



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282005

Original Issued Date: 07/19/2021

Issued Date: 07/19/2021

Expiration Date: 07/19/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: CURE Pack MA LLC

Phone Number: Email Address: tacker@curepackllc.com
203-829-0032

Business Address 1: 644 River Street **Business Address 2:**

Business City: Fitchburg **Business State:** MA **Business Zip Code:** 01420

Mailing Address 1: 212 East Rocks Road **Mailing Address 2:**

Mailing City: Norwalk **Mailing State:** CT **Mailing Zip Code:** 06851

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Executive / Officer

Other Role:

First Name: Nathaniel

Last Name: Acker

Suffix: Jr.

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 644 River Street

Establishment Address 2:

Establishment City: Fitchburg

Establishment Zip Code: 01420

Approximate square footage of the Establishment: 1000

How many abutters does this property have?: 23

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	CURE Pack MA LLC Host Community Agreement Certification Form Signed 12.7....pdf	pdf	5ff4be1260fc2607ca6ad780	01/05/2021
Plan to Remain Compliant with Local Zoning	cure.pack.ma.llc-fitchburg-644.river.st-plan to remain compliant with local permits.bylaws - 12.26.20.docx.pdf	pdf	5ff4be5e36d86207eb9693b6	01/05/2021
Community Outreach Meeting Documentation	CURE Pack COM packet reduced.pdf	pdf	60004f3d2027b107e8dca8fb	01/14/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	NEVA letter for CUREPack.pdf	pdf	6009c9189b156e07a0630b77	01/21/2021
Plan for Positive Impact	CURE Pack - Positive Impact Plan (2).pdf	pdf	6009c92599372e0774f7203f	01/21/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Nathaniel

Last Name: Acker **Suffix:** Jr.

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	MA DOR Cert Good Standing.pdf	pdf	5ff4cd8c89d382080d8edc94	01/05/2021
Articles of Organization	CURE Pack MA, LLC Certificate of Organization (1).pdf	pdf	5ff4cdadb11eae07c3c58739	01/05/2021
Department of Revenue - Certificate of Good standing	CURE MA Unemployment good stand (1).pdf	pdf	5ff4cdaf9597d30802d2c534	01/05/2021
Secretary of Commonwealth - Certificate of Good Standing	CURE MA Cert of Org.pdf	pdf	5ff4cdba09cfae0810fd34b6	01/05/2021
Bylaws	Signed Operating Agreement CUREPack.pdf	pdf	6009caf308a18c07fbbd48e1	01/21/2021

No documents uploaded

Massachusetts Business Identification Number: 001456086

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Liability Insurance - CURE Pack (1).pdf	pdf	6009cb7facd73907b60f332f	01/21/2021
Proposed Timeline	CURE Pack Timeline.pdf	pdf	60107eb8bb013b0802088fb3	01/26/2021
Business Plan	Updated CUREPack Business Plan as of 2-2-2021 (3).pdf	pdf	6019e73feabbc336a11f5614	02/02/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload

			Date
Restricting Access to age 21 and older	CURE Pack - Restricting Access to age 21 or older - Product Manufacturing (2).pdf	pdf	6009cd83acd73907b60f333d 01/21/2021
Security plan	Security Plan - CURE Pack- Product Manufacturing (1).pdf	pdf	6009cdc208a18c07fbbd48f1 01/21/2021
Prevention of diversion	Prevention of Diversion - CURE Pack- Product Manufacturing (1).pdf	pdf	6009cdf29aa497082efbc665 01/21/2021
Storage of marijuana	Storage - CURE Pack - Product Manufacturing (1).pdf	pdf	6009ce21de284b081c68efbc 01/21/2021
Transportation of marijuana	Transportation of Marijuana - CURE Pack - Product Manufacturing (1).pdf	pdf	6009d7f2c6de99078eaa8e88 01/21/2021
Inventory procedures	Inventory Procedures - CURE Pack - Product Manuf (1).pdf	pdf	6009d80abb013b0802087f2a 01/21/2021
Personnel policies including background checks	Personnel Policies Including Background Checks - CURE Pack - Product Manufacturing (1).pdf	pdf	6009d81e9aa497082efbc6bc 01/21/2021
Record Keeping procedures	Record Keeping Procedures - CURE Pack - Product Manufacturing (1).pdf	pdf	6009d8269a7da608237abf38 01/21/2021
Maintaining of financial records	Maintaining of Financial Records - CURE Pack - Product Manuf (1).pdf	pdf	6009d8369b156e07a0630be3 01/21/2021
Qualifications and training	Qualifications and Training - CURE Pack- Product Manufacturing (1).pdf	pdf	6009d84b99372e0774f720b2 01/21/2021
Energy Compliance Plan	CURE Pack - Energy Compliance Plan.pdf	pdf	6009d85438f3c9077bbcad3b 01/21/2021
Safety Plan for Manufacturing	CURE Pack - SAFETY PLAN - Product Manufacturing (1).pdf	pdf	6009d85abb013b0802087f2e 01/21/2021
Sample of unique identifying marks used for branding	CurePack Logo.pdf	pdf	6009d89cc6de99078eaa8e90 01/21/2021
Plan to Obtain Marijuana	CURE Pack - Plan for Obtaining Marijuana or Marijuana Products - Product Manufacturing (2).pdf	pdf	60107f789a7da608237ad012 01/26/2021
Method used to produce products	Methods used to produce products - CURE Pack - Product Manufacturing (1).pdf	pdf	60107ffe9aa497082efbd78d 01/26/2021
Types of products Manufactured.	CUREPack - TYPES of Products Manufactured - Product Manufacturing (2).pdf	pdf	60302c485aed110812e48de3 02/19/2021
Diversity plan	Diversity Plan - CURE Pack - updated 2-19-2021.pdf	pdf	60302c4affb50c07eaff9125 02/19/2021
Quality control and testing	Quality Control and Testing - CURE Pack- Product Manufacturing updated 2-19-2021.pdf	pdf	60302c4b58692907c581a4c2 02/19/2021

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 9:00 AM **Monday To:** 5:00 PM

Tuesday From: 9:00 AM **Tuesday To:** 5:00 PM

Wednesday From: 9:00 AM **Wednesday To:** 5:00 PM

Thursday From: 9:00 AM **Thursday To:** 5:00 PM

Friday From: 9:00 AM **Friday To:** 5:00 PM

Saturday From: Closed **Saturday To:** Closed

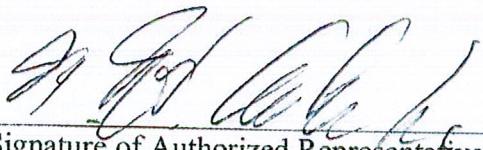
Sunday From: Closed **Sunday To:** Closed

Host Community Agreement Certification Form

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

Applicant

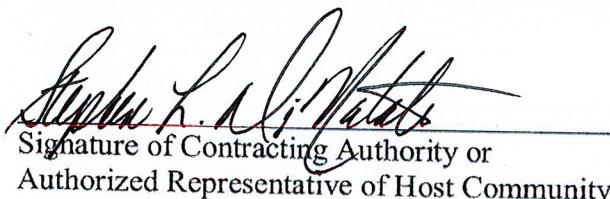
I, Nathaniel Acker, (insert name) certify as an authorized representative of CURE Pack MA LLC (insert name of applicant) that the applicant has executed a host community agreement with the City of Fitchburg (insert name of host community) pursuant to G.L.c. 94G § 3(d) on November 17, 2020 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Mayor Stephen L. DiNatale, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Fitchburg (insert name of host community) to certify that the applicant and the City of Fitchburg (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on November 17, 2020 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

CURE Pack MA LLC - Product Manufacturing

Adult Use Marijuana Establishment for Product Manufacturing
644 River Street, Fitchburg, Mass., Worcester County
Assessor ID 61-26

Plan to Remain Compliant with Local Permits and Zoning

Cure Pack MA, LLC, (the Applicant), is seeking a marijuana establishment permit for product manufacturing at 644 River Street in the City of Fitchburg and the site is located within the City's Industrial (I) zoning district and is allowed by special permit from the Planning Board with Minor Site Plan Approval from Planning Board.

The Applicant shall duly apply-for and comply-with the bylaw provisions and requirements and all applicable conditions that may be imposed by the Planning Board during the special permit process. The Applicant's site meets the distancing/setback requirements from playgrounds, schools, etc., set forth in the City's ordinance and the CCC statutes and regulations. The Applicant has reviewed the submission requirements for the special permit and the criteria/findings for a special permit to issue, all of which are consistent with the 935 CMR 500, and can and will meet all such requirements and obtain and maintain its permits as required.

The site consists of 2.6 acres with two large mill-type buildings with frontage along River Street and the Applicant shall be utilizing floor space within the existing mill building structure with no new construction or excavation to the site. Although located along the Nashua River, the establishment will not require any conservation commission review or permitting as there are no exterior or ground-based activities or construction involved with the project.

The time frame for obtaining this marijuana establishment special permit with minor site plan review from Planning Board is as follows: Upon formal filing with town clerk and Planning Board, approximately 21 days for publishing and posting of public notice of hearing date; anticipation of one or two hearings to be accomplished between 30 to 65 days following filing; approximately 14 days for board's writing of final decision and filing of decision with town clerk for 20-day appeal period. Total time-frame is approximately 120-150 days for special permit and site plan review. A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation that submitted construction filings/plans comply with building code. After construction, a certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 12/17/2020
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 12/3/2020

b. Name of publication: Sentinel
Enterprise

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

a. Date notice filed: 12/3/2020

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

a. Date notice(s) mailed: 12/3/2020

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

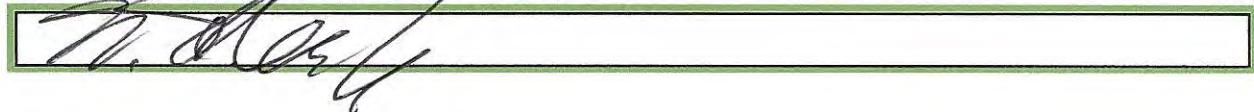
Name of applicant:

CURE Pack MA LLC

Name of applicant's authorized representative:

Nathaniel Acker

Signature of applicant's authorized representative:

A handwritten signature in black ink, appearing to read "N. Acker", is placed within a rectangular box with a green double-line border.

CURE Pack MA LLC - Product Manufacturing

Link to Fitchburg Community Outreach Meeting

https://youtu.be/0_ZBfeAFdIs

Number of participants: 4



Hare, Patrick <PHare@fitchburgma.gov>

to me ▾

1:46 PM (9 minutes ago)



Good Afternoon Kristina,

My name is Patrick Hare, Mayor DiNatale's Chief of Staff. Your request is approved. If you need anything else, please don't hesitate to reach out to me.

Have a great day.

Sincerely,

Patrick



Patrick D. Hare
Chief of Staff for the Mayor
City of Fitchburg
718 Main Street
Fitchburg, MA 01420
Office: 978-829-1803

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HOURS OF OPERATION: MON. - FRI. 8AM - 5PM

The ad deadline is 4:30pm for publication the following day.
(Friday @ 4:30pm for publication Sunday or Monday).



