



# Massachusetts Cannabis Control Commission

## Marijuana Cultivator

### General Information:

License Number: MC282119  
Original Issued Date: 07/22/2020  
Issued Date: 06/17/2021  
Expiration Date: 07/22/2022

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Heal Cultivation, LLC

Phone Number: 617-965-3500  
Email Address: tf@healmj.com

Business Address 1: 70 Pulaski Street  
Business City: Warren  
Business State: MA  
Business Zip Code: 01083

Business Address 2:  
Mailing Address 1: 4 Irving Road  
Mailing City: Weston  
Mailing State: MA  
Mailing Zip Code: 02493

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

## PRIORITY APPLICANT

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

## RMD INFORMATION

Name of RMD: Heal, Inc.  
Department of Public Health RMD Registration Number:  
Operational and Registration Status: Obtained Provisional Certificate of Registration only  
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: Percentage Of Control:  
Role: Manager Other Role:  
First Name: Patricia Last Name: Faass Suffix:



Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$826565.83 Percentage of Initial Capital: 100

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: 70 Pulaski Street

Establishment Address 2:

Establishment City: Warren

Establishment Zip Code: 01083

Approximate square footage of the Establishment: 52000

How many abutters does this property have?: 24

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.

Cultivation Environment: Indoor

#### FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community Outreach Form Warren (1).pdf	pdf	5cc9e711bf7c9d44e9107d7c	05/01/2019
Certification of Host Community Agreement	Warren HCA form.pdf	pdf	5ccc4f33bf7c9d44e910821f	05/03/2019
Plan to Remain Compliant with Local Zoning	Heal Warren plan to remain compliant with local zoning.pdf	pdf	5e38c66f64339304b08fd9f0	02/03/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$-1

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	MA Community Impact Plan Warren updated.pdf	pdf	5e431c7f4dd5bb049410637f	02/11/2020
Other	Center_of_Hope_Letter.pdf	pdf	5e431dda64339304b08ff0d0	02/11/2020
Other	Southbridge Food Share.pdf	pdf	5e431ddb5a2369047f2257b5	02/11/2020
Other	MA Community Impact Plan Warren updated.pdf	pdf	5e431ddc1c3b1d04a32b21d4	02/11/2020
Other	HEAL, INC_Nick_Perry.pdf	pdf	5e55679a64339304b0901b1f	02/25/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Other Role:  
First Name: Patricia Last Name: Faass Suffix:  
RMD Association: RMD Owner  
Background Question: no

#### Individual Background Information 2

Role: Other Role:  
First Name: Alexander Last Name: Oliphant Suffix:  
RMD Association: RMD Owner  
Background Question: no

#### Individual Background Information 3

Role: Other Role:  
First Name: James Last Name: Bonaccorsi Suffix:  
RMD Association: RMD Owner  
Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

Role: Parent Company Other Role:  
Entity Legal Name: TAJ Green, LLC Entity DBA:  
Entity Description: management company  
Phone: 617-930-5304 Email: tf@healmj.com  
Primary Business Address 1: 4 Irving Road Primary Business Address 2:  
Primary Business City: Weston Primary Business State: MA Principal Business Zip Code: 02493  
Additional Information:

### MASSACHUSETTS BUSINESS REGISTRATION

#### Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Heal Cult LLC Cert GS.pdf	pdf	5cc9ea7edf25934c58f86c27	05/01/2019
Bylaws	Heal Cultivation, LLC - Operating Agreement (single-member) [EXECUTED] (M1315887xB1386).pdf	pdf	5cc9ea80e2695d45078d8401	05/01/2019
Articles of Organization	Heal Cultivation, LLC - Certificate of Organization [FILED] (M1315880-2xB1386).pdf	pdf	5cc9ea8151be434c62d2bb4a	05/01/2019
Department of Revenue - Certificate of Good standing	Heal Cultivation MADOR Certificate of Good Standing.pdf	pdf	5cc9ea84f25dae4c6c3f323d	05/01/2019

#### Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance -	HCLLC_DUA_Attestation.pdf	pdf	609d03923bbe600765b4ed34	05/13/2021

Certificate of Good standing				
Secretary of Commonwealth - Certificate of Good Standing	Cert_of_Good_Standing_Corp_051421.pdf	pdf	60a4d2f78ecb05074fe6d25f	05/19/2021
Department of Revenue - Certificate of Good standing	Cert_of_Good_Standing_Heal_Cult_05272021.pdf	pdf	60b0df4be03d9635ef5bd1f5	05/28/2021

Massachusetts Business Identification Number: 001364016

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Heal Business Plan_Warren.pdf	pdf	5e432ac51c3b1d04a32b2233	02/11/2020
Plan for Liability Insurance	Letter_of_Intent_to_Provide_Insurance_-_HEAL_Inc..pdf	pdf	5e4d50faf5e55e40432f71925	02/19/2020
Proposed Timeline	HCLLC_Timeline.pdf	pdf	609d0ed8247e180786c976fd	05/13/2021
Plan for Liability Insurance	HCLLC_BR_Insurance_policy.pdf	pdf	609d11756f8420077bfc8f22	05/13/2021
Plan for Liability Insurance	HCLLC_GL_Insurance_policy.pdf	pdf	609d117cd91389075ed3b10d	05/13/2021
Plan for Liability Insurance	HCLLC_BR_Insurance-binder.pdf	pdf	609d1182031c12076ccf45f3	05/13/2021

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	Heal, Inc Qualifications and Training.pdf	pdf	5cc9ec7ecee9f84c343669a3	05/01/2019
Maintaining of financial records	Heal, Inc Maintaining of Financial Records.pdf	pdf	5cc9ecb2e2695d45078d8409	05/01/2019
Record Keeping procedures	Heal Recordkeeping Plan.pdf	pdf	5cc9ecb48e20fa4c3aba8261	05/01/2019
Dispensing procedures	Heal, Inc Dispensing.pdf	pdf	5cc9ecb7e2695d45078d840d	05/01/2019
Inventory procedures	Heal Inventory Procedures.pdf	pdf	5cc9ecd0942dc34c4ebe1cee	05/01/2019
Transportation of marijuana	Heal Transportation.pdf	pdf	5cc9ecd173349d44fd62b94d	05/01/2019
Storage of marijuana	Heal, Inc Storage of Marijuana.pdf	pdf	5cc9ecf45c356a44cb769e72	05/01/2019
Prevention of diversion	Heal Prevention of Diversion.pdf	pdf	5cc9ed00b1ec4a4c446c3a3a	05/01/2019
Security plan	Heal Security Plan.pdf	pdf	5cc9ed0136e3e844f3b532e9	05/01/2019
Policies and Procedures for cultivating.	Heal MA AU Cult.pdf	pdf	5cd593e80644270f9d87fed6	05/10/2019
Quality control and testing	Heal Cultivation LLC Quality Control and Testing Updated.pdf	pdf	5e38c9e461c9e9045a790d03	02/03/2020

Personnel policies including background checks	Heal Cultivation, LLC Personnel Policies including Background Checks Updated.pdf	pdf	5e38caecd43df3043d4b7596	02/03/2020
Restricting Access to age 21 and older	Heal Cultivation Plan for Restricting Access to Ages 21 and Older Update.pdf	pdf	5e38cca964339304b08fd9f8	02/03/2020
Diversity plan	HCLLC Diversity Plan.pdf	pdf	609d130f3fd8b2075df9f124	05/13/2021
Energy Compliance Plan	HCLLC Energy Compliance Plan.pdf	pdf	60a62a6b874c4807a95b1725	05/20/2021

### 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: As we approach operations and begin operating Heal Cultivation, LLC, we will begin implementation of our Positive Impact Plan. Updated Positive Impact Plan attached.

### COMPLIANCE WITH DIVERSITY PLAN

#### Diversity Progress or Success 1

Description of Progress or Success: As we approach operations and begin operating Heal Cultivation, LLC, we will begin implementation of our Diversity Plan. Updated Diversity Plan attached.

### HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 10:00 PM
Tuesday From: 7:00 AM	Tuesday To: 10:00 PM
Wednesday From: 7:00 AM	Wednesday To: 10:00 PM
Thursday From: 7:00 AM	Thursday To: 10:00 PM
Friday From: 7:00 AM	Friday To: 10:00 PM
Saturday From: 7:00 AM	Saturday To: 10:00 PM
Sunday From: 8:00 AM	Sunday To: 5:00 PM

## Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Patricia Faass, (*insert name*) attest as an authorized representative of Heal Cultivation, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on April 24, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on April 12, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on April 11, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 9, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

- community -

OBITUARY

DEATH NOTICE

**Bland, Helena G. (Nelson)**  
Died April 3, 2019  
Funeral Service April 12, 2019  
Trinity Episcopal Church  
Ware

*Helena Bland*

WEST BROOKFIELD – Helena G. (Nelson) Bland, 77, of West Brookfield, died on Wednesday, April 3, 2019, at St. Vincent Hospital in Worcester.



She leaves her loving husband of 47 years, Philip E. Bland, of West Brookfield; her daughter Nicole Bland, of Pelham; and her granddaughter Renee O'Brien.

Helena was predeceased by her first husband, Army Capt. Rodney Rieger, who was awarded a Bronze Star medal before his death in Vietnam in 1967.

She was born in Schenectady, New York, daughter of the late Arthur and Lulo Mac Nelson. Helena's father was awarded a Purple Heart medal during World War I and later went on to serve in the Schenectady, New York Police Department. Helena was a homemaker and enjoyed taking care of her family. She loved living on the lake and entertaining at her home. Helena was an avid reader, loved crossword puzzles, tuned into Jeopardy each night and was everyone's first pick to play Trivial Pursuit. After the birth of her granddaughter Renee, the family vacationed annually at the Union Bluff Hotel in Maine.

Helena once owned a bookstore in Enid, Oklahoma, appropriately named Helena's Bookstore. She volunteered for years at the West Brookfield Public library and the Jubilee Food Pantry. She was also a member of a century old women's study

group called The Tuesday Club. The 12 members met once a month and each member had the opportunity to host and present a topic or theme. Saying that Helena loved her Christmas tree and its ornaments was an understatement. The thoughtfully decorated tree went up on Black Friday every year and reluctantly came down every February. She adored her loving family, wonderful friends, her cats and Jimmy Buffet, and she proudly called herself a Parrot Head.

A funeral service for Helena will be held on Friday, April 12, at 11 a.m. in the Trinity Episcopal Church, 17 Park St., in Ware. Calling hours will be held Thursday, April 11, from 5 to 7 p.m. in the Varnum Funeral Home, Inc., in West Brookfield. Burial will be in the spring in Pine Grove Cemetery in West Brookfield. In lieu of flowers, memorial donations can be sent to Socks for Siberia, 122 Long Hill Road, Brookfield MA, 01506.

Police logs

WEST BROOKFIELD POLICE LOG

Between April 1 and April 8, West Brookfield police made 29 motor vehicle stops, 53 building and property checks, one investigation, six motor vehicle investigations, performed vehicle maintenance once, community policing once, radar four times, 35 directed or area patrols, traffic control once, provided general information once and assisted four citizens. Police responded to one complaint about motor vehicle operations, one report of a runaway, one carbon-monoxide alarm, one neighbor dispute,

two complaints, 10 reports of school zone traffic, two animal calls, one report of illegal dumping, two safety hazards, one report of soliciting, one report of property damage, three motor vehicle accidents, three reports of phone calls, one walk-in, two lockouts, one report of a scam, two medical emergencies, one report of forgery or fraud and one report of suspicious activity.

There were 13 911 calls. Of these, six were for medical emergencies, one was for a report of suspicious activity, one was for a complaint about motor vehicle op-

erations, one was for a disturbance, one was for a carbon-monoxide alarm and three were hang-up calls.

