Liability**

No officer or director of the corporation shall be personally liable to the corporation for monetary damages for or arising out of a breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an officer or director to the extent that such liability is imposed by applicable law (i) for a breach of the officer's or director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (iii) for any transaction from which the officer or director derived an improper personal benefit.

## **ARTICLE 11**

### **Indemnification**

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or director of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

This Article constitutes a contract between the corporation and the indemnified officers and directors. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer or director under this Article shall apply to such officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

## **ARTICLE 12**

### **Amendments to Bylaws**

These bylaws may be amended or repealed by a majority vote of the entire board of directors, provided however that amendment or repeal of Sections 3.12 and this Section 12, must also be approved by founding director, Dr. Karen Munkacy.

## **Article 13**

### **Policies**

The Board of Directors may adopt policies that shall be incorporated into these By-Laws. The following policies have been adopted and incorporated herein:

- Appendix 1: Conflict of Interest Policy
- Appendix 2: Whistleblower Policy
- Appendix 3: Document Retention and Destruction Policy
- Appendix 4: Compensation Setting Policy
- Appendix 5: Comprehensive Information Security Policy

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**GARDEN REMEDIES, INC  
CONFLICT OF INTEREST POLICY**

**I. Definitions**

For purposes of this policy, the term "interest" shall include any personal connection or connection as a director, officer, member, stockholder, shareholder, partner, manager, trustee, beneficiary, employee or consultant of any concern on the part of a director, officer or key employee of Garden Remedies, Inc. (the "Non-profit") or his/her immediate family member.

The term "concern" shall mean any corporation, association, trust, partnership, limited liability group, firm, person or entity other than the Non-profit.

**II. Policy**

No director, officer or key employee of the Non-profit shall be disqualified from holding any office or post in the Non-profit by reason of any interest in any concern. A director, officer or key employee of the Non-profit shall not be disqualified from engaging, either as vendor, purchaser or otherwise, or contracting or entering into any transaction with the Non-profit or with any entity of which the Non-profit is an affiliate, provided, however, that the following precautions are undertaken:

1. The interest of such director, officer or key employee is fully disclosed to the board of directors prior to its entering into the transaction.
2. No interested director, officer or key employee may vote or lobby (lobbying shall not include presenting to the board or a director about the benefits of the transaction) on the matter or be counted in determining the existence of a quorum at the meeting of the board of directors at which such matter is voted upon.
3. Any transaction in which a director, officer or key employee has an interest shall be duly approved by the disinterested directors as being in the best interest of the Non-profit. The disinterested directors shall seek and examine comparison data, showing the availability and price of alternative transactions, in making such determination.
4. Payments to the interested director, officer, or key employee shall be reasonable and shall not exceed fair market value.
5. The minutes of the meeting at which the disinterested directors vote on the transaction shall reflect that disclosure of the potential conflict was made, that the interested director(s) abstained from voting, the rationale for approval, and how each disinterested director voted. The minutes shall be prepared and finalized within 30 days of such meeting.

Directors, officers and key employees are required to disclose interests that could give rise to conflicts at least annually.

## Appendix 2

### **GARDEN REMEDIES, INC WHISTLEBLOWER POLICY**

#### **I. Expectation**

Garden Remedies, Inc.. (the "Non-profit") expects directors, officers and employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

#### **II. Open Door Policy**

If any director, officer or employee has complaints, concerns, or questions as to the ethics or legality of a particular action taken by another director, officer or employee, he/she is encouraged to raise such complaints, concerns or questions with the relevant individual. With respect to directors, the relevant individual is the chair of the board of directors or any other director. With respect to officers and employees, the relevant individual is the Executive Director, if there is one in office, and if not, any member of the board. In the event the director, officer or employee believes there may have been a legal transgression, and that it is not reasonable to raise the issue with a board member or the Executive Director, he/she should contact an outside attorney. Anyone filing a complaint concerning a violation or suspected violation of a law, regulation or ethical requirement must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Individuals making baseless or malicious accusations will be disciplined up to and including termination.

#### **III. Requirement of Investigation**

Within a reasonable time of receiving a complaint, concern or question regarding compliance with a law, regulation or ethics requirement, the Executive Director and/or board member shall open an investigation into the matter and pursue it to resolution. Should the Executive Director or board member find that a law, regulation or ethics requirement has been violated, appropriate action should be taken.

#### **IV. Confidentiality**

To the degree possible, the names of the individuals reporting under this Whistleblower Policy shall be kept confidential.

#### **V. Protection from Retaliatory Action**

Neither the Non-profit nor its managers may take any negative employment or other retaliatory action against any director, officer or employee who in good faith reports a violation of a law or regulatory requirement. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline including, but not limited to, termination of employment.

#### **VI. General Policy**

This general policy is not a contract and it may be rescinded or amended at any time by the Non-profit. It is not intended to and does not create any legally enforceable rights whatsoever for any employee.



**GARDEN REMEDIES, INC.**  
**DOCUMENT RETENTION AND DESTRUCTION POLICY**

**I. Retention Policy**

Garden Remedies, Inc. (the "Non-profit") takes seriously its obligations to preserve information relating to litigation, audits, and investigations. The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Non-profit may be required to keep in the future.

From time to time, the Non-profit may suspend the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings.

