



# Massachusetts Cannabis Control Commission

## Marijuana Product Manufacturer

### General Information:

License Number: MP282225  
Original Issued Date: 02/16/2023  
Issued Date: 02/16/2023  
Expiration Date: 02/16/2024

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Healing Gardens LLC

Phone Number: 508-922-8512  
Email Address: peter@aandgis.com

Business Address 1: 19 Richards Road  
Business City: Plymouth Business State: MA Business Zip Code: 02360

Business Address 2:  
Mailing Address 1: 19 Richards Road  
Mailing City: Plymouth Mailing State: MA Mailing Zip Code: 02360

## 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: Owner / Partner Other Role:

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

**ENTITIES WITH DIRECT OR INDIRECT AUTHORITY**  
No records found

**CLOSE ASSOCIATES AND MEMBERS**  
No records found

**CAPITAL RESOURCES - INDIVIDUALS**  
No records found

**CAPITAL RESOURCES - ENTITIES**  
No records found

**BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES**  
No records found

**DISCLOSURE OF INDIVIDUAL INTERESTS**  
Individual 1

First Name: Peter Last Name: Krukiel Suffix:  
Marijuana Establishment Name: Healing Gardens LLC Business Type: Marijuana Cultivator  
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

**MARIJUANA ESTABLISHMENT PROPERTY DETAILS**

Establishment Address 1: 19 Richard's Road  
Establishment Address 2:  
Establishment City: Plymouth Establishment Zip Code: 02360  
Approximate square footage of the Establishment: 18500 How many abutters does this property have?:  
7  
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
Community Outreach Meeting Documentation	2022-08-05 Healing Gardens LLC - COM Attestation and Attachments (Final).pdf	pdf	62ed8310b027db000950de17	08/05/2022
Certification of Host Community Agreement	2022-08-05 Healing Gardens LLC - HCA Certification Form.pdf	pdf	62ed833cb027db000950de75	08/05/2022
Plan to Remain Compliant with Local Zoning	2022-08-05 Healing Gardens LLC - Plan to Remain Compliant with Local Zoning.pdf	pdf	62ed833db027db000950de89	08/05/2022

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

**PLAN FOR POSITIVE IMPACT**  
Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	2022-08-05 Healing Gardens LLC - Plan for Positive Impact .pdf	pdf	62ed849bb027db000950df76	08/05/2022

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

<b>Role:</b> Owner / Partner	<b>Other Role:</b>
<b>First Name:</b> Peter	<b>Last Name:</b> Krukiel <b>Suffix:</b>
<b>RMD Association:</b> Not associated with an RMD	
<b>Background Question:</b> no	

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	2021-02-17 Healing Gardens LLC - Certificate of Organization.pdf	pdf	62ed8abd1e960b0009f541ed	08/05/2022
Secretary of Commonwealth - Certificate of Good Standing	2022-07-22 Healing Gardens LLC - Certificate of Good Standing (SOC).pdf	pdf	62ed8abeb027db000950e86d	08/05/2022
Department of Revenue - Certificate of Good standing	2022-08-05 Healing Gardens LLC - Certificate of Good Standing (DOR).pdf	pdf	62ed8abfb027db000950e881	08/05/2022
Bylaws	2022-08-05 Healing Gardens LLC - Single Member Operating Agreement (Final).pdf	pdf	62ed9c67b027db000950fe58	08/05/2022
Department of Unemployment Assistance - Certificate of Good standing	2022-11-11 Healing Gardens LLC - DUA Attestation.pdf	pdf	636e930752253500082138e2	11/11/2022

No documents uploaded

Massachusetts Business Identification Number: 001488407

Doing-Business-As Name:

DBA Registration City: Not Applicable

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	2022-08-05 Healing Gardens LLC - Liability Insurance Proposal.pdf	pdf	62ed8b50b027db000950e8f4	08/05/2022
Business Plan	2022-11-11 Healing Gardens LLC - Note on Individuals	pdf	636e9298a0fd020008b5cc0e	11/11/2022

with Direct or Indirect Control.pdf

Proposed Timeline	2022-11-11 Healing Gardens LLC - Proposed Timeline.pdf	pdf	636e9299522535000821371a	11/11/2022
Business Plan	2022-11-11 Healing Gardens LLC - Updated Business Plan.pdf	pdf	636e929a522535000821372e	11/11/2022

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Obtain Marijuana	2022-08-05 Healing Gardens LLC - Obtaining Marijuana.pdf	pdf	62ed9b091e960b0009f55296	08/05/2022
Safety Plan for Manufacturing	2022-08-05 Healing Gardens LLC - Safety Plan.pdf	pdf	62ed9b0bb027db000950f9b3	08/05/2022
Transportation of marijuana	2022-08-05 Healing Gardens LLC - Transportation Plan.pdf	pdf	62ed9b0c1e960b0009f552aa	08/05/2022
Types of products Manufactured.	2022-08-05 Healing Gardens LLC - Types of Products.pdf	pdf	62ed9b0db027db000950f9c7	08/05/2022
Method used to produce products	2022-08-05 Healing Gardens LLC - Methods of Production.pdf	pdf	62ed9b0f1e960b0009f552be	08/05/2022
Maintaining of financial records	2022-08-05 Healing Gardens LLC - Maintaining of Financial Records.pdf	pdf	62ed9b24b027db000950f9db	08/05/2022
Personnel policies including background checks	2022-08-05 Healing Gardens LLC - Personnel Policies.pdf	pdf	62ed9b25b027db000950f9ef	08/05/2022
Diversity plan	2022-08-05 Healing Gardens LLC - Diversity Plan.pdf	pdf	62ed9b261e960b0009f552e6	08/05/2022
Energy Compliance Plan	2022-08-05 Healing Gardens LLC - Energy Compliance.pdf	pdf	62ed9b271e960b0009f552fa	08/05/2022
Inventory procedures	2022-08-05 Healing Gardens LLC - Inventory Procedures.pdf	pdf	62ed9b27b027db000950fa03	08/05/2022
Quality control and testing	2022-08-05 Healing Gardens LLC - Quality Control and Testing.pdf	pdf	62ed9b3a1e960b0009f55311	08/05/2022
Record Keeping procedures	2022-08-05 Healing Gardens LLC - Recordkeeping Procedures.pdf	pdf	62ed9b3a1e960b0009f55325	08/05/2022
Prevention of diversion	2022-08-05 Healing Gardens LLC - Prevention of Diversion.pdf	pdf	62ed9b3bb027db000950fa1a	08/05/2022
Qualifications and training	2022-08-05 Healing Gardens LLC - Qualifications and Training.pdf	pdf	62ed9b3b1e960b0009f55339	08/05/2022
Restricting Access to age 21 and older	2022-08-05 Healing Gardens LLC - Restricting Access to Age 21+.pdf	pdf	62ed9b451e960b0009f55364	08/05/2022
Security plan	2022-08-05 Healing Gardens LLC - Security Plan.pdf	pdf	62ed9b46b027db000950fa31	08/05/2022
Storage of marijuana	2022-08-05 Healing Gardens LLC - Storage of Marijuana.pdf	pdf	62ed9b47b027db000950fa45	08/05/2022
Transportation of marijuana	2022-08-05 Healing Gardens LLC - Transportation of Marijuana.pdf	pdf	62ed9b471e960b0009f55378	08/05/2022

Sample of unique identifying marks used for branding	2022-08-05 Healing Gardens LLC - DRAFT Branding Mark.JPG	jpeg	62ed9b5ab027db000950fa59	08/05/2022
Quality control and testing	2022-08-05 Healing Gardens LLC - Quality Control and Testing.pdf	pdf	636e92c852253500082137ea	11/11/2022

### 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: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

# 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):
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:

b. Name of publication:

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:

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:

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:

Healing Gardens LLC

Name of applicant's authorized representative:

Peter Krukiel, Owner

Signature of applicant's authorized representative:





**VIRTUAL MEETING DOCUMENTATION**

Healing Gardens LLC (“Healing Gardens”) hosted a virtual community outreach meeting via the Zoom video conferencing platform on March 16, 2022 at 6:00 p.m.

The virtual Community Outreach Meeting was recorded and can be publicly accessed at the link below:

<https://www.youtube.com/watch?v=VDIwLA4PQNQ>

The Community Outreach Meeting had 2 attendees.

Healing Gardens obtained permission from a vote of the local Board of Selectmen to host this meeting virtually per the Commission’s order in place at the time of the meeting. A minute entry documenting that permission follows.

## PLYMOUTH SELECT BOARD

TUESDAY, MAY 18, 2021

REMOTE MEETING ON PACTV, PLYMOUTH, MA – 6:00 PM

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### 6:00PM - CALL TO ORDER

Richard Quintal, Vice Chairman of the Board, called the meeting to order at 6:00 p.m. and asked Selectman Joyce to read the following statement:

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town's website, at <https://www.plymouth-ma.gov/>. For this meeting, members of the public who wish to watch the meeting may do so in the following manner: tune into channel 15 the government access channel or go to <https://pactv.org> and watch us live or watch us when the show is aired on PACTv. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. *(Put in instructions)* In the event that we are unable to do so, despite best efforts, we will post on the Town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

Present: Richard Quintal, Chairman  
Betty Cavacco, Vice Chairman  
Shelagh Joyce  
Patrick Flaherty  
Harry Helm  
  
Melissa Arrighi, Town Manager  
Marlene McCollem, Assistant Town Manager

Before the meeting began, Vice Chairman Quintal wanted to congratulate Harry Helm for winning the election on Saturday and welcomed him to the Board. He also thanked Kenneth Tavares for his years of service and thanked his family for sharing him with all of us. He said Ken Tavares loved his community as we all do and worked very hard for the Town of Plymouth.

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### 6:00PM – SELECT BOARD RE-ORGANIZATION

Vice Chairman Quintal then said they now have to re-organize the Board and asked if anyone had a nomination for Chairman of the Board.

On a motion by Betty Cavacco and seconded by Patrick Flaherty, the Board voted to appoint Richard Quintal as Chairman of the Plymouth Select Board.

*Voted 4/1 Quintal-Yes, Cavacco-Yes, Flaherty-Yes, Helm-Yes, Joyce-No*

Chairman Quintal thanked everyone for their vote of confidence and said it will be an honor to serve as Chairman for our community.

On a motion by Betty Cavacco and seconded by Harry Helm, the Board voted to approve an End-of-Year Appropriation Transfer for the Fire Department in the amount of \$10,483.71 due to unanticipated repair costs to Fire Department Emergency Vehicles. *Voted 4/0*

On a motion by Betty Cavacco and seconded by Patrick Flaherty, the Board voted to appoint the following Shellfish Constables and Herring Wardens:

Shellfish Constables

David Gould  
Chad Hunter  
Cameron Wentworth  
Robert Bechtold  
Michael Dawley  
Kerin McCall  
Nathan Cristofori  
Mark Brulport  
Michael Cahill

Herring Wardens

David Gould  
Chad Hunter  
Cameron Wentworth  
Robert Bechtold  
Michael Dawley  
Nathan Cristofori  
Mark Brulport  
Michael Cahill

On a motion by Betty Cavacco and seconded by Patrick Flaherty, the Board voted to authorize Healing Gardens LLC to host a Virtual Community Outreach Meeting for a proposed adult-use Marijuana Cultivation and Product Manufacturing Facility located at 19 Richards Road. This was authorized and outlined in the Cannabis Control Commission's Administrative Order #2 issued on April 27, 2021. *Voted 4/0*

On a motion by Betty Cavacco and seconded by Harry Helm, the Board voted to approve a transfer within the available funds in Article 1 of the Special Town Meeting held in June 2006, 2 New High Schools and Senior Center, as amended in April 2017, \$80,000 from the Plymouth South Project to the Plymouth North Project, for repairs to the Rooftop AC System. *Voted 4/0*

*Selectman Helm asked how a system designed to be filled with Glycol was not properly prepared, to which Christina Renaud said they did some digging back into the original building specifications with the help of the Building Committee and we reached out to the contractors. She said it was found that the system was never proposed to have Glycol. She said they designed this relying on other engineered pieces of the system to help prevent the freeze and burst issue. She said there were no outside exposed piping, and the controls were designed to prevent coil freeze-ups. She said time has proven that this design hasn't been enough to prevent freezes and bursts. She said there have been a number of repairs over the years and this is an attempt to mitigate those repairs.*

*Selectman Helm then asked if the current system would be able to handle and operate with Glycol without having to make any major adjustments or changes, to which Christina Renaud said even though Glycol was not initially used the system was built to handle and operate using a water and glycol mixture.*

*Selectman Cavacco asked if they should be using a special type of non-acidic Glycol in case there was a release into the sewer system or into the ground water, to which Christina Renaud said this Glycol additive is part of the normal chemistry that is added to boiler systems routinely in the majority of our buildings. She said we have a number of schools that have been using this mixture without any issues.*

# classifieds

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- jobs website: **wickedlocal.com/jobs** jobs email: **recruituds@localiq.com** jobs phone: **833.516.0229**

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## Your Source Public Notices

for the latest...

**Public Notices**

19 Richards Road, Plymouth  
**LEGAL NOTICE**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, March 16, 2022 at 6:00 P.M. In light of COVID-19, it will be held via Zoom meeting. Join the meeting at <https://us06web.zoom.us/j/81475523524> or by calling (929) 205-6099 and entering meeting ID 814 7552 3524. The proposed Marijuana Cultivator and Marijuana Product Manufacturer is anticipated to be located at 19 Richards Road, Plymouth, MA 02360. There will be an opportunity for the public to ask questions.

#6948074  
OCM 3/2/22

199 Federal Furnace Rd.  
**LEGAL NOTICE**  
Town of Plymouth  
Board of Selectmen  
Public Hearing

In accordance with Chapter 138 of the Massachusetts General Laws, as amended,

**Public Notices**

notice is hereby given that a Public Hearing will be held at the Plymouth Town Hall, 26 Court Street on Tuesday, March 15, 2022 at 6:00 p.m. to consider the application for an Alteration of Premise from Plymouth Post #40 American Legion Inc., holder of an all alcohol club license, 199 Federal Furnace Rd., Beth Lynch, as Manager.

Description of premises is as follows: 60 x 120 sf structure. Main floor consists of function hall, bar area, members room, restrooms, kitchen, walk in cooler and storage room. Basement with storage area. 12 X 30 outside deck. Applicant seeks to add the existing outdoor pavilion that is adjacent to the main building.

For this meeting, members of the public who wish to watch the meeting may do so in the following manner: tune into (channel 15 Comcast, 47 Verizon) the government access channel or go to <https://pactv.org> and watch us live or watch us when the show is aired on pactv. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the Town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

Anyone wishing to be heard on this matter should plan to attend this meeting.

#6968911  
OCM 3/2/22

21 Whitney Lane  
**LEGAL NOTICE**  
PLYMOUTH CONSERVATION COMMISSION  
508-747-1620 x10139

Notice is hereby given that the address listed is currently in the process of obtaining a Repair Permit for To Nourish sand bank and planting. Please submit any comments or questions in writing to the Town of Plymouth Conservation Commission or by email-

### Public Notices

ing: [msampson@plymouth-ma.gov](mailto:msampson@plymouth-ma.gov)

PROJECT LOCATION: 21 Whitney Lane  
PARCEL ID NO: 054-000-010A-051  
APPLICANT: Fern Wirth  
PREVIOUS OOC/RDA: SE57-2754

PLYMOUTH CONSERVATION COMMISSION  
Bruce Howard, Chairperson

#6971078  
OCM 3/2/22

225 Taylor Avenue  
**LEGAL NOTICE**  
PLYMOUTH CONSERVATION COMMISSION  
508-747-1620 x10139

Notice is hereby given that the address listed is currently in the process of obtaining a Repair Permit for repairs to adjust, reset armor units, re-chink to original condition, and repair stairs. Please submit any comments or questions in writing to the Town of Plymouth Conservation Commission or by emailing: [msampson@plymouth-ma.gov](mailto:msampson@plymouth-ma.gov)

PROJECT LOCATION: 225 Taylor Avenue  
PARCEL ID NO: 045B-000-007-000  
APPLICANT: 225 Taylor Avenue Trust  
PREVIOUS OOC/RDA: SE57-586

PLYMOUTH CONSERVATION COMMISSION

#6971083  
OCM 3/2/22

227 Taylor Avenue  
**LEGAL NOTICE**  
PLYMOUTH CONSERVATION COMMISSION  
508-747-1620 x10139

Notice is hereby given that the address listed is currently in the process of obtaining a Repair Permit for repairs to Maintain Stairs in place, adjust or reset revetment stones, chink & fill as needed. Please submit any comments or questions in writing to the Town of Plymouth Conservation Commission or by emailing: [msampson@plymouth-ma.gov](mailto:msampson@plymouth-ma.gov)

PROJECT LOCATION: 227 Taylor Avenue  
PARCEL ID NO: 045B-000-006A-000  
APPLICANT: Susan M. Ragon  
PREVIOUS OOC/RDA: SE57-588

PLYMOUTH CONSERVATION COMMISSION

#6971094  
OCM 3/2/22

229 Taylor Avenue  
**LEGAL NOTICE**  
PLYMOUTH CONSERVATION COMMISSION  
508-747-1620 x10139

Notice is hereby given that the address listed is currently in the process of obtaining a Repair Permit for repairs to maintain stairs in place, adjust or reset revetment stones, chink, and fill as needed. Please submit any comments or questions in writing to the Town of Plymouth Conservation Commission or by emailing: [msampson@plymouth-ma.gov](mailto:msampson@plymouth-ma.gov)

PROJECT LOCATION: 229 Taylor Avenue  
PARCEL ID NO: 045B-000-006-002  
APPLICANT: John M. Hoey  
PREVIOUS OOC/RDA: SE57-589

PLYMOUTH CONSERVATION COMMISSION  
Bruce Howard, Chairperson

#6971103  
OCM 3/2/22

231 Taylor Avenue  
**LEGAL NOTICE**  
PLYMOUTH CONSERVATION COMMISSION  
508-747-1620 x10139

Notice is hereby given that the address listed is currently in the process of obtaining a Repair Permit for repairs to maintain stairs in place, adjust or reset the revetment stones, chink, and fill as needed. Please submit any comments or questions in writing to the Town of Plymouth Conservation Commission or by emailing: [msampson@plymouth-ma.gov](mailto:msampson@plymouth-ma.gov)

PROJECT LOCATION: 231 Taylor Avenue  
PARCEL ID NO: 045B-000-006-001  
APPLICANT: Marcy C. Ledin  
PREVIOUS OOC/RDA: SE57-590

PLYMOUTH CONSERVATION COMMISSION  
Bruce Howard, Chairperson

#6971106  
OCM 3/2/22

60 Court Street  
**LEGAL NOTICE**  
Town of Plymouth  
Board of Selectmen

### Public Notices

#### Public Hearing

In accordance with Chapter 138 of the Massachusetts General Laws, as amended, notice is hereby given that a Public Hearing will be held at the Plymouth Town Hall, 26 Court Street on Tuesday, March 15, 2022 at 6:05 p.m. to consider the application for a new annual all alcohol license from The Mea Thai Cuisine LLC d/b/a The Mea Thai Cuisine, 60 Court Street, Robert Ball, Manager.