206 Appraising

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Mike

Public Notice

Commonwealth of
Massachusetts The Trial
Court Probate and Family
Court Worcester Division
Docket No. W020P2418EA

INFORMAL PROBATE
PUBLICATION NOTICE
Estate of: Elisabeth Ryan
Montuori Also Known
As: Sis Montuori

Date of Death: July 28,
2020 To all persons inter-

ested in the above
captioned estate, by

Petition of Petitioner Susan
M. McNiff of Estes Park,

CO A will has been
admitted to informal

probate. Susan M. McNiff
of Estes Park, CO has been

informally appointed as the
Personal Representative of

the estate to serve without
surety on the bond. The

estate is being

administered under
informal procedure by the

Personal Representative
under the Massachusetts

Uniform Probate Code
without supervision by the

Court. Inventory and

accounts are not required
to be filed with the Court,

but interested parties are

entitled to notice regarding
the administration from the

Personal Representative
and can petition the Court

in any matter relating to the

estate, including

distribution of assets and

expenses of administration.

Interested parties are entitled to

petition the Court to

institute formal

proceedings and to obtain

orders terminating or

restricting the powers of

Personal Representatives

appointed under informal

procedure. A copy of the

Petition and Will, if any,

can be obtained from the

Petitioner.

December 3 2020

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NASHOBIA VALLEY
VOICE

Public Notice

510 Help Wanted General

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana product manufacturing establishment is scheduled for Thursday December 17, 2020 at 6 pm. In light of COVID-19, the meeting will be held virtually as follows: Zoom Meeting: <https://zoom.us>.

us/j/99435800398 or Via Dial-in: (929) 205-6099 and entering the Meeting ID 99435800398. The proposed marijuana product manufacturing establishment is anticipated to be located at 644 River Road Fitchburg, MA. There will be an opportunity for the public to ask questions.

December 3 2020

 If they say,
"they saw it in
the paper."

They mean the
Sentinel and
Enterprise

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Representative

A leading metal service center in NE is seeking an Outside Sales Rep. for Northern MA and ME.

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666-896-4979

 The Commonwealth of
Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING, PUBLIC HEARINGS, AND PROCEDURAL CONFERENCE

D.P.U. 20-120

Petition of Boston Gas Company, doing business as National Grid, pursuant to G.L. c. 164, § 94 and 220 CMR 5.00, for Approval of a General Increase in Base Distribution Rates for Gas Service and a Performance-Based Ratemaking Plan.

On November 13, 2020, Boston Gas Company ("Boston Gas"), doing business as National Grid ("National Grid" or "Company"), filed a petition with the Department of Public Utilities ("Department") for an increase in gas distribution rates. The Department has docketed this matter as D.P.U. 20-120 and has suspended the effective date of the proposed rate increase until October 1, 2021, to investigate the propriety of the Company's request. The Company represents that it will implement any change in rates beginning November 1, 2021. The Company was last granted an increase in distribution rates in Boston Gas Company/Colonial Gas Company, D.P.U. 17-170 (2018).

National Grid seeks to increase its rates to generate \$220,36,830 in additional revenues. The Company proposes to not transfer \$108,027 to the GSEEP.

Additionally, National Grid's filing contains four demonstration programs that the Company states are intended to further the Commonwealth's greenhouse gas emissions goals. Additional information regarding these and all other proposals can be found in the Company's filing.

The Company also proposes to implement a performance-based ratemaking ("PBR") mechanism that would allow National

Grid to adjust its base distribution rates on an annual basis through the application of a revenue-cap formula and to put

in place a set of metrics to evaluate the Company's performance. The Company proposes to implement the PBR plan for

five years with the possibility for extension. Additionally, National Grid's filing contains four demonstration programs that

the Company states are intended to further the Commonwealth's greenhouse gas emissions goals. Additional information

regarding these and all other proposals can be found in the Company's filing.

In Boston Gas Company/Colonial Gas Company, D.P.U. 19-69 (2019), the Department approved the consolidation of Boston

Gas and Colonial Gas Company ("Colonial Gas"). In the instant filing, National Grid proposes to combine the revenue

requirement for the two companies, although Boston Gas and Colonial Gas will continue to maintain separate rates.

National Grid states that if its petition is approved as requested, the proposed revenue increase will have the following effects

from November 1, 2021, through April 30, 2022.

For Boston Gas Customers, the Company states:

* a typical residential non-heating customer using 94 therms per year will experience an annual bill increase of \$16.55, or 6.2 percent;

* a typical residential heating customer using 871 therms per year will experience an annual bill increase of \$122.49, or nine percent; and

* Most commercial and industrial ("C&I") customers will experience annual increases in the range of one percent to 13.4 percent, depending on their rate classification and level of therm usage.

For Former Colonial Gas Customers, the Company states:

* a typical residential non-heating customer using 76 therms per year will experience an annual bill increase of \$30.39, or 14.4 percent;

* a typical residential heating customer using 795 therms per year will experience an annual bill increase of \$106.50, or 9.5 percent; and

* C&I customers will experience annual increases in the range of 8.6 percent to 39.8 percent, depending on their rate classification and level of therm usage.

The Company states that the estimated recovery of the remaining balance in the GSEEP on May 1, 2022, would reduce the bill

increases customers experience after the Company's proposed rate change on November 1, 2021, depending upon their rate

classification and usage. In addition, bill impacts for C&I customers will vary depending upon their rate classification and level of usage. For specific impacts, please contact the Company as indicated below.

The Attorney General of the Commonwealth of Massachusetts ("Attorney General") has filed a notice of intervention in

this matter pursuant to G.L. c. 12, § 11E. Further, pursuant to G.L. c. 12, § 11E(h), the Attorney General has filed a notice of

retention of experts and consultants to assist in her investigation of the Company's filing, and has requested Department

approval to spend up to \$550,000 in this regard. Pursuant to G.L. c. 12, § 11E(h), the costs incurred by the Attorney General

relative to her retention of experts and consultants may be recovered in the Company's rates.

Due to the COVID-19 state of emergency issued by Governor Baker on March 10, 2020, and certain ongoing restrictions

and safety measures relating to in person events, the Department will conduct two virtual public hearings to receive

comments on the Company's petition. The Department will conduct the hearings using Zoom videoconferencing on

January 26, 2021, beginning at 6:00 p.m. and January 28, 2021, beginning at 10:00 a.m. Attendees can join the

January 26, 2021 hearing by entering the link: <https://zoom.us/j/98964278163> from a computer, smartphone, or tablet. Attendees can join the January 28, 2021 hearing by entering the link: <https://zoom.us/j/96160228694> from a computer, smartphone, or tablet.

When using the Zoom platform, you will be able to listen to the hearing in English or Spanish. To access interpretation

services through Zoom during the hearing, click on the "Interpretation" button on the menu bar at the bottom of the Zoom

application screen and select your language (e.g., English or Spanish).

For audio-only access to the hearings, attendees can dial in at (312)626-6799 (not toll free) for the January 26, 2021 hearing

and then enter the Webinar ID# 986-9427-8163. Attendees can dial the same number for the January 28, 2021 hearing and then

enter the Webinar ID# 961-6022-8604.

If you anticipate providing comments via Zoom or via phone during the public hearings, please send an e-mail by

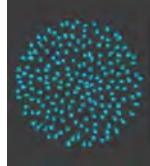
January 22, 2021, with your name, e-mail address, and mailing address to marc.tassone@mass.gov.

The Department will also accept written comments on the Company's petition. Any person interested in commenting on this

matter may submit written comments no later than the close of business (5:00 p.m.) on January 29, 2021. At this time, all

filings must be submitted only in electronic format in recognition of the difficulty that parties and the Department may have

in filing and receiving original copies because of the ongoing state of emergency (please see further filing instructions below).



THE MENSING GROUP LLC

Massachusetts Cannabis Advisors

Local Permitting | State Licensing | Business Advising

ATTACHMENT B

December 3, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana product manufacturing establishment is scheduled for Thursday December 17, 2020 at 6 pm. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/99435800398>

Meeting ID: 99435800398

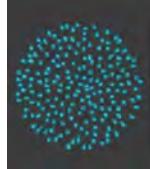
or Via Dial-in: (929) 205-6099 and entering the Meeting ID

The proposed marijuana product manufacturing establishment is anticipated to be located at 644 River Street, Fitchburg, MA. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of CURE Pack LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

	Address	City	State	Zip
Mayor's Office	718 Main Street	Fitchburg	MA	01420
City Clerk	718 Main Street	Fitchburg	MA	01420
Planning Board	718 Main Street	Fitchburg	MA	01420
Legal Department	718 Main Street	Fitchburg	MA	01420



THE MENSING GROUP LLC

Massachusetts Cannabis Advisors

Local Permitting | State Licensing | Business Advising

ATTACHMENT C

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100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Parcel Number	GIS Number	Cama Number	Property Address	Owner Name	Co-Owner Name	Owner Address	Owner City	Owner State	Owner Zip
204-20-0	M_172850_925520	204-20-0					FITCHBURG	MA	01420
204-21-0	M_172850_925539	204-21-0					FITCHBURG	MA	01420
204-29-0	M_172913_925552	204-29-0					FITCHBURG	MA	01420
38-27-E	M_173590_925793	38-27-E					HAMPTON	NH	03842
49-1-0	M_173031_925626	49-1-0					FITCHBURG	MA	01420
49-1-A	M_173214_925635	49-1-A					FITCHBURG	MA	01420
49-6-0	M_173292_925554	49-6-0					FITCHBURG	MA	01420
49-8-0	M_173244_925521	49-8-0					FITCHBURG	MA	01420
49-8-A	M_173213_925507	49-8-A					FITCHBURG	MA	01420
61-14-0	M_172771_925415	61-14-0					FITCHBURG	MA	01420
61-14-1	M_172736_925404	61-14-1					FITCHBURG	MA	01420
61-21-0	M_172730_925467	61-21-0					FITCHBURG	MA	01420
61-22-0	M_172777_925486	61-22-0					FITCHBURG	MA	01420
61-23-0	M_172814_925493	61-23-0					FITCHBURG	MA	01420
61-24-0	M_172856_925483	61-24-0					FITCHBURG	MA	01420
61-25-0	M_172918_925508	61-25-0					FITCHBURG	MA	01420
61-26-A	M_172778_925364	61-26-A					LEOMINSTER	MA	01453
61-26-C	M_172927_925318	61-26-C					LEOMINSTER	MA	01453
61-26-D	M_173027_925416	61-26-D					HAMPTON	NH	03842
61-27-0	M_172795_925272	61-27-0					FITCHBURG	MA	01420
61-28-0	M_172828_925406	61-28-0					FITCHBURG	MA	01420
62-51-A	M_173108_925382	62-51-A					HAMPTON	NH	03842
62-54-A	M_173290_925464	62-54-A					FITCHBURG	MA	01420

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMITED EMPL...

USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 70191640000156190927[Remove X](#)

Your item was delivered to an individual at the address at 8:13 am on December 7, 2020 in FITCHBURG, MA 01420.

Delivered

December 7, 2020 at 8:13 am
Delivered, Left with Individual
FITCHBURG, MA 01420

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Tracking Number: 70191640000156190897

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This is a reminder to arrange for redelivery of your item before December 21, 2020 or your item will be returned on December 22, 2020. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

Delivery Attempt: Action Needed

Reminder to Schedule Redelivery of your item before December 21, 2020

Schedule Redelivery ▼**See More** ▼

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Your item was delivered to an individual at the address at 9:07 am on December 7, 2020 in FITCHBURG, MA 01420.

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Your item has been delivered to an agent for final delivery in FITCHBURG, MA 01420 on December 7, 2020 at 4:23 pm.

✓ Delivered to Agent

December 7, 2020 at 4:23 pm
Delivered to Agent for Final Delivery
FITCHBURG, MA 01420

Get Updates **See More** **Tracking Number:** 70191640000156190866Remove 

Your item was delivered to an individual at the address at 9:44 am on December 7, 2020 in

FITCHBURG, MA 01420.

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December 7, 2020 at 9:44 am

Delivered, Left with Individual
FITCHBURG, MA 01420

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FITCHBURG, MA 01420

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Tracking Number: 70191640000156190781

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Your item has been delivered to an agent for final delivery in HAMPTON, NH 03842 on December 7, 2020 at 11:01 am.

Delivered to Agent

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=24&text28777=&tLabels=70191640000156190927%2C%C2%A070191640000156...> 4/11



December 7, 2020 at 11:01 am
Delivered to Agent for Final Delivery
HAMPTON, NH 03842

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Tracking Number: 70191640000156190774

Your item was delivered to an individual at the address at 8:50 am on December 7, 2020 in FITCHBURG, MA 01420.



December 7, 2020 at 8:50 am
Delivered, Left with Individual
FITCHBURG, MA 01420

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Feedback

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Tracking Number: 70191640000156190767

Your item was delivered at 12:47 pm on December 9, 2020 in LEOMINSTER, MA 01453.



December 9, 2020 at 12:47 pm
Delivered
LEOMINSTER, MA 01453

Get Updates ▾

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Remove X

Your item has been delivered to an agent for final delivery in FITCHBURG, MA 01420 on December 14, 2020 at 9:15 am.

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December 14, 2020 at 9:15 am
Delivered to Agent for Final Delivery
FITCHBURG, MA 01420

Get Updates ▼**See More** ▼**Tracking Number:** 70191640000156190743

Remove X

Your item was delivered to an individual at the address at 8:59 am on December 8, 2020 in FITCHBURG, MA 01420.

✓ Delivered

December 8, 2020 at 8:59 am
Delivered, Left with Individual
FITCHBURG, MA 01420

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Tracking Number: 70191640000156190736Remove 

Your item was delivered to an individual at the address at 9:00 am on December 7, 2020 in FITCHBURG, MA 01420.

 **Delivered**

December 7, 2020 at 9:00 am
Delivered, Left with Individual
FITCHBURG, MA 01420

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Your item was delivered to an individual at the address at 9:16 am on December 7, 2020 in FITCHBURG, MA 01420.

 **Delivered**

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Delivered, Left with Individual
FITCHBURG, MA 01420

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Your item was delivered to the front desk, reception area, or mail room at 8:45 am on December 7,

2020 in FITCHBURG, MA 01420.

Delivered

December 7, 2020 at 8:45 am

Delivered, Front Desk/Reception/Mail Room
FITCHBURG, MA 01420

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Tracking Number: 70191640000156190705

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FITCHBURG, MA 01420.

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Delivered

December 7, 2020 at 8:48 am
Delivered, Left with Individual
FITCHBURG, MA 01420

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Tracking Number: 70191640000156190699

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Your item was delivered to an individual at the address at 8:30 am on December 7, 2020 in
FITCHBURG, MA 01420.

Delivered

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=24&text28777=&tLabels=70191640000156190927%2C%C2%A070191640000156...> 8/11



December 7, 2020 at 8:30 am
Delivered, Left with Individual
FITCHBURG, MA 01420

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Tracking Number: 70191640000156190682

Remove X

Your item was delivered to the front desk, reception area, or mail room at 10:15 am on December 7, 2020 in FITCHBURG, MA 01420.

Delivered

December 7, 2020 at 10:15 am
Delivered, Front Desk/Reception/Mail Room
FITCHBURG, MA 01420

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Tracking Number: 70191640000156190675

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Your item has been delivered to the original sender at 10:35 am on December 14, 2020 in BOSTON, MA 02109.

Feedback

Delivered

December 14, 2020 at 10:35 am
Delivered, To Original Sender
BOSTON, MA 02109

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Your item was delivered to an individual at the address at 9:02 am on December 7, 2020 in FITCHBURG, MA 01420.

Delivered

December 7, 2020 at 9:02 am
Delivered, Left with Individual
FITCHBURG, MA 01420

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Tracking Number: 70191640000156190651[Remove X](#)

Your item was delivered to an individual at the address at 8:12 am on December 7, 2020 in FITCHBURG, MA 01420.

Delivered

December 7, 2020 at 8:12 am
Delivered, Left with Individual
FITCHBURG, MA 01420

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[Remove X](#)**Tracking Number:** 70191640000156190644

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Delivered

December 7, 2020 at 9:02 am
Delivered, Left with Individual
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Go to our FAQs section to find answers to your tracking questions.

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Feedback

POSITIVE IMPACT PLAN

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, CURE Pack MA LLC ("CURE Pack" or "the Company") has created the following Positive Impact Plan.

CURE Pack's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Commission has identified certain Areas of Disproportionate Impact ("ADIs") that were disproportionately harmed in the past by marijuana prohibition and enforcement as evidenced by their having historically high rates of arrest, conviction and incarceration related to marijuana crimes. Our Positive Impact Plan is focused on the following groups:

1. Past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission ("CCC").
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

CURE Pack will implement the following goals, programs and measurements pursuant to this Positive Impact Plan.

Goal #1:

Provide financial support to New England Veterans Alliance ("NEVA") because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs, including past or present residents of areas of disproportionate impact as defined by the CCC, Massachusetts residents who have past drug convictions, and/or Massachusetts residents who have parents or spouses who have past drug convictions.

Program:

Donate a total of \$2,500.00 annually to New England Veterans Alliance. The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. NEVA does important work in New England and across the country to improve veterans' lives, and building community for veterans. NEVA offers support, education and/or job training to Massachusetts residents disproportionately

CURE Pack MA LLC - Product Manufacturing

impacted by the War on Drugs. Specifically, this donation will go towards two programming areas:

1. The Veterans Cultivation Program (VCP) which supports veterans in learning how to cultivate cannabis. The goal of VCP is to help educate the veteran community, to encourage self sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to the local communities and
2. Peer support groups for veterans across New England, specifically those veterans located in areas of disproportionate impact (ADI) and/or have had past drug convictions.

Measurement and Accountability:

At the end of each year, CURE Pack will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the CURE Pack has given to the program outlined above. CURE Pack will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. NEVA will be able to produce documentation that the individuals participating in their programs have had past drug convictions and are from an area of disproportionate impact.

NEVA will provide an annual report to CURE Pack, summarizing the use of the funds, as well as the disproportionately impacted communities the programs have worked with, and whether the individuals participating in the programs have had past drug convictions. NEVA will provide a copy to the Cannabis Control Commission upon request.

Goal #2:

On an annual basis, cover the costs/fees associated with obtaining an expungement of the criminal record for up to 5 individuals that are past or present residents of ADI's who have cannabis-related felonies.

Program:

CURE Pack will commit \$2,500 per calendar year to our Cannabis Expungement Program (“CEP”) that will provide financial assistance for legal/filing fees for up to 5 individuals from areas of disproportionate impact attempting to expunge cannabis criminal charges from their record. CURE Pack will identify an attorney to help individuals with completing the necessary expungement paperwork. CURE Pack will publish the application for the CEP on its website. Individuals will be able to apply for the Program on-line. The first 5 individuals that meet the following criteria will be eligible for participation in the program:

1. Must show proof of past or present residency in an ADI as identified by the Commission and
2. Show proof of a cannabis-related felony.

Measurement and Accountability:

CURE Pack will use qualitative and quantitative measurement metrics in measuring the results of its program and upon renewal will demonstrate that the CEP led to measurable success of our goal. The metric to be used in determining whether the goals were met will be to produce the total number of individuals CURE Pack has assisted with funding expungements per year and indicate the specific ADI where that individual resides or has resided. In addition, CURE Pack will produce documentation that criminal records of individuals in the CEP have had their records expunged.

CURE Pack acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

CURE Pack expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner
mass.gov/dor

Letter ID: L1747579200
Notice Date: December 17, 2020
Case ID: 0-001-001-339



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CURE PACK MA LLC
44 SCHOOL ST STE 505
BOSTON MA 02108-4221

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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

D**The Commonwealth of Massachusetts**

William Francis Galvin

Secretary of the Commonwealth

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

**Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)**

Federal Identification No.: _____

(1) The exact name of the limited liability company:CURE Pack MA, LLC(2) The street address of the office in the commonwealth at which its records will be maintained:44 School Street, Suite 505
Boston, MA 02108(3) The general character of the business:

Co-packing

(4) Latest date of dissolution, if specified: _____(5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Precision Corporate Services, Inc.

44 School Street, Suite 505
Boston, MA 02108(6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

N/A

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

NAME _____ ADDRESS _____

Nathaniel Acker, Jr. 212 East Rocks Road
Norwalk, CT 06851

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

NAME _____ ADDRESS _____

Nathaniel Acker, Jr. 212 East Rocks Road
Norwalk, CT 06851

(9) Additional matters:

Signed by (by at least one authorized signatory):

Consent of resident agent:

Precision Corporate Services, Inc.

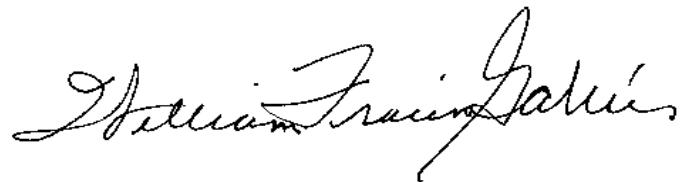
resident agent of the above limited liability company consent to my appointment as resident agent pursuant to G.L. c. 156C & 12*

For each incident, don't comment home

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:

August 27, 2020 10:51 AM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is fluid and cursive, with "William" and "Francis" stacked above "Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Nathaniel H. Acker Jr., an authorized representative of Cure Pack MA LLC certify that Cure Pack MA LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



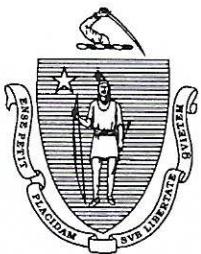
Signature of Agent

Date 12/9/20

Name: Nathaniel H. Acker Jr.

Title: CEO

Entity: Cure Pack MA LLC



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

William Francis Galvin
Secretary of the
Commonwealth

December 15, 2020

TO WHOM IT MAY CONCERN:

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

CURE PACK MA, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 27, 2020**.

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **NATHANIEL ACKER, JR.**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NATHANIEL ACKER, JR.**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
CURE PACK MA, LLC**

This Liability Company Operating Agreement (this “Agreement”) of CURE Pack MA, LLC, a Massachusetts limited liability company (the “Company”), is entered into by Nathaniel H. Acker, Jr. in his capacity as the sole member (the “Member”) and is effective as of the 27th day of August, 2020. This Agreement of the Company hereby establishes the terms and conditions governing the business and operation of the Company as a limited liability company pursuant to and in accordance with the provisions of the Massachusetts Limited Liability Company Act (General Laws Chapter 156C, Section 12), as amended from time to time (the “Act”).

RECITALS

WHEREAS, the Company is a limited liability company that was formed under the Massachusetts Limited Liability Company Act, as amended (the “Act”), pursuant to the filing of the Certificate of Organization of the Company (the “Certificate of Organization”) with the office of the Secretary of State of the State of Massachusetts on August 27, 2020; and

WHEREAS, the Member desires to set forth herein the terms of the Membership Shares and the agreements regarding the manner in which the Company shall be governed and operated from and after the date hereof.

NOW THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby covenant and agree as follows:

1. **Name.** The name of the limited liability company formed hereby is CURE Pack MA, LLC, or such other name as the Member may from time to time determine. The Member shall cause to be filed on behalf of the Company such assumed or fictitious name certificate or certificates as may, from time to time, be required by law.

2. **Principal Business Office.** The principal business office of the Company shall be located at 212 East Rocks Road, Norwalk, CT., or such other location as may hereafter be determined by the Member.

3. **Term.** The Company shall have perpetual existence until the Company is dissolved, and the appropriate documents are filed with the Secretary of State of the State of Massachusetts in accordance with the provisions of this Agreement. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Organization as provided in the Act and all property owned by the Company shall have been disposed of and the assets shall have been distributed.

4. **Registered Agent.** The name and address of the registered agent of the Company is the Precision Corporate Services, Inc., located at 44 School Street, Suite 505, Boston, MA 02108. At any time, the Member may designate another registered agent and/or registered office.

5. **Purpose.** The Company is formed to engage in any lawful act or activity for which limited liability companies may be formed under the Act.

6. **Member.**

(a) Nathaniel H. Acker, Jr. is the sole Member of the Company and the sole record and beneficial holder of the Interest (as hereinafter defined).

(b) The mailing address of the Member is 212 East Rocks Road, Norwalk, CT.

(c) The Member may act by written consent.

7. **Interest.** The Company shall be authorized to issue multiple classes of Limited Liability Company Interests (the “Interest”) including any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. **Membership Shares.**

(a) Ownership rights in the Company shall be reflected by Membership Shares. Membership Shares shall have the rights and privileges set forth below with respect to the sharing of Profits and Losses, and with respect to distributions of the Company. Membership Shares may be either Common Shares or Preferred Membership Shares.

(b) The names, addresses and Membership Shares of the Members are, as of the date hereof, set forth on Schedule B attached hereto. The Company is authorized to amend and update Schedule B from time to time as it may deem necessary or appropriate.

(c) New Members may be admitted to the Company, and Common Shares and Preferred Shares may be issued from time to time by the Company, on such terms and conditions as the Board of Directors may determine, and/or pursuant to options or warrants issued by the Company to acquire Common Shares of the Company. Without limiting the foregoing, Common Shares may be issued in consideration for the performance of services to the Company, and such grants may be structured and constitute profits interests for federal income tax purposes in accordance with IRS Revenue Procedure 93-27, as modified by IRS Revenue Procedure 2001-43.

(d) Membership Shares may be, but shall not be required to be, evidenced by certificates. To the extent Membership Shares are evidenced by certificates, each certificate shall bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO, AND MAY BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF ONLY IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN LIMITED LIABILITY COMPANY AGREEMENT OF CURE Pack MA, LLC, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR STATE SECURITIES LAWS, AND CANNOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

9. Tax Characterization and Returns.

(a) The Member acknowledges that at all times that two or more persons or entities hold equity interests in the Company for federal income tax purposes: (i) it is the intention of the Company to be treated as a “partnership” for federal and all relevant state tax purposes; and (ii) the Company will be treated as a “partnership” for federal and all relevant state tax purposes and shall make all available elections to be so treated. Until such time, however, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and

that the activities of the Company be deemed to be activities of the Member for such purposes.

All provisions of the Company's certificate of formation and this Agreement are to be construed so as to preserve that tax status under those circumstances.

(b) In the event that the Company is treated as a partnership for tax purposes in accordance with Section 7(a) hereof, then within ninety (90) days after the end of each fiscal year, the Company will cause to be delivered to each person who was a Member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of each Member's federal, state or local income tax (or information) returns, including a statement showing each Member's share of income, gain or loss, and credits for the fiscal year.

10. Management of the Company.

(a) *Manager.* Subject to the provisions of the Act and any limitations in the certificate of formation and this Agreement as to action required to be authorized or approved by the Member, the business and affairs of the Company shall be managed and all its powers shall be exercised by or under the direction of a Manager. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Manager shall have the following powers:

(i) to conduct, manage and control the business and affairs of the Company and to make such rules and regulations therefor not inconsistent with law or with the certificate of formation or with this Agreement, as the Manager shall deem to be in the best interests of the Company;

(ii) to appoint and remove at pleasure the officers, agents and employees of the Company, prescribe their duties and fix their compensation;

(iii) to borrow money and incur indebtedness for the purposes of the Company and to cause to be executed and delivered therefor, in the Company's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt in security therefor; including, but not limited to, notes and mortgages permitting the lender to confess a judgment against the Company;

(iv) to acquire real and personal property, arrange financing and enter into contracts; and

(v) to make all other arrangements and do all things which are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

(b) *Limited Liability.* Except as expressly set forth in this Agreement or required by law, the Manager shall not be personally liable for any debt, obligation, or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager of the Company.

(c) *Number and Qualifications of Managers.* The authorized number of Managers shall be one (1). The authorized number of Managers may be changed from time to time upon the affirmative action by the sole Member.

(d) *Election and Removal of Managers.*

(i) The Managers shall be elected by the affirmative action of the sole Member. Each Manager, including a Manager elected to fill a vacancy, shall hold office until such Manager's resignation, removal or inability to serve.

(ii) Any Manager may be removed, with or without cause, by the sole Member.

(e) *Vacancies; Resignations.*

(i) A vacancy shall be deemed to exist in case of the death, mental incompetence, resignation or removal of any Manager, or if the authorized number of Managers shall be increased.

(ii) A vacancy may only be filled by designation by the Member.

(iii) Any Manager may resign effective upon giving thirty (30) days' written notice to the sole Member of the Company, unless the notice specifies a later time for the effectiveness of such resignation. The Member shall have power to elect a successor to take office when the resignation is to become effective.

(f) *Initial Manager.* Nathaniel H. Acker, Jr. shall be the initial Manager.

(g) *Compensation of Managers.* Unless otherwise approved by the sole Member, Managers of the Company shall serve without compensation.

(h) *Transactions of Managers with the Company.* A Manager, directly or through an affiliate, may lend money to and transact other business with the Company. Such Manager has the same rights and obligations with respect thereto as a person who is not a Member or Manager.

(i) *Liability for Certain Acts.* The Manager shall exercise its business judgment in managing the business operations and affairs of the Company. Unless fraud, deceit, gross negligence, willful misconduct or a wrongful taking shall be proven by a court of competent jurisdiction, after exhaustion of all appeals therefrom, the Managers shall not be liable or obligated to the Member for any mistake of fact or judgment or for the doing of any act or for the failure to do any act by the Managers in conducting the business operations and affairs of the Company. The Managers shall incur no liability to the Company or to the Member as a result of engaging in any other business or venture, so long as the Managers shall spend the required time and shall pay attention to the details of the business as they deem appropriate to further the operation of the Company.

(j) *Actions of the Manager.* The Manager may act by written consent.

11. Officers.

(a) *General.* Subject to the provisions of the Act and the certificate of formation, the Manager may determine from time to time to appoint one or more individuals as officers of the Company. Every officer must be at least 18 years of age. An officer need not be a Member or Manager of the Company, and any number of offices may be held by the same person. The officers of the Company may be a president, a secretary and a treasurer. The Company may also have, at the discretion of the Manager, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be designated from time to time by the Managers. The names, addresses and titles of the Officers are, as of the date hereof, set forth on Schedule A attached hereto.

(b) Appointment and Removal. The officers shall be appointed by the Manager. Each officer, including an officer elected to fill a vacancy, shall hold office at the pleasure of the Manager until his or her successor is elected, except as otherwise provided by the Act or this Agreement. Any officer may be removed, with or without cause, at any time by the affirmative vote of the majority of Managers then in office.

(c) President. The president shall be the principal executive officer of the Company and shall, subject to the control of the Manager and such restrictions as the Manager may impose by resolution, have general supervision, direction and control of the business and affairs of the Company.

(d) Vice Presidents. In the absence or disability or refusal to act of the president, the vice presidents in order of their rank as fixed by the Manager, or, if not ranked, the vice president designated by the Manager, shall perform all of the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them, respectively, by the president or by this Agreement or by the Manager.

(e) Secretary. The secretary shall keep or cause to be kept at the principal business office of the Company, or such other place as the Manager may order, a book of minutes of all proceedings of the Member and of the Manager, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those present and the number of votes present or represented at Member's or Managers' meetings. The secretary or an assistant secretary, or, if they are absent or unable or refuse to act, any other officer of the Company, shall give or cause to be given notice of all the meetings of the Member required

by the Agreement or by law to be given, shall keep the seal of the Company, if any, in safe custody, and shall have such other powers and perform such other duties as may be prescribed from time to time by the president or by this Agreement or by the Managers.

(f) *Assistant Secretaries.* It shall be the duty of the assistant secretaries to assist the secretary in the performance of his or her duties and generally to perform such other duties as may be delegated to them by the president or by this Agreement or by the Manager.

(g) *Treasurer.* The treasurer shall be the chief financial officer of the Company and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of the Company. The treasurer shall receive and deposit all moneys and other valuables belonging to the Company in the name and to the credit of the Company and shall disburse the same only in such manner as the president or the Managers may from time to time determine, shall render to the president or the Manager, whenever requested, an account of all his or her transactions as treasurer and of the financial condition of the Company, and shall perform such further duties as the president or this Agreement or the Manager may prescribe from time to time.

(h) *Assistant Treasurers.* It shall be the duty of the assistant treasurers to assist the treasurer in the performance of his or her duties and generally to perform such other duties as may be delegated to them by the president or by this Agreement or by the Manager.

12. Limited Liability. To the fullest extent permitted by the Act, (a) the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and (b) neither the Member, any

Affiliate thereof, nor any Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, such Affiliate, or acting as Manager of the Company.

As used herein, “Affiliate” of any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with, such person and shall include, if such Person is an individual, members of the family of such Person and trusts for the benefit of such individual or family members. For purposes of this definition, the term, “control” (including the correlative meanings of the terms “controlling” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

As used herein, “Person” shall mean an individual, corporation, partnership, joint venture, association, joint-stock Company, limited liability Company, non-incorporated organization or government or any agency or political subdivision thereof.