<b>File Category</b>	<b>Item</b>	<b>Retention Period</b>
<b>Corporate Records</b>	<i>Bylaws and Articles of Incorporation</i>	Permanent
	<i>Corporate resolutions</i>	Permanent
	<i>Board and committee meeting agendas and minutes</i>	Permanent
	<i>Conflict-of-interest disclosure forms</i>	4 years
<b>Finance and Administration</b>	<i>Financial statements (audited)</i>	7 years
	<i>Auditor management letters</i>	7 years
	<i>Payroll records</i>	7 years
	<i>Check register and checks</i>	7 years
	<i>Bank deposits and statements</i>	7 years
	<i>Chart of accounts</i>	7 years
	<i>General ledgers and journals (includes bank reconciliations)</i>	7 years
	<i>Investment performance reports</i>	7 years
	<i>Equipment files and maintenance records</i>	7 years after disposition
	<i>Contracts and agreements</i>	7 years after all obligations end
	<i>Correspondence — general</i>	3 years
<b>Insurance Records</b>	<i>Policies — occurrence type</i>	Permanent
	<i>Policies — claims-made type</i>	Permanent
	<i>Accident reports</i>	7 years
	<i>Safety (OSHA) reports</i>	7 years

	<i>Claims (after settlement)</i>	7 years
	<i>Group disability records</i>	7 years after end of benefits
<b>Real Estate</b>	<i>Deeds</i>	Permanent
	<i>Leases (expired)</i>	7 years after all obligations end
	<i>Mortgages, security agreements</i>	7 years after all obligations end
<b>Tax</b>	<i>IRS Tax returns and related correspondence</i>	Permanent
	<i>IRS Form 1120s</i>	7 years
	<i>State Tax returns</i>	7 years
<b>Human Resources</b>	<i>Employee personnel files</i>	Permanent
	<i>Retirement plan benefits (plan descriptions, plan documents)</i>	Permanent
	<i>Employee handbooks</i>	Permanent
	<i>Workers comp claims (after settlement)</i>	7 years
	<i>Employee orientation and training materials</i>	7 years after use ends
	<i>Employment applications</i>	3 years
	<i>IRS Form I-9 (store separate from personnel file)</i>	Greater of 1 year after end of service, or three years
	<i>Withholding tax statements</i>	7 years
	<i>Timecards</i>	3 years
<b>Technology</b>	<i>Software licenses and support agreements</i>	7 years after all obligations end

## II. Electronic Documents and Records

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods should be tested on a regular basis.

## III. Emergency Planning

The Non-profit's records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Non-profit operating in an emergency should, if possible, be duplicated or backed up at least weekly and maintained off-site.



#### IV. Document Destruction

Documents should be eliminated at the end of the relevant retention period. Destruction of financial and personnel-related documents should be accomplished by shredding.

Document destruction with respect to relevant documents will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or lawsuit.

#### V. Compliance

The Non-profit will periodically review these procedures with legal counsel or the Non-profit's certified public accountant to ensure that they are in compliance with new or revised regulations.

## Appendix 4

### **GARDEN REMEDIES, INC COMPENSATION SETTING POLICY**

#### **I. Introduction**

This policy codifies the procedures by which the board of directors of Garden Remedies, Inc. (the "Non-profit") sets the compensation of directors, top management officials, officers and key employees ("executive compensation"). These procedures are designed to comply with the "safe harbor" requirements set forth in the tax regulations on intermediate sanctions to create a rebuttable presumption of reasonableness in compensation levels.

#### **II. Policy**

The board of directors shall oversee the setting of executive compensation and shall (1) determine compensation of all directors, top management officials, officers and key employees, and (2) review, assess and approve the reasonableness of such compensation on a regular basis.

In order to be approved as reasonable, compensation must be an amount that would ordinarily be paid for comparable work by similarly situated organizations under like circumstances. The particular education, experience and skill of the compensated individual may also be taken into account.

#### **III. Guidelines**

Compensation determinations made by the directors will be made in accordance with the following guidelines:

- i. In setting and determining the reasonableness of executive compensation, the board shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.
- ii. Board members involved in setting and approving executive compensation, as well as any third parties providing professional advice to the board members in connection with setting and approving executive compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Board members shall have no conflict of interest for these purposes if they (i) will not economically benefit from the compensation arrangement, (ii) are not family members of a person who will economically benefit, (iii) have no material financial interest affected by the compensation arrangement, and (iv) are not family members of a person who has a material financial interest affected by the compensation arrangement.
- iii. Timely and accurate minutes of all final actions by the board regarding the setting and approval of executive compensation will be recorded and held with board records. Such minutes will include (1) the terms of the approved compensation arrangement and the date approved, (2) a list of the board members present during discussion, showing those who approved the arrangement, those who rejected it and those who recused themselves due to conflicts of interest, (3) the comparability data relied upon and how such data was obtained, and (4) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.



## Appendix 5

# **GARDEN REMEDIES, INC COMPREHENSIVE INFORMATION SECURITY POLICY**

## **I. OBJECTIVE**

It is the objective of JM Farm's Patient Group, Inc. ("Non-profit") in the development and implementation of this comprehensive information security program ("CISP") to create effective administrative, technical and physical safeguards for the protection of personal information, and to comply with obligations under 201 CMR 17.00. This CISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. For purposes of this CISP, "personal information" means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. Non-profit generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public.

## **II. PURPOSE**

The purpose of the CISP is to:

- Ensure the security and confidentiality of personal information;
- Protect against any anticipated threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

## **III. DATA SECURITY COORDINATOR**

RMD appoints the Treasurer to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:

- Initial implementation of the CISP;
- Regular testing of the CISP's safeguards;
- Evaluating the ability of each of Non-profit's third party service providers to implement and maintain appropriate security measures for the personal information to which Non-

profit permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;

- Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in Non-profit's business practices that may implicate the security or integrity of records containing personal information; and
- Conducting an annual training session for all directors, officers, employees, volunteers and independent contractors, including temporary and contract employees who have access to personal information on the elements of the CISP.

#### **IV. HANDLING PERSONAL INFORMATION**

##### **A. Paper Records**

All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with Non-profit's document destruction policy using an office-grade shredder. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible employee, and if hand delivered, will not be left unattended at any point in the transition.