Description of premises is as follows: One floor, 1200 sf consisting of dining room, storage and employee area with bathrooms, kitchen, storage area in the back. Two entrances, two exits.

For this meeting, members of the public who wish to watch the meeting may do so in the following manner: tune into (channel 15 Comcast, 47 Verizon) the government access channel or go to <https://pactv.org> and watch us live or watch us when the show is aired on pactv. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the Town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

Anyone wishing to be heard on this matter should plan to attend this meeting.

#6970860  
OCM 3/2/22

69B Taylor Avenue  
**LEGAL NOTICE**  
PLYMOUTH CONSERVATION COMMISSION  
508-747-1620 x10139

In accordance with S2475, and pursuant to Chapter 20 of the Acts of 2021, this Meeting will be conducted via remote means. Specific information and the general guidelines for remote participation can be found on the Town's website, at <https://www.plymouth-ma.gov/conservation-commission>

DATE: March 15, 2022  
DAY: TUESDAY  
TIME: 7:20 PM  
PROJECT LOCATION: 69B Taylor Avenue  
PARCEL ID NO: 045C-000-128-000  
APPLICANT: John & Diane O'Sullivan  
PCC-22-04R

**PROJECT DESCRIPTION:** A Request for Determination of Applicability for reconstruction of an existing deck to include new footings. The proposed deck is located within the same footprint as the existing deck and does not include an increase in size.

Any person wishing to make comments may do so.

PLYMOUTH CONSERVATION COMMISSION  
Bruce Howard, Chairperson

#6971109  
OCM 3/2/22

74 Bay Shore Drive  
**LEGAL NOTICE**  
PLYMOUTH CONSERVATION COMMISSION  
508-747-1620 x10139

In accordance with S2475, and pursuant to Chapter 20 of the Acts of 2021, this Meeting will be conducted via remote means. Specific information and the general guidelines for remote participation can be found on the Town's website, at <https://www.plymouth-ma.gov/conservation-commission>

DATE: March 15, 2022  
DAY: TUESDAY  
TIME: 7:00 PM  
PROJECT LOCATION: 74 Bay Shore Drive  
PARCEL ID NO: 043-000A-023-000  
APPLICANT: Daren C. & Mary Free  
PCC-22-05

**PROJECT DESCRIPTION:** A Notice of Intent proposed project include the installation of a new Title V Septic System, removal of existing stone patio, removal & resetting of existing hot tub, installation of a shed, additional plantings, abandon-

### Public Notices

ment, or removal of existing septic components & associated grading & landscaping within 100' & 50' buffer zones to a Coastal Bank.

Any person wishing to make comments may do so.

PLYMOUTH CONSERVATION COMMISSION  
Bruce Howard, Chairperson

#6971107  
OCM 3/2/22

### Summons

17 Juniper Street, Plymouth  
**LEGAL NOTICE**  
COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

PROBATE COURT

DOCKET NO. PL21E0039PP  
PARTITION AND SALE OF REAL ESTATE CITATION

TO Taylor E. Myers of Plymouth, in the County of Plymouth, and to all other persons interested.

A petition has been presented to said Court by Steven A. Aubin of Plymouth, in the County of Plymouth, representing that she holds as tenant in common undivided part or share of certain land lying in Plymouth, in said County and briefly described as follows:

**EXHIBIT A**

The land with the buildings thereon, located at 17 Juniper Street, Plymouth, Plymouth County, Massachusetts, bounded and described as follows:

NORTHEASTERLY by Lot 115, as shown on hereinafter mentioned plan, Forty seven and 54/100 (47.54) feet;

EASTERLY by Lot 113, as shown on said plan, One hundred and 00/100 (100) feet;

SOUTHEASTERLY by Juniper Street, as shown on said plan, Fifty two and 62/100 (52.62) feet;

SOUTHWESTERLY by an arc having a radius of 40 feet, as shown on said plan, with a distance of One hundred and 42/100 (100.42) feet; and

NORTHWESTERLY by Packard Street, as shown on said plan, Seventy six and 81/100 (76.81) feet.

Being shown as LOT 114 containing 12,940 square feet more or less and being shown of plan of land entitled "Buttermilk Bay Shores Section 2 Plymouth, Mass. owned by Prosperity Development Co. Scale 1" = 100' Feb. 1951" duly recorded with Plymouth County Registry of Deeds in Plan Book 8, Page 446.

The above described premises are conveyed subject to and with the benefit of restrictions, rights and easements of record insofar as the same are now in force and effect.

setting forth that she desires that all of said land may be sold at private sale for not less than \$400,000.00 dollars and praying that partition may be made of all the land aforesaid according to law, and to that end that a commissioner be appointed to make such partition and be ordered to make sale and conveyance of all, or any part of said land which the Court finds cannot be advantageously divided either at private sale or public auction, and be ordered to distribute the net proceeds thereof.

If you desire to object thereto you or your attorney should file a written appearance in said Court at Plymouth, before ten o'clock in the forenoon on the twenty-fifth day of March, 2022, the return day of this citation.

Witness, Edward G. Boyle, III, First Judge of said court, this eighth day of February, 2022.

Matthew J. McDonough  
Register

#6916121  
OCM 2/16, 2/23, 3/2/22

BOOTH ESTATE  
**LEGAL NOTICE**  
Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Plymouth Probate and Family Court  
52 Obery Street  
Suite 1130  
Plymouth, MA 02360  
(508) 747-6204

Docket No. PL22P0237EA  
CITATION ON PETITION FOR FORMAL ADJUDICATION

### Summons

Estate of: Cynthia Marie Booth

Date of Death: 02/12/2021

To all interested persons:

A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Louis S Booth of Plymouth MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Louis S Booth of Plymouth MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration.

**IMPORTANT NOTICE**  
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 03/23/2022.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

**UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)**

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

**WITNESS**, Hon. Edward G Boyle, First Justice of this Court.

Date: February 23, 2022

Matthew J McDonough  
Register of Probate

#6971064  
OCM 3/2/22

CURTIS ESTATE  
**LEGAL NOTICE**  
Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Plymouth Probate and Family Court  
52 Obery Street  
Suite 1130  
Plymouth, MA 02360  
(508) 747-6204

Docket No. PL22P0150EA  
CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Philip R Curtis  
Also known as: Philip Roger Curtis  
Date of Death: 12/17/2021

To all interested persons:

A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Dianne Lilleskare of Plymouth MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Dianne Lilleskare of Plymouth MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration.

**IMPORTANT NOTICE**  
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 03/14/2022.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

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March 8, 2022

To Whom it May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, March 16, 2022 at 6:00 P.M. In light of COVID-19, the meeting will be held via Zoom Meeting:

**Link:** <https://us06web.zoom.us/j/81475523524>

**Dial-in #:** (929) 205-6099

**Meeting ID:** 814 7552 3524

The proposed Marijuana Cultivator and Marijuana Product Manufacturer is anticipated to be located at 19 Richards Road, Plymouth, MA 02360. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Healing Gardens 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](mailto:Blake@MensingGroup.com)



Name and Address of Sender

The Mensing Group LLC  
100 State Street, 9th Floor  
Boston, MA 02109

<sup>1</sup>DTA, NO. of Pieces Listed by Sender

TOTAL NO. of Pieces Received at Post Office

<sup>2</sup>Postmaster, per (name of receiving employee)

USPS® Tracking Number  
Firm-specific Identifier

Address  
(Name, Street, City, State, and ZIP Code™)

1.

[Redacted]

2.

Town Manager of Plymouth  
26 Court Street  
Plymouth, MA 02360

3.

Town Clerk of Plymouth  
26 Court Street  
Plymouth, MA 02360

4.

Planning Board of Plymouth  
26 Court Street  
Plymouth, MA 02360

5.

Select Board of Plymouth  
26 Court Street  
Plymouth, MA 02360

6.



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Email: [Blake@MensingGroup.com](mailto:Blake@MensingGroup.com)



Name and Address of Sender  The Mensing Group LLC 100 State Street, 9th Floor Boston, MA 02109	TOTAL NO of Pieces Listed by Sender	TOTAL NO of Pieces Received at Post Office™
	Postmaster: set name of receiving employee.	



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R2304N118295-10

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)
1.	[REDACTED] PLYMOUTH, MA 02360
2.	[REDACTED] AVON, MA 02322
3.	[REDACTED] PLYMOUTH, MA 02360
4.	[REDACTED] PLYMOUTH, MA 02360
5.	[REDACTED] PLYMOUTH, MA 02360
6.	[REDACTED] PLYMOUTH, MA 02360



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Name and Address of Sender

The Mensing Group LLC  
100 State Street, 9th Floor  
Boston, MA 02109

POSTAL NO. of Pieces Mailed by Sender

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Postmaster, per (name of receiving employee)

USPS® Tracking Number  
Firm-specific Identifier

Address  
(Name, Street, City, State, and ZIP Code™)

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PLYMOUTH, MA 02360

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# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

1. Name of applicant:

HEALING GARDENS, LLC

2. Name of applicant’s authorized representative:

PETER KRUKIEL, MANAGER & RESIDENT AGENT

3. Signature of applicant’s authorized representative:



4. Name of municipality:

TOWN OF PLYMOUTH

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

DEREK S. BRINDISI, TOWN MANAGER



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



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

DBRINDISI@PLYMOUTH-MA.GOV

8. Host community agreement execution date:

6/8/22



**PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Healing Gardens LLC (the “Applicant”) proposes an Adult-use Indoor Tier 2 Cultivation and Product Manufacturing establishment at 19 Richard’s Road in Plymouth, MA (collectively, the “proposed establishment”).

Plymouth, MA has adopted a local zoning bylaw pursuant to M.G.L. 94G and M.G.L. 40A limiting the time, place, and manner of marijuana establishments.

Plymouth permits for Product Manufacturing and Indoor Cultivation in the Light Industrial (LI) district per § 203-16 of the local zoning bylaw. The proposed establishment is located within the LI district.

§ 203-16(1) of the zoning bylaw provides that a setback of 500 feet is required from any public or private school. The proposed establishment is not located within 500’ of a public or private school. Adequate provisions for security will be made as required by the zoning bylaw § 203-16(3). Advertisements shall follow local rules for marijuana businesses set by local zoning bylaw § 203-16(4-5).

The Applicant shall apply for and obtain the local Special Permit required for operation prior to applying for Final state licensure.

The Applicant shall obtain the local license required by the Plymouth general bylaws at § 115-1.

The Plymouth general bylaws at § 115-1 limit the hours of operation for marijuana retailers. This provision does not apply to the Applicant’s proposed use. The Plymouth general bylaws at § 115-1 place a cap on the number of Marijuana Retailers that is also not applicable.

The Company hereby submits that it will continue to comply with all local and state requirements.

## **POSITIVE IMPACT PLAN**

Healing Gardens LLC (“Healing Gardens” or the “Company”) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition, which the Cannabis Control Commission has identified as the following three Groups:

1. Past or present residents of the geographic areas of disproportionate impact (ADIs), which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Massachusetts residents who have past drug convictions; and
3. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Healing Gardens LLC has created a Positive Impact Plan, summarized below, and has identified the Goal listed below, which shall be pursued by the Program outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as necessary.

### **Goal #1:**

Provide at least 5 Massachusetts residents per year who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

### **Program #1:**

Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers. Specific sources utilized will include *The Old Colony Memorial*. The workshop will be held at Healing Gardens LLC facilities, and will have a capacity of at least 5 participants. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

### **Measurements & Metrics #1**

Healing Gardens will document the record sealing workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented as well as suggestions for future programs.

### **Disclosures**

## Healing Gardens LLC

Healing Gardens LLC acknowledges and will adhere to the requirements set forth in *935 CMR 500.105(4)* which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

Healing Gardens LLC understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with *935 CMR 500.103(4)(b)*.



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

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001488407

1. The exact name of the limited liability company is: HEALING GARDENS LLC

2a. Location of its principal office:

No. and Street: 19 RICHARDS ROAD  
 City or Town: PLYMOUTH State: MA Zip: 02360 Country: USA

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

No. and Street: 19 RICHARDS ROAD  
 City or Town: PLYMOUTH State: MA Zip: 02360 Country: USA

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

THE LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: PETER KRUKIEL  
 No. and Street: 19 RICHARDS ROAD  
 City or Town: PLYMOUTH State: MA Zip: 02360 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	PETER KRUKIEL	19 RICHARDS ROAD PLYMOUTH, MA 02360 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	PETER KRUKIEL	19 RICHARDS ROAD PLYMOUTH, MA 02360 UNI

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of February, 2021,**  
**PETER KRUKIEL**

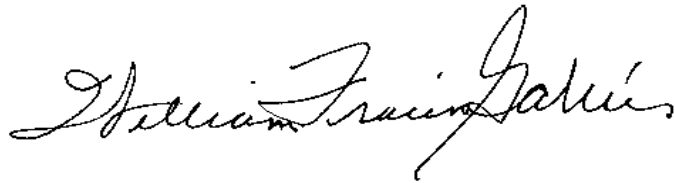
*(The certificate must be signed by the person forming the LLC.)*



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:

February 17, 2021 08:53 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

July 19, 2022

TO WHOM IT MAY CONCERN:

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

**HEALING GARDENS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 17, 2021**.

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: **PETER KRUKIEL**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **PETER KRUKIEL**



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



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HEALING GARDENS LLC  
19 RICHARDS RD # PLYMOUTH  
PLYMOUTH MA 02360-4871

000027

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

**OPERATING AGREEMENT  
OF  
HEALING GARDENS LLC**

This Operating Agreement (the "**Agreement**") of HEALING GARDENS LLC (the "**Company**"), effective as of August 5, 2022, is entered into by Peter Krukiel, as the single member of the Company (the "**Member**").

**WHEREAS**, the Company was formed as a limited liability company by filing a certificate of organization (the "**Certificate of Organization**") with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the "**MLLCA**"); and

**WHEREAS**, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

**NOW, THEREFORE**, the Member agrees as follows:

1. **Name.** The name of the Company is Healing Gardens LLC.
2. **General Character.** The general character of the business of the Company is to secure a license from the Massachusetts Cannabis Control Commission, conduct all lawful business pursuant to the laws of the Commonwealth of Massachusetts, and to engage in any activities directly or indirectly related or incidental thereto.
3. **Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.
4. **Records Address.** The address of the office in the Commonwealth of Massachusetts at which the Company will maintain its records as required by the MLLCA shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.
5. **Resident Agent.** The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.
6. **Members.**
  - a. **Initial Member.** The Member owns 100% of the limited liability company interests of the Company. The name and the business, residence, or mailing address of the Member is as follows:

Peter Krukiel, 55 Timberlane, Plymouth, MA 02360

- b. **Additional Members.** One or more additional members may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new operating

agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

c. No Certificates for Limited Liability Company Interests. The Company will not issue any certificates to evidence ownership of limited liability company interests.

## **7. Management.**

a. Authority; Powers and Duties of the Member. The Company shall be member-managed. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

b. Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to authority delegated to such Officer until that Officer is removed by the Member. Any action, including any debt contracted or liability incurred by or on behalf of the Company, taken by the Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer as set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

## **8. Liability of Member; Indemnification.**

a. Liability of Member. Except as otherwise required in the MLLCA, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member of the Company.

b. Indemnification. To the fullest extent permitted under the MLLCA, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 8(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

9. **Term.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.

**10. Capital Contributions.** The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, express or implied, to make any such contribution or loan to the Company.

**11. Tax Status; Income and Deductions.**

a. Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

b. Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

**12. Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Member.

**13. Dissolution and Liquidation.**

a. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member; (ii) the entry of a decree of judicial dissolution; or (iii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

b. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

d. Upon the completion of the winding up of the Company, the Member shall file a certificate of cancellation in accordance with the MLLCA.

**14. Miscellaneous.**

a. Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

b. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the

laws of the Commonwealth of Massachusetts, and, without limitation thereof, the MLLCA, without giving effect to principles of conflicts of law.

c. Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable in any jurisdiction, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

d. No Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective as of the date first written above.