EAST BROOKFIELD POLICE LOG

Between April 1 and April 7, East Brookfield police made one arrest. David M. Tower of 121 Ramshorn Road, Charlton, was arrested on April 5 on a warrant.

Police made 44 motor vehicle stops, 34 building and property checks, performed traffic control eight times, three directed or area patrols, radar 24 times, sent mutual aid ambulance once and as-

sisted four citizens. Police responded to three reports of phone calls, four reports of school zone traffic, one safety hazard, one report of forgery or fraud and one complaint about motor vehicle operations. They appeared for court-related matters once and one officer was initiated.

There were six 911 calls. Of these, one was for a report of suspicious activity, one was for a lockout, one was to assist a citizen, one was for a welfare check and two were hang-up calls. East Brookfield police assisted two other agencies.

PUBLIC NOTICE

LEGAL NOTICE NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL OF HEAL, INC. TO INCLUDE ADULT-USE MARIJUANA ESTABLISHMENT AT 70 PULASKI STREET, BUILDING I, WARREN, MASSACHUSETTS

Heal, Inc. ("Heal") will be hosting a second Community Outreach Meeting ("the Meeting") on April 24, 2019 at 70 Pulaski Street, Building 14, Warren, Massachusetts at 1:00 p.m. Members of the public are encouraged to attend the Meeting, at which Heal, which has previously been approved to operate a Medical Use of Marijuana Cultivation and

Processing Facility at 70 Pulaski Street, Building 1, Warren, Massachusetts (the "Property"), will outline its proposal to apply for the following Adult-use Marijuana Establishment licenses: Marijuana Cultivator license and Marijuana Product Manufacturer license 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. Heal is not seeking a retail Adult-use Marijuana license in Warren.

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 Warren community will be encouraged to ask questions and to

engage in discussions with representatives of Heal.

A copy of this notice is on file with the office of the Town Clerk and with the office of the Planning Board, Warren Town Hall, 48 High Street, Warren, Massachusetts. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, 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.

4/12/19

WE'VE EXPANDED OUR WEB SITE

# PUBLIC NOTICES ARE NOW ONLINE

- 1 Email all notices to [notices@turley.com](mailto:notices@turley.com)
- 2 Access archives and digital tear sheets by newspaper title.
- 3 Find a quick link to the state of Massachusetts' public notice web site to search all notices in Massachusetts newspapers.

Public notice deadlines are Mondays at noon, Fridays noon for Monday holidays.

visit [www.publicnotices.turley.com](http://www.publicnotices.turley.com)

Quabog Current

## OBITUARY POLICY

Turley Publications offers two types of obituaries.

One is a free, brief **Death Notice** listing the name of deceased, date of death and funeral date and place.

The other is a **Paid Obituary**, costing \$100, which allows families to publish extended death notice information of their own choice and may include a photograph. **Death Notices & Paid Obituaries** should be submitted through a funeral home to: [obits@turley.com](mailto:obits@turley.com).

*Exceptions will be made only when the family provides a death certificate and must be pre-paid.*

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Quabog Current Newspaper

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Michelle Laginoniere  
Owner/Groomer

**NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING PROPOSAL OF HEAL, INC.  
TO INCLUDE ADULT-USE MARIJUANA ESTABLISHMENT  
AT 70 PULASKI STREET, BUILDING 1, WARREN, MASSACHUSETTS**

Heal, Inc. (“Heal”) will be hosting a second Community Outreach Meeting (“the Meeting”) on **April 24, 2019 at 70 Pulaski Street, Building 14, Warren, Massachusetts at 1:00 p.m.** Members of the public are encouraged to attend the Meeting, at which Heal, which is has previously been approved to operate a Medical Use of Marijuana Cultivation and Processing Facility at 70 Pulaski Street, Building 1, Warren, Massachusetts (the "Property"), will outline its proposal to apply for the following Adult-use Marijuana Establishment licenses: Marijuana Cultivator license and Marijuana Product Manufacturer license 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. **Heal is not seeking a retail Adult-use Marijuana license in Warren.**

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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 Warren community will be encouraged to ask questions and to engage in discussions with representatives of Heal.

A copy of this notice is on file with the office of the Town Clerk and with the office of the Planning Board, Warren Town Hall, 48 High Street, Warren, Massachusetts. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, abutters to 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  
REGARDING PROPOSAL OF HEAL, INC.  
TO INCLUDE ADULT-USE MARIJUANA ESTABLISHMENT  
AT 70 PULASKI STREET, BUILDING 1, WARREN, MASSACHUSETTS**

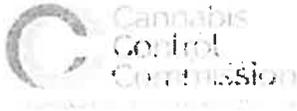
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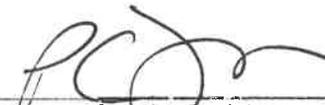


## Host Community Agreement Certification Form

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 C.M.R. 500.400(1).

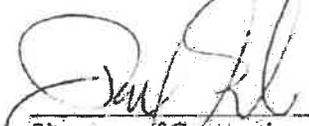
### Applicant

I, Patricia Faass, (insert name) certify as an authorized representative of Heal, Cultivation LLC (insert name of applicant) that the applicant has executed a host community agreement with Warren, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on April 8, 2019 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, David F. Nardi, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Heal, Cultivation LLC (insert name of host community) to certify that the applicant and Warren, MA (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 8, 2019 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

**Heal Cultivation, LLC**  
**Plan to Remain Compliant with Local Zoning**

70 Pulaski Street is in the Mill Conversion Overlay District where the use is allowed by special permit. Heal, Inc. received a special permit for medical cultivation and processing at 70 Pulaski Street on May 1, 2017, and executed a Host Community Agreement with the town of Warren on July 25, 2017. Heal executed a Host Community Agreement with the town of Warren for adult use on April 8, 2019, and is in the process of amending its special permit to include adult use. Heal complies with all of the conditions of the by-law. Heal has retained the law firm of Schlesinger and Buchbinder to ensure ongoing compliance with all local codes and by-laws.

**Date: May 13, 2021**

**From: Trish Faass**

**To: Nancy J. Lowell, Town Clerk**

**Subject: Heal Cultivation, LLC Marijuana Establishment, 70 Pulaski Street, Warren, MA**

**Nancy -**

**As part of the renewal of our Marijuana Establishment ('ME') license for Heal Cultivation, LLC with the state, we are required to provide the following with our renewal application (935 CMR 500.103(4)(f)):**

**A Marijuana Establishment shall submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.26.**

**Please consider this email to be Heal Cultivation, LLC's request for any actual or anticipated expenses resulting from our operation within Warren.**

**Thank you,**



**Trish Faass  
CEO, Heal Cultivation, LLC  
[tf@healmj.com](mailto:tf@healmj.com)  
617-930-5304 cell**

## PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

### Overview

Heal is dedicated to serving and supporting the areas around it, including Southbridge, which was classified as an area of disproportionate impact in the Commission's *Guidance for Identifying Areas of Disproportionate Impact*. Marijuana businesses have an obligation to support the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Heal's intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of these areas.

### Communities for Planned Positive Impact and Plan Goals

In compliance with the Commission's interpretation of 935 CMR 500.101(1)(a), Heal's plan will positively impact residents of communities of Southbridge, which has been designated among the "areas disproportionate impact," as designated by the Commission. Specifically, Heal's goals will be to:

- Foster positive relationships with our communities of impact by having 80% of our employees working at least 30 hours per week participate in one paid day off service day per year at least three organizations that address the collateral consequences of disproportionate enforcement, such as malnutrition, poverty, access to educational programs, and substance abuse, in Southbridge; and
- Donate a minimum of \$1000.00 on an annual basis to at least three organizations that address the collateral consequences of disproportionate enforcement, such as malnutrition, poverty, access to educational programs, and substance abuse, in Southbridge.

### Positive Impact Plan Programs

The Dispensary Manager ("DM") will administer the Plan to Positively Impact Areas of Disproportionate Impact (the "Plan"). The DM will be responsible for ensuring that Heal continues to meet its commitment to provide support and make positive contributions to areas of disproportionate impact. The DM will explore opportunities to form philanthropic partnerships in the community to implement and enhance the Plan.

Heal will look to build relationships in areas of disproportionate impact by working with nonprofit organizations that are located in these communities. The closest area of disproportionate impact to Heal's Warren location is Southbridge (14 miles).

Heal will foster relationships with communities of impact through providing time off to employees who participate in service days in impacted communities. Employees working at least 30 hours

per week will be given 1 paid day off each year to participate in a service day in a community of impact.

At least once per quarter, the DM will make available a list of potential service days to eligible employees. Heal's DM has identified and established a relationship to meet its goals with the following organization in Southbridge working to address collateral consequences of disproportionate impact, such as malnutrition, poverty, access to educational programs, and substance abuse.

- Southbridge Food Share, Inc.
- Center of Hope Foundation, Inc.
- Nick Perry Memorial Foundation

To find new and innovative ways to help areas of disproportionate impact, Heal will also provide its customers opportunities to suggest charities or other service organizations in Southbridge that Heal could potentially assist in future service days.

### **Measurement and Accountability**

In order to ensure that Heal is both meeting its community impact goals and ascertaining that the goals are having the desired impact, the company will take the following measurement and accountability steps:

- Management will meet at least once annually (first meeting no later than one-year after provisional licensing) to assess community impact goals of donations and service days and document in an annual report
- In assessing the goals and their impact, the following data will be collected
  - The number of additional organizations Heal contacted for donations service days
  - The responses from each organization
  - Service days
    - A list of all potential service days from each organization collected by the DM that were made available to employees
    - The number of employees who participated in each specific day of service at the organizations
    - The percentage of eligible employees who took part in a day of service with the goal of 80% employee participation
  - Donations
    - Annual amount donated and organizations that received the donations with a goal of \$1000.00 annual minimum to a minimum of 3 Southbridge organizations, not limited to, but including:
      - Southbridge Food Share, Inc.
      - Center of Hope Foundation, Inc.
      - Nick Perry Memorial Foundation

Heal Cultivation, LLC

Upon review of the annual data, management may make recommendations to modify the Plan in order to improve Heal's ability to assist areas of disproportionate impact.

**Acknowledgments**

Heal will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by Heal will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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

William Francis Galvin  
Secretary of the  
Commonwealth

April 2, 2019

TO WHOM IT MAY CONCERN:

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

**HEAL CULTIVATION, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 15, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:  
**PATRICIA FAASS, GARY EINSIDLER, JAMES BONACCORSI, TED KARWOSKI, W. THOMAS GUTOWSKI**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **PATRICIA FAASS, GARY EINSIDLER, JAMES BONACCORSI, TED KARWOSKI, W. THOMAS GUTOWSKI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **PATRICIA FAASS, GARY EINSIDLER, JAMES BONACCORSI, TED KARWOSKI, W. THOMAS GUTOWSKI**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth



**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
HEAL CULTIVATION, LLC**

(A Massachusetts Limited Liability Company)

This Operating Agreement of Heal Cultivation, LLC, (the “Agreement”), dated as of January 15, 2019, is entered into by and among Heal Cultivation, LLC, a Massachusetts limited liability company (the “Company”), TAJ Green, LLC, a Massachusetts limited liability company (“Founder”), and any other persons who hereinafter become parties hereto. References herein to the “Members” shall be to Founder and any other individuals or entities who have been admitted to (and have not withdrawn or been expelled from) the Company as members.

**RECITALS**

The parties hereto desire to organize and operate the Company as a Massachusetts limited liability company within the meaning of the Massachusetts Limited Liability Company Act, and any successor statute, as amended from time to time.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Organization; Certificate; Name.