Checks. When Non-profit receives checks from members of the public, it will make only one hard copy and keep it in a locked file cabinet with restricted access. The checks themselves will also be kept under lock and key until they are deposited.

Paper employment records. Paper employment records must be kept under lock and key and accessed only by staff members responsible for employment issues and/or by the Executive Director.

Confidentiality. Information held about registered qualifying patients, personal caregivers, and dispensary agents is confidential and shall 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 Massachusetts Department of Public Health may access this information to carry out official duties.

##### **B. Electronically Held Records**

Non-profit requires the following security systems with respect to the maintenance of personal information on its computers:

Authentication Protocols. The Data Security Coordinator shall secure user authentication protocols including:

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;



- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

Access Protocols. The Data Security Coordinator shall implement the following secure access control measures:

- Restrict access to records and files containing personal information to those who need such information to perform their job duties; and
- Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that is reasonably designed to maintain the integrity of the security of the access controls.

Restriction on E-mailing Personal Information. Non-profit will not, as a general rule, send or accept personal information by e-mail. To the extent exceptions must be made, the security measures described in this CISP shall be taken.

Encryption. Should any records and files containing personal information be transmitted across public networks or wirelessly, such records or files shall be encrypted. Personal information stored on laptops and other portable devices shall also be encrypted.

Monitoring. Non-profit shall take all steps necessary to reasonably monitor its computer network for unauthorized use of or access to personal information.

Firewalls. All files containing personal information on a system that is connected to the Internet shall be protected by a reasonably up-to-date firewall protection and operating system security patches designed to maintain the integrity of the personal information.

Virus protection. All computers containing personal information shall be protected by reasonably up-to-date versions of system security agent software, including malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

Confidentiality. Information held about registered qualifying patients, personal caregivers, and dispensary agents is confidential and shall 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 Massachusetts Department of Public Health may access this information to carry out official duties.

### **C. Vendors**

Non-profit routinely shares personal and financial information with its payroll service, its CPA firm, legal counsel, credit card vendors and Pay Pal. Non-profit requires each of these organizations to send written evidence, signed by an authorized person, confirming that they follow a security plan that fully complies with 201 CMR 17.



## **V. Training**

The Data Security Coordinator shall ensure that all employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers who have access to personal information are trained on the data security requirements provided in this CISP.

## **VI. PERSONS SEPARATING FROM NON-PROFIT**

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers upon termination or resignation shall immediately be denied access to physical and electronic records containing personal information and will be required to return or destroy all records and files containing personal information in any form that may at the time of such termination or resignation be in their possession or control, including all such information stored on laptops, portable devices, or other media, or in files, records, notes, or papers.

## **VII. SECURITY BREACH AND NOTIFICATION**

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers, shall as soon as practicable and without unreasonable delay notify the Data Security Coordinator when such person knows or has reason to know of a security breach or when the person knows or has reason to know that personal information was acquired or used by an unauthorized person or used for an unauthorized purpose.

A "security breach" is any unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information that creates a substantial risk of identity theft or fraud. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for lawful purposes, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

When the Data Security Coordinator is informed of a security breach, she will (1) notify the individual whose information was compromised, and (2) notify the Massachusetts Attorney General and the Office of Consumer Affairs and Business Regulation.

The notice to the individual will be in writing, possibly by electronic mail, and will include the following information:

- A general description of the incident;
- Identification of the personal information that may be at risk;
- A description of Non-profit's security program;
- A phone number to call within Non-profit for further information;
- Suggestion of extra caution, to review account statements, and to obtain a credit report; and

- Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

The notice to the Office of Consumer Affairs and Business Regulation and to the Attorney General will include the following:

- A detailed description of the nature and circumstances of the breach of security;
- The number of people affected as of the time of notification;
- The steps already taken relative to the incident;
- Any steps intended to be taken relative to the incident subsequent to notification; and
- Information regarding whether law enforcement is engaged investigating the incident.

Non-Retaliation. Non-profit will not retaliate against anyone who reports a security breach or non-compliance with CISP, or who cooperates in an investigation regarding such breach or non-compliance. Any such retaliation will result in disciplinary action by the responsible parties up to and including suspension or termination.

Documentation. Non-profit shall document all responsive actions taken in connection with any incident involving a security breach.





Compassionate Relief. Rooted in Medicine.

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### **Persons or Entities Having Direct or Indirect Authority**

Paula Nickerson, who served in the role of controller, transitioned out of Garden Remedies over the summer, gradually transferring all work to the Finance team under the direction of GRI's new Chief Financial Officer, Sean Mack. As of September 17th, 2018, her work was fully transitioned and she is no longer employed by Garden Remedies or performing work for the company in any capacity. Ms. Nickerson's separation was not related to her qualifications, the quality of her work, or any financial discrepancies or wrongdoing. Ms. Nickerson's departure did not impact in any way the company's compliance with its legal obligations or its commitment to offering the safest, best products.



PREMIUM **2013** CANNABIS

~~~~~  
GROWN WITH CARE IN CENTRAL MASSACHUSETTS  
CANNABIS PURVEYORS  
~~~~~

*We help people  
live their best lives  
by expanding  
access to  
safe, legal and  
natural cannabis  
products.*



- **GRI Overview**
  - Sales Channels & Dispensaries
  - Products & Brands
  - Cultivation & Processing
  - Professional Team
- **The Investment Opportunity**
- **Looking Ahead**
- **Exhibits**
  - Exhibit A: Senior Management Bios



# Timeline



**2013-2015:**

## **Vision + Beginnings**

- **GRI founded 2013**
- Political advocacy
- Newton political+ legal process
- Investment recruitment begins
- GRI brand launch



**2016:**

## **Business Blossoms**

- **First seeds planted 05/05/2016**
- Political initiatives continue, GRI matures
- **11/16/2016: Newton Dispensary Opens**