**MEMBER:**



\_\_\_\_\_  
Peter Krukiel

**COMPANY:**

Healing Gardens LLC, a Massachusetts limited liability company



By: \_\_\_\_\_

Peter Krukiel, signing on behalf of the entity,  
its sole member  
Title: Owner



Quote ID:1005036

CA Ins. License # 0C66724

**Commercial General Liability Policy Quote Proposal**

Account Name:	HEALING GARDENS	Producer:	UnderWrite Insurance Svcs (Hackensack)
Mailing Address:	19 RICHARDS RD Plymouth,MA 02360		417 F Passaic Street Hackensack,NJ 07601
Quote Date:	Jul 20, 2022	Attention:	Marvin Mensah
Carrier:	Kinsale Insurance Company	Underwriter:	Matt Fleming
A.M. Best Rating:	A- (Excellent)	UW Assistant:	

Thank you for giving us the opportunity to provide the following Commercial General Liability Policy quote for HEALING GARDENS with Kinsale Insurance Company. This quote is for the coverage period 07/20/2022 to 07/20/2023.

**Coverage Information location and values as per application**

Policy Period: 07/20/2022 to 07/20/2023; Quote expires 07/20/2022 or 30 days from today, whichever is sooner.

**Premium Detail**

Account Name: HEALING GARDENS	Effective Date: 07/20/2022
Commercial Liability Premium .....	\$2,500.00
Total Premium .....	\$2,500.00
Surplus Lines Tax .....	\$100.00
Broker Fee .....	\$100.00
Carrier Inspection Fee .....	\$300.00
Total Taxes & Fees .....	\$500.00
<b>Grand Total</b> .....	<b>\$3,000.00</b>

**Commission & Payment Terms**

**Producer Commission: 10%**

Commission Amount .....	\$250.00
Total Net Due .....	\$2,750.00

**PREMIUM PAYMENT IS DUE WITHIN 10 DAYS FROM EFFECTIVE DATE**



**Non-admitted Disclaimer**

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

## Binding Instructions

### Outstanding items will be checked below:

- Signed order to bind coverage
- Signed Acord application
- Signed Supplemental Questionnaire
- Proof of payment (Copy of insured check, agency check, or premium finance agreement)
- Three years of currently valued loss runs, or signed statement of no losses-for New Business only
- Surplus lines / Diligent Effort Form(s)
- Insured inspection contact name & telephone number-for New Business only
- Signed Acceptance or Rejection of TRIA
- Any additional supplemental questions

## Disclaimer

**No Flat Cancellations. Once bound, minimum earned premium applies.** Producer is responsible for earned premiums. These coverages are the only coverages offered. Any coverage requested in the application that differs from what is shown here is not included. The insurance is subject to the terms, conditions, limitations and forms for the policy in current use by the company. Please refer to the Policy Form for full details on terms and conditions. Sample forms are available upon request. All fees are fully earned at inception. Commission not paid on policy fee or inspection fee. No coverage is considered bound until approved by an Atlas General underwriter.

I/We \_\_\_\_\_ of \_\_\_\_\_ do hereby state that in \_\_\_\_\_, 20\_\_\_\_, I/We directed \_\_\_\_\_ my/our Insurance Broker to obtain insurance against certain risks as described herein. My/Our Insurance Broker informed us that the required insurance could not be obtained from, or would not be written by, companies licensed or admitted to transact business in the Commonwealth of Massachusetts.

I/We, the Assured, was/were informed that the type and amount of insurance shown below could be obtained from certain insurers not admitted to transact business in the Commonwealth. I/We was/were further informed:

- A. The surplus lines insurer with whom the insurance was placed is not licensed in this state and is not subject to Massachusetts regulations.**
- B. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.**

Signature by Assured \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date: \_\_\_\_\_

**THIS PORTION MUST BE COMPLETED AND SIGNED BY THE ORIGINAL BROKER**

Name of Insured \_\_\_\_\_ Address \_\_\_\_\_  
Location of Property \_\_\_\_\_  
Description: \_\_\_\_\_  
Coverage: \_\_\_\_\_  
Limit: \_\_\_\_\_ Premium \_\_\_\_\_

I/We hereby verify that I/We explained the foregoing to the insured and it was acknowledged that he/she understood such.

License # \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

A copy of this affidavit must be kept in the original broker's file and a copy must be given to the assured at the time said copy was completed by him/her.

**AFFIDAVIT BY SPECIAL BROKER**

I, \_\_\_\_\_ of \_\_\_\_\_ in said county of \_\_\_\_\_ depose and say that I was engaged directly by the Assured named herein or informed by the Assured's Insurance licensed Agent/Broker that after diligent efforts, he/she is unable to procure in companies admitted to do business in this Commonwealth the amount and/or type of insurance necessary to protect the insurable interests described above. This Affidavit is made to comply with the requirements of Section 168 of Chapter 175 of the General Laws, and to authorize me as a licensed special insurance broker under said section to procure insurance for said insurable interests beyond that which companies admitted to do business in the Commonwealth are willing to write thereon. The following companies or groups are among those which have accepted all or part thereof:

Company	NAIC#	Policy #	Premium
_____	_____	_____	_____
_____	_____	_____	_____

**Amendments to Affidavit: ( ) Increase ( ) Decrease**

_____	_____	_____	_____
_____	_____	_____	_____

I hereby verify the foregoing statements and declare that they were made under the penalties of perjury.

License # \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Original affidavit must be kept in the Special Brokers File and a copy filed with the Division of Insurance of the Commonwealth of Massachusetts within *twenty days* following date of procurement.



Insurance quote presented to:

Risk Placement Services (Atlas General Insurance)

Matt Fleming

For

Healing Gardens

Proposed policy period

12 Month(s) - Effective Date TBD

BY

Frank Guthrie, Underwriter - Emerging Products

804-799-3546 - frank.guthrie@kinsaleins.com

07/20/2022

**NO FLAT CANCELLATIONS ONCE COVERAGE IS BOUND**

**Kinsale Insurance Company P.O. Box 17008 Richmond, VA 23226**

**Phone (804) 289-1300 Fax (804) 673-5697**

<https://www.kinsaleins.com>

# Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)

Financial Size Category: X

Risk Placement Services (Atlas General Insurance) - Matt Fleming

## QUOTE

RE: Healing Gardens  
19 Richards Rd  
Plymouth, MA 02360

Submission #: 03333451  
Quote Letter #: 11332926  
Quote Date: 07/20/2022

**Company:** Kinsale Insurance Company

**Policy Term:** 12 Month(s) - Effective Date TBD

**Coverage Form:** Emerging Products- Claims Made and Reported

**Retro Date:**Inception

**Description of Operations:** Distributor of Marijuana

We are pleased to offer the following quote. This quote is valid until 08/19/2022 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE**

<b>Limits</b>	
Each Occurrence Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations Aggregate Limit	\$2,000,000

<b>Additional Coverages</b>	
Medical Payments Coverage	\$5,000

<b>Deductibles</b>	
Per Claim	\$2,500
** Deductibles apply to all coverages, damages, and expenses.	

<b>Coverage Enhancements</b>	
Primary / Non-Contributory Endorsement	

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<b>Basis of Premium</b>			
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<u>Class Description</u>	<u>Exposure Base</u>	<u>Exposure Units</u>	<u>Rate</u>
Marijuana Products - Growing, Processing and Cultivating	per \$1,000 Gross Sales	1,000	5.0000

Premium (Minimum premium applies)	\$2,500
Company Fees	\$300
<b>Total Due At Inception At Binding</b>	<b>\$2,800</b>
Minimum Earned Premium At Binding	25.00%
Minimum Deposit Premium At Binding	100.00%
Commission	10.00%
Company Fees are fully earned	
Premium is 100.00% minimum and deposit	
Minimum Premium applies.	
Taxes, fees and surcharges are the responsibility of the broker.	
Policy Subject to Annual Audit.	

**Contingencies:**

This Quote is subject to our receipt and acceptance of the following items:

- 1) Subject to a signed and dated Kinsale supplemental application
- 2) Please confirm insured has centrally monitored alarm system in place.
- 3) Prior to binding, please provide a full list of planned products.
- 4) Confirm the insured does not share the premises with any other entities.
- 5) Please confirm insured will receive COAs for all products.
- 6) Subject to 5 year currently valued loss runs upon binding or Kinsale NKLL from company inception to present if no prior. Any adverse loss activity not currently reported to us may affect pricing and/or acceptability of this risk.

Subject to favorable inspection and compliance with recommendations.

SL Tax Filing Form upon binding.

**Comments:**

The schedule of Named Insureds will include only the entities listed on this quote (and will not include entities requested in the submission, but not listed in this quote). Any adjustments to this schedule will be made effective no earlier than the date a request to amend the schedule is received by Kinsale.

Subject to acknowledgement that all policy change or cancellation requests will be provided to Kinsale in advance of policy change or cancellation effective dates. Kinsale will not backdate if requests are received after the intended effective date.

The Named Insured schedule includes only entities listed on this quote. Entities on the submission but not on the quote are not automatically included. Changes to Named Insured schedule will be effective when request to amend is received by Kinsale.

**Exclusions and Endorsements:**

ADF9013-0419 - Notice - Where To Report A Claim  
ADF4001-0110 - Schedule of Forms  
CAN2003-0322 - Claims Made To Claims Made And Reported - General Liability  
CAN2006-0322 - Amended Duties In The Event Of A Claim Or Suit (Claims Made)  
CAN2008-0322 - Medical Payments Coverage  
ADF4002-1120 - Basis of Premium  
ADF4005-0721 - Composite Rate Endorsement  
CAS4018-1121 - Additional Policy Provisions - Premium  
ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism  
CAN3010-0322 - Exclusion - Prior Products (Policy inception)  
CAN3014-0322 - Amended Exclusion - Intellectual Property And Unfair Competition  
CAN5003-0322 - Additional Insureds As Required By Written Contract - Vendors (Blanket as required by written contract)  
CAN5004-0322 - Additional Insured - State Or Government Agency Or Subdivision Or Political Subdivision  
CAN5005-0522 - Additional Insured As Required By Written Contract - Trade Event  
CAN5006-0522 - Additional Insured As Required By Written Contract - Managers Or Lessors Of Premises  
CAN5007-0322 - Additional Insured - Primary And Non-Contributory Endorsement  
ADF9010-0321 - Notice of Terrorism Insurance Coverage  
IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act  
ADF9037-0711 - Connecticut Changes - Cancellation and Non-Renewal  
ADF2000-0622 - Policy Amendment - Extrinsic Evidence  
ADF9004-0110 - Signature Endorsement  
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders  
CAN0002-0222 - Cannabis And Hemp General Liability Coverage Form - Claims Made  
CAN1001-1221 - Cannabis And Hemp Commercial General Liability Declarations - Claims Made  
CAN3016-0422 - Absolute Exclusion - Motorized Vehicles  
CAN3021-0422 - Absolute Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us.

**Once bound, coverage may not be cancelled flat and the minimum earned premium will apply.**

**Kinsale Insurance Company**

**P. O. Box 17008**

**Richmond, VA 23226**

**(804) 289-1300**

**[www.kinsaleins.com](http://www.kinsaleins.com)**

## NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), the Company must make available insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. This policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the policy, any endorsements to the policy and generally applicable rules of law.

The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.**

**NO PREMIUM IS CHARGED FOR THIS COVERAGE NOR IS ANY CHARGE MADE FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

***YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED "ACTS OF TERRORISM" WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.***

***COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN "ACTS OF TERRORISM".***





Kinsale is proud to offer quick solutions for your hard-to-place accounts.

Our Casualty divisions are organized into the following specialized underwriting teams. Submissions are cleared to each division using the submission clearance addresses noted below.

Division	Clearance Inbox
Construction	<a href="mailto:cn@kinsaleins.com">cn@kinsaleins.com</a>
Energy	<a href="mailto:eg@kinsaleins.com">eg@kinsaleins.com</a>
Environmental	<a href="mailto:ev@kinsaleins.com">ev@kinsaleins.com</a>
Excess Casualty	<a href="mailto:xc@kinsaleins.com">xc@kinsaleins.com</a>
General Casualty	<a href="mailto:gc@kinsaleins.com">gc@kinsaleins.com</a>
Life Science	<a href="mailto:ls@kinsaleins.com">ls@kinsaleins.com</a>
Products	<a href="mailto:pr@kinsaleins.com">pr@kinsaleins.com</a>
Product Recall	<a href="mailto:rc@kinsaleins.com">rc@kinsaleins.com</a>
Entertainment	<a href="mailto:et@kinsaleins.com">et@kinsaleins.com</a>
Small Business	<a href="mailto:sb@kinsaleins.com">sb@kinsaleins.com</a>
Aviation	<a href="mailto:av@kinsaleins.com">av@kinsaleins.com</a>

Please visit <https://www.kinsaleins.com/products/casualty/> for detailed Casualty product offering information and underwriter contact information for each division.



## Combo your Products Quote with other Kinsale coverage options

Thank you for using Kinsale Insurance for your account.

Click the following links to enhance this account with additional coverages.

### CANNABIS

- Growers, manufacturers, dispensaries, and testing labs
- Recreational and medical
- Delivery exposures
- Topical and ingestible products
- Hemp products including Delta 8 THC

### SMALL PROPERTY

- Vacant buildings processing, etc.)
- Cannabis Commercial LRO (dispensaries, Retail grow operations, Light LRO, extraction/ manufacturing

### EXCESS CASUALTY

- Manufacturers, Security Guards Distributors, and Cannabis importers Oil and gas exploration
- Contractors Habitational
- LRO Property
- Trucking

### PRODUCTS POLLUTION

- Claims Made and Occurrence coverage available
- Coverage for Bodily Injury, Property Damage, and clean-up costs
- Can be offered on most classes including environmental and non-environmental products
- Chemicals, paints, coatings, sealants
- Tanks, pipes, containers, drums, construction materials

### PRODUCT RECALL

- Cannabis/ Toys CBD/Electronic Pharmaceuticals and Nutraceuticals Cigarettes Food and Beverage Products
- Firearms and Ammunition
- Pet Foods and

Visit [kinsaleins.com](https://www.kinsaleins.com) to view our full coverage options and product offerings.

Products are distributed through select surplus lines brokers. We are eligible in all fifty states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. Kinsale has an A (Excellent) Financial Strength Rating from A.M. Best Company.

## Healing Gardens LLC

### **Note on Individuals with Direct or Indirect Control**

Jennifer Giampociaro and Ashley Garvey will *not* have Direct or Indirect Control over Healing Gardens LLC as those phrases are defined by 935 CMR 500. The titles listed for these individuals in the provided business plan do not confer decision-making authority for Healing Gardens LLC or the marijuana license. All decision-making authority for the entity and equity for the entity will be retained by Peter Krukiel at the time of this application. The LLC is solely managed by Peter Krukiel.

Agrealty LLC is a real estate holding entity with shared ownership to Healing Gardens LLC that will not have Direct or Indirect Control over Healing Gardens LLC or the proposed license.

Two other entities originally listed in the business plan are no longer intended business partners of Healing Gardens LLC, and have been removed from the business plan. Any entities who will have an interest of over 10% in Healing Gardens LLC equity, profits, or other rights to control per 935 CMR 500 will be approved by a properly submitted Change of Ownership or Control application. No two unrelated entities will be licensed at the same address.

Any new Individual (or Entity) with Direct or Indirect Control will be added via a properly submitted Change of Ownership or Control Application.



## An Adult Use Premium Cannabis Enterprise

[www.TheHealing-Garden.com](http://www.TheHealing-Garden.com)

# BUSINESS PLAN

**Peter Krukiel**, *President*

19 Richards Road  
Plymouth, MA 02360

krukiel@comcast.net  
508.922.8512

*April 2022*

## EXECUTIVE SUMMARY

**Healing Gardens, LLC (HG)** is a vertical plant-touching wholesale development company that will be operating a facility out of Plymouth, Massachusetts, central to metro Boston and southeastern Massachusetts. The HG facility sits on a 1.58-acre lot within 15-20 acres of a set aside area designated for industrial use and not far from the Cape Cod bridges. Located in the Plymouth Industrial Park, the building we plan to customize is just off Route 3 (Exit 7) at the interchange for Route 44 and the exit for Colony Place, Plymouth's premier retail shopping center.

Healing Gardens will produce premium flower grown with the specialized skills of crop craftsmanship for the Adult Use market. Production for our top-grade product will be enabled by the design and buildout of an EU GMP-standard facility to house our cultivation, processing, manufacturing, and extraction operations.

Our real estate asset is owned by Healing Gardens' President Peter Krukiel. We are presently in the programming and due diligence phases for the property, working with our architectural and planning partner Anderson Porter Design. Our vision is intentional: We anticipate collaboration will be essential to our success, whether we create formal relationships with other cultivators, extractors, and processors or with emerging national brands and other product developers.

Healing Gardens will help fill the current supply gap that is critical to the success of the direct-to-consumer businesses eagerly awaiting greater abundance of raw product. In addition, by pursuing a leadership role in the premium grade niche subset, we will help further the maturity of the cannabis industry in Massachusetts, which is experiencing a growing demand for higher quality Adult Use product.

As the research validates, American cannabis consumers are informed and discretionary. With brands offering greater product choice and effect experience, consumers are becoming more knowledgeable about their preferences. A very sophisticated cannabis consumer is quickly emerging and Massachusetts, as a 'smart economy' hub of the country, is one market driving greater overall sophistication.

This developmental cycle is analogous to the advent of craft or micro beer and the consumption/distribution channels that sprang from it: More supply flooding the mass-distributed average product market increasingly gives comparative evidence to consumers; well informed aspirations for something "better" fuel higher expectations; the demand for quality begins to marginalize sub-par producers; the quest for best-of-class product experiences opens up the volume opportunity for a premium grade market; more of the best brands settle for nothing less than achieving premium standards, pivoting premium makers into consistent profitability models.