1.1 Organization. The Company shall be organized and continued as a Massachusetts limited liability company as provided herein.

1.2 Filings. The parties hereto ratify and confirm the authority of each member of the Management Board (as defined in Section 8.1) and any other individual authorized by the Management Board, acting singly in any case, to execute, acknowledge, deliver, file and record in the appropriate offices, as applicable, (i) the Company’s Certificate of Organization (the “Certificate”) and any amendments thereto (each of such individuals being an “authorized person” within the meaning of the Act), (ii) such other instruments, certificates, documents and other writings which the Management Board determines to be necessary or appropriate to secure or preserve the Company’s status as a Massachusetts limited liability company or to qualify the Company to do business in states other than Massachusetts, and (iii) any recordable instrument on behalf of the Company purporting to affect an interest in real property in the Commonwealth of Massachusetts, whether to be recorded with a registry of deeds or a district office of the land court.

1.3 Name. The name of the Company shall be “Heal Cultivation, LLC” or such other name as the Management Board determines to be appropriate.

2. Purpose. The purpose of the Company is to engage in the business of developing, creating and cultivating soil and compost for sale and distribution for any use and to engage in any act or activity for which limited liability companies may be formed including, without limitation, providing soil cultivation services to others and acquiring, renting, leasing, purchasing, owning, managing and disposing of real and personal property of any nature and engaging in any and all activities necessary or incidental to the foregoing (the “Business”). The Company may not undertake any other activities unless agreed to by all of the Members from time to time.

3. Place of Business; Registered Office; Registered Agent. Until such time as the Company establishes a permanent address in the Commonwealth of Massachusetts, the principal business office of the Company initially shall be located at 4 Irving Road, Weston, MA 02493, or at such other location as may hereafter be designated by the Board of Managers. The Company's Board of Managers may designate agents for service of process in all jurisdictions in which the Company is organized and conducts or is qualified to conduct business, from time to time. The Management Board may at any time change the location of the Company's principal place of business, establish additional places of business and designate a new agent for service of process as it shall deem advisable.

4. Term. The Company shall continue in full force and effect until terminated pursuant to Section 14.

5. Capitalization; Tax Classification; Capital Accounts; Ownership of Assets.

5.1 Equity interests in the Company shall be expressed in terms of units of limited liability company interest (“Units”), which shall all be of a common class and shall provide their respective holders with the rights, preferences and privileges specified herein. Initially, there shall be authorized 1,000,000 Units.

5.2 As of the date of his or her execution and delivery of this Agreement, Founder shall make the contribution to the Company set forth on the attached Schedule 1. In exchange for such contribution, the Company shall issue 500,000 Units to Founder.

5.3 The Management Board may from time to time (i) with the approval in any case of a majority in interest (by Unit holdings) of the Members, authorize additional classes and numbers of Units having such rights, preferences and privileges as it determines to be appropriate, (ii) issue authorized but unissued Units to such individuals or entities (and admit such individuals or entities to the Company as Members) for such contributions (if any) and on such other terms and conditions (and upon the execution and delivery by such individuals or entities of such counterpart signature pages, instruments of adherence and/or other documentation) as it determines to be appropriate in any case, including, without limitation, pursuant to one (1) or more equity incentive plans adopted from time to time by the Management Board, and (iii) accept additional contributions from any or all of the Members with respect to their Units. In connection with any issuance of Units, the Management Board may cause the Company to enter into a separate agreement (each, a “Restricted Unit Agreement”) with the person then being issued Units containing, among other things, vesting and de-vesting

provisions, provisions for the purchase or forfeiture of such person's Units upon the termination of such person's service to (or other relationship with) the Company, further restrictions on transfers of such person's Units, limitations on the voting rights of such person upon the termination of such person's service to (or other relationship with) the Company, restrictions on the ability of such person to participate in purchases of Units from the Company or other Members, and limitations on such person's rights to participate in distributions of cash and property and allocations of profit, loss and other items (including, without limitation, by causing the Units subject thereto to represent interests only in the post-issuance appreciation in the value of all or certain portions of the Company's assets). The Management Board shall have full authority to establish the terms and conditions of, exercise and assign the Company's rights (including, without limitation, the Company's rights to repurchase Units) and discharge the Company's obligations under, and amend or otherwise modify such Restricted Unit Agreements as it determines to be appropriate.

5.4 At such time as there ceases to be only one (1) holder of outstanding Units, the holders of outstanding Units shall be deemed for tax purposes (and only for tax purposes) to have formed a partnership in accordance with applicable federal income tax principles. From and after the time that there ceases to be only one (1) holder of outstanding Units, the Management Board shall maintain capital accounts for the holders of the Company's Units in accordance with Section 704(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder.

5.5 All assets of the Company shall be owned by the Company as an entity.

6. Allocations of Book Profit and Loss; Tax Allocations.

6.1 For as long as there is only one (1) holder of outstanding Units, such holder shall directly take into account all book and tax profit or loss of the Company (and the items making up any such profit or loss).

6.2 For any accounting period from and after the time that there ceases to be only one (1) holder of outstanding Units, but subject to the terms of any Restricted Unit Agreements, the Company's profits and losses (and the component items of income, gain, loss, deduction and credit) shall be allocated among the Members in such amounts and proportions as the Management Board reasonably determines to be consistent with the economic terms of this Agreement and to conform with the provisions of Sections 704 and 706 of the Code and the Treasury Regulations thereunder. Without limiting the foregoing, the Management Board may make such special allocations as it reasonably determines to be appropriate (i) to comply with the rules set forth in the Treasury Regulations under Section 704(b) of the Code governing (a) allocations of "nonrecourse deductions," "partner nonrecourse deductions" and other items lacking "economic effect," (b) "minimum gain chargebacks" and "partner nonrecourse debt minimum gain chargebacks," (c) allocations in connection with exercises of options and conversions of equity or debt interests or instruments, and (d) allocations with respect to forfeitures of "substantially nonvested interests" in the Partnership transferred or issued in connection with the performance of services, and (ii) for this Agreement to contain a "qualified

income offset” provision within the meaning of the Treasury Regulations under Section 704(b) of the Code.

6.3 For any accounting period from and after the time that there ceases to be only one (1) holder of outstanding Units, tax allocations shall be made consistent with the allocations of book items pursuant to Section 6.2 for such period, except that, solely for tax purposes, (i) items of income, gain, loss and deduction with respect to Company assets reflected hereunder in the capital accounts and on the books of the Company at values that differ from the Company’s adjusted tax bases in such assets shall be allocated among the holders of the outstanding Units so as to take account of those differences in such manner, and using such method or methods (including, without limitation, the “traditional” method described in Section 1.704-3(b) of the regulations under Section 704(b) of the Code), as the Management Board determines to be appropriate and in compliance with Section 704(c) of the Code and Section 1.704-3 of the regulations, and (ii) items of gain recognized by the Company that are subject to the depreciation recapture provisions of Sections 1245 and 1250 of the Code shall be allocated among the holders of outstanding Units in such manner as is necessary to comply with Sections 704, 1245 and 1250 of the Code and any applicable regulations thereunder.

7. Non-liquidating Distributions. The Company may make non-liquidating distributions of cash or other assets at such times and in such amounts as the Management Board, in its sole discretion, determines to be appropriate. Subject to the terms of any Restricted Unit Agreements, any non-liquidating distribution shall be made to the holders of the outstanding Units in proportion to the respective numbers of Units held by them as shown in the Company’s books and records as of the date that is ten (10) days before the date of such distribution.

8. Management Board.

8.1 The management and operation of the Company, and the development and implementation of Company policies, shall be and hereby are vested in a board of managers constituted pursuant to this Section 8 (the “Management Board”). Subject to Sections 8.8 and 9 and any other applicable limitations imposed by this Agreement, the Management Board shall have exclusive authority to exercise on behalf of the Company all of the powers of the Company hereunder (including, without limitation, those specified in Section 2) and to take such other actions as it determines are necessary, advisable or incidental to the carrying on of the Company’s business and affairs.

8.2 The Management Board shall be comprised of at least one (1) but not more than five (5) individuals or entities (each, a “Manager”) appointed from time to time by a majority in interest (by Unit holdings) of the Members (with each Manager requiring such a vote of a majority in interest (by Unit holdings) of the Members, so that there is no cumulative voting in any instance in which more than one (1) Manager is to be elected). Subject to the terms of any Restricted Unit Agreements, the number of Managers on the Management Board may be established, increased or decreased at any time by a vote of a majority in interest (by Unit holdings) of the Members. A Manager shall serve until his, her or its successor is duly elected or, if earlier, until his, her or its death, dissolution, resignation pursuant to Section 8.3, or removal pursuant to Section 8.4. At any time that there is or would be no Managers, but subject

to the terms of any Restricted Unit Agreements, the Company shall be managed by the Members, and any right, power or responsibility of the Management Board hereunder shall be a right, power or responsibility, as the case may be, of the Members, acting by a majority in interest (by Unit holdings) of the Members. Managers need not be Members. For as long as any Manager holds his, her or its position as such, such Manager shall be a “manager” of the Company within the meaning of the Act (with the rights, powers and duties in such capacity provided in this Agreement).

8.3 A Manager may resign at any time by giving the other Managers and the Members at least thirty (30) days’ written notice thereof specifying the effective date, which may not be earlier than the close of such thirty (30) day period, of his, her or its resignation. The resignation of a Manager who is also a Member from his or her position as a Manager shall not affect such Manager’s rights, or constitute a withdrawal of such Manager, as a Member.

8.4 A Manager may be removed at any time, for any reason or no reason, by a vote of a majority in interest (by Unit holdings) of the Members. The removal of a Manager who is also a Member shall not affect his or her rights, or constitute his or her withdrawal, as a Member.

8.5 Any matter requiring the action of the Management Board pursuant to this Agreement may be considered at a meeting of the Managers held not less than three (3) nor more than twenty (20) days after written notice thereof shall have been given to the Managers. Any such notice shall state briefly the purpose, time and place of the meeting. A Manager may waive in writing the requirements for notice of a meeting before, during or after such meeting (and the attendance of a Manager at any meeting shall constitute such Manager’s waiver). All such meetings shall be held at such reasonable times and places as a majority of the Managers shall determine. A meeting of the Management Board may be called by any two (2) Managers (or, if there are fewer than three (3) Managers, by any Manager). At any meeting of the Management Board, a majority of the Managers then in office, but in no event less than one third (1/3) of the entire Management Board, shall constitute a quorum for the transaction of business, and the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Management Board, except as may be otherwise specifically provided by law. For purposes of this Section 8, the term “entire Management Board” shall mean the number of Managers last fixed by a vote of the Members to constitute the Management Board. If a quorum shall not be present at any meeting of the Management Board, a majority of the Managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Unless otherwise restricted by this Agreement, Managers may participate in a meeting of the Management Board by conference telephone call or similar communications equipment if all the Managers participating in such meeting can hear each other. Such participation of a Manager shall constitute the presence of such Manager at such meeting.

8.6 Unless otherwise restricted by this Agreement, any action required or permitted to be taken at any meeting of the Management Board may be taken without a meeting if all members of the Management Board consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the Management Board.

8.7 Except pursuant to Section 8.2 if there is no Manager or in his or her capacity as liquidating trustee, no Member who is not a Manager shall have any authority, in his or her capacity as a Member, to act for or on behalf of the Company or any other Member or to bind the Company or any other Member in any way, to pledge the Company's credit or to render the Company liable for any purpose.