**2017:**

## **Operations Expand**

- Brand expansion
- Retail sales grow
- Cultivation Phase II planned
- **Home Delivery launches**



**2018:**

## **Political Battles, Won**

- Opt Out defeated
- Adult use permits
- New branding, PR
- **11/16/2018: Melrose Dispensary Opens**



**2019:**

## **Retail Maturation**

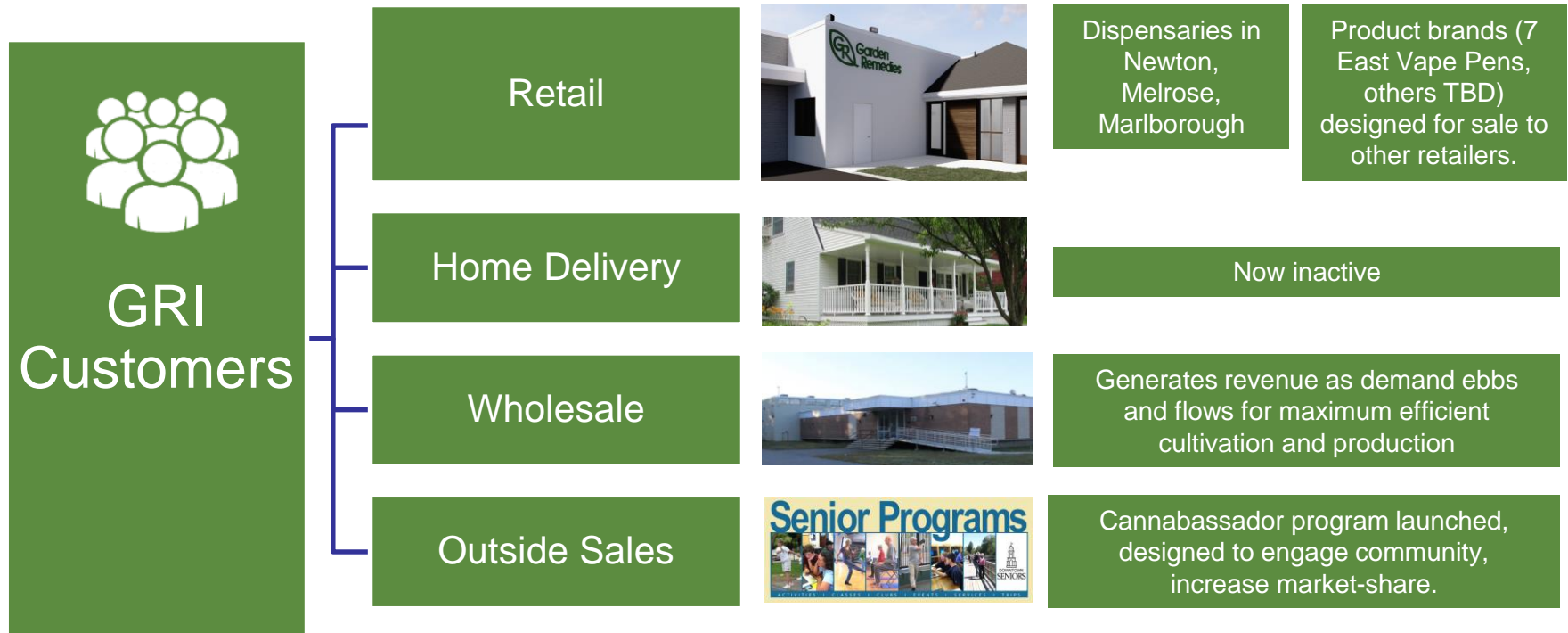
- 1Q: Adult use begins, expands
- **Marlborough opens**
- 7East Vape Pens & other brands launch
- Multi-state expansion





# GRI OVERVIEW

# Sales Channels







**GRI is one of the most experienced and robust Massachusetts cannabis companies; we've been growing, cultivating, and dispensing cannabis since 2016.**

**Where it starts: Fitchburg Cultivation & Processing Facility**

- GRI's cannabis is grown to the best organic standards, that also meets the rigorous testing standards of the Department of Health and Cannabis Control Commission.
- GRI products are researched, tested and once approved, produced, processed and packaged in our state-of-the-art laboratory.
- Our commercial kitchen creates edibles, under the management of professional Chefs.

**Where product connects with customers:**

- GRI provides more than 50 cannabis products to more than 1,200 customers per week.
- Home delivery reaches 6 Massachusetts counties
- GRI opened its Newton dispensary on November 15, 2016, one of the first medical marijuana dispensaries in Massachusetts. We have received top social media patient reviews for strong medical knowledge and a friendly, comfortable atmosphere.
- GRI's Patient Care Advocates (PCAs) encourage and teach patients to use edibles, tinctures or vaporizers rather than through smoking.
- GRI also educates patients on the proper and medically-safe usage of all forms of medical cannabis and the appropriate dosing techniques.
- New products are continuously under development, responding to customer demand and feedback.

# State-of-the-Art Cultivation & Processing (Fitchburg, MA)



**GRI planted its first 1,500 seeds in May 2016.**

- As the largest cultivation facility in Massachusetts (82,045 sq. ft.), GRI's grow operation is a unique and critical competitive advantage over other cannabis companies because it offers a reliably large production volume and diverse cannabis product mix – critical for medical and adult use.
- GRI uses a sophisticated, automated “seed-to-sale” inventory tracking system enabling its staff to efficiently manage DPH's extensive compliance and reporting requirements at both the cultivation facility and in its Newton dispensary as well. GRI works closely with its DPH counterpart to ensure that all compliance directives are properly implemented and monitored.



# Fitchburg Operating Summary

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## Size:

82,045 sq. ft. Total

Cultivation & Processing: 19,345 sq.ft. (P1), 17,005 sq. Ft. (P2),

Office: 7,445 sq. Ft.