Healing Gardens will create an infrastructure of flexibility and accommodation to promote strategic and operational agility. Essentially, we want to build a streamlined, plug and play installation comprised of proven, best-of-class systems so that roles and functionality have the potential to become interchangeable, where appropriate. Our facility will be an engineered-by-design 'space' where operators will want to work, supporting consistent thruput, ease of compliance, and accommodation of robust security features to protect business continuity.

We see tremendous advantage in operating with a state-of-the-art baseline led by personnel who, while specialists in their primary domain, are by nature multi-disciplinary and capable of skills advancement. Optimization of premium grade product production in today's agriculture and manufacturing environment requires that the same high standards expected for product outputs be equally prioritized in the facility, equipment, safety and security, branding, customer experience, employee wellbeing, and host community relations. Healing Gardens intends to execute the concept of premium grade, or exceptional quality, across every execution point in its business model.

As the global push for sustainability standards and responsible resource utilization continues to guide the cannabis industry forward, Healing Gardens expects to evolve over time with deployment of various proven solutions increasingly involving sustainable efficiencies, renewable energy, and next-generation smart practices. Our operations team will only consider proven, 'warhorse' manufacturing design and operations options to capture cost savings while continuing to meet and exceed EU Good Manufacturing Practice requirements.

The HG facility in Plymouth will be certified to the most rigorous health and safety standards for production of the cleanest, safest, farm-quality products. Once fully operational, we anticipate our single largest cost to be energy whether from lighting, heating, cooling, pumps, fans, or other equipment.

The HG team will seek to custom architect ways to save on energy costs (the single largest expense in a cannabis business), eventually entailing new approaches to the management of electricity, heating, and cooling. There is, over time, the potential for securing partnerships that create new value by significantly minimizing risks associated with cost escalation, production throughput, to-market velocity, power outages and other disruptions.

Our model also seeks to reduce the financial expense and time-to-market costs in raising capital, securing partnerships, standing up a grow function, and waiting out a full cycle harvest season. Recognizing the importance of timelines in good strategy, we are considering pursuing standing up the Co2 extraction operation first and going to market with oils products concurrent to bringing the cultivation operation online.

The HG leadership team recognizes the potential opportunity once Federal law, and any related restrictions, are lifted. Our objective is to be fully stood up, revenue positive, well positioned and leading in our niche to be an attractive and preferred entity with which to collaborate. Upstream operators in the pharmaceutical, food and beverage, cosmetic and other industries are now involved in discovery, research, intelligence sharing and planning on the assumption that legalization is inevitable. The FDA is actively engaged; safe banking legislation is moving closer to adoption. With the help of our future partners, our goal is to optimize the mix of human and technological resources, capital, operational throughput, and business acumen to drive benefit to all our stakeholders.

### **The Healing Gardens Development Project: Unique De-Risking Advantages**

For investors, brand developers, strategic/JV partners and community stakeholders, the HG business strategy and development model deliver unique advantages that reduce financial and operational risk. These include:

- ♦ Executing on a wholesale extraction play first while concurrently completing the full facility buildout. This sequence will lower startup losses by some \$500K, generating earlier revenue partially offset by earlier hiring, but mitigating carrying costs from idle equipment. It also enables greater flexibility in the ramp up timeline for personnel.
- ♦ Bringing added advantage to future outside-of-market brand partners looking to establish relationship equity as they proceed through standing up their businesses in Massachusetts by utilizing our team's deep roots in the state business ecosystem.
- ♦ Avoiding the typical real estate carrying costs that can stress an enterprise during its development-to-launch phases as President Peter Krukiel owns the building.
- ♦ Maximizing the use of smart technology (e.g., crop yield management software development) and other advanced methods of manufacturing facility architecture by leveraging the network, expertise, and resources of our leadership team which individually and collectively has a career history in the Massachusetts technology hub.
- ♦ The ability to offer uncommon competitive lease pricing (avoiding the unsustainable cannabis premium) to future operational or brand partners due to our owning the primary asset. Sets in place a sustainable business model that shields any partnering enterprises from the gyrations of the looming wholesale pricing recalibration.
- ♦ Risk mitigation assurance from the exceptional business execution track record of HG management team members, all of whom are established leaders in their respective disciplines and recognized experts in building out similar projects considered to be defining new standards for the cannabis industry.
- ♦ An inherently flexible business model that will enable the entering into of joint ventures, co-licensing (where permitted) partnerships, and other creative arrangements. This approach strengthens our ability to be opportunistic and agile as market conditions change or evolve.

## 📁 Strategic Objectives

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- ▶ Execute on one of the two financial model options developed (see Financial Model Projections spreadsheet): One cultivation model with extraction from internally grown biomass beginning Q4 2024; the other “wholesale extraction” which will generate earlier revenue beginning in 2023 if biomass can be successfully sourced from external partner cultivators.
- ▶ Execute an accelerated capital raise to secure \$8.5M to become operational, thus reaching by 2025 a net \$4-4.5M required to generate \$7M in revenue and \$3.5M of EBITDA.
- ▶ Deliver to market a qualified, de-risked, and fully permitted operation developed within global standards that also aligns with next-gen innovations as they emerge out of industry growth.
- ▶ Achieve a 25% share of the niche segment of the premium grade wholesale cultivation market in Massachusetts over the next five years.

Targets are the mature, stable, financially sound channel operators who are themselves advancing a differentiated niche leadership position in the premium product category.

- ▶ Achieve business diversification within the premium niche: Customer experience (engineered member experience, touch point lifecycle), channel partner relationship structure, supply chain/inventory/sourcing operations, online/mobile engagement.

Grow and harvest premium cannabis plants, extract (via a Co2-based process) oil to serve partner companies in infused lines (edibles, tinctures, therapeutic topical creams, etc.). Concentrate products most likely to be produced by HG may include distillate, oil, sugar, and terp sauce.

Where appropriate, partner with innovators across the cannabis value chain that place a premium on operations standards to achieve business scalability and market leadership.

Model and utilize lean cannabis, smart technology, and sustainability/ESG approaches to resource utilization.

- ▶ Price any leasing, ownership, or joint venture options to hedge against the inevitable pricing recalibration from the market’s resetting of supply vs. demand (in Massachusetts, the next 18-36 months).
- ▶ Create differentiated value in end-to-end operations design, process development, facilities utilization, and human interaction to build a smart and agile business footprint characterized by a commitment to solutions for the new challenges now facing cannabis industry enterprises.

Evolve a policy of pursuing a net-zero waste impact while vegetating up to the maximum allowable (and achievable) plant count and crop yield per operator.

- ▶ Focus on yield economics through deployment of top shelf execution skills for a basic cultivation model: Grow capacity, thruput, to-market velocity, structured and nurtured retailer relationships. Commit to an ongoing exploration of alternative operational and technological enhancements (e.g., energy cogeneration).
- ▶ Implement only FFE (furniture, fixtures, equipment) that is proven, no beta opportunism. (Latest inputs/manufacturers are successful enough to be self-innovating from a base of consistency and dependability.)
- ▶ Model existing SOPs and consistently demonstrated technologies compliant across state market regulations to optimize velocity and thruput via plug and play approaches.

SOPs to match machinery and technology already part of the universal installed base. Continuous Quality Control (CQC) on equipment performance must become an automatic (automated) HG SOP.

Seek to lower maintenance costs in time, disruption risk, personnel, and other resources.

- ▶ Focus on in-market customer-centric activities, sustaining leadership, improving valuation, and creating exit options.

- ▶ Deploy a “Domain Ownership” strategy of demand generation that includes a Healing Gardens “Earth and Spirit” brand identity with a ‘courtship of the customer’ (channel partnerships) touchpoint lifecycle.
- ▶ Leverage the physical location of HG in the Massachusetts R&D ecosystem for securing any number of strategic relationship options via upstream JVs as the industry diversifies and Federal prohibition collapses.

### **Key Financial Performance Indicators Represented in our Model**

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Our financial model projecting out operations for the first five years presents two pathways: 1) Wholesale Extraction plus Cultivation, and 2) Cultivation Only. These models are calculated to align with Fit Tests and Analysis produced by Anderson Porter working with the constraints of the current building capacity.

We have projected costs associated with personnel, including management and cultivation labor, within the contexts of fixed cultivation and variable cultivation. This accommodates the best structure for Federal taxes. Corporate overhead commences Day One but can scale to include salaries for Peter Krukiel, a project manager, marketing-sales and accounting functions, etc. Cultivation management can start anytime between Day One and when the first flower rooms are populated; cultivation fixed labor initiates upon the first rooms being populated but variable upon harvests.

- ▶ Wholesale extraction reduces HG startup losses by about **\$500-700K** via generating revenue a year sooner than full operations, but this assumes wholesale biomass can be sourced and extracted.

#### **Wholesale Extraction plus Cultivation Model**

This model requires sourcing trim biomass from other cultivations; we assume no Smalls are sourced and extracted, only Trim since this is a waste product.

- ✓ Extraction commences January 2023 using wholesale sourced biomass.
- ✓ Labor is onboarded in July 2022 ahead of the extraction.
- ✓ 170 lbs. of biomass extracted per quarter: 680 lbs. in 2023, 471 lbs. in 2024 (equivalent to the Trim generated by the cultivation).
  - Revenue begins Q1 2023; \$1.6M for 2023, \$3.4M in 2024 (\$1.1M in wholesale extraction and \$2.3M in cultivation); then 2025-2027 is the same at \$7.2M in 2025, \$6.5M in 2026, \$6.2M in 2027.
  - EBITDA losses total \$961K until EBITDA profitability in Q3 2024; it nets positive generating \$657K in 2024, \$3.5M in 2025 at a 48% margin, adjusting (due to projected finished product market-pricing recalibration) to \$2.5M in 2027 at a 41% margin.
  - Net income losses total \$1.5M through Q3 2024, turning positive in Q4 2024 at \$426K, then generates \$1.6M in 2025, \$1.1M in 2026, \$889K in 2027.

Note: Net income is after 280E taxes of \$800K-\$1M each year 2025-2027. If Federal 280E is eased by de-scheduling cannabis or legalization occurs, this tax would be eliminated. \$4M of capital is recommended to bottom at a minimum of \$262K of cash in Q4 2023.

#### **Cultivation Only Model**

- Revenue begins in 2024 at \$2.3M, then \$7.2M in 2025, \$6.5M in 2026, and \$6.2M in 2027.
- EBITDA losses total \$1.6M until EBITDA profitability in Q3 2024; it nets positive generating \$3.5M in 2025 at a 48% margin, adjusting (due to projected finished product market-pricing recalibration) to \$2.5M in 2027 at a 41% margin.
- Net income losses total \$2M through Q3 2024, turning positive in Q4 2024 at \$426K, then generates \$1.6M in 2025, \$1.1M in 2026, \$889K in 2027.

Note: \$4.5M of capital is recommended to bottom at a minimum of \$154K of cash in Q4 2023.



## **Plymouth Facility: Ground Game**

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### **Local Context**

Despite its consistent support of, and cooperation with, local entrepreneurs pursuing cannabis businesses, the Town of Plymouth is experiencing cannabis fatigue due to tough fights and letdowns involving various applicants and awarded licensees. While this situation is unfortunate and resolving itself, it poses an opportunity for Healing Gardens to lead a resetting of Town relations for local cannabis business due, in part, to President Peter Krukiel's commitment to local ownership and attentive corporate citizenship.

Tensions developed out of one new licensee's decision to flip their license for \$20M and sell to MSO Zen Leaf before opening the business, having agreed with the Town to comply with its expectation that his enterprise remain locally owned. The Town opposed suitor Zen Leaf and as a result, the license transfer created ill will. Zen Leaf now leases a building nearby that is owned by an individual with whom Peter enjoys a positive relationship.

Zen Leaf is hoping to build a 16,000 sq. ft. Adult Use grow facility despite continuing opposition from the Town. They are experiencing competitive pressure by another MSO, Elevated Roots, which has a successful retail presence a half mile away in Kingston. Meanwhile neighboring operator 3M, now owned by MSO Verano, is a medical and recreational grow facility of some 15,000 sq. ft. that encompasses a walk-in retail.

The Town of Plymouth has no cap on the number of cannabis operator licenses available or that may be held on one site, which bodes well for the longer-term expansion and diversification goals of Healing Gardens. They understand the potential multiple operator nature of our project. (The series of buildings where HG is clustered is becoming known as "Cannabis Alley".)

Peter Krukiel continues to be actively involved as CEO of his Plymouth-based industrial services company, which is housed in what will become the HG facility. He maintains a strong commitment to local community engagement through positive personal relationships with the Town and Board of Selectman (one Board member owns the Flaherty Building next door to Healing Gardens). Attentiveness to Town concerns has engendered support for the development of Healing Gardens and we intend to model the notion of exceptional local corporate citizenship.

### **Ground Game Execution Strategies and Tactics**

European Union Good Manufacturing Practices (EU GMP) is the highest certification recognized in the pharmaceutical space, the gold standard for building general trust and confidence with clients and partners, and necessary for being attractive to future upstream cannabis partners. EU GMP standardizes practices in production, handling, storage, and packaging.

As full Federal legalization is inevitable, interstate distribution and ultimately the import and export of cannabis products will follow. EU GMP is a globally participated certification applicable in the international sourcing of consumer products or inputs.

Our Healing Gardens business model includes a commitment to ongoing identification and, when appropriate, capturing of opportunities to reduce waste and pollution. We expect to increasingly deploy methods and tools to responsibly utilize resources (such as materials, water, energy, infrastructure, and other natural inputs) to achieve revenue and profitability objectives. In the future, a range of options may become viable especially as we seek to expand our footprint, such as microgrid technology, combined heating and cooling, cutting-edge battery storage systems, supplemental sustainable energy production, Solar PV, and geothermal to name a few.

As part of his purchasing the property in 2018-19, President Peter Krukiel had Phase One of an Environmental Site Assessment completed in conformance with the scope and limitations of ASTM Practice E1527-13. The assessment revealed no evidence of recognized environmental condition. Healing Gardens will continue to ensure that the property complies with the full complement of environmental analysis and site assessment reviews that may arise as we proceed through the development phases. *Our strategies and tactics are:*

- ♦ Once having determined which financial model to execute, develop and secure key sourcing relationships with external partner cultivators to supply biomass needed for launching the wholesale extraction operation concurrent with completion of the canopy buildout.

- ♦ Finish de-risking and permitting the Plymouth site; continue the Stage Gate process with Anderson Porter; vet general contractor candidates.

As noted, we intend to potentially stand up the extraction operations first, during Phase One, along with building out the shared and adjacent spaces, then finishing the separated grow canopy and ancillary support areas in a construction environment of optimum safety and security compliance.

- ♦ Current design program phase to move into a sequenced accelerated build out period with all work and permitting at the site expected to be completed by Summer 2023, becoming fully operational no later than Q2 2024.

A neighboring parcel, owned by a long-time town activist, has the potential to become available to HG in due course (depending on negotiations). If agreement is reached to enable Healing Gardens control, a larger grow canopy and expanded extraction operations could be realized (subject to CCC approval) for a license upgrade.

- ♦ Ensure that a Co2 extraction process and its supporting business operations are compatible with a primary focus on the functional requirements of a premium grow operation.
- ♦ Execute property development in a manner that creates options out of any unanticipated market fluctuations. Options may include leasing as a turnkey facility or build-to-suit.
- ♦ Coordinate personnel recruiting and onboarding, the finalizing of SOPs, and equipment installation and training with accelerated equipment procurement (product vetting, team review, specs and pricing negotiation, delivery timelines, installation logistics, contracting).

- Determine and order switch gear (current timeline averages 20-30 weeks; chillers 30 weeks).
- Determine whether to go with an electrical, water-cooled, or a DX (direct exchange) system. Thoroughly calculate HVAC and fertigation as HVAC humidity control will be an operational priority.
- Determine the space configuration and structural impact with emphasis on flow and operations efficiency.

Total square feet of facility: 23,000. 13,500 are available. If A&G Industrial Services, Peter Krukiel's firm, moves out of its current occupancy some additional 9,500 sq. ft. of office, warehousing, and manufacturing space would become available and still fall within HG's HCA award and Tier II level license.

Prioritize air circulation through the interstitial spaces as it affects the mechanical requirements.

- ♦ A phased approach to the design-build with sequencing is possible. Anderson Porter's Test Fit 3 has the manufacturing and extraction portion on the addition's second floor completed first, along with some rooms on the first floor. All work will incorporate human systems design for optimal vertical integration.

Test Fit 3: 6 Flower Rooms (2-tier), 3,712 CSF; 2 Veg Rooms (3-tier), 1,536 CSF; 1 Mom Room (1 tier), 256 CSF. Total – 5,504 CSF.

- ♦ Ensure compliance with MA CCC new and emerging requirements regarding energy utilization, such as submission of energy efficiency plans and data reports; demonstration of energy efficiency and conservation in our overall planning and facility "operational life"; as well as conservation via data use in cultivation lighting, dehumidification, HVAC, and associated costs of greenhouse gas emissions. In addition, we will consider renewable alternative sources, where practical; apply demand reduction strategies; and explore available and eligible state efficiency programs.

As we scale our model, Healing Gardens wants to become a next-generation innovator for the cannabis industry, which encompasses a facility using advanced practices with electricity, heating, water, wastewater, waste heat, waste Co2, security, distribution and logistics, and human capital. We are committed to ongoing consideration of solutions involving our infrastructure and land-use model to help reduce the burdensome high costs of cannabis operations while increasing reliability of vital inputs in production.