8.8 Notwithstanding Section 8.1, and in addition to any other matters as to which the vote, approval or consent of the Members or any class or group of them is required under this Agreement or the Act (but subject to the terms of any Restricted Unit Agreements), without the approval of a majority in interest (by Unit holdings) of the Members, the Management Board shall have no authority to cause (i) the merger or consolidation by the Company with or into any other entity or (ii) the sale or other disposition by the Company of all or substantially all of its assets.

8.9 Any individual or entity dealing with the Company may rely upon a certificate signed by a Manager or, if appointed pursuant to Section 9, a Secretary or Assistant Secretary of the Company, as to:

8.9.1 the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Management Board, an officer or a Member or in any other manner germane to the affairs of the Company; and

8.9.2 the person or persons who are authorized to execute and deliver any instrument or document of the Company or to take any action on behalf of the Company.

9. Officers. The Management Board may elect officers of the Company (any of whom may be a Member, a Manager or an affiliate of a Member or Manager), including a President, one or more Vice Presidents, a Treasurer, a Secretary and such other officers as it may determine. An officer may, but need not, be a Member, Manager or affiliate of a Member or Manager. The Management Board may use descriptive words or phrases to designate the standing, seniority or area of special competence of any officer. A person may hold more than one office. An officer of the Company shall have such authority and duties as the Management Board may from time to time determine (but in no event shall have greater authority in any respect than the Management Board). The Management Board may from time to time create or eliminate offices of the Company and establish, increase, reduce or otherwise modify the responsibilities of any officer, in each case as it determines to be appropriate. Each officer shall serve until his or her successor is duly elected or, if earlier, until his or her death, resignation or removal. A vacancy in any office may be filled only by the Management Board. An officer may resign at any time by notifying the Management Board in writing. Any resignation of an officer shall be effective upon the receipt of such notice by the Management Board or on such later date as is specified therein. An officer may be removed by the Management Board at any time with or without cause.

10. Liability; Indemnification. No Member, Manager or officer shall be liable, responsible or accountable to the Company or any Member for any loss or damage incurred by

reason of any act or omission of such Member, Manager or officer performed or omitted (i) in good faith either on behalf of the Company or in furtherance of the interests of the Company, (ii) in a manner reasonably believed by such Member, Manager or officer to be within the scope of his or her authority and (iii) without fraud, gross negligence or willful misconduct. To the fullest extent permitted by law, the Company shall indemnify the Members, the Managers and any officers for, and shall hold them harmless from and against, any and all damages, losses, liabilities, fines, penalties, amounts paid in settlement, costs and expenses (including attorneys' fees and expenses) actually and reasonably incurred by them in connection with any threatened, pending or completed demands, claims, actions, suits or proceedings, whether civil, criminal, administrative or investigative, brought or threatened against them by reason of or in connection with actions taken or omitted to be taken by them on behalf of the Company, provided that no Member, Manager or officer shall be entitled to indemnification hereunder for any damage, loss, liability, fine, penalty, amount paid in settlement, cost or expense incurred by such Member, Manager or officer as a result of his or her bad faith, fraud, gross negligence or willful misconduct. Expenses (including attorneys' fees) incurred by a Member, Manager or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member, Manager or officer to repay such amount, unless it shall ultimately be determined that such Member, Manager or officer is entitled to be indemnified by the Company pursuant to this Section 10. The Company shall have the power to purchase and maintain insurance on behalf of the Members, the Managers and/or any officers against any liability asserted against and incurred by them or arising out of their actions on behalf of the Company, whether or not the Company would have the power to indemnify them against such liability under the provisions of this Section 10 or the Act.

## 11. Transfers.

11.1 Subject to Sections 11.2 and 11.3, no Member shall be entitled to transfer any of his or her or its Units, and no transferee of any Units (by any form of transfer, whether voluntary, involuntary or by operation of law) shall be admitted to the Company as a Member, without the express written consent of the Management Board (which may be withheld for any reason or no reason). Unless and until a person who has acquired any Units by any form of transfer has been admitted to the Company as a Member, such person shall have none of the rights and powers of a Member hereunder or under the Act (including, without limitation, to vote, give consents or approvals, access Company records or otherwise manage or participate in the affairs of the Company) other than to receive the distributions and allocations that his or her predecessor would have been entitled to receive hereunder had such transfer not occurred. A Member who transfers all of his or her or its Units shall cease to have any of the rights and powers of a Member. Notwithstanding anything herein to the contrary, the Company shall be entitled to treat the record holder of a Unit as the absolute owner thereof in all respects, and shall incur no liability for distributions made in good faith to such record holder, until such time as it has received written notice of such transfer and all of the conditions to the effectiveness of such transfer hereunder have been satisfied. A person who acquires an interest in the Company (by any form of transfer) but is not admitted as a substituted Member pursuant to this Section 11 may not transfer all or any portion of such interest without complying with this Section 11 in full as if such person were a Member for such purpose.

11.2 Notwithstanding Section 11.1 (but subject to the terms of any Restricted Unit Agreements), the consent of the Management Board shall not be required for the effectiveness of any Permitted Transfer or for the admission to the Company as a Member of any person who acquires any Units in a Permitted Transfer; provided, however, that, as a condition of admission, such person shall execute and deliver such documents and agreements as are necessary or appropriate to effect such person's agreement to be bound by the terms and conditions of this Agreement. As used herein, the term "Permitted Transfer" means a transfer of an interest in the Company by an individual Member or his or her estate (including, without limitation, in connection with such individual Member's Retirement Event, as that term is defined in Section 12.3) (i) to his or her estate, (ii) to any one (1) or more of his or her spouse and descendants (by blood or adoption), or (iii) to a trust, limited partnership or limited liability company a majority of the beneficial interests in which are owned, directly or indirectly, by any one (1) or more of such individual and his or her spouse and descendants (by blood or adoption).

11.3 Notwithstanding Section 11.1 or Section 12, a holder of all of the outstanding Units may transfer such Units without the consent of the Management Board, and any transferee of such Units shall be automatically admitted to the Company as a Member (except to the extent provided otherwise in the instrument effecting such transfer).

## 12. Withdrawals.

12.1 No Member may resign or withdraw from the Company, or receive any distribution on account of his or her resignation or withdrawal (whether voluntary, involuntary or by operation of law), except upon the liquidation of the Company or as provided in Section 14.

12.2 From and after the occurrence of a Retirement Event (as defined below) with respect to any Member (such Member, the "Retired Member"), but subject to the terms of any applicable Restricted Unit Agreement, such Retired Member (and, unless admitted as a Member, any transferee of any interest of such Retired Member in the Company) shall have the status of an unadmitted assignee of his or her interest in the Company and, as such, shall have none of the rights and powers of a Member hereunder or under the Act (including, without limitation, to vote, give consents or approvals, access Company records or otherwise manage or participate in the affairs of the Company) other than to receive the distributions and allocations that he or she otherwise would have been entitled to receive hereunder had such Retirement Event not occurred. Notwithstanding the preceding sentence, but subject to the terms of any applicable Restricted Unit Agreement, if an individual Member dies or is adjudicated by a court of competent jurisdiction to be incompetent to manage his person or property, the powers of such Member may be exercised by his or her executor, administrator, guardian, conservator or other legal representative for purposes of settling his or her estate or administering his or her property to the extent permitted by the Act.

12.3 As used herein:

12.3.1 the term "Change of Control" means, with respect to any corporation, partnership, limited liability company, trust or other entity that holds an interest in

the Company, any event, set of circumstances, transaction or series of related transactions (including, without limitation, a sale of beneficial interests in such entity or a merger or consolidation of such entity with or into another entity) if, as of the time immediately thereafter, a majority of the beneficial interests in such entity (or, in the case of a merger of such entity into another entity, such other entity) are held directly or indirectly by individuals who (i) did not directly or indirectly hold beneficial interests in such entity as of the time that such entity acquired its interest in the Company, (ii) are not spouses or descendants (by blood or adoption) of individuals who directly or indirectly held beneficial interests in such entity as of the time that such entity acquired its interest in the Company, (iii) did not directly or indirectly transfer an interest in the Company to such entity by Permitted Transfer and (iv) are not spouses or descendants of an individual who directly or indirectly transferred an interest in the Company to such entity by Permitted Transfer; and

12.3.2 the term “Retirement Event” means, with respect to any Member, (i) such Member’s death, insanity, incompetence, bankruptcy (within the meaning of the Act) or dissolution, (ii) the transfer by such Member of all or any portion of his or her interest in the Company in violation of this Agreement or (iii) if such Member is a corporation, partnership, limited liability company, trust or other entity, a Change of Control of such Member.

### 13. Actions of the Members

13.1 A Member’s consent, approval, vote or other action as to any matter may be effected by (i) the affirmative vote by such Member to the doing of the act or thing under consideration at any meeting called and held pursuant to Section 13.2 to consider such act or thing or (ii) a written consent given by such Member at, prior to or after the doing of the act or thing under consideration.

13.2 Any matter requiring the action of the Members (or any class or group of them) hereunder may be considered at a meeting of the Members (or such class or group of Members) held not less than three (3) nor more than twenty (20) days after written notice thereof shall have been given to the Members (or such class or group of Members). Any such notice shall state briefly the purpose, time and place of the meeting. A Member may waive in writing the requirements for notice of a meeting before, during or after such meeting (and the attendance of a Member at any meeting shall constitute such Member’s waiver). All such meetings shall be held at such reasonable times and places as the Management Board shall determine. A meeting of Members may be called by the Management Board or by Members holding at least forty percent (40%) of the Units held by all of the Members entitled to participate in such meeting. A Member may participate in any meeting of Members by conference telephone call or similar communications equipment if all the persons participating in such meeting can hear each other. Such participation of a Member shall constitute the presence of such Member at such meeting. At any meeting of Members, the presence in person, or by conference telephone call or similar communications equipment, of a number of Members sufficient to approve the action under consideration shall be required to constitute a quorum for the transaction of business at such meeting.

13.3 The Management Board shall give the Members (or any class or group of them) written notice of any proposal or other matter required by any provision of this Agreement or by law to be submitted for the consideration and approval of the Members (or such class or group of them). Such notice shall include any information required by the relevant provision of this Agreement or by law.

14. Dissolution; Wind-up; Liquidating Distributions.

14.1 The Company shall dissolve at (i) the time that there are no remaining Members of the Company unless the business of the Company is continued in accordance with the Act, (ii) the election of the Management Board, with the approval of a majority in interest (by Unit holdings) of the Members (subject to the terms of any Restricted Unit Agreements), to dissolve the Company, or (iii) the time of the judicial dissolution of the Company under the Act.

14.2 The Management Board (or, if one is appointed under the Act, a liquidating trustee) shall be responsible for the winding up and liquidation of the Company. The assets of the Company shall first be applied to the payment of, or the establishment of adequate reserves or other provision for the payment of, the debts and obligations of the Company. In connection therewith, the Management Board shall have full right and discretion to determine the time, manner and terms of any sale or sales of Company assets, having due regard to the activity and condition of the relevant markets and general financial and economic conditions. After the Company's debts and obligations have been paid or provided for, the Management Board shall distribute the Company's remaining assets to the Members in accordance with Section 7, provided, however, that if there is more than one (1) holder of Units, the Company shall first make a final allocation of Profit or Loss, as the case may be, and other items to the holders of outstanding Units in such amounts and proportions as are necessary (to the extent possible) for the capital account balances of such holders to equal the amounts of such remaining assets to be distributed to them. The dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the assets of the Company have been distributed as provided herein and a certificate of cancellation of the Company has been filed with the Office of the Secretary of The Commonwealth of Massachusetts. Any individual member of the Management Board (or, if one is appointed, a liquidating trustee), acting singly, is authorized to execute and file the certificate of cancellation on behalf of the Company.