Expansion Capacity: 38,250 sq. Ft.

## Features:

Surveillance cameras throughout

Employee locker rooms with showers, Air Showers before clean room areas

## Cultivation:

Clone Room, Transplant Room, Mother Room, 3 Large Vegetation Rooms, 6 Large Grow Rooms, 3 Drying & Cure Rooms, Large Trimming Room, Container Washing Room

## Processing:

Commercial Kitchen for Medically-Infused Products ('MIPS'), with walk-in Refrigerator/Freezer Two Lab/Extract Rooms for concentrate production, Packaging Area, Secured Storage Room, Delivery Area Secured Entrance Area



# Newton Dispensary



# Newton Dispensary Operating Summary

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<b>Size:</b>	1,700 sq. ft., on 2 levels
<b>Main Floor:</b>	Entrance – secured control area ( <i>Initial patient screening before access</i> ) Surveillance cameras throughout 5 Patient Care Stations ( <i>each with medical product inventory &amp; payment capacity</i> ) Patient Consultation room Product displayed behind glass-lit shelving wall in patient waiting area Restroom ( <i>handicapped access</i> ) Exit area ( <i>to internal building lobby</i> )
<b>Basement:</b>	Employee break room Secured storage and equipment area ( <i>large limited-access secured room</i> )
<b>Staff on site:</b>	Approximately 6 employees, depending on time of day
<b>Hours:</b>	Monday to Saturday: 10:00 am to 8:00 pm

# Melrose Dispensary





# Melrose Dispensary (Opened Nov. 16, 2018)

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**Size:** 5,000 sq. ft., on 1 levels

**Front of the house:**

Entrance – secured control area (*Initial patient screening before access*)  
Surveillance cameras throughout  
5 Patient Care Stations (*each with medical product inventory & payment capacity*)  
Patient Consultation room  
Product displayed behind glass-lit shelving wall in patient waiting area  
Restroom (*handicapped access*)  
Exit area (*to internal building lobby*)

**Back of the house:**

Employee break room  
Secured storage and equipment area (*large limited-access secured room*)

**Staff on site:** Approximately 10 employees, depending on time of day

**Hours:** Monday to Saturday: 8:00 am to 8:00 pm  
Sunday: 12:00pm – 6:00pm

# Marlborough Dispensary - Opening Spring 2019



# Marlborough Dispensary – Opening Spring 2019

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**Size:** 3,300 sq. ft., on 1 levels

**Front of the house:**

Entrance – secured control area (*Initial patient screening before access*)  
Surveillance cameras throughout  
8 Patient Care Stations (*each with medical product inventory & payment capacity*)  
Patient Consultation room  
Product displayed behind glass-lit shelving wall in patient waiting area  
Restroom (*handicapped access*)  
Exit area (*to internal building lobby*)

**Back of the house:**

Employee break room  
Secured storage and equipment area (*large limited-access secured room*)

**Staff on site:** Approximately 10 employees, depending on time of day

**Hours:** Monday to Saturday: 10:00 am to 8:00 pm  
Sunday: 12:00pm – 6:00pm



# Dispensary Product Mix



**Flower:** Multiple strains, pre-rolls, travel packs

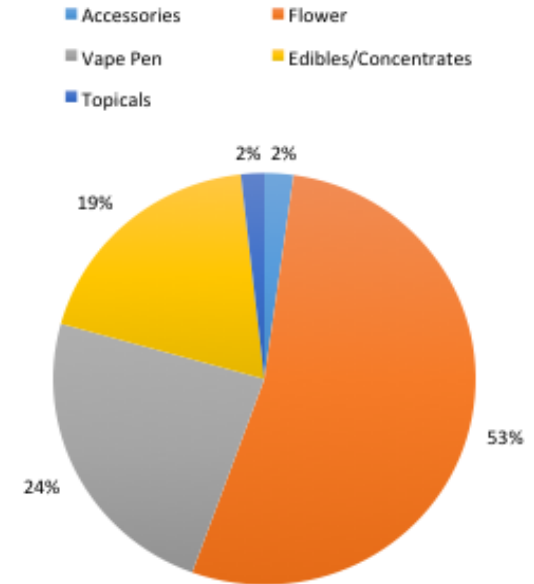
**Vape Pens:** 300mg & 500mg Cartridges, often strain-specific