Smart technologies we will consider include monitoring capabilities controlling environmental growth conditions and output parameters involving surface and air temperature, watering schedule, humidity, illumination strength and wavelength, fertilizer application timing and formulation, plant weight and size, flower production, root health and plant yield. The same standards will be applied to the installation and compliance of our Intrusion Detection and CCTV-Closed Circuit TV systems, Diversion and Access Control, Reporting and Training.

## **Go-to-Market Execution**

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Utilizing the expertise and established infrastructure of our leadership team members, we will hone the targets and tools to drive accelerated outreach campaigns that are integrated and interdependent:

- ✓ Conduct a prospective investor matchmaking campaign to the wide network of direct and referral relationships in our network as well as in the colleagues and alliances network of our other leadership team members.

President Peter Krukiel will play a key role in deal negotiation and structuring as Principal, with the support of our experienced Counsel Blake Mensing, Esq., of The Mensing Group.

- ✓ Secure contracted alliances and/or partnerships: Cannabis brand product producers, Adult Use retail operators, external cultivators, ancillary value-add operators – all contributors to achieving the financial performance goals.

Our experienced approach is to emphasize integrated multi-stakeholder relationship management: state and local government; host community; CCC; pro-cannabis agricultural operating influencers; the investor/financial community and their trusted advisors.

Recruit inputs from the cannabis equivalent of crop specialists (seed-to-store developers) to position HG for JVs with upstream manufacturers destined for industry leadership in the next industry phase.

- ✓ Support Peter in his role as the direct touch point for relationships with the Town of Plymouth and its broader business/citizenry as well as chief project spokesperson. Hyper-manage these relationships for support of HG on a continuum.
- ✓ Complete preliminary content pages of the web site at the secured domain, [www.TheHealing-Garden.com](http://www.TheHealing-Garden.com).
- ✓ Establish a Healing Gardens corporate page on LinkedIn; disseminate company and project news via LinkedIn leadership team accounts; leverage LinkedIn direct contacting and cannabis industry group participation as well as industry online events etc., where both prospective investors and strategic partners are accessible for engagement.
- ✓ Regularly update the investor deck to maintain freshness of content and value proposition impact.
- ✓ Set up an internal project management platform via MS Smartsheet to articulate, track, and account for all the sequenced activities in the go-to-market program. Use the Smartsheet platform to support project visibility for the entire leadership team and as a tool for ongoing team meetings designed to review, tweak, and close on various incremental activities to meet the business goals.
- ✓ Once the project becomes partially, or fully capitalized, create a full-blown marketing strategy aligned to the needs of a business closer to launch and in the subsequent first years' operations.

## Target Market: Retailers, Brand Producers, Partners

**Primarily** we are targeting the growing number of Adult Use retailers who are successfully operating and will view the premium grade product from Healing Gardens positively:

- ▶ As a hedge against the fallout of less fulfilled customers who are left to consuming products derived from mass market, average-quality flower (an increasingly recognized dilemma in Massachusetts)
- ▶ As a niche customer builder and business sustainability assurance play against state saturation, where every cannabis retailer becomes indistinguishable from another (already underway in Massachusetts)
- ▶ As a growth lever for securing the emerging segment of sophisticated and discretionary customers who resonate with premium value in both its cost and consumption experience

HG's target prospective customer and/or partners (in bold), based on the current state installed base:

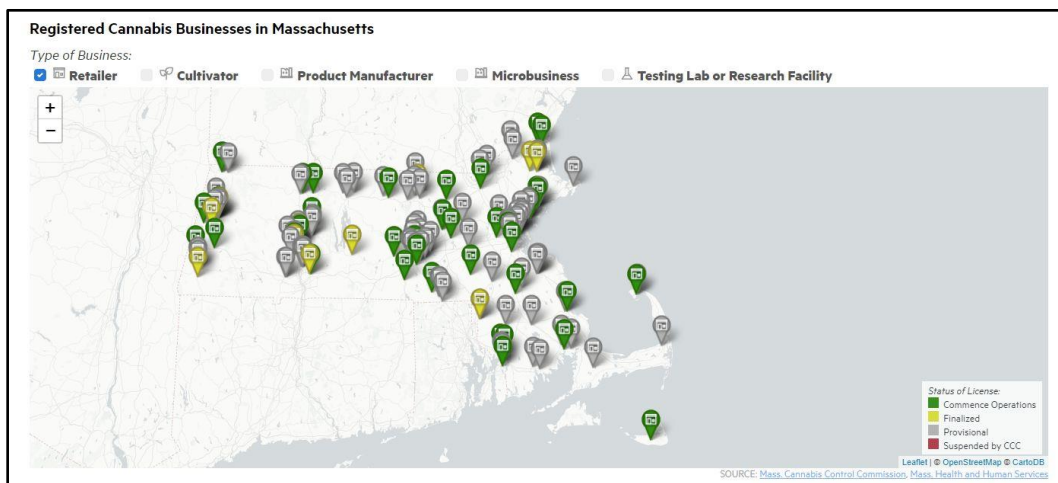
- ▶ **194** retail licenses
- ▶ **56** product manufacturing licenses
- ▶ **4** micro business licenses (one with a delivery endorsement)
- ▶ **73** cultivator licenses
- ▶ 6 courier licenses
- ▶ 8 independent testing laboratories
- ▶ 2 transporter licenses (combined with other existing cannabis establishment licenses)

Our experience in Massachusetts has demonstrated that local single-state operators are as likely to be well capitalized relative to the size of their projected operations as MSOs, warranting a thoughtful mix of each as a diversification strategy for risk reduction.

**Secondarily** we are targeting product producers (who need our outputs to finish their market penetration) as well as emerging national product producers. These include the numerous sport and entertainment celebrity brands where the premium standard is core to their competitive differentials. Most of them are interested in achieving a position in the Massachusetts market. Additionally, there are unique brands based on other value(s) drivers, such as organic growing or women-owned enterprises, which have peaked their success in the state market of origin and require moving into another aligned state in order to expand.

Overall, as we conduct outreach to build revenue, a range of entity types may be suitable partners but fundamentally all of it rests on the real aggregate value of a Joint Venture, co-branding, strategic alliance, merger, etc. The plant-touching universe for building our own revenue supporting ecosystem includes external cultivators, product manufacturers, testing laboratories, R&D firms, packagers, labelers, distributors, transporters, technologists and (eventually) upstream leaders in traditional sectors (e.g., CPG).

### Bird's-Eye View: Partner, Customer, and Competitor Terrain *(Click to View an Interactive Map)*



**Competitive Market and Context Analysis**

Investors understand the criticality of opportunity moments. Cultural acceptance of legal cannabis for recreational purposes, combined with its growing health applications, is amassing consensus for full legalization with positive impact upon the U.S. economy.

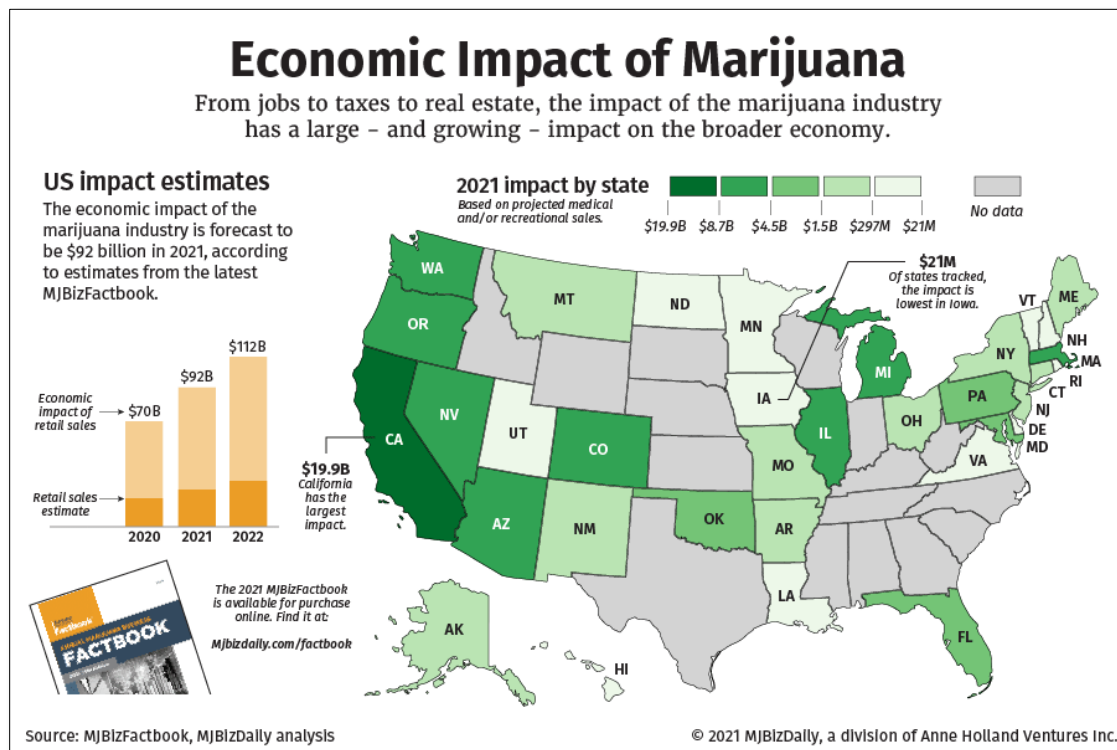
States have not only tasted the nectar of dramatic increases in tax revenue they have embedded it into their budgetary structure. With an average CAGR (Compound Annual Growth Rate) in range of 35%, and new states adding medical and/or Adult Use markets each year, the lure of tax revenue and good paying, skilled-based employment is leading to an inevitable pivot.

With a confluence of appealing dynamics in the public and private cannabis markets, investors are taking notice of the unique opportunities now emerging:

✓ “Private cannabis companies may present attractive investment opportunities for those who can navigate the industry. The Federal Reserve and government stimulus have driven broader public equity markets near all-time highs, despite risks to earnings. It has flooded debt markets with billions in liquidity to support leverage across the economy and housing values that underpin household wealth. As a result, debt markets trade at low yields, which offer reward-less risk. Potentially a better risk/reward, private cannabis valuations are deflated, and debt yields are in the teens and higher. Under current realities, the relative return profile of private cannabis opportunities warrant consideration.” (Gacicia, 2020)

Now, in 2022, the U.S. economy is returning to pre-COVID GDP levels and a low unemployment rate. Cannabis is experiencing valuation lows that are now trending up, while product consumption continues to be widespread and is climbing to new all-time highs.

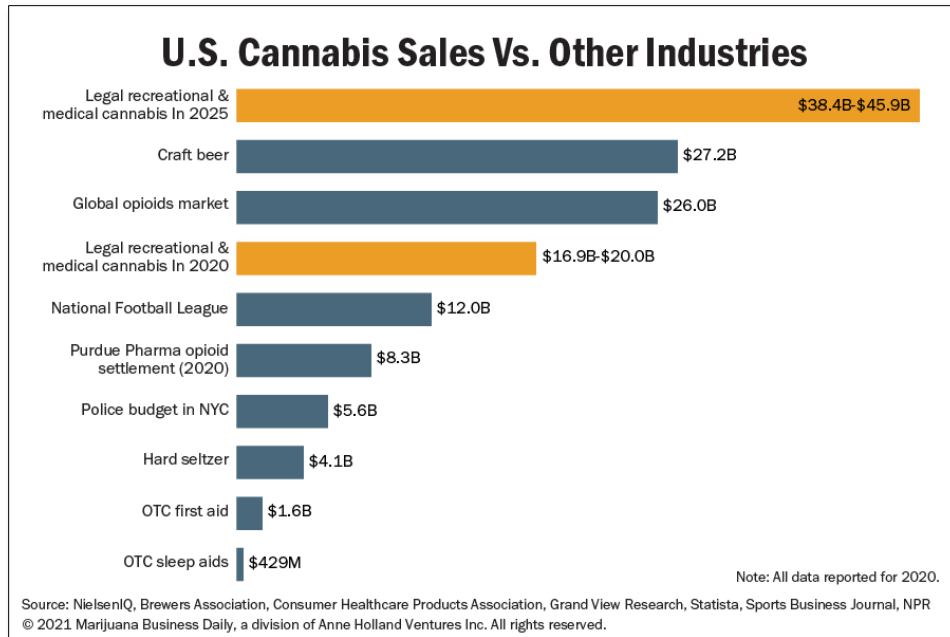
- ♦ Investment of North American companies in 2017 (Fortune): **\$10B**
- ♦ Capital raised by public cannabis companies in North America in 2019 (Flowhub): **\$394.1M**
- ♦ Accounting of the global cannabis market in the U.S. (Forbes): **90%**



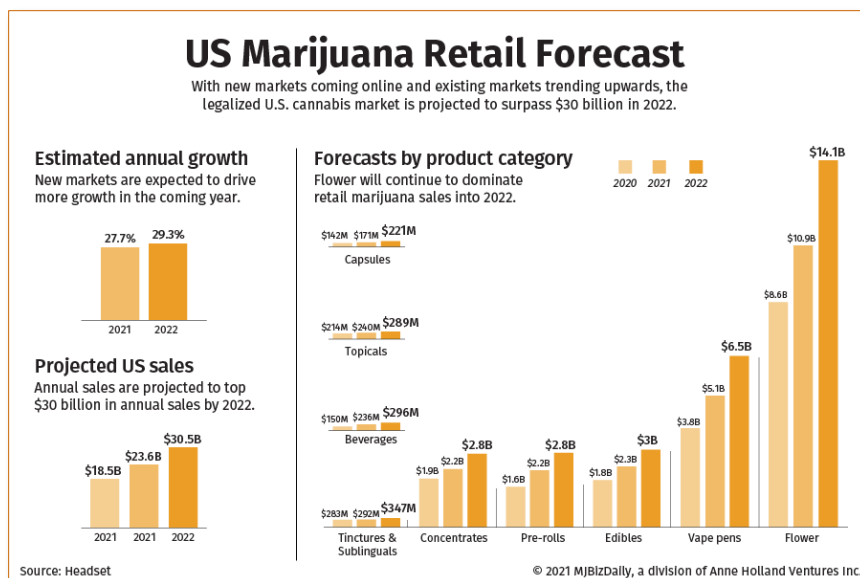
### COVID Pandemic Validates Industry Resilience

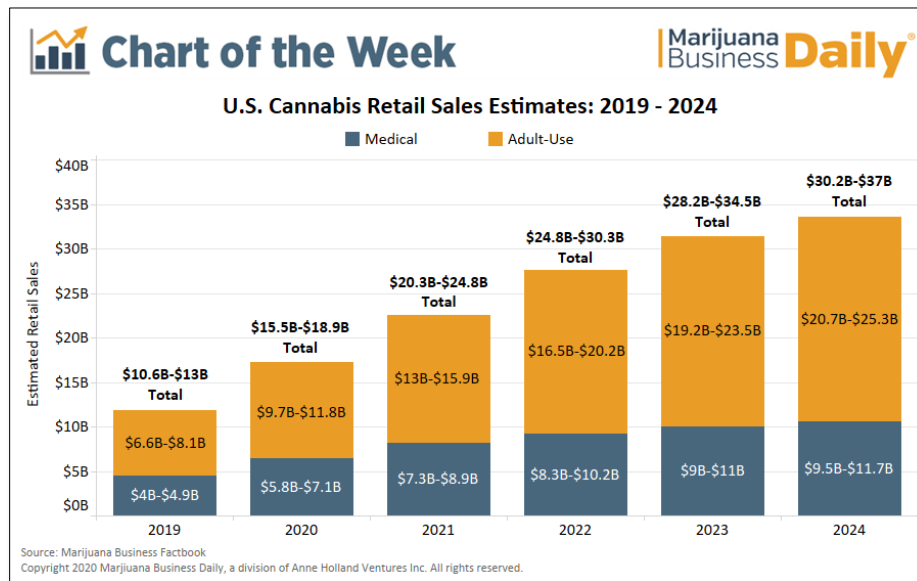
Cannabis has now been established fairly consistently across U.S. state markets as an “essential business”, no less demonstrated by the declarations of more than a dozen governors as they determined the commercial entities that were permitted to continue operations during the height of the COVID lockdown.

More than a dozen states designated cannabis stores and medical dispensaries essential businesses, along with pharmacies and grocery stores, as the coronavirus hit. At one point during the height of the pandemic, The Associated Press reported that first-time purchases of cannabis were up more than 50 percent (March 2020).