15. Miscellaneous.

15.1 The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto, and no other person shall have any rights or benefits hereunder except to the extent expressly provided by applicable law.

15.2 The failure of any person to seek redress for violation, or to insist on strict performance, of any covenant or condition of this Agreement shall not (i) prevent a subsequent act which would have constituted a violation from having the effect of an original violation or (ii) excuse strict performance of such covenant or condition in any subsequent case.

15.3 The Management Board may (or, if directed by any vote of a majority in interest (by Unit holdings) of the Members, shall) cause the Member's interest in the Company to be evidenced by one or more certificates. Unless certificated pursuant to this Section 15.3, interests in the Company shall not be evidenced by certificates. As a condition to the effectiveness of any transfer of an interest that has been certificated, the Management Board may require the submission to the Company of the certificate(s) evidencing such interest (or an affidavit of loss in such form as the Management Board determines to be appropriate).

15.4 This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of The Commonwealth of Massachusetts without regard to principles of conflicts of law. In the event of a conflict between any provision of this Agreement and any non-mandatory provision of the Act, the provisions of this Agreement shall control and take precedence.

15.5 Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid or unenforceable in any jurisdiction, such provision or provisions shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof, or the application of the affected provision to persons or circumstances other than those to which it was held invalid or unenforceable, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.6 This Agreement (together with any exhibits, schedules or agreements expressly referred to herein, which are hereby incorporated herein by reference) constitutes the entire agreement among the parties governing the relationship established hereby. This Agreement (together with such exhibits, schedules and other agreements) supersedes any prior agreement or understanding among the parties and may not be modified or amended in any manner other than as set forth herein or therein.

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

15.8 This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto notwithstanding that all the parties have not signed the same counterpart.

15.9 When used herein, pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter or to the singular or plural as the identity of the person or persons referenced or the context may require.

15.10 Except as expressly provided herein, no Member or successor-in-interest to any Member shall have the right while this Agreement remains in effect to have any property of the Company partitioned, or to file a complaint or institute any proceeding at law or in equity to have such property of the Company partitioned, and each Member, on behalf of himself,

herself or itself and his, her or its successors, representatives, heirs and assigns, hereby waives any such right.

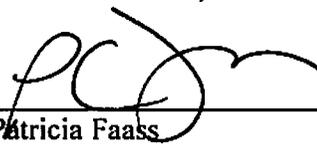
15.11 In addition to any amendments otherwise permitted by this Agreement, this Agreement may be amended and/or restated from time to time by one or more written agreements executed by the Company and, subject to the provisions of any Restricted Unit Agreements, a majority in interest (by Unit holdings) of the Members.

[Remainder of Page Intentionally Left Blank]

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

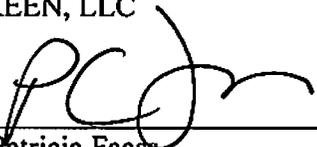
**THE COMPANY:**

HEAL CULTIVATION, LLC

By:   
Name: Patricia Faass  
Title: Manager

**FOUNDER:**

TAJ GREEN, LLC

By:   
Name: Patricia Faass  
Title: Manager

**SCHEDULE 1**

<b>Name and Address of Founder</b>	<b>Initial Contribution</b>
TAJ Green, LLC 4 Irving Road Weston, MA 02493	\$500

**CERTIFICATE OF ORGANIZATION**  
*(General Laws Chapter 156C, Section 12)*

1. The name of the limited liability company is Heal Cultivation, LLC.
2. The street address of the office in the Commonwealth at which its records will be maintained is 4 Irving Road, Weston, MA 02493.
3. The general character of its business is to provide business licensing management services and to engage any other activities directly or indirectly related or incidental thereto.
4. There is no specific date of dissolution.
5. The name and address of the resident agent in the Commonwealth for service of process is Patricia Faass, 4 Irving Road, Weston, MA 02493.
6. The name and address of each manager of the limited liability company is:

Patricia Faass	4 Irving Road, Weston, MA 02493
Gary Einsidler	4 Irving Road, Weston, MA 02493
James Bonaccorsi	4 Irving Road, Weston, MA 02493
Ted Karwoski	4 Irving Road, Weston, MA 02493
W. Thomas Gutowski	4 Irving Road, Weston, MA 02493

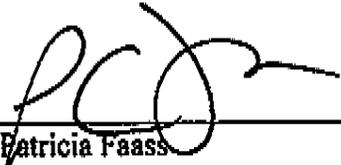
7. The name and address of each person authorized to execute documents to be filed with the Corporations Division is:

Patricia Faass	4 Irving Road, Weston, MA 02493
Gary Einsidler	4 Irving Road, Weston, MA 02493
James Bonaccorsi	4 Irving Road, Weston, MA 02493
Ted Karwoski	4 Irving Road, Weston, MA 02493
W. Thomas Gutowski	4 Irving Road, Weston, MA 02493

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

Patricia Faass	4 Irving Road, Weston, MA 02493
Gary Einsidler	4 Irving Road, Weston, MA 02493
James Bonaccorsi	4 Irving Road, Weston, MA 02493
Ted Karwoski	4 Irving Road, Weston, MA 02493
W. Thomas Gutowski	4 Irving Road, Weston, MA 02493

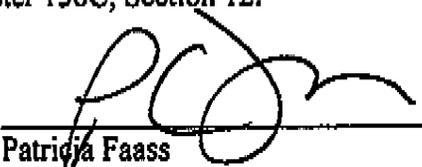
Signed under the penalties of perjury, this 29 day of November, 2018

  
\_\_\_\_\_  
Patricia Faass

---

*Registered Agent Consent:*

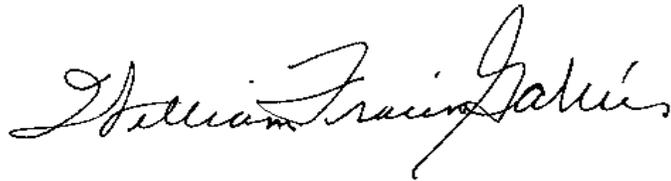
I, Patricia Faass, resident agent of the above limited liability company consent to my appointment as resident agent pursuant to G.L. Chapter 156C, Section 12.

  
\_\_\_\_\_  
Patricia Faass

THE COMMONWEALTH OF MASSACHUSETTS

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

January 15, 2019 02:28 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PATRICIA FAASS  
HEAL CULTIVATION, LLC  
4 IRVING RD  
WESTON MA 02493-1122

000035

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6367 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

# **Heal Cultivation, LLC**

## Business Plan

## About Us

### Mission Statement

Heal Cultivation, LLC is committed to creating a professional legal cannabis company with a clear orientation toward providing adult-use services. Our policies and procedures for cultivating, processing, and dispensing marijuana and providing personalized consumer retail experiences ensure safe products and a secure, warm environment to meet the unique needs of patients and consumers. Our Standard Operating Procedures have been reviewed by Americans for Safe Access (ASA) and are compliant with their industry standard for Patient Focused Certification (PFC). We will add value to our community through acts of service, educational offerings, charitable donations, and active civic participation.

### Company Goals and Objectives

Heal Cultivation, LLC is committed to:

- ❖ best-in-class standard operating procedures (SOPs) focused on patient and consumer retail access and safety that are compliant with the industry standard for Patient Focused Certification (PFC) through Americans for Safe Access,
- ❖ prudent financial planning and adequate capital resources based upon significant experience and analysis of existing regulated marijuana markets,
- ❖ unparalleled patient forward and consumer retail service, safety and community building to the patients and surrounding community of our center,
- ❖ industry-leading, battle-tested HR policies to optimize operational efficiency and performance, and
- ❖ a highly competent management team and group of advisors with significant marijuana, security, retail, and general business experience.

As outlined in this business plan, Heal Cultivation, LLC is committed to maximizing the likelihood of our success. Based upon significant investment in upfront diligence and planning, we are confident in the merits of our strategy and our capabilities to execute our plan. We have successfully executed similar plans and have a comprehensive understanding of what it takes to provide a safe and secure environment for patients, retail consumers and the community.

The hours of operation for Heal Cultivation, LLC's cultivation and manufacturing facility will be 8:00 a.m. until 8:00 p.m.

### Personnel

We understand the important role a robust Human Resources platform plays in achieving success. Staffing our facility with the right people provides the greatest opportunity to prevent theft and diversion and provide the highest level of products and services to our guests and safety for the guests and to the community.

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork: individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We have a comprehensive staffing plan in place to guide the recruitment, hiring, training and management of our employees. Highlights of the plan feature:

Precise definitions of responsibility, including job descriptions and employment contracts;

Clearly understood chains of authority, including an organizational chart and supervisory duties (specified in our job descriptions);

Well-paid, well-qualified and well-trained personnel;

Professional recruiting practices;

Thorough training of new hires;

A strong commitment to employee safety and wellness;

A robust and highly documented performance management system, including systematic performance reviews and resolution of performance issues up to and including termination.

Staffing schedules will be based around the needs of our organization and our clients, with attention paid to creating positive working conditions for our employees. Staffing schedules, combined with installed security systems and facility design, will provide a safe and secure environment.

As stated in our Employee Handbook, feedback on job performance is expected to occur regularly. Once each year, an employee's department manager will formally review an employee's job progress within the organization and help set new job performance plans which will be reviewed with the employees, and the employees will acknowledge receipt.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship. Especially critical to this philosophy is our use of counseling and progressive discipline for employee performance improvement.

We will hire local members of the community to work within our facility. We will provide a living wage as well as a quality benefits package for our workers. Being a responsible employer will help ensure good community relations.

All full time employees will receive medical, vision, and dental insurance coverage in accordance with applicable laws from a reputable carrier that we have selected. We have selected a plan that will afford the most coverage to our employees while also complying with the Affordable Healthcare Act.

We also will put in place a retirement program consisting of a 401(k) savings plan available to all regular employees who have completed six months of employment. We also will offer Workers Compensation coverage for our employees, based on conversations with local insurance providers.

We will employ stringent human resources (HR) compliance practices and documentation relating to our operations and training. With the aid of HR legal counsel, we have developed customized tools and processes to ensure effective hiring, interviewing, managing human resource files and confidentiality, orientation training, completing new hire paperwork, and ensuring understanding of company policies and procedures.

All agents will be hired on a ninety-day probationary status. During this period, they will participate in a rigorous training process, and be evaluated for suitability in a restricted-access medical and adult-use environment. As referenced earlier, we have engaged the services of 4Front Advisors to help build our company compliance and training platform.

All training will be documented and filed in each employee's human resource file securely located in the management office. It is the responsibility of our General Manager to ensure that all necessary employee training is conducted and appropriately memorialized in our system of record. It is the further responsibility

of our General Manager to ensure that any necessary remedial training is conducted and recorded. All training records will be internally reviewed and audited at least once a year, but can be as needed.

## Market Analysis

The Heal family of cannabis companies are owned by TAJ Green, LLC. Collectively, the goal is to establish quality medical and adult-use cannabis brands. We are targeting the boutique end of the market and want to establish ourselves as growing the best medical and adult-use cannabis in the state and New England area. We are dedicated to providing true medical cannabis to patients that need it and adult-use cannabis to patrons choose it. We believe the medical market in this state has yet to have been tapped in any way and the adult-use market is just starting out.