**Tinctures:** CBD/THC mix and THC

**Capsules:** 10 Packs, including CBD capsules

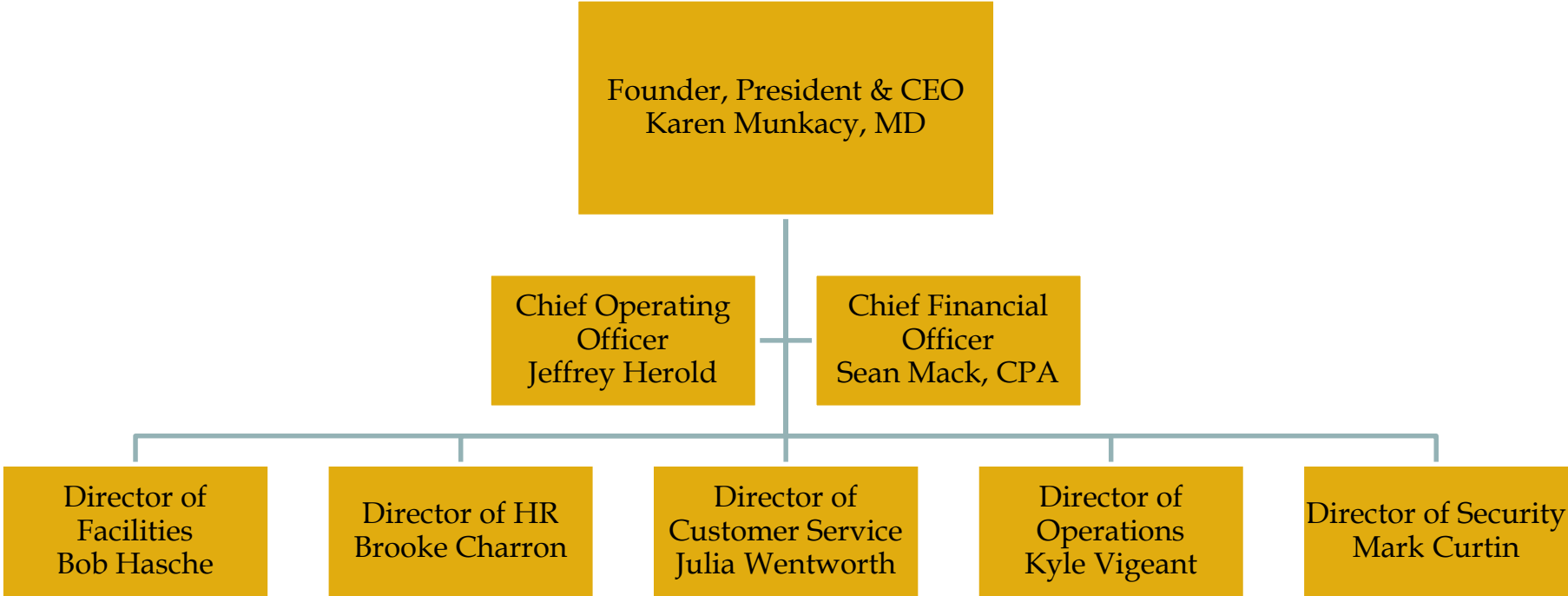
**Spa Products:** Topical lotions, oils, bath salts, body scrubs, lotion bars and bath bombs

**Marijuana Infused Products (MIPS):** Rosins, sap, kief, Rick Simpson Oil, Terpene Rich Extract, and edible products, including chocolates, hard candies, fruit gummies, caramels, chocolate chip cookies, infused sugar and honey





GRI has in place a Board of Directors and Senior Management Team with the experience and expertise needed for the emerging cannabis industry; the knowledge, skills and ability to properly manage, direct and control multiple dispensaries and a cultivation facility in the interests of public health and safety.



## Contact Details

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**President & CEO**

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Cell: +1-617-543-8181

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**Fitchburg, Ma 01420**

[www.gardenremedies.org](http://www.gardenremedies.org)



# Karen Munkacy, MD – President & CEO

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Dr. Munkacy, is a physician, mother and breast cancer survivor (cured 2005), who began her public health care advocacy with MMJ legalization in June 2011 when she testified in front of the Massachusetts State Legislature's Public Health Committee in favor of MMJ. Ultimately, with funding from the late Peter Lewis (the founder of Progressive Insurance Company, and former Princeton University trustee who financially supported MMJ initiatives nationwide for many years), Dr. Munkacy worked in conjunction with a major Boston-based political/lobbying group and was able to get MMJ legalization on the November 2012 ballot. Dr. Munkacy works for GRI on a full-time basis as its CEO and President.

Prior to her MMJ advocacy work, Dr. Munkacy had more than 30 years' experience in the medical and public health fields. After being diagnosed with breast cancer in 2004 and surviving the debilitating effects of her treatments, Dr. Munkacy knew there had to be a better way to alleviate the pain and suffering that breast cancer victims had endured. During her treatments, medical colleagues reported that MMJ was effective in treating symptoms like hers; because she did not want to break the law, Dr. Munkacy chose not to use the treatment.

Dr. Munkacy extensively researched medical marijuana (MMJ) and learned that the drug had a broad base of scientific evidence, medical support and patient interest. In an effort to spare others suffering, she began to speak about her experience and to encourage lawmakers and health care associations to support compassionate legislation to allow the use of medical marijuana to alleviate patient pain and discomfort across multiple illnesses.

In 2011, Dr. Munkacy became a board member of Americans for Safe Access. As an unpaid medical advisor, Dr. Munkacy has written editorials and has testified in front of lawmakers and administrative committees, medical specialists, law enforcement officials, and community organizations on the efficacy of medical marijuana treatment.

In addition to being an MMJ advocate, Dr. Munkacy is board certified in anesthesiology and fellowship trained in pain medicine; she has worked as a researcher and international medical consultant and advisor. Dr. Munkacy served as an assistant professor at UCLA and USC Medical Centers (Los Angeles, CA). She graduated from the University of Michigan with a B.S. in Biomedical Science and received her medical degree at the University of Michigan Medical School. She also was a Delegate to the Massachusetts Medical Society (which has over 24,000 physician members).



GARDREM-01

SMARQUIS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark Agency, LLC dba May Bonee & Clark 180 Glastonbury Boulevard Glastonbury, CT 06033	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (860) 430-3700 <b>FAX</b> (A/C, No): (860) 430-3730 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : James River Insurance Company</b>
<b>INSURED</b>  Garden Remedies Holdings LLC 307 Airport Road Fitchburg, MA 01420	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			00086513-0	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Products &amp; Completed</b>			00086512-0	10/24/2018	10/24/2019	Prod & Comp Ops Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: 416 Boston Post Road, Unit 1 Marlborough, MA 01752  
Cannabis Inventory \$500,000, contents \$26,475, tenants improvements \$601,616