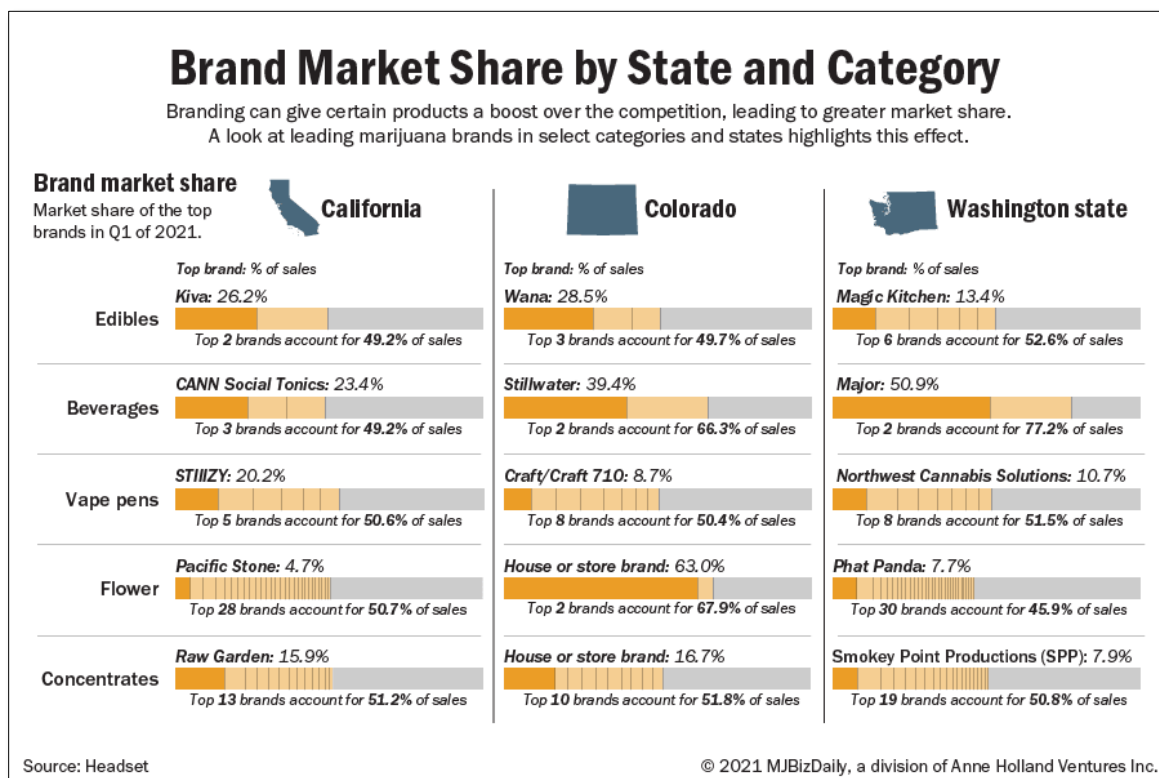
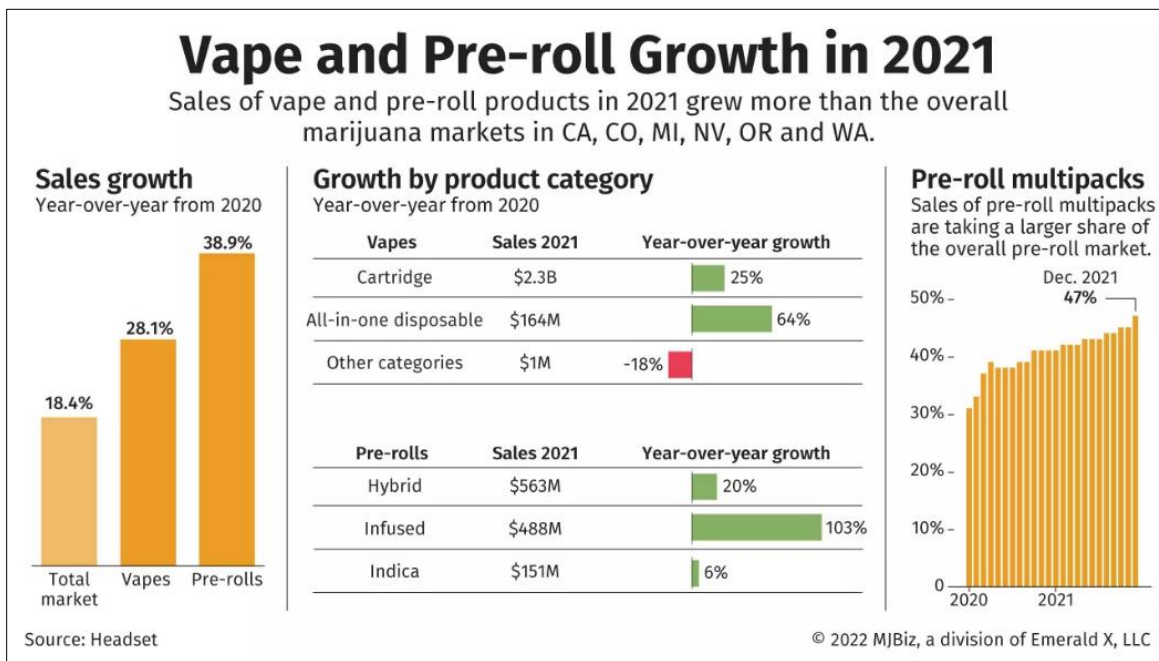
- ◆ The expected global market value of legal cannabis by the end of 2025 (*Grand View Research*): **\$146.4B**
- ◆ Cannabidiol (CBD) market value by this year, 2022 (*Rolling Stone*): **\$22B**
- ◆ Global spending on legal cannabis by 2027: **\$57B**
- ◆ Total legal spending in the U.S. will reach **\$31.1B** in 2024 (CAGR 23%), from \$9.1B in 2018 (*Arcview*)
- ◆ Contribution of cannabis businesses to U.S. economy by 2024 (*Marijuana Business Factbook*): **\$130B**





- Vapor pens and pre-rolls continue to grow in popularity among U.S. consumers seeking out more potent products; they were the second-largest category by revenue behind flower in 2020 and 2021, netting nearly **\$2.6B** in retail sales last year across six Adult Use markets (*Headset*).
  - The pre-roll category rose from fourth-largest to number 3 with 2021 sales at **\$1.42B**, unseating edibles from the top three highest-revenue categories.
  - Vapor pens rose **28.1%** and pre-rolls **38.9%** from 2020.
- ♦ Consumers are **looking for more potent products** and are **willing to spend a premium** for them.
  - ♦ Vape consumers are willing to spend more per month on cannabis.
  - ♦ **51.5%** of vape consumers spend more than \$150 per month on cannabis compared to **42.8%** of the general cannabis consumer population.
  - ♦ Mature consumers, **cannabis connoisseurs**, want more from their products, including minor cannabinoids and terpenes.
  - ♦ Vapes formulated with live resin and rosin have grown in popularity, offering a more “whole-plant experience”.
  - ♦ People are **leaning toward pricier, higher-quality vape**.
  - ♦ Consumers are appreciating terpene content and ‘closer to flower’ flavor profiles, despite a higher price point.
  - ♦ Brands looking to compete in the pre-roll sector should also consider using higher-quality flower.  
(*Brian MacIver, senior cannabis insights manager, Brightfield Group*)
  - ♦ Infused pre-rolls (often made via applying concentrates or cannabis oil to flower) was the second-largest segment in 2020 and 2021 with sales more than doubling.
  - ♦ Consumers are **looking for more potent products**.  
(*Nirvana Group*)
  - ♦ Pre-rolls have become more interesting and exotic over time, more interesting than the pre-rolls of five years ago.  
(*Steve Gutterman, CEO of Falcon Brands*)

From March 2022:

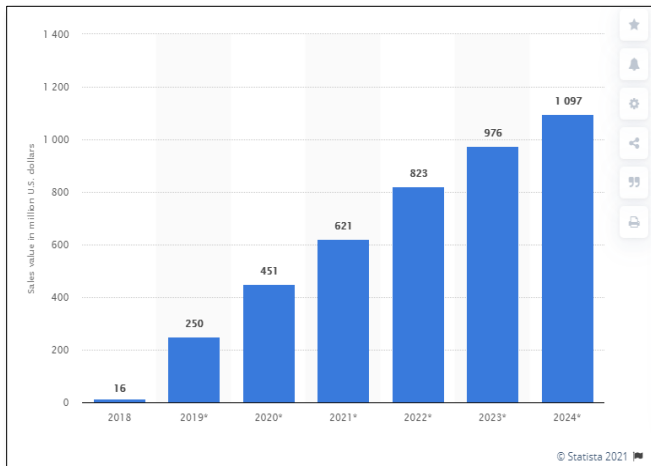




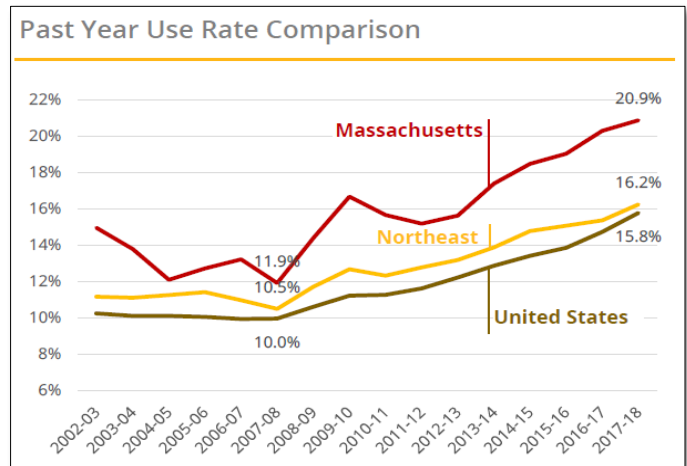
**Massachusetts: Hyper-Competitive, Widespread Consumption, Preferred Customer Base, Retail Saturation**

A quickly maturing market like Massachusetts, with an over-21 population of 4.5M (greater than the population of Oregon), achieved 2021 total Adult Use cannabis sales of \$1.33B, up over 90% from 2020 sales of nearly \$700M. The MA CCC reported Adult Use retail sales for January 2022 at \$112.6M versus a downwardly revised \$127.2M for last December. That reflects an 11.5% decrease month-on-month. Year-on-year, January sales rose by 29.4% versus in January 2021, which reported \$87.1M. Average daily sales were \$3.6M in January, an 11.5% drop from the downwardly adjusted average daily of \$4.1M in December.

**Massachusetts Adult Use Sales Forecast: 2019-24**



**Trend Lines: Cannabis Consumption Rates**



### Adult-Use Sales Soar in Massachusetts

Recreational marijuana sales in the state this year already have exceeded last year's total and are projected to double between 2021-25.

**Licenses issued**  
As of Aug. 9, 2021

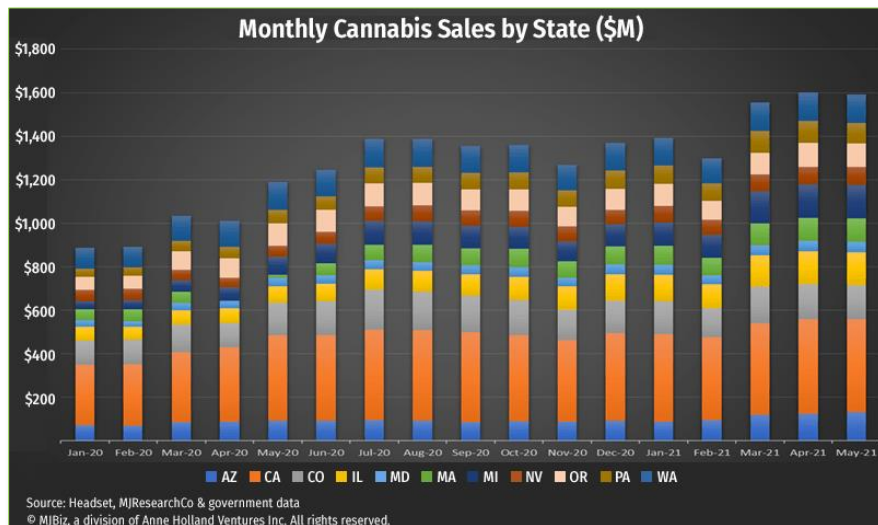
- Retail: 168
- Cultivation: 83
- Processing: 64
- Testing: 6
- Microbusiness: 4
- Transport: 3

**Massachusetts**  
Population: 7.1 million  
Square miles: 7,801  
People per sq. mile: 883.5

**Adult-use sales and projections**  
Sales as of Aug. 12, 2021. Projections are high end of range.

Sources: Massachusetts Cannabis Control Commission, MJBizFactbook © 2021 MJBizDaily, a division of Anne Holland Ventures Inc.

Consumption research for Massachusetts indicates women now use cannabis more than men, with 53% having tried it compared to just 42% of men. 6% of female respondents surveyed said they have used cannabis daily (MA CCC, 2019). 18% of American consumers, age 18 to 29, use cannabis (Fit Small Business, 2019) and this year, 2022, U.S. Adult Use sales are expected to be double of medical sales (The Motley Fool, 2018).



**Massachusetts Quality Gap is an Issue: Market Opening for Healing Gardens**

Our design firm Anderson Porter affirms our view, formed from direct in-market experience, that Massachusetts suffers from a generally low-quality installed base of cultivation facilities, which is now creating an opening for Healing Gardens. The current low base standard makes HG competitors' more vulnerable from operations inferiorities, exposing those competitors to a range of risks including eroding customer loyalty.

There are complaints currently before the MA CCC where employees are noting a lack of response from management to concerns about indoor air quality, mold spores, and other health and safety exposures. For some time, operators have had the 'luxury' of dismissing quality issues as irrelevant in the context of extraordinary high volume, low margins, 280E, and other issues.

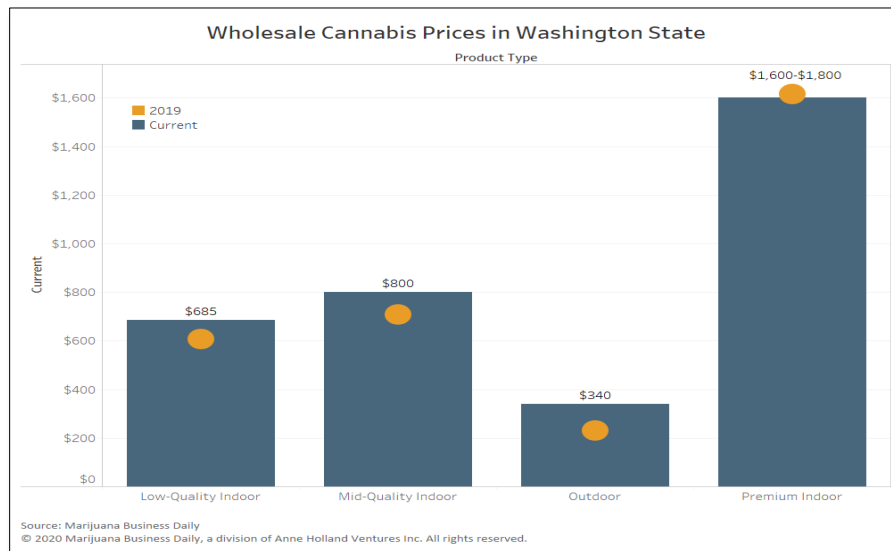
Anderson Porter also notes that too many operators are pushing beyond the limits of a given facility and its predetermined scope of horticultural processing that it has been designed for – and that it can effectively accommodate. As a result, competitors may be unable to go toe-to-toe in 'premium' as that niche continues to open up.

**Massachusetts Market Maturity: A Shifting Wholesale Pricing Dynamic**

From reported data and reliable in-market anecdotal evidence, price cutting at retailers is extending across product lines beyond flower, especially with vapes (2-for-1 and other discounting). Struggling retailers with little or no ability to create meaningful customer experiences (and therefore build loyalty) thwart repeat customer engagement.

In the long run, price cutting will engross struggling retailers in a continuous, costly loop of finding new customers. High customer churn translates into retail operations challenges such as key employee retention, cash flow instability, inconsistent supplier relationships, growth and expansion curtailment, and investor unrest. For the HG extraction operation, the distillates and infusions markets remain strong while some evidence suggests risk regarding potential price compression over time.

Most encouraging for Healing Gardens is the track record of state market support for a premium or craft-grade upscaled grow model. In 2018, Oregon and Washington state experienced a pricing recalibration resulting from changes in their laws that escalated growth in outdoor cultivation operations. Biomass per-pound prices dropped to \$450-\$500 yet premium or craft growers, especially those with competent management teams, maintained \$1,600-\$2,600 per pound. (*Cannabis Benchmarks, February 2022.*)



### A Jittery Ride for Per Ounce Retail Pricing

While new cultivation licenses and their attendant operations stand up, wholesale prices for the Massachusetts Adult Use market remain among the highest in the U.S. With more retail locations coming online, supply could remain strained before enough production facilities create consistent flow levels that then trigger market recalibration. The impact of any expanding premium product niche on wholesale pricing has yet to be determined.

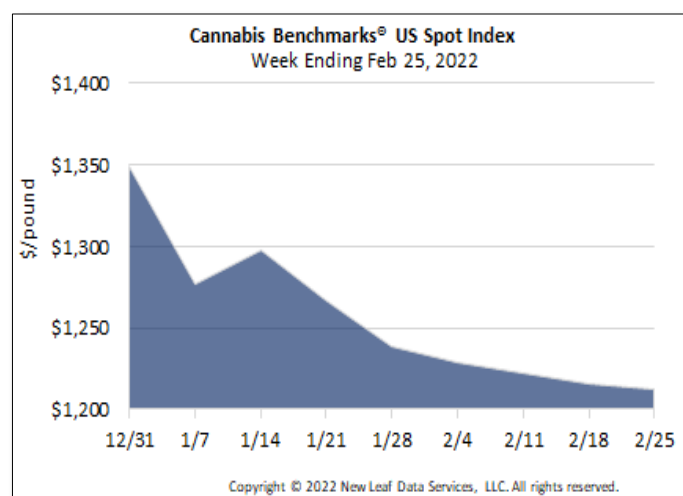
Nevertheless, while many believe the upper limit on pricing is getting closer, the CCC reports the average price per ounce fell from \$371.66 in last December to \$367.50 this past January (the highest 2021 per ounce price was \$380.38, achieved in November). The retail per pound price was \$5,800 for October and \$6,086 in November. Spot has declined over 17% since mid-January.

Adult Use cultivators who commenced operations in early 2021 now have crops coming in and are beginning to produce at scale. Many analysts view this recent decline as the new suppliers having initially discounted their first harvests as a play at gaining market share, a pattern seen in other states. Wholesale flower prices vary based on how the material is trimmed and its testing results; hand-trimmed flower (as in a premium or craft methodology) with high THC levels (20% or more) attract higher prices.