The adult-use Warren location is held under Heal Cultivation, LLC, while the Warren medical is held under Heal, Inc. Our co-located retail sites will be in Sturbridge, MA, and in Provincetown, MA. We plan to establish our Sturbridge and Provincetown retail dispensary locations as the go-to for medical cannabis patients, under Heal, Inc. for medical and Heal Sturbridge, Inc. and Heal Provincetown, Inc. for adult use. Sturbridge lies within an hour drive of the 5 most populated cities in the state and our location is a short drive off the major interstate highways I-90 and I-84. Our co-located Provincetown dispensary will provide a booming seasonal retail outlet for adult use cannabis and a steady, year-round retail outlet for medical cannabis. Heal Provincetown, Inc., Heal Cultivation, LLC, Heal Sturbridge, Inc., and Heal, Inc. are all owned by TAJ Green, LLC. We believe we are well positioned to establish Heal Cultivation, LLC. as the leader in the cannabis market.

## Regulatory Context Fees

Retail (Provincetown location)

- Retail Application Fee: \$300
- Annual License Fee: \$5,000

Cultivation (Warren location)

- Tier 2 Cultivation (Indoor) Application: \$400
- Annual License Fee: \$2,500

Manufacturing (Warren location)

- Manufacturing Application: \$300
- Annual License Fee: \$5,000

## Financial Projections

*Key Assumptions*

## Operations

- We assume Heal Cultivation, LLC's cultivation and manufacturing facility in Warren will be ready to open in November, 2020 with:
  - One (1) 52,000 ft<sup>2</sup> cultivation and processing facility
  - Flowering Canopy Capacity: 20,800 ft<sup>2</sup>
  - 31,200 ft<sup>2</sup> reserved for offices, processing, packaging, etc.
- Heal Cultivation LLC's Warren cultivation and manufacturing facility be able to produce a wide range of products, including: dried and cured flower, concentrates, vape pen cartridges, and infused edible products.
  - Flower wholesale pricing: \$3,000 per pound (decreases by \$200 per pound annually)
  - Oil/concentrate wholesale price: \$40,000 per pound (decreases by 6.67% annually)

## Capital Expenditures

- Tenant Improvements (Warren): \$8,000,000
- We are leasing the building in Provincetown for \$120,000 per year (813 sf for unit, \$147.60 per sf annually)
- Pre-Opening Expenses: \$200,000
- Contingency: \$400,000
- Opening Cash Balance: \$50,000
- Retail (Provincetown location)
  - Retail Application Fee: \$300
  - Annual License Fee: \$5,000
- Cultivation (Warren location)
  - Tier 2 or 3 Cultivation (Indoor) Application: \$400
  - Annual License Fee: \$2,500
- Manufacturing (Warren location)
  - Manufacturing Application: \$300
  - Annual License Fee: \$5,000

## Lease Rates

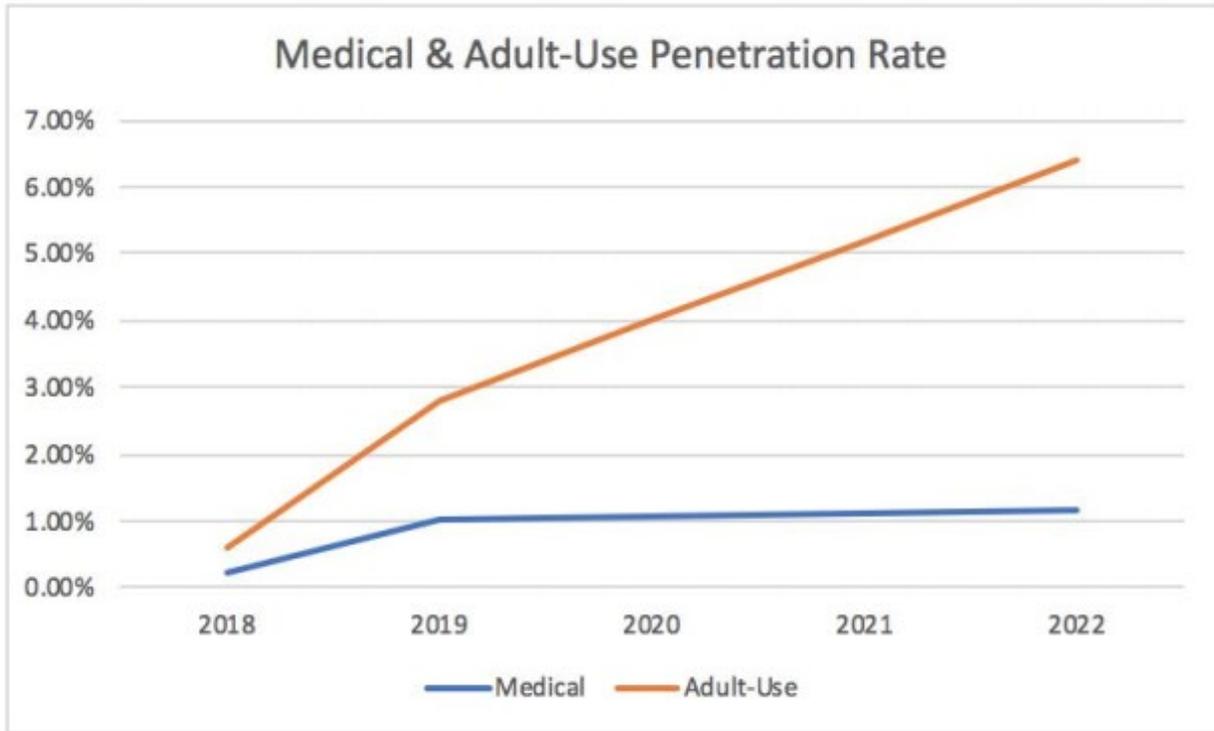
- Cultivation and manufacturing: 52,000 ft<sup>2</sup> total leased @\$3.46 ft<sup>2</sup> annually

## Financing

- Capital expenditures are assumed to be 100% equity financed
- Total equity contribution
  - \$8,650,000 (Warren)
  - Lease
- A small portion of working capital may be provided as a loan from members of the ownership group

### Penetration Rates

- We have used publicly available data from other legal markets in order to estimate the penetration rate for both medical and adult use marijuana based on similar programs in other states.



### Retail Competition

- Assumes three competitors to start and an additional competitor every eighteen months. All competitors receive equal market share of medical and adult use customers.

### Annual Forecast

*Warren Cultivation and Manufacturing*

<b>Income Statement</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Gross Revenues					
Flower Revenue	\$21,623,118	\$39,378,687	\$36,622,179	\$34,058,626	\$31,674,522
Oil Revenue	\$28,830,824	\$52,504,447	\$48,829,136	\$45,411,096	\$42,232,319
Total Revenues	50,453,942	91,883,134	85,451,314	79,469,722	73,906,842
COGS	<u>18,061,750</u>	<u>29,182,420</u>	<u>29,182,420</u>	<u>29,182,420</u>	<u>29,182,420</u>
<b>Gross Profit</b>	<b>32,392,193</b>	<b>62,700,714</b>	<b>56,268,895</b>	<b>50,287,303</b>	<b>44,724,422</b>
<i>Gross margin</i>	150%	159%	154%	148%	141%
<i>SG&amp;A margin</i>	15%	13%	11%	11%	11%
SG&A (Operating Expenses)	<u>7,568,091</u>	<u>11,944,807</u>	<u>9,399,645</u>	<u>8,741,669</u>	<u>8,129,753</u>
<b>EBITDA</b>	<b>24,824,101</b>	<b>50,755,907</b>	<b>46,869,250</b>	<b>41,545,633</b>	<b>36,594,669</b>
<i>EBITDA margin</i>	49%	55%	55%	52%	50%
D&A	(853,333)	(853,333)	(853,333)	(853,333)	(853,333)
Operating Income (EBIT)	23,970,768	49,902,573	46,015,917	40,692,300	35,741,336
Interest Expense	<u>172,735</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Pre-Tax Income</b>	<b>23,798,033</b>	<b>49,902,573</b>	<b>46,015,917</b>	<b>40,692,300</b>	<b>35,741,336</b>
Reserve for Taxes (280e)	6,802,360	13,167,150	11,816,468	10,560,334	9,392,129
<b>Net Income</b>	<b>\$16,995,672</b>	<b>\$36,735,423</b>	<b>\$34,199,449</b>	<b>\$30,131,966</b>	<b>\$26,349,207</b>

Cannasure Insurance Services, LLC  
1468 W. 9th St STE 805  
Cleveland, OH 44113  
P: 800 420 5757 F: 800 420 1975

February 3, 2020

## Letter of Intent To Provide General Liability and Product Liability Insurance

HEAL Cultivation, LLC.  
70 Pulaski Street  
Warren, MA 01083

This Letter of Intent (hereinafter, this “**Letter**”) is provided in connection with your request that Cannasure Insurance Services, LLC (hereinafter, “**Cannasure**”) provide \$1 million per occurrence and \$2 million in aggregate annually of general liability insurance, as well as commercial product liability insurance to HEAL CULTIVATION, LLC. in the event that HEAL CULTIVATION LLC should succeed in its application to procure a marijuana business license in the state of Massachusetts.

Cannasure Insurance Services is the premier, full-service wholesale broker and MGA created exclusively to serve the cannabis and hemp industry. We work with cannabis and hemp cultivators, dispensaries, and processors & manufacturers to protect their assets, employees and customers.

Sincerely,

Kristen Bacon  
Cannasure Insurance Services, LLC  
1468 W. 9<sup>th</sup> St STE 805  
Cleveland, OH 44113  
P: 800.420.5757

**COMMON POLICY DECLARATIONS**

**Colony Specialty Insurance Company**  
**PO Box 85122**  
**Richmond, VA 23285**

**POLICY NUMBER: IMF4226411**  
**RENEWAL OF:**  
**PROGRAM CODE: 70510**

**1. NAMED INSURED AND MAILING ADDRESS:**

Heal, Inc.  
4 Irving Road  
Weston, MA 02493

**PRODUCER: 70510**

Freberg Environmental Insurance dba: Vindati  
2000 South Colorado Blvd, Tower II, Suite 800  
Denver, CO 80222

**2. POLICY PERIOD:** From 09/06/2020 to 03/06/2021 12:01 A.M. Standard Time at your Mailing Address above.

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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

---

**3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

COVERAGE PARTS	PREMIUM
Inland Marine – Builder’s Risk	\$999
Premium charge for coverage of certified acts of terrorism: (Per Policyholder Disclosure attached.)	\$30
<b>or</b>	
Coverage for certified acts of terrorism has been rejected; exclusion attached. (Per Policyholder Disclosure attached.)	[ ]
ISSUED 10/13/2020	
Premium shown is payable at inception.	Total Policy Deposit Premium: <b>\$1,029</b>
	Annual Premium:

Inspection Fee:

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**4. FORMS APPLICABLE TO ALL COVERAGES:** See Form U001 – Schedule of Forms and Endorsements

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**5. BUSINESS DESCRIPTION:**

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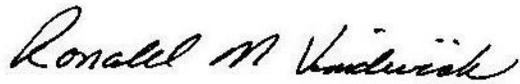
**Countersigned:** \_\_\_\_\_  
Date

**By: on file** \_\_\_\_\_  
Authorized Representative

# SIGNATURE PAGE

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Colony Specialty Insurance Company



---

**President**



---

**Secretary**

---

**SCHEDULE OF COVERAGES  
BUILDERS' RISK  
COMPREHENSIVE FORM**

(The entries required to complete this schedule  
will be shown below or on the "schedule of coverages".)