## CERTIFICATE HOLDER

## CANCELLATION

Garden Remedies, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



GARDREM-01

SMARQUIS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Clark Agency, LLC dba May Bonee & Clark 180 Glastonbury Boulevard Glastonbury, CT 06033	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (860) 430-3700	<b>FAX (A/C, No):</b> (860) 430-3730
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> James River Insurance Company	
<b>INSURED</b>  Garden Remedies Holdings LLC 307 Airport Road Fitchburg, MA 01420	<b>INSURER B:</b> Protective Insurance	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			00086513-0	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 5,000,000
							GENERAL AGGREGATE \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ Excluded
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SS-2306690-01	12/4/2018	12/4/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Products & Completed			00086512-0	10/24/2018	10/24/2019	Prod & Comp Ops Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 307 Airport Road, Fitchburg, MA 01420

Cannabis Inventory \$341,276, contents \$2,999,400, tenants improvements \$9,875,249

## CERTIFICATE HOLDER

## CANCELLATION

Garden Remedies, Inc.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





GARDREM-01

SMARQUIS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2019

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<b>PRODUCER</b> Clark Agency, LLC dba May Bonee & Clark 180 Glastonbury Boulevard Glastonbury, CT 06033	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (860) 430-3700	<b>FAX (A/C, No):</b> (860) 430-3730
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> James River Insurance Company	
<b>INSURED</b>  Garden Remedies Holdings LLC 307 Airport Road Fitchburg, MA 01420	<b>INSURER B:</b> Protective Insurance	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			00086513-0	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 5,000,000
							GENERAL AGGREGATE \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ Excluded
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SS-2306690-01	12/4/2018	12/4/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Products & Completed			00086512-0	10/24/2018	10/24/2019	Prod & Comp Ops Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 697 Washington Street, Newton, MA 02458

Cannabis Inventory \$110,670, contents \$242,494, tenants improvements \$1,316,704

## CERTIFICATE HOLDER

## CANCELLATION

Garden Remedies, Inc.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



GARDREM-01

SMARQUIS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2019

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<b>PRODUCER</b> Clark Agency, LLC dba May Bonee & Clark 180 Glastonbury Boulevard Glastonbury, CT 06033	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (860) 430-3700 <b>FAX</b> (A/C, No): (860) 430-3730 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : James River Insurance Company</b> <b>INSURER B : Protective Insurance</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b>  Garden Remedies Holdings LLC 307 Airport Road Fitchburg, MA 01420	<b>NAIC #</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			00086513-0	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SS-2306690-01	12/4/2018	12/4/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Products &amp; Completed</b>			00086512-0	10/24/2018	10/24/2019	Prod & Comp Ops Agg \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 732 Newburyport Tpk, Melrose, MA 02176

Cannabis Inventory \$220,000, contents \$242,494, tenants improvements \$1,300,000

## CERTIFICATE HOLDER

## CANCELLATION

Garden Remedies, Inc.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **Garden Remedies, Inc. Separating Recreational from Medical Operations**

Prior to receiving an adult-use cultivation and processing and manufacturing license from the Commission, and pursuant to 935 CMR 500.105(8), Garden Remedies Inc. (“GRI”) will obtain marijuana and marijuana products from its cultivation and processing facility in Fitchburg, Massachusetts, which has been licensed as an RMD by the Cannabis Control Commission and is compliant with all applicable laws and regulations pursuant to 935 CMR 501.000. GRI will sell marijuana products in its possession when it receives approval from the Commission to commence sales, pursuant to 935 CMR 500.105(8) and subject to the patient supply reserve in 935 CMR 500.140(10). As GRI will be cultivating, processing and selling marijuana products for both medical use and for adult use, GRI will create virtual separation of the products, pursuant to 935 CMR 500.105(8)(g). At the point of sale, GRI will designate whether the marijuana products are intended for sale for adult use or medical use through tracking methodology approved by the Commission under 935 CMR 500.000.

As a co-located adult use and medical use location, and pursuant to 935 CMR 500.140(3), upon entry of GRI premises by an individual, a GRI agent shall immediately inspect the individual’s proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. If the individual is younger than 21 but at least 18 years of age, he or she shall not be admitted unless they produce an active medical registration card issued by the CCC. If the person holds an active medical card but is younger than 18, they must be accompanied by a personal caregiver with an active medical registration card. Proof of identification is also required.

A separate point of sale system will be in place for patients (non-taxed) and adult use patrons (taxed). Pursuant to 935 CMR 500.140(7) GRI shall provide for physical separation between medical and adult use sales areas. Separation will be provided by a temporary or semi- permanent physical barrier, such as a stanchion, that, in the opinion of the Commission, adequately separates sales areas of marijuana products for medical use from sales areas of marijuana products for adult use. GRI shall provide for separate lines for sales of marijuana products for medical use from marijuana products for adult use within the sales area, provided, however, that the holder of a medical registration



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card may use either line and shall not be limited only to the medical use line. GRI will provide an area that is separate from the sales floor to allow for confidential consultation.

GRI will ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 935 CMR 501.000, and pursuant to 935 CMR 500.140(10).



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### **Garden Remedies, Inc. Restricting Access to Age 21 or Older**

As a co-located adult use and medical use location, and pursuant to 935 CMR 500.140(3), upon entry into the premise of Garden Remedies, Inc. (GRI) by an individual, a GRI agent shall immediately inspect the individual's proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. If the individual is younger than 21 but at least 18 years of age, he or she shall not be admitted unless they produce an active medical registration card issued by the CCC. If the person holds an active medical card but is younger than 18, they must be accompanied by a personal caregiver with an active medical registration card. Proof of identification will also be required of personal caregivers.



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## **Garden Remedies, Inc. Record Keeping Procedures**

Garden Remedies, Inc.'s (GRI) records will be available to the Cannabis Control Commission ("CCC") upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with GRI, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of GRI and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

## **Garden Remedies, Inc. Quality Control and Testing of Product**

Pursuant to 935 CMR 500.160, Garden Remedies, Inc. (“GRI”) will not sell or market any marijuana product that is not capable of being tested by Independent Testing Laboratories, including testing of marijuana products and environmental media. GRI will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in CCC protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by GRI for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to GRI by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). GRI will never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

In accordance with 935 CMR 500.130(2), GRI will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. In addition, GRI’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), Garden Remedies, Inc. (“GRI”) will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. GRI will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. GRI storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The GRI storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.



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Garden Remedies, Inc. (“GRI”) has a Quality Manager who will oversee the manufacturing at the GRI facility to maintain strict compliance with CCC regulations and protocols for quality control and analytical testing. In accordance with 935 CMR 500.160 GRI grow areas are monitored for temperature, humidity, and CO2 levels this monitoring helps reduce the risk of crop failure. Ethical pest management procedures are utilized to naturally maintain a pest free environment alongside our True Living Organics (“TLO”) growing method.

All Marijuana Infused Products (“MIPs”) are produced using good manufacturing practices and safe practices for food handling to ensure quality and prevention of contamination.

Our quality assurance manager will ensure all batches of Marijuana and MIPs will be tested, by an Independent Testing Laboratory pursuant to 935 CMR 500.160. All products shall be tested for the cannabinoid profile and for contaminants as specified by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides.

Environmental media will be tested in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Cannabis Control Commission pursuant to 935 CMR 500.160(1). All testing results will be maintained by GRI for no less than one year in accordance with 935 CMR 500.160(3).

Samples that pass testing will be packaged for use or utilized in MIPs.

Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.



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## **Garden Remedies, Inc. Qualifications and Training**

Pursuant to 935 CMR 500.105(2)(a) Garden Remedies, Inc. (“GRI”) will ensure all dispensary agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive eight hours of on-going training annually. New dispensary agents will receive employee orientation prior to beginning work with GRI. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of GRI that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. GRI will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees will be registered as agents, in accordance with 935 CMR 500.030. All GRI employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of GRI shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in dispensary agents file. Training records will be retrained by GRI for at least one year after agents’ termination. Dispensary agents will have continuous quality training and a minimum of 8 hours annual on-going training.



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## **Personnel Policies**

It is Garden Remedies, Inc.'s ("GRI") policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. GRI will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law. In accordance with 935 CMR 500.101(2)(e)(8)(h), Garden Remedies, Inc. (GRI) is updating and modifying its personnel policies, including background check policies, for its adult-use Marijuana Establishments that will be colocated within its existing RMD cultivation and processing sites in the City of Fitchburg and its retail dispensary in the City of Newton.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by GRI to be involved in discriminatory practices are subject to disciplinary action and may be terminated. GRI strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, GRI has and follows a set of detailed written operating procedures for each location. GRI has developed and will follow a set of such operating procedures for each facility. GRI's operating procedures include, but need not be limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935

CMR 500.160;

(h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

(i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

(j) Alcohol, smoke, and drug-free workplace policies;

(k) A plan describing how confidential information will be maintained;

(l) A policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

3. 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.

(m) A list of all board members and executives of a Marijuana Establishment, 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 Marijuana Establishment's website. (n) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

1. 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;

2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of GRI that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. GRI will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.



All GRI employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by GRI and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, GRI's personnel records will be available for inspection by the Commission, upon request. GRI's records will be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

(d) The following personnel records of GRI:

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 of GRI's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with GRI and shall include, at a minimum, the following:
  - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. documentation of verification of references;
  - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. documentation of periodic performance evaluations;
  - f. a record of any disciplinary action taken; and
  - g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

(g) Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. GRI understands that in the event that GRI were to close, all records will be kept for at least two years at the expense of GRI.



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### **Garden Remedies, Inc. Maintaining of Financial Records**

Garden Remedies Inc.'s ("GRI") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall 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, stipends 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 non-profit corporation.

Following the closure of GRI, all records will be kept for at least two years at the expense of GRI and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

# Massachusetts Energy and Water Report

MA CCC Grower ID#	RMD 205-C
PowerScore Comply ID#	673
PowerScore ID#	<a href="#">#47496576</a>
Name of Farm	GRI Fitchburg
Renewal application date	6/27/2021
Compliance Year	2020
Postal Code	01420
Electric Production Efficiency (grams/kWh)	0.0813
Annual Total Dry Cannabis Flower & Byproduct (Grams)	508,023
How do you weigh produced flower?	Wet flower weight
Annual Total Cannabis Flower & Byproduct As Weighed (Grams)	2,540,115
Annual Total Electricity Usage (kWh)	6,248,900
On-Site Renewable Energy Source	None
Annual Maximum Peak Electric Demand (kW)	1,371
Natural Gas Units	Therms
Annual Total Natural Gas (Therms)	66,827
Back Up Generator Units	Gasoline (Gallons)
Annual Total Wood (Tons)	0
Annual Total Water (Gallons)	769,738

Dry weight estimated to be 20% of wet weight.

## Monthly Breakdowns

Month	Electricity Usage (kWh)	Peak Electric Demand (kW)	Water (Gallons)
Nov '19	542,150	1,299	76,301
Dec '19	495,250	1,226	65,080
Jan '20	488,250	1,164	70,316
Feb '20	504,700	1,255	51,615
Mar '20	514,850	1,133	74,057
Apr '20	498,750	1,202	68,820
May '20	475,300	1,180	69,568
Jun '20	525,700	1,225	56,103
Jul '20	535,500	1,330	55,355
Aug '20	603,400	1,371	53,859
Sep '20	538,650	1,339	60,592
Oct '20	526,400	1,358	68,072

Month	Natural Gas (Therms)
Nov '19	4,714
Dec '19	6,211
Jan '20	8,211
Feb '20	8,026
Mar '20	8,533
Apr '20	6,853
May '20	5,005
Jun '20	5,103
Jul '20	3,591
Aug '20	3,438
Sep '20	3,233
Oct '20	3,910