In 2020, pounds of wholesale premium indoor-grown flower in Massachusetts were reported at \$4,200 (versus \$3,500 in 2019) while the average quality indoor-grown flower was at \$3,800 (versus \$2,800 in 2019). As expected, consumers paid the price with an eighth of an ounce of Adult Use flower reported then at \$60-\$70 at in state retailers.

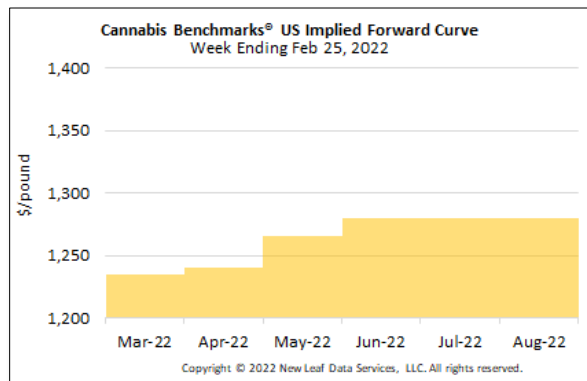
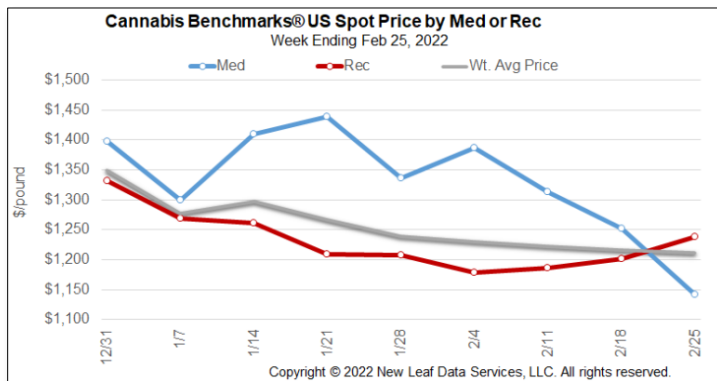
### Truth be Told: The Harvest Data Speaks

Reported data reveals a measurable increase in the Plant Harvested Count across U.S. state markets. Comparatively for January 2021 it came in at 46,000 versus nearly 40,500 for December 2020. For year-on-year counts, January 2022 is way up to nearly 32,700 from January 2021. A notable outdoor crop for 2021 harvested 56,275 plants in October.



### U.S. Cannabis Spot Index Has Decreased 0.3% to \$1,212 Per Pound

The simple average (non-volume weighted) price decreased \$1 to \$1,496 per pound (pp); 68% of transactions (one standard deviation) were in the \$664 to \$2,329 pp range. The average reported deal size increased to 2.5 lbs. In grams, the Spot price was \$2.67, the simple average price was \$3.30. The relative volume of indoor flower fell 2%, while greenhouse flower remained unchanged. Outdoor flower relative volume rose 2%. Washington gained nearly \$4, Colorado skidded nearly \$19, California fell \$26, and Oregon rose \$19. (Week of February 22, 2022.)



### For March: Implied Forward Assessed Down \$15, Closing at \$1,235 PP

The average reported forward deal size was 68 lbs. Proportions of forward deals for outdoor, greenhouse, and indoor-grown flower were 32%, 52%, and 16% respectively. Average forward deal sizes (pp) for monthly delivery of outdoor, greenhouse, and indoor-grown flower were 89, 60, and 51 respectively. This March 2022 Implied Forward represents a premium of 1.9% relative to the current U.S. Spot Price.

	This Week	Last Week	Week on Week Δ
Total	\$1,212	\$1,216	-0.3%
Indoor	\$1,616	\$1,581	2.2%
Greenhouse	\$828	\$837	-1.0%
Outdoor	\$525	\$512	2.6%

### Competitive Snapshot: Massachusetts Top Premium or Craft Producers

Besides the broader statewide network of dispensaries with or without grows, a select number of the premium HG competitors can also be converted into HG wholesale customers, brand partners, and strategic collaborators. As these businesses flourish concurrent with the scaling of the premium product market, they will be looking for not only additional premium suppliers such as HG, but partners for a development collaboration to help create new entrants into their craft portfolios. (Click the dispensary name to view their web site.)

<a href="#">253</a>	<ul style="list-style-type: none"> <li>▪ Handcrafted cannabis products grown “farm fresh” in Turners Falls</li> <li>▪ Strain-specific wholesale products that uphold eco-friendly, quality-focused values</li> <li>▪ Flower, edibles, concentrates</li> <li>▪ Value proposition premised upon producing ‘top-of-the-line’ quality products</li> </ul>
<a href="#">Sira Wholesale</a>	<ul style="list-style-type: none"> <li>▪ Premium wholesale cannabis “sustainably grown and sold with integrity”</li> <li>▪ Cultivation a mix of their exclusive staple strains as well as popular strains from well-established breeders</li> <li>▪ Internal phenotyping and staff-patient R&amp;D programs determine the trending strains in which they focus</li> <li>▪ Grows and markets “only premium flower”</li> <li>▪ Extraction team specializes in concentrate and extract innovation with a focus on small-batch products that emphasize terpene preservation</li> </ul>

<p><b><u>Berkshire Roots</u></b></p>	<ul style="list-style-type: none"> <li>▪ Original stores in Berkshire mountains and Pittsfield; added East Boston</li> <li>▪ 26,000 sq. ft. facility for “craft-grown cannabis from Berkshire County”; what its customers call a hometown feel</li> <li>▪ Advertise “high standards, hand crafted” with a focus on product innovation</li> <li>▪ Premium experiences through “special techniques, unique combinations, and developing recipes with thoughtful, premium ingredients”</li> <li>▪ Seeks a new level of perfection in their EHO extraction practice</li> <li>▪ Upfront mission: A commitment to using their voice for racial injustice within their community and nationally through diversity training, hiring practices, and donations</li> <li>▪ Started as a medical dispensary in 2016</li> </ul>
<p><b><u>Garden Remedies</u></b></p>	<ul style="list-style-type: none"> <li>▪ Touts being committed to sustainable, ethical cultivation and operations</li> <li>▪ Founded in 2013 by a woman M.D.; the only physician/woman-led cannabis company in Massachusetts</li> <li>▪ Dispensaries in Newton, Melrose, and Marlborough</li> <li>▪ “State-of-the-art” cultivation facility in Fitchburg</li> </ul>
<p><b><u>Triple M</u></b></p>	<ul style="list-style-type: none"> <li>▪ Now owned by MSO Verano</li> <li>▪ 15,000 sq. ft. that encompasses a walk-in retail</li> <li>▪ Neighbor to Healing Gardens</li> <li>▪ Medical and Adult Use products serving Southeastern Massachusetts/Cape Cod</li> <li>▪ Named one of the top-rated dispensaries in Massachusetts by Leafly</li> </ul>
<p><b><u>Seed</u></b></p>	<ul style="list-style-type: none"> <li>▪ Located on Center Street in the heart of Boston’s Jamaica Plain neighborhood</li> <li>▪ Owned-operated by women, people of color, neighbors, and former drug war inmates</li> <li>▪ Position themselves as caring deeply about the science and culture of cannabis</li> <li>▪ Retail-only operators with quality, innovative cannabis products</li> <li>▪ Earned their reputation by partnering with boutique craft growers</li> <li>▪ Maintains proactive community partnerships to support a better neighborhood</li> </ul>
<p><b><u>Buds Goods and Provisions</u></b></p>	<ul style="list-style-type: none"> <li>▪ Economic Empowerment licensee focused on raising the bar for cannabis retail</li> <li>▪ Affordable, curated selection of the highest quality small buds in Massachusetts</li> <li>▪ Believes in creating and sustaining a robust policy of inclusion and diversity</li> <li>▪ Focuses recruiting efforts where the applicant pool demographics have a minimum of 25% minorities, 40% women</li> <li>▪ Partnership with Quinsigamond Community College for industry skills development</li> </ul>

**Wholesale Competition: MSOs Continue their Massachusetts Entrenchment**

As noted, MSOs in Massachusetts with their operational scale and volume of outputs in average or sub-standard quality flower are helping to accelerate demand from the preferred customer segment, which will further open the market for premium products where Healing Gardens will capture leadership.

Additionally, the smarter MSOs will see HG as a micro-collaborator capable of helping them better target and capture more share of those most-sophisticated, value driven customers willing to spend more.

With a few exceptions, all multistate operators now have stakes in Massachusetts and are aggressively building out the maximum allowable footprint to take advantage of a dense population and strong demand. Some of the latest MSO moves in the state include:

**Ayr Strategies**

Doubled their canopy with a recent expansion, from 13,000 sq. ft. to 32,000 sq. ft. with plans to build out to the 100,000 sq. ft. maximum.

**Curaleaf**

Their second grow facility in the state will be dedicated solely to wholesale flower.

**Theory Wellness**

Construction on a second cultivation facility is underway.

#### 4Front Ventures

Acquiring cultivator **New England Cannabis Corp.** (NECC) for \$55M to expand their Adult Use wholesale operation. The move will more than double 4Front's total flower canopy to 30,000 sq. ft. with the potential of adding an additional 10,000 sq. ft. It will also almost triple 4Front's kitchen, processing, and distribution space.

#### Parallel (then **Surterra Wellness**)

Acquired **New England Treatment Access** (NETA) in 2019 for an undisclosed price.

#### Cresco Labs

Acquired **Cultivate** for \$90M, plus up to \$68M in earnouts.

#### Jushi Holdings

Acquired **Nature's Remedy** for up to \$110M.

#### Green Thumb Industries

Acquired **Liberty Compassion** in an undisclosed price to add two stores plus a cultivation and processing facility to their existing Massachusetts operations.

#### Trulieve

Acquired a retail store in Worcester for \$13.5M, including \$7M in cash.

Canadian-based and non-cannabis U.S. companies are also looking into Massachusetts. **Scotts Miracle-Gro Co.** is investing in Toronto-based **RIV Capital**, which is targeting emerging U.S. cannabis markets.

#### **Extraction Operations: From Supplemental Opportunity to Helping Drive Our Market Leadership**

As projected in the accompanying HG financial model, which is based on the current size, configuration options, and production capacity of the starter state of our building, we intend to execute one of two options regarding the timeframe for launching a Co2-based extraction play.

The Massachusetts state market is supporting a significant revenue opportunity for HG extraction in due course, driven by changing consumer preferences, product innovation, and an array of retailers that recognize advantages in differentiating through premium selections.

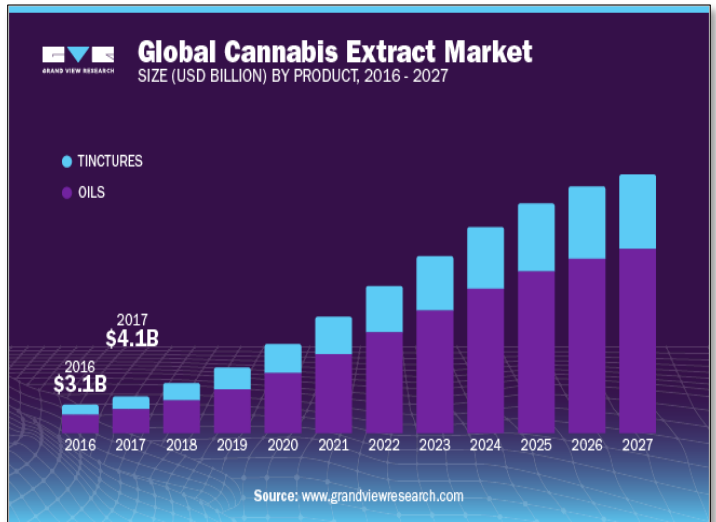
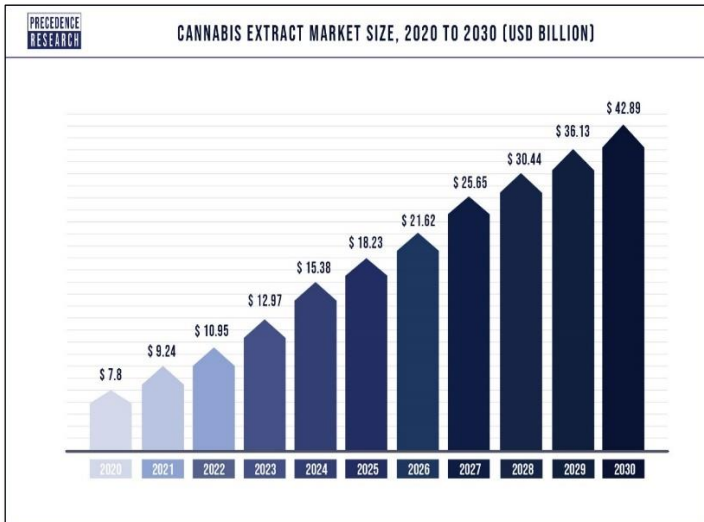
Industry wide, opportunities in extraction are expanding due to the growing medicinal use of cannabis for alleviating the side effects of various conditions and chronic disorders. There are also innovations for more sustainable extraction methods and the application of CBD oil in pharmaceutical and cosmetic products (leading to greater demand for conventional cannabis extracts).

The cannabis extract market is led by North America. Europe is experiencing a jump in growth due to the anticipated approval for cannabis use and Latin America is expecting expansion from increasing technologists' investment.

The four leaders to watch as the extraction segment matures industry wide are **MediPharm Labs**, **Valens GroWorks**, **Neptune Wellness**, and **Radiant Technologies**. Their success has mainly been shaped by management competency rather than any proprietary methods or significant IP developed to date. Specific industry leaders emphasizing R&D in their extraction play include **Kynd Cannabis Co.**, **Organa Brands**, **Colorado Cannabis Co.**, **Peridot Labs**, **Canopy Growth**, **Aurora**, **Maricann**, and **Aphria** (now **Tilray**).

For 2021, the extract market was estimated at \$9.24B with a projection to reach \$42.89B by 2030. That equates to an estimated CAGR of 18.6% from 2022-2030.

Our ultimate model for a HG wholesale extraction play will become clearer from deep discussions with prospective value-add investors, JV partners, and external cultivation customers in coordination with our internal expert team.



Precision in our extraction business will be essential if the product output is to align with the premium HG brand identity for every touch point within the company and in-market. The material quality dictates the output quality, not just the yield (better resin produces better concentrates). In addition to pulling from our own harvests once our cultivation operation produces flower product, our extraction operation may be set up in several ways:

**Tolling**

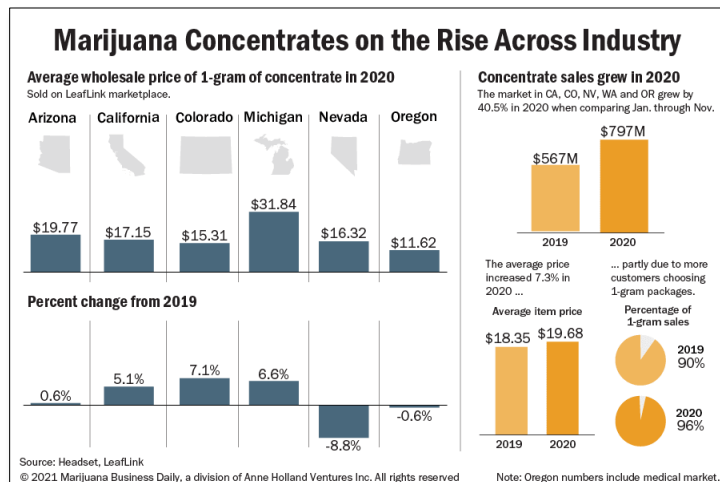
We earn a flat fee per gram to receive another cultivator’s grown flower, convert it to oil, and return the finished oil for our grow customers distribution to market. HG is guaranteed a fee per gram, regardless of the price for dried flower or oil; there is no commodity risk. While this model has the lowest risk, it also brings the lowest return. We cannot take advantage of changes in flower and oil prices, nor enjoy higher margins from white labeling.

**Spot Market Sales**

We purchase flower, convert it into oil, and wholesale the unlabeled oil. This model enables HG to take advantage of price changes for dry cannabis and oils, becoming more opportunistic in the buy and sell cycles. If we time the market currents accurately, margins and profit will be higher. However, this approach can be unpredictable, requiring HG to apply greater management focus beyond manufacturing to include go-to-market acumen.

**White Labeling**

Healing Gardens purchases flower and converts it into fully packaged consumer products, which are then purchased by cannabis brands who label it as their own brand to take to market. There is opportunity for greater profits through producing fully packaged value-added products as well as working in an additional capacity with our external cultivator customers turning their flower into oil and completing the branding/packaging to make it store ready. While potentially less profitable and more capital intensive than Spot Market Sales, it is less risky to revenue.



 **Healing Gardens Startup Leadership Team**

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Healing Gardens is well positioned to acquire the right value-add investor partners. We have developed alliances with best-of-class architects, engineers, attorneys, management consultancies, and construction companies – all of whom have a track record for delivering marquee cannabis industry projects utilizing the most advanced approaches.

From the years of experience in and outside of the cannabis industry with such partners as The Mensing Group, Anderson Porter Design and Strategic Impact Partners, Healing Gardens will continue to recruit and assemble a breadth of resourceful experts to successfully lead and execute this plan.

**Peter Krukiel**

President, A&G Industrial Services  
President and Owner, Healing Gardens LLC

**Blake Mensing**

Founder and Chief Counsel, [The Mensing Group](#)



Anderson Porter is a Boston-headquartered global architectural and design firm with a passion for people-first projects that promote health, wellness, and sustainability in design. Their leadership in the cannabis industry focuses on designing, engineering, and constructing facilities that transform ideas into successful, profitable businesses. The APD team is particularly experienced in creating state-of-the-art, industrial scale cGMP and EU-GMP standard facilities for clients worldwide.

**Strategic Impact Partners**  
Own the Future.

Strategic Impact Partners is a management firm offering a comprehensive range of C-suite leadership, strategy development, program design, and operations implementation services for purpose-driven organizations at any stage of their evolutionary development. SIP supports capitalized teams or entities within the cannabis industry to achieve the organizational maturity required to drive each new phase of enterprise growth and revenue success while building for eventual exit options. [Cannabis Practice](#)

**Jennifer Giampociaro**

Operations Administration, A&G Industrial Services

**Ashley Garvey**

Business Manager





## **SAFETY PLAN FOR MANUFACTURING**

Healing Gardens LLC (“Healing Gardens” 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) in addition to 935 CMR 500.101(3)(c). 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. Healing Gardens 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 105 CMR 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 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;

## Healing Gardens LLC

- Adequate protocols for laboratory testing of manufactured cannabis products;
- Providing a description of the types, forms and shapes, colors, and flavors of Marijuana Products that the Healing Gardens intends to produce;
- A sample of any unique identifying mark that will appear on any product produced by the Healing Gardens as a branding device;
- A detailed description of the Healing Gardens's proposed plan for obtaining marijuana from a licensed marijuana establishment.
- Safe and appropriate storage and disposal or destruction of manufactured cannabis products at all stages of production and sale;

### General Sanitary Requirements

In accordance with 935 CMR 500.105 (3), our marijuana production facility 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.

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- There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 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, pursuant to 935 CMR 500.105(12).
- 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 safety lighting in all processing and storage areas, as well as, areas 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.
- Buildings, fixtures and other facilities will be maintained in a sanitary condition.
- All toxic cleaning compounds, sanitizing agents, compounds, and solvents used in the protection against contamination of cannabis concentrates will be identified, and may not be held or stored in an area containing products used in the cultivation of marijuana. The Commission may require the Healing Gardens to demonstrate the intended and actual use of any toxic items found on the premises.
- 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 necessary 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.
- The Healing Gardens will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
- 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.

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- Each facility center shall provide its employees with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair.
- The storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
- 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 Commission to inspect the premises and all utensils, fixtures, furniture, machinery and devices used for preparing manufactured cannabis products.
- 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.
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements under 21 CFR 1.908(c).

Per 935 CMR 500.130 Healing Gardens will ensure that production of edibles will take place in compliance with the following:

- (a)** All Edibles 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 will be packaged and labelled as required by 935 CMR 500.105(5) and (6) as outlined in our Types of Product Plan.
- (c)** Healing Gardens 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.

## Healing Gardens LLC

(d) When selling or otherwise transferring marijuana to another Marijuana Establishment, Healing Gardens 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.

- i. Healing Gardens will retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by Healing Gardens in relation to the manufacturing of marijuana vaporizer devices and such records shall be made available to the Commission upon request.
- ii. Healing Gardens will make objectively reasonable efforts to identify and maintain records of the names and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of marijuana vaporizer products manufactured by the Licensee. In addition, the Healing Gardens 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.
- iii. A copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a marijuana vaporizer device during the production will be retained by the Healing Gardens and provided as a part of a wholesale transaction with any Marijuana Retailer or Marijuana Treatment Center.
- iv. If Healing Gardens wholesales marijuana vaporizer devices to a Marijuana Retailer or Marijuana Treatment Center will provide the recipient with the informational insert required by 935 CMR 500.105(5)(c) or the necessary information to produce such an insert and the appropriate labeling information required by the regulations.

### *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 Healing Gardens 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 process is regulated by the CPSC, for all intents and purposes Healing Gardens recall plan will follow the guidelines of the CPSC.

## Healing Gardens LLC

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 Healing Gardens 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>. Healing Gardens 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.

### *Product Database and Catalogue*

Pursuant to 935 CMR 500.130(5)(h) and 935 CMR 500.130(6), Healing Gardens will adopt policies and procedures that will establish a catalogue identifying all types of marijuana products actively manufactured at the facility. The catalogue will include a description of the product,

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photograph or illustration, packaging design, and dosage amounts, including expected cannabinoid profile.

In addition, Healing Gardens, will provide the following information about the finished marijuana products it intends to produce and make available at wholesale to a Marijuana Retailer prior to commencement of operations, after the Healing Gardens has received a provisional license but prior to receiving a certificate to commence operations. The following information may be used by the Commission for its product database:

- a. The Healing Gardens will provide the following to the Commission:
  - i. Marijuana product type;
  - ii. Marijuana product brand name;
  - iii. List of direct ingredients;
  - iv. List of indirect ingredients;
  - v. Serving size, including a description of what constitutes a serving size for product that is not already a single serving;
  - vi. Potency;
  - vii. A photograph of a finished marijuana product outside of but next to the marijuana product's packaging, including any external or internal packaging, provided that where single servings of a multi-serving product are unable to be easily identified because of its form, then a description of what constitutes a single serving will be provided, and where an Edible cannot be stamped due to size or coating, then a photograph of the Edible outside of but next to its external and internal packaging such as the wrapper, and labeling information for the Edible;
  - viii. A photograph of the marijuana product inside the packaging; and
  - ix. A list of marijuana products to be sold based on anticipated or executed agreements between the Healing Gardens and Marijuana Retailer.

The Healing Gardens will submit photographs in an electronic file in a JPEG format with a minimum photo resolution of 640 x 480 and print resolution of 300 DPI. Photographs will be taken against a white background.

The Healing Gardens will provide information required under 935 CMR 500.130(6)(a) for each marijuana product that it produces prior to the product being made available for sale through a licensed Marijuana Retailer or Marijuana Treatment Center and will update the information whenever a substantial change to the product information occurs. Substantial changes, including the changes to the foregoing information listed in (a)(i-ix), will be submitted to the Commission for inclusion in the product database prior to the transfer of marijuana products.

### *Recall Regulations*

Healing Gardens shall establish, maintain and comply with the written policies and procedures contained in 935 CMR 500.105(1), and will maintain written policies and procedures for the production or distribution of marijuana products, We will include in our written policies and procedures a process for the following:

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- Methods for identifying, recording and reporting diversion, theft and loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, shall comply with 935 CMR 500.105(8).
- Policies and procedures for handling mandatory and voluntary recalls of marijuana products. The procedure shall be adequate to deal with:
  - Recalls due to any action initiated at the request of the Commission, and any voluntary action to remove from the market defective or potentially defective cannabis or cannabis infused products, as well as any action undertaken to promote health and safety.; and
- Healing Gardens will adopt policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana or marijuana products are segregated from other marijuana and destroyed. Such procedures will include written documentation of the disposition of the marijuana or marijuana products. The policies and procedures, at a minimum will comply with 935 CMR 500.105(12).

### *Recall*

Healing Gardens will establish the following policy for communicating a recall notice for marijuana, marijuana-infused products or a marijuana products that have been shown to present a reasonable or a remote probability that use of or exposure to the product will cause serious adverse health consequences. Healing Gardens's policy will include:

1. Healing Gardens will establish 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:
  - i. The Client will provide a notice to all customers that are suspected of having purchased the marijuana or marijuana products, andThe Healing Gardens will provide additional outreach as necessary and appropriate to inform consumers of the recall.
  - ii. The Healing Gardens will inform the Commission within 24 hours.

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, Healing Gardens 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



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2. A product that creates an unreasonable risk of serious injury or death.

### *How to Recall Cannabis Products*

Healing Gardens 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, Healing Gardens 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 Healing Gardens 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, Healing Gardens will contact all wholesale partners and dispensing organizations to make them aware of the situation and the need for product recall. Healing Gardens will also contact the Commission 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. Healing Gardens will post notification about the recall on Healing Gardens websites and social media as well as post written

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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, Healing Gardens will wait to receive recalled products from dispensing organizations. Once recalled products have been received, Healing Gardens 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**  
Healing Gardens will maintain all documentation and records regarding any and all product recalls issued.
- **Step Five: Disposal**  
Healing Gardens will ensure that any and all recalled cannabis products are disposed of according to all state and local regulations. Healing Gardens will follow waste destruction and disposal procedures outlined below for proper disposal of recalled cannabis and manufactured cannabis.

### *Emergency Protocol*

Healing Gardens 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.

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- Pursuant to 935 CMR 500.130(5)(i), the Healing Gardens will adopt and incorporate policies and procedures for ensuring safety in all processing activities and the related uses of extraction equipment in compliance with the standards set forth in 527 CMR 1.00.
- Notwithstanding a stricter municipal or state regulation, the Healing Gardens will identify the method of extraction on a physical posting at all entrances of the marijuana establishment. The posting will be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. Healing Gardens will post a copy of a permit to keep, store, handle or otherwise use flammable and combustible materials at each place of operation within the facility.

### *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

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### **MAINTAINING OF FINANCIAL RECORDS**

Healing Gardens LLC (“Healing Gardens” 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, Healing Gardens will implement the following policies for Recording Sales:

- (a) Healing Gardens will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Healing Gardens may also utilize a sales recording module approved by the DOR.
- (c) Healing Gardens will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Healing Gardens 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. Healing Gardens will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Healing Gardens 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) Healing Gardens will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Healing Gardens will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Healing Gardens 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 Healing Gardens, all records will be kept for at least two years, at Healing Gardens’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Healing Gardens 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.

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**PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

Healing Gardens LLC (“Healing Gardens” 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. Healing Gardens 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), Healing Gardens 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 Healing Gardens determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Healing Gardens 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 client.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Healing Gardens has and follows a set of detailed written operating procedures for each location. Healing Gardens has developed and will follow a set of such operating procedures for each facility. Healing Gardens’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;

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- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another 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.
- (q) Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby Healing Gardens:
1. shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
  2. shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928 and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000.

In accordance with 935 CMR 500.105(2), all of Healing Gardens's current owners, managers and



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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 Healing Gardens’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 Healing Gardens’s agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. Healing Gardens 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 Healing Gardens 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 Healing Gardens 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).

1. At a minimum, marijuana establishment agents shall receive a total of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent.
2. A minimum of four hours of training shall be from responsible vendor training program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
3. Non-RVT training may be conducted in-house by the Marijuana Establishment or by a third-party vendor engaged by the Healing Gardens. Basic on-the-job training Healing Gardens provides in the ordinary course of business may be counted toward the eight-hour total training requirement
4. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.
5. Healing Gardens shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and Healing Gardens shall make such records available for inspection on request.

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

The following Healing Gardens 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 Healing Gardens’s marijuana establishment agents. Such

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records shall be maintained for at least 12 months after termination of the individual's affiliation with Healing Gardens 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 Healing Gardens 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. Healing Gardens understands that in the event that Healing Gardens were to close, all records will be kept for at least two years at the expense of Healing Gardens and in a form and location acceptable to the commission.

**DIVERSITY PLAN**

Healing Gardens LLC (“Healing Gardens” 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 Healing Gardens a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Healing Gardens’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 #1:** Achieve at least the goals below for our hiring and staffing:

<i>Veterans</i>	15%
<i>People with Disabilities</i>	10%
<i>LGBTQ+ individuals</i>	10%
<i>Women</i>	50%
<i>People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people</i>	10%

**Programs to Achieve Diversity Goal #1:**

- Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups specified above, through in-house hiring initiatives and participation in online diversity job boards at least once a year and as frequently as needed as staffing needs dictate. Sources utilized will include: The Old Colony Memorial local newspaper.

**Measurements and Metrics for Diversity Goal #1:**

- Healing Gardens personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups above that occupy positions within the company and that number shall be divided by Healing Gardens’s total staffing at its facility to determine the percentage achieved.

**Goal #2:** Enhance workforce diversity by contracting with diverse businesses. Healing Gardens shall strive to employ at least the following percentages of its contractors, subcontractors, and suppliers from the following groups specified in the paragraph below:

<i>Minority Business Enterprise</i>	5%
<i>Women Business Enterprise</i>	5%
<i>Veteran Business Enterprise</i>	5%

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<i>LGBT Business Enterprise</i>	5%
<i>Disability-Owned Business Enterprise</i>	5%

### **Programs to Achieve Diversity Goal #2:**

Healing Gardens will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a business from the categories above, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Healing Gardens seeks to have diversity across the listed demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity (“DBE”) category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships.

### **Measurements and Metrics for Diversity Goal #2:**

Healing Gardens shall maintain a list of active contractors, subcontractors, and suppliers and compare that list annually to the Massachusetts Directory of Certified Businesses to determine progress towards the goals listed above.

### **Our goals are objectively reasonable.**

Healing Gardens’s goals for this Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in The Old Colony Memorial newspaper.

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

Healing Gardens 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.

Healing Gardens 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.

## **ENERGY COMPLIANCE PLAN**

Healing Gardens LLC (“Healing Gardens” or the “Company”) will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, Healing Gardens 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.
- Installing Photovoltaic panels
- Increase daylight into work areas
- Minimize night work
- Source raw materials only from suppliers that also implement energy saving measures
- Install bike racks to encourage bike use by employees
- Sustainable packaging of products
- Recycling

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

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

Healing Gardens acknowledges that if a Provisional License is issued, Healing Gardens, 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.

Healing Gardens will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). Healing Gardens will engage in either

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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 Healing Gardens to optimize its energy usage.

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

Healing Gardens 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.

**QUALITY CONTROL AND TESTING**

Pursuant to 935 CMR 500.160, Healing Gardens LLC (“Healing Gardens” 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), Healing Gardens 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. Healing Gardens 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, Healing Gardens 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 Healing Gardens 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).

Healing Gardens 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 Healing Gardens 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 Healing Gardens by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Healing Gardens 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.

Healing Gardens’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 Healing Gardens staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Healing Gardens will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and

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humidity- control storage units, refrigerators, and freezers.

Healing Gardens'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 Healing Gardens staff will immediately notify the Director of 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), Healing Gardens 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 Healing Gardens 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 Healing Gardens 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 Healing Gardens staff, Healing Gardens 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 Healing Gardens 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. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, in compliance with 935 CMR 500.105(3)(b)(9).

In accordance with 935 CMR 500.105(3)(a), Healing Gardens will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

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

Healing Gardens 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.



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Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Healing Gardens 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.

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests, pursuant to 935 CMR 500.105(12) and 935 CMR 500.105(3)(b)(5).

Pursuant to 935 CMR 500.105(11)(a)-(e), Healing Gardens shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Healing Gardens 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. Healing Gardens 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 Healing Gardens storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Healing Gardens will ensure all toxic items are identified, held, and stored in a manner that protects against contamination of marijuana, in accordance with 935 CMR 500.105(3)(b)(10). Pursuant to 935 CMR 500.105(3)(b)(15), storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

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

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.

Healing Gardens shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary, in accordance with 935 CMR 500.160(2).

Healing Gardens shall provide its employees with adequate, readily accessible toilet facilities, in accordance with 935 CMR 500.105(3)(b)(13).

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### **RECORD KEEPING PROCEDURES**

Healing Gardens LLC (the “Company” or “Healing Gardens”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Healing Gardens 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 Healing Gardens, 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). Healing Gardens shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

### **PERSONNEL RECORDS**

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

1. Job description for each agent;
2. A personnel record for each agent;
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030

### **BUSINESS RECORDS**

In accordance with 935 CMR 500.105(9)(e), the following business records shall be maintained:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts;
4. sales records; and
5. Salary and wages paid to each employee.

### **VISITOR LOG**

Healing Gardens 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.

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### REAL-TIME INVENTORY RECORDS

Healing Gardens 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. Healing Gardens 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

Healing Gardens 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; 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. Healing Gardens will maintain records of all manifests.

### INCIDENT REPORTS

Healing Gardens 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.

Healing Gardens 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

## Healing Gardens LLC

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. Healing Gardens 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 Healing Gardens 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). Healing Gardens shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

### SECURITY AUDITS

Healing Gardens 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 Healing Gardens's security system, Healing Gardens will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

### CONFIDENTIAL RECORDS

Healing Gardens 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)(1). All confidential hard copy records 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 Healing Gardens's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

## **QUALIFICATIONS AND TRAINING**

Healing Gardens LLC (“Healing Gardens”) 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 Healing Gardens. 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 Healing Gardens. 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 Healing Gardens 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 Healing Gardens 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 Healing Gardens deems appropriate. Administrative employees at Healing Gardens that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

Healing Gardens 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 Healing Gardens maintains its designation as a Responsible Vendor.

Healing Gardens shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: marijuana’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 Healing Gardens’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Healing Gardens 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 Healing Gardens shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in marijuana establishment agents’ files. Healing Gardens 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.

**RESTRICTING ACCESS TO AGE 21 OR OLDER**

Healing Gardens LLC (“Healing Gardens” 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 validly issued driver’s license;
    - c. A government-issued identification card;
    - d. A government-issued passport; and
    - e. A United States-issued military identification card.

## **QUALITY CONTROL AND TESTING**

Pursuant to 935 CMR 500.160, Healing Gardens LLC (“Healing Gardens” 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), Healing Gardens 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. Healing Gardens 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, Healing Gardens 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 Healing Gardens 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).

Healing Gardens 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 Healing Gardens 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 Healing Gardens by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Healing Gardens 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.

Healing Gardens’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 Healing Gardens staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Healing Gardens will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and

## Healing Gardens LLC

humidity- control storage units, refrigerators, and freezers.

Healing Gardens'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 Healing Gardens staff will immediately notify the Director of 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.

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Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests, pursuant to 935 CMR 500.105(12) and 935 CMR 500.105(3)(b)(5).

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