**SCHEDULED JOBSITES**

<b>Loc. No.</b>	<b>"Jobsite"</b>	<b>"Limit"</b>
1	Ground-Up Construction Project  Square Feet: Stories: Address: 70 Pulaski Street, Warren MA 01083	\$0

Check if applicable:

[ ] Attach Additional Builders' Risk Schedule to schedule more "jobsites"

**CATASTROPHE LIMIT** \$0

<b>COVERAGE EXTENSIONS</b>	<b>"Limits"</b>
Additional Debris Removal Expenses	<u>\$5,000</u>
Emergency Removal	<u>10 days</u>
Emergency Removal Expenses	<u>\$10,000</u>
Fraud And Deceit	<u>\$50,000</u>
Limited Fungus Coverage	<u>\$15,000</u>
Waterborne Property	<u>\$10,000</u>

<b>SUPPLEMENTAL COVERAGES</b>	<b>"Limits"</b>
Expediting Expenses	<u>\$10,000</u>
Expense To Re-Erect Scaffolding	<u>\$5,000</u>
Fire Department Service Charges	<u>\$1,000</u>
Ordinance Or Law (Undamaged Parts Of A Building)	<u>Included In CAT Limit</u>
Ordinance Or Law (Increased Cost To Repair And Cost To Demolish/Clear Site)	<u>\$50,000</u>
Personal Property	<u>\$10,000</u>
Pollutant Cleanup And Removal	<u>\$25,000</u>
Rewards	<u>\$1,000</u>
Sewer Backup	<u>\$10,000</u>
Temporary Storage Locations	<u>\$100,000</u>
Transit	<u>\$100,000</u>
Trees, Shrubs, And Plants	<u>\$10,000</u>

**DEDUCTIBLE**

Deductible Amount \$2,500

**COINSURANCE** (check one)

100%

Coinsurance Provisions Are Waived

# Liability Coverages & Limits

Schedule of Coverages	Limits
<b>General Liability</b>	
General Liability Each Occurrence	\$1,000,000
General Liability Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations Aggregate	Excluded
Damage to Premises	\$100,000
Medical Expenses	\$5,000
Hired & Non-Owned Auto	Excluded
<b>Product Liability</b>	
Product Liability Each Occurrence	Excluded
Product Liability Aggregate	Excluded
Product Withdrawal/Recall	Excluded
<b>Directors &amp; Officers Liability</b>	Excluded
<b>Employer Practices Liability</b>	Excluded
<b>Cyber Liability</b>	Excluded
<b>Excess Liability</b>	
Each Occurrence	Excluded
Aggregate	Excluded
<b>Workers' Compensation</b>	Excluded
<b>Professional Liability</b>	Excluded
<b>Acts of Terrorism</b>	Excluded

# Property Coverages & Limits

Schedule of Coverages	Limits
<b>Commercial Property</b>	
Building Coverage	Excluded
Business Personal Property	Excluded
Improvements & Betterments	Excluded
Business Income	Excluded
Finished Stock	Excluded
Crop	Excluded
Flood	Excluded
Earthquake	Excluded
<b>Cargo</b>	Excluded
<b>Employee Dishonesty/Crime</b>	Excluded
<b>Acts of Terrorism</b>	Excluded

# Scheduled Locations

70 Pulaski Street Warren MA 01092

# Endorsements & Exclusions

The following endorsements and exclusions apply to this policy

<a href="#">E001</a>	(02/14)	Nautilus Insurance Company Common Policy Declarations	Common Policy
<a href="#">E001J</a>	(04/17)	Nautilus Insurance Company Commercial Lines Policy Jacket	Common Policy
<a href="#">S902</a>	(07/09)	Schedule of Forms and Endorsements	Common Policy
<a href="#">IL0017</a>	(11/98)	Common Policy Conditions	Common Policy
<a href="#">E915</a>	(07/13)	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders	Common Policy
<a href="#">E906</a>	(01/16)	Service Of Suit	Common Policy
<a href="#">S013</a>	(07/09)	Minimum Earned Premium Endorsement	Common Policy
		<b>Minimum Earned Premium Percent: 25%</b>	
<a href="#">E919</a>	(01/20)	Privacy Notice	Common Policy
<a href="#">S150</a>	(07/09)	Commercial General Liability Coverage Part Declarations	GL
<a href="#">CG0001</a>	(04/13)	Commercial General Liability Coverage Form (Occurrence Version)	GL
<a href="#">CG2104</a>	(11/85)	Exclusion - Products-Completed Operations Hazard	GL
<a href="#">CG2107</a>	(05/14)	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included	GL
<a href="#">CG2109</a>	(06/15)	Exclusion - Unmanned Aircraft	GL
<a href="#">CG2147</a>	(12/07)	Employment-Related Practices Exclusion	GL
<a href="#">CG2173</a>	(01/15)	Exclusion of Certified Acts of Terrorism	GL
<a href="#">CG2196</a>	(03/05)	Silica or Silica-Related Dust Exclusion	GL
<a href="#">L201</a>	(07/10)	Exclusion - Exterior Insulation and Finish Systems (EIFS)	GL
<a href="#">IL0021</a>	(09/08)	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	GL
<a href="#">L205</a>	(11/10)	Exclusion - Injury To Employees, Contractors, Volunteers and Other Workers	GL
<a href="#">L217</a>	(06/17)	Exclusion - Punitive or Exemplary Damages	GL
<a href="#">L223</a>	(06/07)	Exclusion - Total Pollution	GL
<a href="#">L226</a>	(06/06)	Exclusion - Contagious, Infectious or Transmissible Disease	GL
<a href="#">L238</a>	(06/07)	Exclusion - Toxic Metals	GL
<a href="#">L288</a>	(01/15)	Additional Conditions and Exclusions - Contractors Subcontracted Work	GL
<a href="#">L241</a>	(07/09)	Exclusion - Microorganisms, Biological Organisms, Bioaerosols or Organic Contaminants	GL
<a href="#">L292</a>	(06/07)	Exclusion - Your Work Completed Prior to Specified Date	GL
<a href="#">L335</a>	(10/15)	Exclusion - Construction Operations in Colorado or New York	GL
<a href="#">L408</a>	(03/12)	Changes - Civil Union Or Domestic Partnership	GL
<a href="#">L342</a>	(09/16)	Exclusion - Continuous or Progressive Damage	GL
<a href="#">L601</a>	(12/09)	Amendment of Conditions - Premium Audit	GL

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<a href="#">L850</a>	(05/09)	Deductible Liability Insurance (Including Allocated Loss Adjustment Expense)	GL
		<b>BI PD Deductible Per Claim: \$500</b>	
<a href="#">S002</a>	(07/09)	Amendment of Definitions - Insured Contract (Incidental Contracts)	GL
<a href="#">S038</a>	(04/16)	Amendment of Liquor Liability Exclusion	GL
<a href="#">S261</a>	(07/09)	Exclusion - Asbestos	GL

**This information displayed is intended to be a brief review of limits and coverages. It is not intended to be a complete description of all coverages, exclusions, limitations, terms or conditions. Please refer to the policy for a complete explanation of the coverage provided.**

# Premium Summary

Coverage	Annual Premium
General Liability	\$7,566.00
Policy Fee	\$250.00
Surplus Lines Tax	\$302.64
Company Inspection Fee	\$175.00
<b>Total Annual Premium    \$8,293.64</b>	

**25% earned minimum premium applies**

By signing below, I am certifying and attesting that my agent has offered me the insurance coverages listed in the SCHEDULE OF COVERAGES above and that I am declining to purchase any coverage EXCLUDED in this schedule. I agree that my agent and/or The Roots Insurance will be held harmless and not liable in the event I suffer a loss for which I have declined to purchase appropriate coverage for.

*Trish Faass*

09 / 09 / 2020

Insured Signature

Date



**NIF Group, Inc**  
25A Hastings Street  
Mendon, MA 01756  
Phone: 800-262-7475

## Commercial Coverage Confirmation

<b>Named Insured:</b>	Heal Inc	<b>Date:</b>	09/16/2020
<b>Broker:</b>	Amanda Kugler The Roots Berkley MI	<b>Policy Period:</b>	09/06/2020 to 03/06/2021
		<b>Policy Number</b>	IMF4226411
<b>Carrier:</b>	Colony Specialty Insurance Company	<b>Underwriter:</b>	Erich Schutz eschutz@nifgroup.com

Please review the following coverage(s). Coverages may differ from those on the application or quote. Coverage confirmation is based on the information currently available, and is subject to change.

### Summary of Cost

	Commission	Certified Acts of Terrorism	Total
Policy Premium	10%	\$32.00	\$1,096.00
Policy Fee			\$500.00
<b>Grand Total:</b>			<b>\$1,596.00</b>

### Terms

All terms and conditions as per Carrier quote accepted by Insured

AAIS  
IM 7850 01 12

This endorsement changes  
the Inland Marine Coverage  
-- PLEASE READ THIS CAREFULLY --

POLICY NUMBER  
IMF4226411

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## CHANGE ENDORSEMENT

(The entries required to complete this endorsement  
will be shown below or on the "schedule of coverages".)

Named Insured: Heal, Inc.

Effective Date of Endorsement: 03/06/2021

The Inland Marine Coverage is amended as described below:

Quote Number: 00027812  
Expiration Date of this policy is extended to 09/06/2021.

### **Premium Adjustment**

New Annual Premium: \$ \_\_\_\_\_

Additional Premium: \$1,029.00

Return Premium: \$ \_\_\_\_\_

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IM 7850 01 12

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## Qualifications and Training

### **Qualifications**

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

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

### **Training**

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Heal's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually. On or after July 1, 2019, all of Heal's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Heal's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Heal's owners, managers, and employees will then successfully complete the program once every year thereafter. Heal will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Heal's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;

2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - a. Local and state licensing and enforcement;
  - b. Incident and notification requirements;
  - c. Administrative and criminal liability and license sanctions and court sanctions;
  - d. Waste disposal and health and safety standards;
  - e. Patrons prohibited from bringing marijuana onto licensed premises;
  - f. Permitted hours of sale and conduct of establishment;
  - g. Permitting inspections by state and local licensing and enforcement authorities;
  - h. Licensee responsibilities for activities occurring within licensed premises;
  - i. Maintenance of records and privacy issues; and
  - j. Prohibited purchases and practices.

In addition to the training requirements mandated by 935 CMR 500.105(2), all Heal Agents will take part in Heal's 40 hour training program. This program is one of the few in the nation that is fully compliant with Americans for Safe Access' industry standard for Patient Focused Certification. The topics covered in this program will include, but are not limited, to:

#### Day 1: Intros and tools

- The trainer's mindset
- Framing the dialogue
- History
- Culture
- Today's legal landscape
- Document/SOP review
- Daily recap

#### Day 2: Leading a world class team

- HR and Employment Law
- Training your team
- Coaching and Development
- Heal Statement/ 10pt checklist
- Collecting and using data
- Daily recap

### Day 3: Training operations

- Getting to know the plant and cultivation
- Medical benefits
- State compliance
- Getting help
- Intro to Patient Services
- Intro to Safety and Security
- Intro to Inventory
- Daily recap

### Day 4: Data, drills and opening

- Member Services walk through/role play
- Patient Services walk through/role play
- Inventory walk through/role play
- Opening / Closing the Dispensary
- Program recap

## Maintaining of Financial Records

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
  - If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

## Recordkeeping

To ensure that Heal, Inc. (“Heal”) is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Heal’s quarter-end closing procedures. In addition, Heal’s operating procedures will be updated on an ongoing basis as needed and will undergo a review by the executive management team on an annual basis. Heal will report to the Commission and law enforcement any loss or unauthorized alteration of records related to marijuana. All records will be made available to the Commission upon request.