13. Initial Capital Contributions. The Member is not required to make any capital contributions to the Company. However, the Member may make capital contributions to the Company at any time. The provisions of this Agreement, including this Section 13, are intended solely to benefit of the Member and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company or the Member shall be a third-party beneficiary of this Agreement) and the Member shall not have any duty or obligation to any creditor of the Company or the Member to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

14. Dissolution. Except as provided in this Section 14, the Company shall have a perpetual existence. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following (a) the written consent of the Member; and (b) the entry of a decree of judicial dissolution under Section 43 of the Act.

15. Allocation of Profits and Losses. The Company's profits and losses shall be allocated 100% to the Member.

16. Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its Interest in the Company if such distribution would violate Section 30 of the Act or any other applicable law.

17. Books and Records. The Company shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The Member and its duly authorized representatives shall have the right to examine the Company's books, records and documents during normal business hours. The Company's books of account shall be kept using the method of accounting determined by the Member.

18. Reports.

(a) For each fiscal year, the Manager shall cause to be prepared a report setting forth as of the end of such fiscal year:

- (i) a balance sheet of the Company;
- (ii) a profit and loss statement of the Company; and
- (iii) such other information as reasonably shall be necessary for the

Member to be advised of the financial status and results of operations of the Company.

(b) The Manager shall, after the end of each fiscal year, cause the preparation of and shall transmit to the Member or its assignee such tax information as may be reasonably necessary to enable the Member or its assignee to prepare all federal, state and local income tax returns relating to such fiscal year.

19. Other Business. The Member and any of its Affiliates may engage in or possess an interest in other business ventures of every kind and description, independent or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

20. Exculpation and Indemnification. To the fullest extent permitted by the Act, no officer or Manager of the Company (collectively, the “Covered Persons”) shall be liable to any other officer or Manager of the Company, the Company, the Member or any other Person who has an interest in or claim against the Company or the Member for any loss, damage or claim, including, without limitation, any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner such Covered Person reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that such limitation shall not limit the liability, if any, of a Covered Person to the Company or the Member for any such loss, damage or claim to the extent incurred by reason of such Covered Person’s own gross negligence or willful misconduct.

21. Assignments. With the consent of the sole Member, the Member may assign, transfer or otherwise dispose of, in whole or in part, the Member’s membership Interest in the Company.

22. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member.

23. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member and approved by the members of the Manager.

24. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to 212 East Rocks Road, Norwalk, CT., (b) in the case of the Member, to 212 East Rocks Road, Norwalk, CT. and (c) in the case of either of the foregoing or the Managers, or additional members, at such other address as may be designated by written notice to the other party.

25. Effectiveness. Pursuant to Section 17 of the Act this Agreement shall be effective as of the time of the filing of the certificate of formation in the Office of the Massachusetts Secretary of State.

26. Rules of Construction. Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words “include” and “including” shall be deemed to be followed by the phrase “without limitation.” The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement.

27. Execution by Company. The parties hereto hereby acknowledge and agree that the Company will become a party to this Agreement by execution by a Manager on behalf of the Company.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

29. Additional Restriction. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted under the Act:

(a) The bankruptcy (as defined in Section 2 of the Act), death, retirement, resignation, expulsion or dissolution of any member of the Company, including, without limitation, the Member, shall not cause such Member to cease to be a Member of the Company, and shall not cause the Company to be dissolved or its affairs to be wound up, and upon the occurrence of any such event the Company shall be continued without dissolution;

(b) The Interest of a Member in the Company, including the Interest in the Company of the Member as the sole Member of the Company, is personal property and a Member has no interest in, and no right, power, authority or authorization to obtain or receive, and a judgment creditor or other creditor of a Member shall have no right, power, authority or authorization to attach, or otherwise obtain any interest in or rights to any specific property or assets of the Company; and

(c) At all times the Company shall have not less than one (1) Member.

30. Severability.

(a) This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof.

31. Further Assurances.

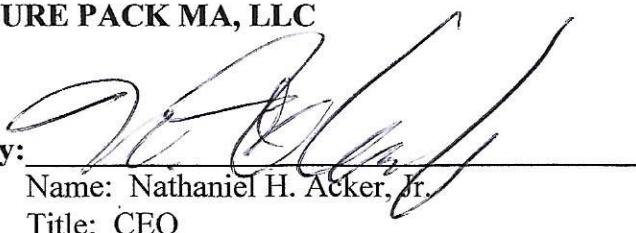
(a) Each Member agrees (a) to furnish upon request to the Company such further information, (b) to execute and deliver to the Company such other documents, and (c) to do such other acts and things, all as the Company may reasonably request for the purpose of carrying out the intent of this Agreement.

32. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State of Massachusetts, without reference to the principles governing the conflict of laws applicable in that or any other jurisdiction.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Operating Agreement as of the date first set forth above.

COMPANY:

CURE PACK MA, LLC

By: 

Name: Nathaniel H. Acker, Jr.

Title: CEO

MEMBER:

INVENTIVE MEDIA, INC.

By: 

Name: Nathaniel H. Acker, Jr.

Title: President

CURE Pack MA LLC

PLAN TO OBTAIN LIABILITY INSURANCE

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

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

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

CURE Pack will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

CURE Pack MA LLC



Business Plan
January 2021



Executive Summary

Company Name: CURE Pack MA LLC

Location: Fitchburg, MA

Mission Statement: Our mission is to be the premier licensed co-packing facility for the Massachusetts adult-use cannabis industry by delivering a significant cost savings for safe, reliable, and environmentally sustainable packaging and fulfillment.

Business Objectives

- Obtain a Product Manufacturing license through the Cannabis Control Commission.
- Be the premier licensed co-packing facility for the Massachusetts adult-use cannabis industry.
- Serve as a model to regulatory authorities
- Deliver a consistent, reliable, environmentally friendly, and safe product
- Establish a strong client network

Organizational Summary

The Company

CURE Pack MA LLC is a privately funded, Massachusetts' company seeking a product manufacturer's license from the Cannabis Control Commission, in order to operate a product manufacturing facility in Fitchburg, Massachusetts.

CURE Pack MA LLC strives to be the premier licensed co-packing facility for the Massachusetts adult-use cannabis industry. Our services will include automated weighing, packing and labelling grower provided product into compliant child-resistant (CR) packaging. Once licensed, our automation will not only greatly speed up these processes, it will almost completely eliminate the difficult dilemma of waste.

Growers will still be in charge of cultivating, harvesting, processing (thru trimming), as well as extracting and creating whatever non flower products they choose. They will also be responsible for batching and testing before putting into labeled and sealed 10 lb. containers in preparation for delivery to the CURE Pack facility. We do not intend to purchase wholesale product nor have any contact whatsoever with the end user. The business model is very simple and straightforward. Receive delivery, weigh/count and pack, then organize for transport to retail.

We are aware that most "manufacturing" licenses are used for extracting so we would like to make a special point of saying that our business model is co-packing only. We will not be extracting so will not be using any of the associate hazardous materials. The only thing on the

radar would be maintaining spotless equipment but we feel we can do so with soap and water alone. Certainly, cannabis can be affected by mold, mildew, and insect, but because lab testing is done in advance of our involvement, there should be no reason for tainted flower to ever reach us.

Because we will be strictly business to business with services limited to packing and packaging only, deliveries will be limited to in-house and/or licensed van or truck pick-up and delivery only. Traffic and parking, other than business hours employees will not exist.

Further, with our expertise and focus on environmentally sustainable packaging, we intend to steer clients away from adding to the flood of single use plastic containers which currently dominate most industries and are especially prominent with the child-resistant packaging required by the Cannabis Control Commission's regulations.

Upon arrival a "job", will be examined and bulk weighed to assure incoming accuracy, logged onto our METRC system to acknowledge receipt and assume responsibility for this portion of the seed to sale journey, an in-house job ticket written up and, as each batch needs to be individually processed layout an internal plan of attack. At this point a client will also be assigned a section of our rack storage system. Each section will be separate and secure from all others and include the ability to segment within the respective client space by product type or SKU. We plan to accommodate client specified inventory system and will have the ability to generate UPC and/or QR codes as needed.

All of the equipment we have specified for the operation is designed for easy and complete cleaning and a thorough cleansing will take place between jobs. This will assure purity of client content and preempt any and all harmful or unwanted growth from entering the system.

Because every business owner will have their own strategy, there is no way to predict what product or service we will be required to perform at any given point, but our research indicates that flower will be upwards of 60%. Not only is it by far the most popular consumer product, it is also the most difficult and time consuming for the grower to hand weigh and pack. The packing operation, which is a result of mandated regulations, also results in extreme waste which averages 7% when hand weighed and packed.

After administrative processing, the first step for flower will be weighing. To accomplish this, we have specified a 14 head combination weigher which was specially designed to weigh light product that is variable in size and shape to within 1/100 of a gram. Although this device was originally designed to weigh other products (e.g. dry tea) it has since been exactly calibrated for cannabis flower. The flower is gently placed in an overhead hopper and slowly vibrated into 14 chutes, which are located around the perimeter of the circular weigher. Each chute conveys the product onto its respective extremely accurate scale. When 2 or more scales combine to deliver the target weight, to within 1/100 of a gram, they simultaneously drop to merge into a single perfect unit. Hence, what takes a hand weigher 60 seconds with an average spill waste of 7%, will take us two or three seconds with basically no waste. The machine also has a failsafe mechanism that automatically rejects an inaccurately weighed unit, pushing it back into a reservoir which is then reintroduced to the hopper.

From there it depends on what container we will be packing. If it is a folding carton, it will require tandem packaging so will drop into a “Vertical Form Fill and Seal” machine to be sealed into a “pillow bag”. For this we have specified an incredibly versatile piece of equipment capable of making a standard bag; sealed top, bottom, and back (like a potato chip bag) or the same bag adding an interior resealable child resistant zipper installed under the top seal. In the latter case the outside carton does not need to be CR, nor require a film lamination, a process which renders any carton non-recyclable. For the pouch film we will recommend an all polyethylene (PE) laminate which is recyclable.

We have also researched and specified other automation equipment, such as counters (which count regularly shaped and weighted items); cartoners (which automatically square up, push or drop pre weighed or counted content into the box, then tucks or glues the end flaps of folding cartons), and bottle filling conveyor lines (which index open bottles or jars under the scale chute to be filled, then apply the top closure). However, we are reserving final judgement regarding implementation of these until we determine the exact needs of our customers. All equipment cost between \$120,000 and \$350,000 to install, so errant knee jerk decisions could be extremely costly.

In the absence of these expensive automating machines, we intend to install much more affordable semi-automating foot peddle devices. This process requires human placement of the open container onto the conveyor to be filled, then manually depressing a foot peddle to move each container to the next station to be sealed by top or tuck. Our plan is to use employees to navigate the process until such time that further automation becomes viable and we can transfer them to other tasks.

We will also output and place content and, if required, branding labeling per client specification.

A final step is collating and packing for transport to retail or other client specified destination.

The Team

- *Nathaniel “Tad” Acker, CEO/Chairman of the Board* – A successful entrepreneur for the past 30 years. In 2001 Tad introduced a Patented In-Store Marketing product to the US market and bootstrapped his start-up company to over \$10,000,000 and 25 employees in 5 years. Over the years his Company made the vendor list of almost every Blue-Chip Company that markets B-to-C in the US, including CPG, Pharmaceutical, Fast Food, Cosmetic, Hospitality; Financial; Beverage; Confection; and Auto, and literally created a niche category within the Point-of-Purchase Industry. He will work full time to initiate operations and procure new clients.

Despite the fact that Tad has run successful businesses for decades and the CURE Pack business model is endemic to all manufacturing industries, Co-packing is novel to the Cannabis industry. With that in mind, we do plan to have a small Board of Directors made up of industry veterans to help pilot this evolving industry. However, because travel, conventions, and trade shows have all been curtailed by COVID it has been difficult to meet and evaluate appropriate members.

Starting with the onset of our provisional license we will have approximately 6 weeks between equipment ordering and installation. During this time, we will implement the engineered floor plan buildout and staff the operation. By design, the installation and buildout will be accomplished by outside experts/independent contractors that will be only a temporary part of our team. Further, the equipment is very compact and has automating capabilities that so far exceed the current packing methods used by clients that we are able to start in a very confined space with limited personnel. Further, the machines are very intricate and sophisticated but running them is not. They have programmable touch screens and failsafe safety features that assure no need for heavy lifting, artisan abilities, nor advanced degrees to learn and safely run. There will be extensive training, but once proficiency is attained the shop can run as scheduled.

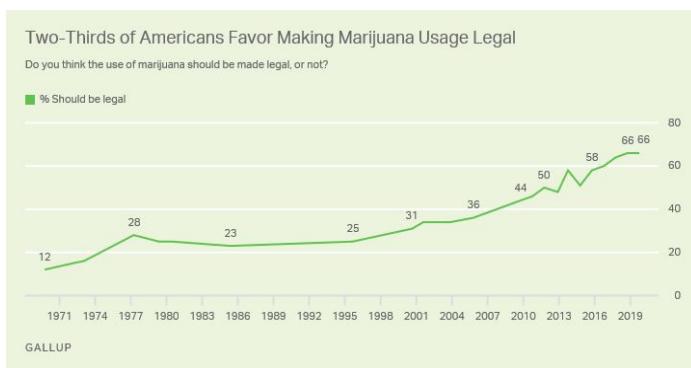
That said we will need employees to open our doors and will start by hiring 2 full time operational employees and a salesperson but feel we will have ample time to do so within the 6-week set-up period. When they are hired, they and the board members will be put thru the mandatory background check and training protocols.

Market Overview

National Market

Support for legalized recreational adult-use marijuana is on a steady rise in the United States. In 1971, only 12% of Americans promoted legalization; today, nearly 66% are in favor of a regulated market. Freeing up law enforcement resources, increased safety in regulated products and tax revenue are among the top reasons Americans have cited as reasons to support a legalized industry.

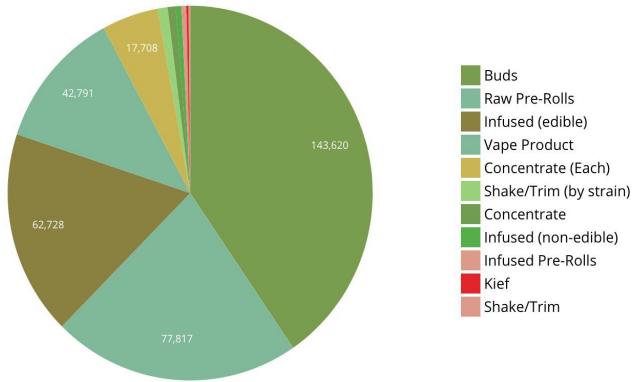
As of today, 11 U.S. States have legalized recreational use of marijuana and a number of other States have proposed reform legislation, including, Missouri, New Mexico and Arizona. It is predicted that in 2025, legal marijuana sales are estimated to reach \$25 Billion in the United States.



Massachusetts Market

In 2016, 1.7 million Massachusetts' residents voted yes on Questions 4, legalizing the recreational adult- use of marijuana. Massachusetts is the largest eastern state to fully legalize marijuana. Recreational marijuana shops in Massachusetts have generated \$748 million in revenue since doors opened in November of 2018, according to the Cannabis Control Commission.

It is estimated that the average consumer spends approximately \$46 per visit to the dispensary. Bud and Raw pre-rolls account for approximately 62% of all products sold in the Massachusetts' market. Experts predict Massachusetts' market will reach \$1.35 billion by 2024.



Operations Summary

CURE Pack MA LLC, intends to rejuvenate and build-out a beautiful, but slightly neglected, former paper manufacturing building in Fitchburg, MA. It will not be apparent from the exterior, but the facility will house state of the art automated portioning and packing equipment to service the packing needs of licensed cannabis products into compliant packages. As the business model does not include growing, extracting/infusing product, nor retail, our effect on the compound grounds, surrounding streets and traffic patterns, municipality in general, and the environment will be completely innocuous. In fact, because our automation process basically eliminates waste, we intend to hire locally, and advocate environmentally and child safe packaging alternatives we a sure the CURE Pack operation will have a net positive impact on Fitchburg and the surrounding community.

The CURE Pack MA business model has two revenue streams: 1) we will provide and warehouse compliant client specified packaging; 2) "Co-packing" or providing services to portion, pack, collate, and make-ready client produced product into child resistant packaging for transport to retail and ultimately for sale to adult cannabis consumers.

Our portion of the seed to sale journey will start by accepting bulk containers of Massachusetts licensed grower or manufacturer product which has been previously processed, batched, and lab certified. After verifying purchase order claims and registering possession with METRC, we will allocate resources to weigh, measure, or count said product then place into child resistant containers, seal, and collate into shipper boxes to be

delivered to specified retail.

While Co-packing is ubiquitous to all manufacturing industries, licensing regulations and state mandates have funneled business owner into setting up and maintaining In-house packing facilities. Further, because automating equipment is so expensive this process is, for the most part, done by hand. Unfortunately, hand packing is extremely labor intensive and time-consuming which results in an estimated 7% waste (due to spillage and over weighing), drives up the “cost of goods sold” and ultimately the price of final product. Disposing of this waste poses numerous issues but mostly how to keep a psychotropic substance out of the wrong hands.

Automating equipment is designed for speed of process, exacting measurements, and zero waste. This in turn speeds the process, provides huge saving for the manufacturer, potentially decreasing consumer pricing, and eliminates the hazards of waste. Because the co-packing business model is scalable past a lone client, pricy equipment is easily justifiable.

Projected Floor Plan:

The premises will be renovated and built out to create a facility that will allow us to manufacture quality and consistent products. The initial space, we are sure we will grow, will be approximately 1,200 sf and be divided into 2 rooms; a production room which will house automating equipment, worktables, desks, a labeling area, and a packing and shipping space and a secure Limited Access Storage Room. Our facility will include the following rooms and areas:

- Automated Co-Packing room
 - Weighing/counting/packing area
 - Labeling area
 - Pack-out and fulfilment area
- Secure Limited Access Storage Room - a.k.a. Security room
- Bathroom (shared)
- Office area

Products & Services

CURE Pack MA LLC will manufacturer the following:

Products:

- The only product we will originate in-house will be labels for content, branding, and destination to be applied to compliant packaging and pack-out cartons.

Services:

- Procurement of client specified child resistant packaging.
- Temporary storage of said packaging and client product for packing.
- Automated portioning of product (weighing/counting and portioning liquid volume).
- Inserting portioned product into respective packaging.
- Collating and identifying specified SKU's into shipper cartons for delivery to retail.

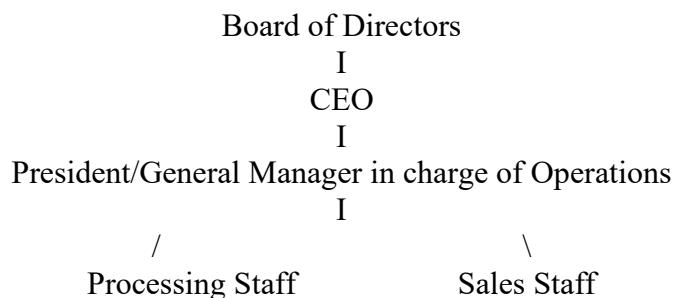
Marketing Plan

We plan to market to licensed Cannabis Cultivators and Product Manufactures within the State of Massachusetts through the following means:

- Internet networking
- Face-to-face selling
- Direct mail/call
- Word of mouth

Organization and Management

Our staff structure will consist of the following:



Financial Summary

CURE Pack MA LLC is a privately funded venture with an unrestricted initial start-up operating budget. We intend to build-out the premises and design a manufacturing facility that will allow us to co-pack client provided cannabis products.

CURE PACK condensed Pro Forma

Definitions

	3,000 \$ USD				
COGS Rate per Service Acre	57,750 \$ USD				
Revenue Rate per Service Acre-\$.75 per unit service	17,000 \$ USD				
Job COGS (50000 units)-\$.34 per unit average	24,000 \$ USD				
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Client Acreage	0 acres	11 acres	21 acres	27 acres	41 acres
Total container sale jobs	82 jobs	224 jobs	472 jobs	740 jobs	1022 jobs
Revenues from Co-packing	\$ -	\$ 2,772,000	\$ 11,376,750	\$ 17,094,000	\$ 23,619,750
Revenues from container sales	\$ 1,968,000	\$ 5,376,000	\$ 11,328,000	\$ 17,760,000	\$ 24,528,000
Total revenues	\$ 1,968,000	\$ 8,148,000	\$ 22,704,750	\$ 34,854,000	\$ 48,147,750
COGS Co-packing	\$ -	\$ 144,000	\$ 591,000	\$ 888,000	\$ 1,227,000
COGS container sales	\$ 1,394,000	\$ 3,808,000	\$ 8,024,000	\$ 12,580,000	\$ 17,347,000
Total COGS	\$ 1,394,000	\$ 3,952,000	\$ 8,615,000	\$ 13,468,000	\$ 18,574,000
OPEX	\$ 794,000	\$ 2,060,000	\$ 4,230,000	\$ 4,706,000	\$ 6,220,000
EBIT	\$ (220,000)	\$ 2,136,000	\$ 9,859,750	\$ 16,680,000	\$ 23,326,750
Revenue- packaging/co packing	100/0	37/63	23/77	24/76	24/76

CURE Pack, LLC Proforma Descriptions

“Container sales” is a cost-plus calculation; the cost of goods and services purchased from an outside vendor against the amount the products are resold for. It is the net of Job COGS (Cost of Goods Sold) and Job Revenue and for these calculations we used an average container unit quantity of 50,000 units, purchased at a cost of \$.34ea and sold at a charge of \$.48ea for a total of \$7,000/job.

The other revenue stream will be from services rendered from the co-packing operations. In the Proforma we have calculated co-packing revenues in units based on revenue per acre per month which is referenced as “Service Acre”. One acre produces approximately 600 lbs of flower per month. There are 453 grams in a pound, therefore 271,800 grams/acre/month. The most popular unit sold at retail is an “eighth” (3.5g). As we are using this unit for our calculations here we round down to 77,000 - 3.5g units/month/acre.

Services rendered for a 3.5 gram flower unit, include weighing, sealing into a tandem packaging “pillow bag”, packed and sealed into a folding carton, and finally collated into shipping cartons. The COGS for a service acre include unprinted pillow bag film, service time, and a shipping carton, and total \$3,000.

Revenue per Service Acre is the estimated using a per unit cost of \$.75, and a run rate of 25 units per minutes, which is 5 units slower than the slowest piece of equipment minimum presented by the manufactures. The unit cost is a sum total of all services involved in packing an average unit (sorting, weighing/counting, VFFS bagging, inserting into container, labeling, collating, and pack-out). These numbers do not reflect shipping nor delivery. With an acre COGS at \$3,000 and revenue at \$57,750 the net income per month per acre is \$54,750.

RESTRICTING ACCESS TO AGE 21 OR OLDER

CURE Pack MA LLC (“Cure Pack” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
 - a. A motor vehicle license;
 - b. A liquor purchase identification card;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

CURE Pack MA LLC (“CURE Pack” or “the Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. CURE Pack shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), CURE Pack is providing these personnel policies, including background check policies, for its Marijuana Establishment that will be located in .

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

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

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2. Engaged in unsafe practices with regard to operation of the Marijuana

CURE Pack MA LLC - Product Manufacturing

Establishment, which shall be reported to the Commission; or

3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another jurisdiction.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)

(m) Requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(n) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), to be available upon inspection.

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

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

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

In accordance with 935 CMR 500.105(2), all of CURE Pack's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor". Once a marijuana establishment is designated a Responsible Vendor, all of CURE Pack's agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire.

This program shall then be completed at a minimum of eight (8) hours by CURE Pack's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. CURE Pack shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID;; and key state and local laws.

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

In accordance with 935 CMR 500.105(9), General Operational Requirements for Marijuana Establishments, Record Keeping, CURE Pack's personnel records will be available for inspection by the Commission, upon request. CURE Pack's records shall be maintained in accordance with generally

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accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following CURE Pack personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of CURE Pack's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with CURE Pack and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed Responsible Vendor Training Program and in-house training for CURE Pack agents required under 935 CMR 105(2).
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures, including at a minimum, the following:
 - a. Code of Ethics;
 - b. Whistle-blower policy.
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

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

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RECORD KEEPING PROCEDURES

CURE Pack MA LLC (“CURE Pack” or “the Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). CURE Pack shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with CURE Pack, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12).

VISITOR LOG

CURE Pack will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

CURE Pack will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8)(c) and 935 CMR 500.105(8)(d). Real-time inventory records may be accessed via METRC, the Commonwealth’s seed-to-sale tracking software of record. CURE Pack will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

CURE Pack will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(13)(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent’s (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product;

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the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. CURE Pack will maintain records of all manifests.

INCIDENT REPORTS

CURE Pack will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(9). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

CURE Pack shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. CURE Pack shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that CURE Pack operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). CURE Pack shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

CURE Pack will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(10). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to CURE Pack's security system, CURE Pack will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

CURE Pack will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(l). All confidential hard copy records

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will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

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

MAINTAINING OF FINANCIAL RECORDS

CURE Pack MA LLC (“CURE Pack” or “the Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, CURE Pack will implement the following policies for Recording Sales:

- (a) CURE Pack will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) CURE Pack may also utilize a sales recording module approved by the DOR.
- (c) CURE Pack will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) CURE Pack will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. CURE Pack will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If CURE Pack determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) CURE Pack will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) CURE Pack will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) CURE Pack will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of CURE Pack, all records will be kept for at least two years, at CURE Pack’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). CURE Pack shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.130.

QUALIFICATIONS AND TRAINING

CURE Pack MA LLC (“CURE Pack” or “the Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the job function at CURE Pack. Marijuana establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with CURE Pack. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of CURE Pack involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will successfully complete Responsible Vendor Training (“RVT”) Program, and be designated a “responsible vendor.” In accordance with 935 CMR 500.105(2)(b)(1)(a-c), a marijuana establishment agent at CURE Pack will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete this program within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advance Core Curriculum if CURE Pack deems appropriate. Administrative employees at CURE Pack, that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

CURE Pack will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that CURE Pack maintains its designation as a Responsible Vendor.

CURE Pack shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: dmarijuana’s effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of CURE Pack’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All CURE Pack employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of CURE Pack shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in marijuana establishment agents’ files. CURE Pack shall retain all training records for at least four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Energy Compliance Plan

CURE Pack MA LLC (“CURE Pack” or the “Company”) will work with our architect and engineer to identify and install as many energy saving strategies as possible. In addition, CURE Pack will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.

In the future, any replacements or upgrades of heating/cooling, lighting, plumbing, and equipment will include energy efficiency as part of its criteria for evaluation.

CURE Pack will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

CURE Pack acknowledges that if a Provisional License is issued, CURE Pack, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

CURE Pack will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). CURE Pack will engage in either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for CURE Pack to optimize its energy usage.

CURE Pack is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs.

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CURE Pack will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

CURE Pack will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

SAFETY PLAN

CURE Pack MA LLC (“CURE Pack” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following standard operating procedures for the safety plan of all marijuana and marijuana-infused products pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.101(1). The regulations require that the marijuana establishment provide a detailed summary of operating policies and procedures including a safety plan for the Manufacture and production of Marijuana Products including, but not limited to, sanitary practices in compliance with 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments. CURE PAck is committed to safely providing quality products.

Quality Control, Sanitation, Safety and Health Standards

Health, safety and sanitation are critical components of the manufactured cannabis products facility and all applicable laws and regulations must be strictly adhered to. General health, safety and sanitary standards will be discussed in this section.

A facility shall comply with state and county health, safety, and sanitation regulations prescribed in 105CMR 590.000 and 935 CMR 500.101(1)and may be subject to inspection to affirm that no health or safety concerns are present which may contaminate the products.

State Regulations

The manufactured cannabis products facility will be in full compliance with all applicable state and local laws and regulations regarding health, safety and sanitation. It will be the responsibility of the manufactured cannabis products facility manager to insure the creation and implementation of policies for regulatory compliance.

General Standards

Manufactured cannabis

- The facility shall manufacture cannabis products such as bubble hash, hash, oils and oil extracts, tinctures.
- The facility will establish and maintain a written policy and procedure that includes, but is not limited to:
 - Safe and appropriate use of manufacturing equipment;
 - Safe and appropriate storage of materials used to produce manufactured cannabis products;

- Effective training and monitoring of employees and subcontractors who participate in the production of manufactured cannabis products;
- Adequate protocols for laboratory testing of manufactured cannabis products;
- Safe and appropriate storage and disposal or destruction of manufactured cannabis products at all stages of production and sale;

General Sanitary Requirements

Our cannabis products facilities will take all reasonable measures and precautions to ensure the following:

- That any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination for whom there is a reasonable possibility of contact with preparation surfaces for cannabis or cannabis-infused product shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected;
- That hand-washing facilities shall be adequate and convenient and be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the licensed premises and/or in cannabis-infused product preparation areas and where good sanitary practices require employees to wash and/or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- That all persons working in direct contact with preparation of cannabis or cannabis product shall conform to hygienic practices while on duty, including but not limited to:
 - Maintaining adequate personal cleanliness;
 - Washing hands thoroughly in an adequate hand-washing area(s) before starting work, prior to engaging in the production of a cannabis concentrate or manufacture of a cannabis-infused product and at any other time when the hands may have become soiled or contaminated; and
 - Refraining from having direct contact with preparation of cannabis or manufactured cannabis product if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until such condition is corrected.
- Litter and waste will be properly removed and the operating systems for waste disposal will be maintained in an adequate manner so that they do not constitute a source of contamination in areas where cannabis is exposed.

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- Floors, walls and ceilings will be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair.
- There will be adequate lighting in all areas where cannabis is stored and where equipment or utensils are cleaned.
- There will be adequate screening or other protection against the entry of pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste becoming an attractant, harborage or breeding place for pests.
- Any buildings, fixtures and other facilities will be maintained in a sanitary condition.
- Toxic cleaning compounds, sanitizing agents, and solvents used in the production of cannabis concentrates shall be identified, held and stored in a manner that protects against contamination of cannabis, and in a manner that is in accordance with any applicable local, state or federal law, rule, regulation or ordinance.
- All contact surfaces, including utensils and equipment used for the preparation of cannabis or cannabis-infused product shall be cleaned and sanitized as frequently as necessary to protect against contamination. Equipment and utensils shall be designed and shall be of such material and workmanship as to be adequately cleanable, and shall be properly maintained.
- The water supply shall be sufficient for the operations intended and shall be derived from a source that is a regulated water system. Private water supplies shall be derived from a water source that is capable of providing a safe, potable and adequate supply of water to meet the facility's needs.
- Plumbing shall be of adequate size and design, and adequately installed and maintained, to carry sufficient quantities of water to the required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross connections between the potable and waste water lines.
- All operations in the receiving, inspecting, transporting, segregating, preparing, producing, packaging and storing of cannabis and manufactured cannabis products shall be conducted in accordance with adequate sanitation principles.
- Each facility center shall provide its employees with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair.
- Cannabis that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- Permitted facility centers shall immediately allow the CCC to inspect the premises and all utensils, fixtures, furniture, machinery and devices used for preparing manufactured cannabis products.

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- A facility center that prepares manufactured cannabis products for sale or distribution at a dispensing organization shall be under the operational supervision of a certified food service sanitation manager.

Per 935 CMR 500.130 CURE Pack will ensure that production of edible marijuana products will take place in compliance with the following:

- (a)** All Edible Marijuana Products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; and
- (b)** Any Marijuana Product that is made to resemble a typical food or Beverage product must be packaged and labelled as required by 935 CMR 500.105(5) and (6) as outlined in our Types of Product Plan.
- (c)** CURE Pack will 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*, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.
- (d)** When selling or otherwise transferring marijuana to another Marijuana Establishment, CURE Pack will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Product Recall Plan

If the facility's cannabis or manufactured cannabis product proves to be non-conforming upon retest the facility will initiate a recall in accordance with the guidelines put forth by the CPSC. Manufacturers, importers, distributors and retailers of consumer goods are liable for the products they provide to consumers and face the potential of product recalls for potentially dangerous or hazardous products. The same is true for CURE Pack as a manufacturer and/or retailer of consumer cannabis products. As a result, the company may need to conduct a product recall in the future. For consumer products, the recall

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process is regulated by the CPSC, for all intents and purposes CURE Pack recall plan will follow the guidelines of the CPSC.

Firms often learn of potential product safety problems at an early stage. For this reason, companies involved in the manufacture, importation, distribution, or sale of consumer products should develop a system for maintaining and reviewing information about their products that might suggest that their product has a defect or poses an unreasonable risk. Such information includes, but is not limited to, consumer complaints, reports of production problems, product testing, or other critical analyses of products.

Experts have shown that one of the best ways to ensure that a product recall is effective is to have a recall plan already in place and to execute the plan as quickly as possible. A well-thought out, well-executed recall plan can save lives and prevent injuries in addition to limiting damage to our company's brand and bottom line.

The CPSC has compiled resources to assist companies that manufacture, import, distribute, retail, or otherwise sell consumer products. The CPSC has developed a Recall Handbook that can be utilized in case a product recall needs to be ordered. The Recall Handbook details how to recognize potentially hazardous consumer products as soon as possible. The book explains how to develop and implement a "*corrective action plan*" (called a CAP) to address the hazards; it explains the CPSC's Fast Track Program.

The Recall Handbook also discusses how to communicate recall information to consumers and how to monitor product recalls. The Consumer Product Safety Commission's Recall Handbook will be a valuable tool utilized by CURE Pack if the need for a product recall ever arises.

The Recall Handbook should be referenced to determine exact protocol for recall and the requirements from the Consumer Product Safety Commission. The Recall Handbook can be obtained online from <http://www.cpsc.gov/PageFiles/106141/8002.pdf>. CURE Pack will carefully review the Recall Handbook in order to: become familiar with their reporting requirements under sections 15(b) and 37 of the Consumer Product Safety Act, and Section 102 of the Child Safety Protection Act, Pub. L. 103-267; help learn how to recognize potentially hazardous consumer products as soon as possible; and develop and implement "*corrective action plans*" that address the hazards if we discover we have manufactured, imported, distributed, or retailed such products.

Recall Regulations

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CURE Pack shall establish, maintain and comply with the policies and procedures contained in the Operations and Management Practices Plan, approved by the CCC, for the production, security, storage, inventory and distribution of cannabis products. The policies and procedures shall include methods for identifying, recording and reporting diversion, theft and loss, and for correcting all errors and inaccuracies in inventories. We will include in our written policies and procedures a process for the following:

- Handling mandatory and voluntary recalls of cannabis or manufactured cannabis products. The procedure shall be adequate to deal with:
 - Recalls due to any action initiated at the request of the CCC and any voluntary action to remove from the market defective or potentially defective cannabis or cannabis infused products, or any product that has failed laboratory testing as required by this Part or has been found to have a reasonable probability that its use or exposure will cause serious adverse health consequences; and
 - Any action undertaken to promote public health and safety by replacing existing cannabis or manufactured cannabis products with improved products or packaging.

Recall

We will establish a policy for communicating a recall for cannabis or a cannabis-derived product that has been shown to present a reasonable or a remote probability that use of or exposure to the product will cause serious adverse health consequences. Our policy will include:

A mechanism to contact all customers who have, or likely have, obtained the product from the facility. The communication will include the following information on the policy for return of the recalled product:

- A mechanism to contact us;
- Communication with the CCC within 24 hours; and
- Outreach as necessary and appropriate.

Any recalled cannabis product will be disposed of in accordance with waste disposal procedures.

When to Recall Cannabis Products

As a manufacturer, distributor, and/or retailer of consumer products, CURE Pack has a legal obligation to immediately report the following types of information to the Consumer Product Safety Commission:

1. A defective product that could create a substantial risk of injury to consumers; and
2. A product that creates an unreasonable risk of serious injury or death.

How to Recall Cannabis Products

CURE Pack will develop a recall plan following guidance from the Recall Handbook provided by the CPSC. Once the need for a product recall has been determined, CURE Pack will proceed with the product recall Corrective Action Plan (CAP). If the need for a product recall arises, we will have inventory management systems in place to determine and pinpoint which products to recall, how many of those products are in the supply chain, and will be able to determine exactly where those products are within the supply chain. The inventory management systems and procedures required by State Regulations will ensure a streamlined recall process if ever necessary.

- **Corrective Action Plan (CAP)**

A corrective action plan is defined as improvements to an organization's processes taken to eliminate causes of non-conformities or other undesirable situations. The goal of a corrective action plan should be to retrieve as many hazardous products from the distribution chain and from consumers as is possible in the most efficient, cost-effective manner. The CAP will outline the procedures and steps CURE Pack needs to take once a product recall is required.

- **Step One: Industry Notification**

If cannabis or manufactured cannabis products are believed to need to be recalled, CURE Pack will contact all wholesale partners and dispensing organizations to make them aware of the situation and the need for product recall. CURE Pack will also contact the CCC within 24 hours of obtaining reportable information. As the wholesaler of the product needing to be recalled, contacting the end users of the recalled product; cannabis consumers, will prove difficult if not impossible. At this stage of the recall, dispensing organizations will need to ensure that they have a proper recall process in place to contact the end users of the product being recalled.

- **Step Two: Public Notification**

Facility center will post notifications about the product recall on its website as well as making partnering facility centers and dispensing organizations aware of the product recall. The actual recalling processes will be handled by the dispensing organizations with help and support from the facility center.

As the dispensing organization issuing a recall notice it will be important to reach the end users or the recalled product. CURE Pack will post notification about the recall on CURE Pack websites and social media as well as post written notices of the recall on location for customers to view. The recall notice will include all pertinent information regarding the product being recalled, contact information and other information relating to the recall. Information will include but not be limited to:

- Product name
- Product batch number
- Dispensing date range of recalled product
- Dispensing organization locations

Once the recall notification has been issued to all applicable dispensing organizations and cannabis consumers, CURE Pack will wait to receive recalled products from dispensing organizations. Once recalled products have been received, CURE Pack will properly dispose of all recalled products.

- **Step Three: Procurement**

The dispensing organization issuing a product recall to cannabis consumers will need to be ready to obtain and secure recalled products from consumers. Consumers should be able to bring in the products being recalled to the dispensing organization's location. It will be at the dispensing organization's discretion whether to issue a refund, replace the recalled product at no cost, or to take other measures.

- **Step Four: Documentation and Record Retention**

CURE Pack will maintain all documentation and records regarding any and all product recalls issued.

- **Step Five: Disposal**

CURE Pack will ensure that any and all recalled cannabis products are disposed of according to all state and local regulations. CURE Pack will follow waste destruction and disposal procedures outlined below for proper disposal of recalled cannabis and manufactured cannabis.

Emergency Protocol

CURE Pack will establish emergency procedures and protocols to be implemented organization wide. Employees of the organization will be fully trained on emergency protocols. Emergencies protocols will be developed for robbery or theft, fire emergency, chemical spill and for other emergencies as needed.

Robbery or Theft

- If being robbed at gunpoint or if you feel your life is in danger, comply with all requests from the perpetrator. Give them whatever they ask for.
- Try to signal for help through security panic buttons provided or through the panic button or police services button located on the alarm panel.
- Contact police as soon as possible.
- Notify any required state or local authorities.
- If any marijuana is stolen, we will secure, inventory, and document all remaining product.

Fire Emergency

- If a fire is small and isolated, try to exhaust the fire with one of the fire extinguishers
- In case of a fire emergency, dial 911 for Fire Department or push the symbol on the alarm panel for fire emergency.

Chemical Spill

- Try to use the chemical spill kit for smaller incidents of chemical spill.
- If the chemical spill is large or you do not know how to handle the situation, get the facility manager to handle the situation.

Other Emergencies

- Contact 911 for break-ins or burglaries.
- Contact any required state or local authority in cases of theft, break-ins or burglaries

DIVERSITY PLAN

CURE Pack MA LLC (“CURE Pack” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make CURE Pack a leader and champion of diversity, both in locally and throughout the broader Massachusetts cannabis industry.

Town Specific Data - According to 2010 Census data, the Town of Fitchburg has a population of 40,638. The racial composition of the Town is: 80.3% White, 5% Black, 2.3%, Asian, 2.8% Hispanic or Latino. There are approximately 2,585 Veterans in Fitchburg. 49.8% of the population is Male and 50.2% Female.

CURE Pack’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 35% of our staffing needs from minorities and 35% of our staffing needs from women.

Programs to Achieve Diversity Goal One:

- Provide on-site interactive workshops, twice a year at CURE Pack’s Retail Establishment at a date and time determined by CURE Pack management when the Establishment is not open to the general public. These workshops would cover such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out minorities, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics:* Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of CURE Pack’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow CURE Pack to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics:* We will strive to achieve at least 35% of our staffing needs from minorities and 35% from women. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women and minorities that occupy positions within the company and that number shall be divided by CURE Pack’s total staffing at our facility to determine the percentage achieved.

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Is our goal objectively reasonable?

CURE Pack's goal of hiring 35% minorities and 35% women for our staffing needs at our location is objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions quarterly in several of the following publications: *Professional Diversity Network, Diversity Jobs, Beyond.com*.

CURE Pack acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

CURE Pack 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 Marijuana Establishments.

CURE Pack acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

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QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, CURE Pack MA LLC (“CURE Pack” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana, Marijuana Products, and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

Pursuant to 935 CMR 500.130(4)(a), CURE Pack shall retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by the Product Manufacturer in relation to the manufacturing of Marijuana Vaporizer Devices and such records shall be made available to the Commission on request. CURE Pack will make objectively reasonable efforts to identify and maintain records of the name and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of Marijuana Vaporizer Products manufactured by the Licensee. Further, CURE Pack will, on request by the Commission, identify the materials used in the device’s atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or state if such information cannot be reasonably ascertained in accordance with 935 CMR 500.130(4)(b). In addition, a copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a Marijuana Vaporizer Device during production will be retained by CURE Pack and provided as a part of a wholesale transaction with any Marijuana Retailer or MTC, and will provide the recipient with the information insert as established in 935 CMR 500.130(4)(c).

CURE Pack shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by CURE Pack for at least one year in accordance with 935 CMR 500.160(5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to CURE Pack by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). CURE Pack shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

CURE Pack’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All CURE Pack staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. CURE Pack will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

CURE Pack’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All CURE Pack staff will immediately notify the Director of

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Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.130(9), CURE Pack will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by CURE Pack staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to CURE Pack staff will be assigned a sequential alphanumeric identifier and entered into the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a “Quality Control Sample.” All quality control samples will have a label affixed to them in accordance with 935 CMR 500.130(9)(e). Upon providing a quality control sample to CURE Pack staff, CURE Pack will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample was given to the employee, the agent registration number of the employee receiving the sample, and the name of the employee.

All CURE Pack staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of product manufacturing will take place in a limited access area.

CURE Pack management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow CURE Pack procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

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

All testing results will be maintained by CURE Pack for no less than one year in accordance with 935 CMR 500.160(3).

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Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Pursuant to 935 CMR 500.105(3), the Company will ensure that only the leaves and flowers of the female marijuana plant are processes 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

In addition, the Company will ensure that litter and waste will be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

The floors, walls and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair. All contact surfaces will be maintained, cleaned and sanitized as frequently as necessary to protect against contamination. All toxic items will be identified, held and stored in a manner that projects against contamination of marijuana.

The Company will provide its employees with adequate, readily accessible toilet facilities.

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical and microbial contamination.

The Company will notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the product batch is necessary.