### **Corporate Records**

Heal will maintain records regarding the corporation, its structure, contracts, and licenses. These records will include, at a minimum:

- Insurance and Liability Coverage
- Third Party Laboratory Contracts
- Commission requirements, including Annual Agent/Establishment Registration
- Local Compliance (Certificate of Occupancy, Special Permits, etc..,)
- Annual Report
- Secretary of State Filings

### **Business Records**

Heal will maintain records of all business transactions and activity. These records will include, at a minimum:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Vehicle inspection records
- Records of monthly analysis of equipment and sales data, in accordance with 935 CMR 500.140(6)(d)
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Heal, including members, if any

## Personnel/Training Records

Heal will maintain personnel files for all its employees. These files at a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Heal and will include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - Documentation of verification of references;
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - Documentation of periodic performance evaluations; and
  - A record of any disciplinary action taken.
  - Notice of completed responsible vendor and eight-hour related duty
  - Training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- Vendor training compliance records in accordance with 935 CMR 500.105.(2)(b)5.

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

## **Marijuana/Marijuana Product Testing Result Records**

Heal will maintain the test results for all marijuana and marijuana products for a minimum of one year. These records will be available to the Commission upon request.

## **Inventory Records**

Heal will use seed-to-sale tracking software (in conjunction with Metrc) to maintain real-time inventory. The tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Heal will maintain records of all marijuana products that are reserved for medical patients. Heal will perform audits of patient supply available on a weekly basis and retain those records for a period of six months.

## **Incident Reporting**

Within ten (10) calendar days, Heal will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Heal for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

## **Visitor Records**

A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

## **Waste Disposal**

When marijuana or marijuana products are disposed of, Heal will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Heal agents present during the disposal or handling, with their signatures. Heal will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

## **Security Records**

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

## **Transportation Manifests**

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

## **Policies and Procedures**

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

- Security measures in compliance with 935 CMR 500.110;

- Agent security policies, including personal safety and crime prevention techniques;
- A description of Heal’s hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported the Police Department and to the Commission;
  - Engaged in unsafe practices with regard to Heal operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Heal, 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 Heal’s website.)
- Policies and procedures for the handling of cash on Heal premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:

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

## **Record Retention and Closure**

Heal will meet Commission recordkeeping requirements and retain a copy of all records for two years, unless otherwise specified in the regulations.

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



## Quality Control and Testing

Heal Cultivation, LLC (“Heal”) will make every effort to ensure product quality and safety for all marijuana and marijuana-infused products (MIPs). All products will be thoroughly inspected before being placed on our shelves. If any concerns are raised, the product will be removed from the shelves until it passes further inspection. Any products that do not meet our strict quality standards will not be made available to consumers. Any product that exhibits a probability that the product might cause adverse health consequences will be recalled and disposed of in accordance with 935 CMR 500.105(12).

Heal will ensure that for the marijuana it sells, only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

Any Heal agent whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000. Additionally, agents who work in direct contact with marijuana shall conform to sanitary practices while on duty that including, at a minimum, maintaining adequate personal cleanliness and washing hands appropriately. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

Plumbing at Heal’s facility will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment and water supply shall be sufficient for all operations, in compliance with 935 CMR 500.105(3). Heal will provide and maintain adequate and readily accessible toilet facilities for its employees.

Floors, walls, and ceilings will be constructed such that may be adequately kept clean and in good repair. Heal will establish and maintain sufficient space for placement of equipment and storage of materials that are necessary for the maintenance of sanitary operations. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana, per 935 CMR 500.105(3).

Litter and waste shall be properly removed as to minimize development of odor and the potential for the waste to attract and harbor pests. All contact surfaces will be maintenance, cleaned, and sanitized as frequently as necessary to prevent against contamination, in compliance with 935 CMR 500.105(3).

Heal will ensure that storage and transportation of finished products shall be under conditions that protect against physical, chemical, and microbial contamination, as required by 935 CMR 500.105(3).

No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of marijuana products will be performed by an Independent Testing Laboratory.

Heal have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified above. Any such policy will include:

- Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch; and
- The notification must be from both this Marijuana Establishment and the Independent Testing Laboratory, separately and directly; and
- The notification from this Marijuana Establishment must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13), and all storage and transportation of marijuana and MIPs will be under conditions that will protect against deterioration and physical, chemical, and microbial contamination.

All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11).

Testing of environmental media (e.g., soils, solid growing media, and water) will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

All excess marijuana must be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

For any recalled products, we will immediately notify the Marijuana Cultivator or Marijuana Product Manufacturer from whom the product was purchased that the product is defective so they make take the proper remedial action. Heal will maintain the results of all testing for no less than one year.

## Personnel Policies including Background Checks

Heal Cultivation, LLC (“Heal”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Heal will establish a policy for maintaining confidential information. Heal will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- A personnel file, maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and including all required documents in accordance with 935 CMR 500.105(9)(d)2.

Heal will develop a staffing plan and maintain records in compliance with 935 CMR 500.105(9). At a minimum, the plan will demonstrate accessible business hours and (if applicable) safe cultivation conditions. Heal will develop a plan for how confidential information will be maintained.

Alcohol, smoke, and drug-free workplace policies shall be adopted Heal and shall be strictly adhered to by all on the premises of Heal’s facility. Any Heal agent who diverts marijuana, engages in unsafe practices, or is convicted or enters a guilty plea for felony charge of distribution to a minor shall be immediately dismissed, per 935 CMR 500.105(1).

## Plan for Restricting Access to Ages 21 and Older

Pursuant to 935 CMR 500.050(5)(b), Heal Cultivation, LLC (“Heal”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered and active qualifying patient with the Medical Use of Marijuana Program.

All Heal employees and registered agents will be 21 years of age or older, per 935 CMR 500.029. Additionally all visitors must be 21 years of age or older, per 935 CMR 500.002.

Upon entry into the premises of the marijuana establishment by an individual, a Heal registered agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Heal learns of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and Heal will be promptly notified, pursuant to 935 CMR 500.105(1)(I). Heal will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

In accordance with 935 CMR 500.105(4)(b)(13), the website for Heal will require all online visitors to verify they are 21 years of age or older prior to accessing the page.

Pursuant to 935 CMR 500.105(4), Heal will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Heal will also ensure that, pursuant to 935 CMR 500.150(1)(b), no edible products that are manufactured or sold will feature realistic or fictional human, animal, or fruit, including artistic, caricature or cartoon renderings, and that all packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

## DIVERSITY PLAN - WARREN

Heal Cultivation, LLC (“Heal”) believes in creating and sustaining a robust policy of inclusivity and diversity. Heal recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Heal is dedicated to creating a diverse culture with a commitment to equal employment opportunity for all individuals. Heal’s diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. As we prepare to operate and maintain operations in Warren, Heal will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

### Goals and Program

Heal aims to create an environment where personal identities, race, military service, sexual orientation, and heritage are utilized, celebrated, and valued. Heal’s diversity initiatives and strategies are designed to attract, develop, and advance the most talented individuals regardless of their race, sexual orientation, religion, age, gender, disability status, or any other dimension of diversity. As we prepare to open and continue operations in Warren, Heal’s goals are to:

- Hire and maintain the number of minorities, women, veterans, people with disabilities, and people who identify as LGBT working in the establishment at the rate of 40% of our workforce; and
- Ensure the success of minorities, women, veterans, people with disabilities, and people who identify as LGBT by providing the necessary tools in order for such individuals to be promoted within the organization at a rate of 25%. Heal’s diversity program includes the Diversity Recruitment and Sourcing and Employee Retention, Training, and Development sections described below.

### Diversity Recruitment and Sourcing

Heal will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities. Heal will develop strategic corporate initiatives to ensure a diverse and qualified staff stands ready to serve Heal customers’ needs. These strategic corporate initiatives may include, but are not limited to:

- Participating in career fairs in underrepresented and minority communities,

- particularly those in commuting proximity to Warren at least twice per year;
- Providing cultural training on cultural sensitivity and recognizing unconscious bias at least once per year; and
- Using suppliers who are also committed to diversity and inclusion.

Heal's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants, and may include taking the following steps as we prepare to open and for ongoing operations:

- Developing relationships with groups serving minorities, women, people of all gender identities and sexual orientations, veterans, and persons with disabilities for employment referrals;
- Work with online recruitment sources concerning current and future job openings;
- Encouraging employees from diverse groups to refer applicants for employment;
- Establishing recruitment efforts at higher learning institutions, and institutions with special programs that reach diverse people;
- Ensuring that job openings are sent to community partners; and
- Utilizing Indeed.com to reach over 100 online job websites, plus social media.

### **Employee Retention, Training, and Development**

Heal will offer opportunities for promotions, career counseling, and training to all employees in order to promote growth and minimize turnover. Heal will ensure that all employees are given equal opportunities for professional development by communicating promotion opportunities and training programs, and by creating clearly-defined job descriptions. Heal will ensure that all employees receive career counseling, including counseling related to advancement opportunities and training programs that can assist them in career development. Heal will instruct managers and supervisors to refer employees seeking career counseling to the Human Resources Manager.

Heal's diversity awareness training emphasizes its commitment to its zero-tolerance harassment and discrimination policy. Heal will strictly adhere to and enforce the policy by taking corrective action should any issues, concerns, or complaints arise. All Heal employees will be required to complete the diversity awareness training program during employee orientation. All new employees will be required to participate in an orientation program upon hiring that will introduce and stress the importance of the Diversity Plan. Ongoing diversity training will be required annually.

### **Measuring Progress**

Once we are up and operating, Heal will establish a Diversity Committee (the

“Committee”) to assist the executive management team with the implementation and growth of the Diversity Plan. The initial members of the Committee will be selected based on their diverse status and their personal commitments to diversity. Additional members of the Committee may be added at the discretion of Heal’s executive management team. The Committee will meet at least twice per year and will be responsible for:

- Reviewing the effectiveness of each career fair towards meeting the goals of the diversity plan and consider the following:
  - Number of hires from the above-referenced demographic groups who were hired and retained after the issuance of a license;
  - Number of promotions for people falling into the above-listed demographics since initial licensure to be 25% of all promotions made;
- Assessing whether cultural sensitivity trainings have been effective;
- Assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion;
- Auditing Heal’s internal and external job postings to ensure information is in compliance with Heal’s diversity policies and procedures.

Once we are up and operating, the Human Resource Manager at Heal will be responsible for auditing the Diversity Plan annually and creating an annual audit report. This report, which will analyze the Company’s performance in fulfilling the goals of the Diversity Plan, will contain the following information:

- Diversity Plan goal measurements and if they were met,
- Employment data, including information on minority, women, disabled, and veteran representation all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
- A description of efforts made by Heal to monitor and enforce the Diversity Plan and goals;
- Information on diverse group investment, equity ownership, and other ownership or employment opportunities initiated or promoted by Heal; and
- When available, a workforce utilization report including the following information for each job category at Heal:
  - The total number of persons employed;
  - The total number of men employed;
  - The total number of women employed;
  - The total number of veterans employed;
  - The total number of service-disabled veterans employed;
  - The total number of members of each racial minority employed;
  - The total number of individuals of all genders and sexual orientation.

## **Acknowledgements**

Heal will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by Heal will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

## Energy Compliance Plan

Heal Cultivation, LLC (“Heal”) will satisfy the minimum energy efficiency and equipment standards established by the Cannabis Control Commission (“CCC”), and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4). We will adopt additional best management practices as determined by the CCC to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the CCC in a form determined by the CCC. Our license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application and a compliance letter prepared by either a Certified Energy Auditor or Certified Energy Manager certified by the Association of Energy Engineers, Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect. Our facility will comply with the following minimum energy efficiency and equipment standards:

- Our building envelope will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code
- Our Horticulture Lighting Power Density (HLPD) will not exceed 36 watts per square foot or be listed on the “Horticultural QPL” and have a lighting Photosynthetic Photon Efficacy of at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1umol/J
- Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code)
- We will provide documentation required under 935 CMR 500.120(11)(b), that includes a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility