OLD SOUL
GARDENS LLC
LIFTED LIFE

226 South Main Street, Fall River, MA 02721- 508-264-2530 - www.oldsoulgardens.com
August 16, 2018

Honorable City Council
City of New Bedford
133 William Street
New Bedford, MA 02740

RE: Host Agreement for Marijuana Establishment- 95-127 West Rodney French Blvd

Dear Honorable City Council:

It is my pleasure to reach out to you today to introduce my company, Old Soul Gardens, LLC. I am an attorney by vocation, but I am focusing on operating Old Soul Gardens as a craft marijuana establishment in the City of New Bedford. We intend to operate a marijuana establishment for cultivation, manufacturing, and retail sales on a handcrafted quality basis. We are researching several locations, but once the moratorium expires we plan to present a detailed plan for a suitable parcel for the operation located at the Kilburn Mill, located at 95-127 West Rodney French Boulevard. Old Soul Gardens envisions New Bedford and this parcel as a premier destination for individuals to seek consistent access to quality cannabis products in a safe environment. Our vision showcases the natural beauty of our City and its views of Buzzards Bay from our historic mill with modern upgrades focused on energy efficiency.

Old Soul Gardens is envisioned as a wellness center modernly styled to provide secure and safe access to only the highest quality marijuana flower from our very own proprietary strains and the highest quality hand-crafted marijuana products including concentrates, edible infusions, custom handrolls, CBD hemp oils and topicals, and other natural and holistic remedies. The dispensary for retail sales is a secured location immersed within the wellness center including an art gallery highlighting local artists in various mediums, a wellness center offering meditation, therapeutic massage, yoga, reiki, other holistic treatments, and a music venue cafe. Enclosed please find draft floorplans detailing our concept. If you are familiar with the present Whaling Museum panorama, the stair landing onto the third floor places you within the art gallery/hallway that leads you to the exhibit and future wellness center. This will allow for the treatments upon the water views. Please understand these are concept drawings and I am finalizing agreements with the owners and fully engineered plans will be drafted for our permitting and licensing applications. Old Soul Gardens' strength is our dedication to a quality product, our unique brand image known for consistent quality, and the company's dynamic holistic approach of bringing wellness to our clients on all levels they may seek. Old Soul Gardens is my ambition for the future growth of Massachusetts and public acceptance of marijuana as a productive and beneficial part of society when properly sold and consumed. I plan to continue operating Old Soul Garden diligently and efficiently as its chief legal and executive officer as we seek license approval from the state and local municipality. My only partner is an experienced cannabis cultivator and craftsman I have known for fourteen years. He shares my core beliefs including helping others and has provided successful patient care to those of debilitating illnesses for several years in addition to his years of cultivation experience.

OLD SOUL
GARDENS LLC
LIFTED LIFE

Old Soul Gardens endeavors to bring its passion and holistic approach of the natural benefits of cannabis to the public in order to encourage responsible recreational use. Our goal is economic empowerment for the cities we conduct business in and our local communities. We plan to responsibly empower our local community with elevated economic growth and an enlightened understanding of cannabis by exemplifying how marijuana is properly grown to meet test standards and consumed responsibly. Old Soul Gardens' lifted life values are built upon a foundation of social responsibility to our clients and local communities. Our commitment is demonstrated by our plan to operate locally and hire local employees of diverse and veteran statuses, and collaborate with non-profits focused on opioid abuse solutions, homelessness prevention, and career development. Old Soul Gardens' integrated values will be the model the world looks to because of our influence in obtaining peace, equality, responsible consumption, and success for our communities and people.

At this time, I have applications pending before the state's Cannabis Control Commission for cultivation, manufacturing and retail sales of marijuana. I am preparing all necessary plans, procedures and regulatory requirements in advance while conducting municipal engagement. We are preparing thoughtful simple marketing and advocacy for our company to promote the safe use of marijuana, including collaborating with other like-minded non-profits to spread information to the public about cannabis. I have a newspaper editorial ready to send out with our first community outreach event tentatively scheduled for the end of August to build support in the City. We would like to present this location or other locations more suitable to the City at this outreach event. Therefore, I respectfully request the City to consider Old Soul Gardens as a prospective marijuana establishment. As a lifelong resident of Acushnet and the current Town Moderator, New Bedford will always be my home City and hold a special place in my life. I endeavor to bring economic empowerment to the community of New Bedford with Old Soul Gardens as I have continued to do as an attorney assisting new businesses and low-to-moderate income individuals through my participation in the Justice Bridge program sponsored by UMass on Union Street. I plan to continue investing in New Bedford and it's people with Old Soul Gardens and several others as my family has done for generations. Upon approval, I will be seeking relocation of my homestead to my birth City- New Bedford- in order to manage Old Soul Gardens at a high level of professionalism required to turn this opportunity into a true success for New Bedford.

I thank you for reading my correspondence thus far, and if you have, I hope you have found some interest and support of my company and its cause. We would be honored if the City accepted our proposal to move forward at one of our selected locations by entering into a host agreement. Enclosed is a copy of a proposed Host Agreement and various summaries of our policies and procedures for you to understand our commitment to Old Soul Gardens and New Bedford. Please feel free to contact me with any questions or comments. Thank you for your time and consideration.

With the sincerest optimism and respect,

Nicholas A. Gomes, Esquire

OLDSOUL GARDENS LLC
LIFTED LIFE

Documents Enclosed

1. Host Community Agreement
2. Informational Flyer – "Never Settle – Lifted Life"
3. Concept Floorplan and Retail Dispensary Design
4. Economic Empowerment Statement
5. Hours of Operation
6. Security Plan
7. Emergency and Disaster Response
8. Energy, Conservation, and Environmental Impact
9. Cultivation Operations
10. Product Manufacturing
11. Retail Sales
12. Marijuana Strain Menu
13. Marijuana Handling
14. Marijuana Testing
15. Marijuana Storage
16. Record keeping
17. Inventory
18. Employee Staffing
19. Advertising
20. Leadership Rating Plan
21. Waste Disposal

HOST COMMUNITY AGREEMENT FOR THE SITING OF OLD SOUL GARDEN LLC'S MARIJUANA ESTABLISHMENT IN THE CITY OF NEW BEDFORD

This Agreement entered into this ____ day of _____, 2018 by and between the City of New Bedford acting by and through its Mayor, Jon Mitchell, with a principal address of 133 William Street, New Bedford, MA 02740 (hereinafter the "City") and Old Soul Gardens, LLC, a Massachusetts corporation with a principal office address of 226 South Main Street, Fall River, MA 02721 (hereinafter "Company").

WHEREAS, Company wishes to locate a licensed Marijuana Establishment for cultivation, manufacturing, transportation and retail sales of marijuana products ("ME"), located at 95-127 West Rodney French Boulevard, New Bedford, MA 02744 (hereinafter the "Facility") in the City in accordance with the laws of the Commonwealth of Massachusetts and the laws and ordinances of the City;

WHEREAS, when permitted by local law, Company wishes to locate a recreational marijuana establishment which will include ancillary licenses to allow for the cultivation, manufacturing, transportation and retail sales of marijuana products at the Facility.

WHEREAS, Company, notwithstanding any exempt status, intends to pay all local taxes attributable to its operation, including real estate taxes, excise taxes, and any other allowable tax on the space within which the Facility is located;

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the City, and in the event the contingencies noted below are met, intends to provide certain benefits to the City over and above typical economic development benefits attributable with similar new manufacturing and retail concerns located within the City; and

WHEREAS, the City believes that the Company's operation of the ME at the Facility, coupled with its various contributions to the City, as set forth herein, would advance the public good.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below, the parties agree as follows:

1. **Host Community Payments and Contributions**.

    a. In the event that Company obtains a Final Certificate of Registration or its equivalent for the Company's operations of a ME at the Facility by the Massachusetts Department of Public Health or a Final Certificate of Registration or its equivalent for the Company's operations of a ME at the Facility by the Cannabis Control Commission and receives any and all necessary and required permits and licenses of the City, and at the expiration of any final appeal period related thereto said matter not being appealed further, which said permits and/or

licenses allow Company to locate, occupy and operate the ME at the Facility, then Company agrees to make the contributions contained in this Host Agreement.

b. The Company shall pay the City a sum equal to three percent of gross revenue from all of the Company's marijuana operations in the City during each calendar year or portion thereof the Company operates at the Facility; provided, however, that in no event shall the Host Community Payment be less than twenty-five thousand dollars ($25,000) per year; provided, further, that in the year that the Company commences operations, the minimum amount of the Host Community Payment shall be pro-rated according to the number of days in the year that the Company conducted operations at the facility.

c. The Company shall donate one percent of its gross revenue to the Social Equity Training and Technical Assistance Fund as set forth in 935 CMR 500.040(3)(a).

d. The Company shall donate an additional one percent of its net revenue to the City of New Bedford for the creation and operation of a board, tentatively the "New Bedford Cannabis Relief Commission" charged with annually distributing the funds to non-profit organizations aimed at providing opioid abuse solutions, homelessness prevention, marijuana resource information, and career development.

e. Gross revenue shall include the revenue from production, sales, operations, or services in the City to the maximum extent permitted by law, regardless of whether those products contain, or facilitate the use, inhalation, or ingestion of marijuana.

f. The calculation of gross revenue shall not include (i) revenue from operations under any other Host Community Agreement between the Company and the City, and (ii) transactions, within the City, strictly between the Company and any other marijuana establishment in the City operated by the Company.

g. The company shall, within sixty (60) days from the close of each calendar year, submit a report to the City certifying the gross revenue from the preceding calendar year, in addition to any records or reports that may be required to submit to any state licensing or regulatory authority. The report shall specify the Host Community Payment as a calculated under this section and shall be prepared by a Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP"). The Company shall maintain its books, financial records, and other compilations of data pertaining to all requirements of this Agreement in accordance with standard GAAP and all applicable state laws and regulations. The company shall keep such records for a period of at least seven (7) years.

h. Annual payments of the Host Community Payment shall be due and payable no later than ninety (90) days from the close of the calendar year.

i. In addition to the above-referenced report, the Company shall provide to the City an annual report detailing the following information for the preceding calendar year; (i) the total number of the Company's transactions in the City, (ii) descriptions of any on-site incidents at the Facility that resulted in a public safety response, and (iii) such other information as may be reasonably requested by the Mayor or Municipal Council.

j. The Parties agree that the primary purpose of this Agreement is to assist the City in addressing community impacts to the City that are directly proportional and reasonably related to the Company's operation of the Facility. "Community impact" means, collectively, the following potential and actual impacts to the City directly related to or resulting from the construction and operation of the establishment such as (i) increased use of City services, (ii) increased use of City infrastructure, (iii) the need for additional City infrastructure, employees and equipment, (iv) increased traffic and congestion, (v) increased air, noise, light and water pollution, (vi) issues related to public safety and addictive behavior, (vii) loss of city revenue from displacement of current businesses, (viii) issues related to housing and education, (ix) quality of life, and (x) costs relating to mitigating other impacts to the City and its residents.

2. **Payments**. The Company shall make the payments set forth in Section 1, above, to the City of New Bedford. The parties understand and acknowledge that the City is under no obligation to use the payments described in Section 1(b) above in any particular manner.

3. **Permitting and other Payments**. Company agrees it shall obtain all necessary licensing and permitting for its operation of the ME including a special permit under finalized zoning ordinances, a municipal license from a finalized local licensing authority, and all state provisional and final licenses. Company will pay any and all fees associated with the permitting and licensing of the Facility. Company anticipates that it will make annual purchases of water, and sewer from all local government agencies.

4. **Re-Opener/Review**. The City will revisit the total amount and allocation noted above every 48 months to ensure that the City's priorities are being met and Company has fulfilled its commitment to City's satisfaction.

5. **Motor Vehicles**. The Company agrees that it shall cause any motor vehicles owned, leased, operated, or used by the Company in its operations at the Facility to be registered and principally garaged in the City. The purpose of this provision is to ensure that the City receives any motor vehicle excise tax otherwise due and payable that is attributable to the motor vehicles that the Company regularly uses in connection with its operations at the Facility.

6. **Local Taxes**. At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the

taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by Company under Section 1 of this Agreement. In the event the owner of any real estate upon which any of the Company's operations in the City are situated, or any person on behalf of any such owner, shall fail or refuse to pay any such tax, or shall take any action that results in such real estate no longer becoming taxable by the City in whole or in part, then the Company, in addition to any other obligation contained in this Agreement, shall pay to the City a payment in lieu of taxes equal to an amount which, when added to the taxes, if any, actually paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement, exemption, or failure to pay.

6. **Community Support and Additional Obligations**.

a. Local Vendors – To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility. Company shall use good faith efforts to ensure that at least 50 percent (50%) of the vendors and/or contractors utilized by the Facility will be based in the City.

b. Employment/Salaries – Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts to ensure that at least fifty percent (50%) of the employees at the Facility will be City residents.

c. Company shall provide the City with annual reports indicating the percentages of vendors and employees in accordance with paragraphs (a) and (b) above.

d. The Company shall, at least annually, provide the City with copies of all reports submitted to the Licensing Authority regarding operations at the Facility.

7. **Support.** The City agrees to submit to the Licensing Authority letters supporting the Company's application for the Certificates to operate a ME at the Facility. The City agrees to support Company's application with the Licensing Authority but makes no representation or promise that it will act on any other license or permit request in any particular way other than by

the City's normal and regular course of conduct and in accordance with their rules and regulations and any statutory guidelines governing them. The City agrees to use best effort to work with Company, if approved, to help advise Company on their community support and employee outreach programs.

8. **Security.** The Company shall at all times comply with all applicable laws and regulations regarding the operations of the Facility and the security thereof. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring dispensary agents to produce their identification to law enforcement upon request.

Company shall promptly report the discovery of the following to City police within 24 hours: diversion of marijuana; unusual discrepancies identified during inventory, theft, loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any 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 related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

The company shall comply with the conditions of any special permit issued by the City, and shall at all times cooperate with the New Bedford Police Department (TPD), and shall coordinate with the TPB in the development and implementation of security measures at the Facility. The Company shall maintain a cooperative relationship with the TPD, including, but not limited to, periodic meetings to review operational concerns and communication to the TPD of any suspicious activities at the Facility.

9. **Approval of Manager.** If requested by the City, Company shall provide to the City, for review and approval, the name and relevant information, including but not limited to the information set forth in 105 CMR 725.030 (or applicable subsequent regulation), of the person proposed to act as the on-site managers of the Facility. The submittal shall include authorization to perform a criminal history (CORI) check. The City shall consider such request for approval within thirty day following submittal to determine, in consultation with the Chief of Police, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denies, conditioned or delayed. In the event that the City does not provide confirmation or rejection of the proposed on-site manager within thirty days, that manager shall be deemed approved by City. This approval process shall also apply to any change of on-site manager. The provisions of this paragraph are subject to any and all other provisions of federal, state, or local law, regulation, or ordinance as the same may be now in effect or hereafter enacted, amended, or repealed.

9. **Term and Termination**. (a) This Agreement shall take effect on the day above written, subject to the contingencies noted herein. This agreement shall continue in effect for so long as Company operates the Facility. In the event Company does not commence operations within one

year of the date of this Agreement, or ceases to conduct business in the City for longer than sixty consecutive days, or in any way loses or has its Certificates revoked by the State with respect to the Facility, this agreement shall become null and void.

(b) Notwithstanding any other provision of this Agreement, the Company shall be obligated to pay the Host Community Payment for the period of time beginning with the date that the Company commences operations at the Facility ("Commencement Date") and continuing for a period of five (5) years thereafter. In the event that the company wishes to operate at the Facility longer than five years after the date upon which it commences operations, then the Company shall notify the City of the same in writing no later than four years and six months after the Commencement Date. Thereupon, the City and the Company shall meet and negotiate the amount and calculation of the amount of the Host Community Payment for the succeeding five year period. In the event that the parties cannot reach an agreement within six months, the parties shall submit the matter to the American Arbitration Association for final and binding arbitration by a panel of three arbitrators, one selected by the City, one selected by the Company, and the third to be selected by the first two arbitrators. In any such arbitration, the Company and the City shall each pay all of its own costs and attorneys fees, and in such proceedings, it shall be presumed that the Host Community Payment for the succeeding five-year period shall be an amount equal to three percent of gross revenue or $125,000, whichever is greater, unless the Company can demonstrate by a preponderance of the evidence that the impact to the City from the Company's operations at the Facility is a lesser amount. The Company shall not be required to cease operations during the time that such negotiations or arbitration proceedings are pending.

10. **Governing Law and Forum Selection**. This Agreement shall be governed, enforced, and interpreted in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be in the courts of Bristol County.

11. **Amendments/Waiver**. Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

12. **Severability.** If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

13. **Successors/Assigns**. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the City nor Company shall assign or transfer any interest in the Agreement without the written consent of the other.

14. **Entire Agreement**. This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

15. **Notices**. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To City: Mayor's Office
City of New Bedford
133 William Street
New Bedford, MA 02740

Municipal Council
City of New Bedford
133 William Street
New Bedford, MA 02740

Office of the City Solicitor
City of New Bedford
133 William Street
New Bedford, MA 02740

To Company: Old Soul Gardens, LLC
Nicholas A. Gomes, Esquire
226 South Main Street, Suite #6
Fall River, MA 02721

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

In witness whereof, the parties have hereafter set faith their hand as of the date first above written.

City of New Bedford

_____

Jon Mitchell, Mayor

Old Soul Gardens LLC

_____

Nicholas A. Gomes, Esquire

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

On this _____ day of _____, 2018 before me, the undersigned Notary Public, personally appeared the above-named Nicholas A. Gomes, Esquire, proved to me by satisfactory evidence of identification, being driver's license or other state or federal government document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Manager of Old Soul Gardens, LLC.

_____

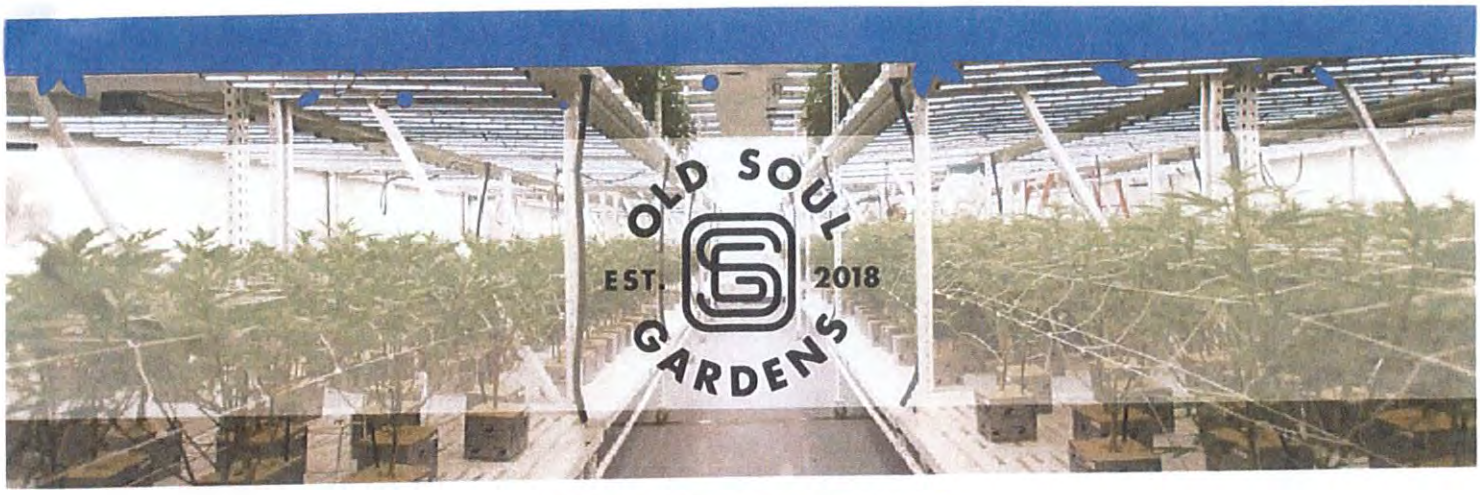
Notary Public
My Commission Expires: _____

BRISTOL, ss.

On this _____ day of _____, 2018 before me, the undersigned Notary Public, personally appeared the above-named Jon Mitchell proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal government document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly authorized Mayor of New Bedford.

_____

Notary Public
My Commission Expires: _____



OLD SOUL GARDENS, LLC

Old Soul Gardens is a Massachusetts craft cannabis company sowing the seeds of innovation by focusing on the local community and consumers to promote positive growth in our local economy while ensuring consistent access to safe premium marijuana. Old Soul Gardens is committed to quality, responsibility and sustainability. Our dedicated level of professional responsibility in the cannabis industry combined with our creation of only the highest quality cannabis products will empower our clients and communities to reach unprecedented future well-being and prosperity. Our commitment to crafting and responsibly providing high quality products consistently promotes distinction, reliability, and trust for the safe use of cannabis.

Old Soul understands the significance of cannabis in society and endeavors to bring its passion of the natural benefits of cannabis to the public and encourage responsible recreational use. We plan to responsibly empower our local community with elevated economic growth and an enlightened understanding of the importance of cannabis in our society when it is properly grown, tested and consumed.

NEVER SETTLE

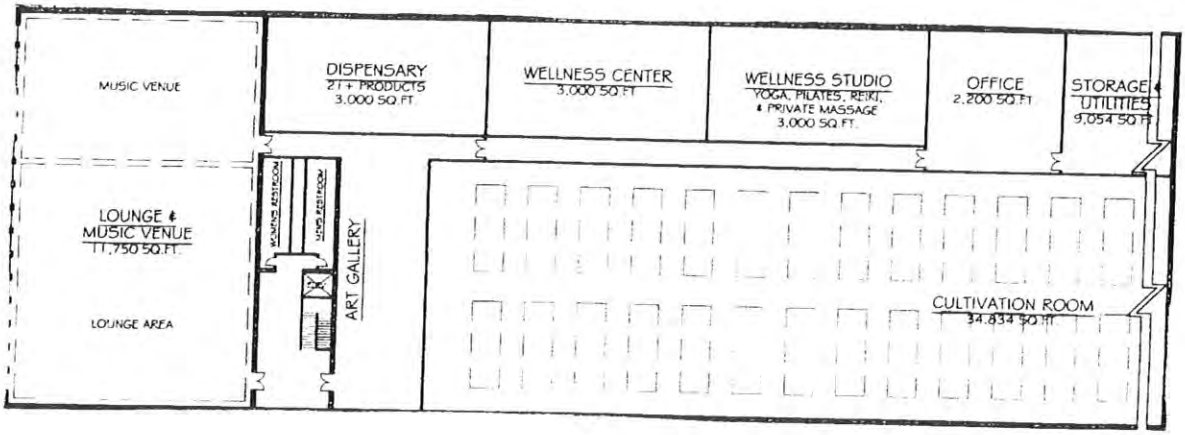
Old Soul Gardens is dedicated to "never settle" when it comes to creating the highest quality premium marijuana flower from our very own proprietary strains and the highest quality hand-crafted marijuana products including concentrates, edible infusions, oils and topicals, and accessories. Old Soul Gardens' fundamental commitment to our clients and community begins with creating a pure and safe quality product exceeding community norms and industry standards. The touchstone of Old Soul Gardens is craft hand-made preparations to provide proprietary strains and products of the upmost quality and consistency which requires foregoing standard priorities of quantity and profit.

Old Soul Gardens dedication to quality is ingrained in each aspect of its dispensary including cultivation, manufacturing, and retail sale of products. The cultivation and manufacturing operations are conducted in a laboratory setting using high-efficiency industrial grade equipment and time-honored horticultural and culinary procedures to create a superior pure quality product. The retail establishment is a professional, modern and efficient dispensary of only our own high-quality products. The essence of Old Soul Gardens is a constant aspiration to adapt and improve our practices to foster the development of the best possible product to satisfy our clients' refined tastes. Old Soul regularly conducts testing, research, and scientific practices to advance its vocation with experimental techniques to thrive as the cannabis industry continues to grow.

LIFTED LIFE

Old Soul Gardens promotes a "lifted life" philosophy influenced by the natural properties of cannabis to provide the individual with a balanced comfortable lifestyle of wellness and enjoyment. Old Soul products promote an optimistic vibe so our clients can savor in the moment of their lives. Our company safely brings this experience to consumers in a discreet, secure, professional, and aesthetically pleasing well-thought out setting. Old Soul Gardens conducts cultivation, manufacturing, and retail sales of premium cannabis products with a mission to transcend normal capitalistic business practices to provide a positive impact to our local communities. Old Soul Gardens marijuana dispensary is complimented by its art gallery of locally commission artists and a wellness center for meditation, therapeutic massage, yoga, reiki and other holistic treatments.

Old Soul's lifted life values are built upon a foundation of social responsibility to our clients and local communities. Our commitment is demonstrated by our plan to operate, hire local employees of diversity and veteran status, and collaborate with non-profits in economically disadvantaged communities. The heart of our advocacy and outreach will be focused on opioid treatment, homelessness prevention, and career development. Old Soul's integrated values will be the model the world looks to because of our influence in obtaining peace, equality, responsible consumption, and success for our communities and people.


MUSIC VENUE
DISPENSARY
21+ PRODUCTS
3,000 SQ.FT
WELLNESS CENTER
3,000 SQ.FT
WELLNESS STUDIO
YOGA, PILATES, REIKI,
& PRIVATE MASSAGE
3,000 SQ.FT.
OFFICE
2,200 SQ.FT
STORAGE &
UTILITIES
9,054 SQ.FT
LOUNGE &
MUSIC VENUE
11,750 SQ.FT.
LOUNGE AREA
WOMENS RESTROOM
MENS RESTROOM
ART GALLERY
CULTIVATION ROOM
34,834 SQ.FT

Old Soul

Gardens LLC

-Lifted Life-

Economic Empowerment Statement

Old Soul Gardens LLC was officially founded in 2018 by Joshua R. Craig and Nicholas A. Gomes who first met as high-school classmates from the 2006 graduating class of Old Colony RVTH, respectively studying metal fabrication and culinary arts. Josh and Nick are respectively lifelong residents of Lakeville, Plymouth County, and Acushnet, Bristol County, Massachusetts the greater communities of which they plan to beneficially impact with the opening of Old Soul Gardens. The individual skillsets of the team has culminated into Old Soul Gardens to create a reckoning force for the joint pursuit of harnessing the benefit of cannabis for social change and economic empowerment in their communities.

Josh's original idea for the concept of Old Soul Gardens stems from a mindful self-awareness approach of using his over ten years of experience and specific talents to maximize his potential benefit to the world as a master cannabis horticulturist. The context of an "old soul" for the company is his realization of the beneficial healing powers of cannabis and his dedication as a caretaker to provide his clients with cannabis products of only the highest uncompromised quality as he has consistently done for his existing patients. To Josh, his vocation of growing quality cannabis is a science that must be seriously respected and carefully understood in order to derive a desired, pure, safe and reasonably priced product. Josh's dedication to the old soul philosophy is evident in the quality of his product and his selflessness in regularly providing patients with debilitating and life-threatening illnesses free medicine they desperately needed and could not afford. Josh's pride of witnessing client appreciation of the products and more importantly, the gratitude of the families of patients who see the benefits of cannabis for their sick loved ones, is the pinnacle benefit Old Soul Gardens represents and was created for.

Attorney Nicholas A. Gomes, "Nick" shares Josh's old soul mindset of utilizing his education, experience and talent to maximize his potential benefit to the world as an advocate, advisor, and trial attorney to better the lives of his clients and community. Nick operates a general civil law practice with offices in New Bedford, Fall River and Boston with a focus on consumer protection, real estate, and business development. Nick's diverse background of law, real estate, and construction adds depth to the compassionate beginnings of Old Soul Gardens. Nick has beneficially impacted the lives of several Massachusetts families of low to moderate income with his participation in the Justice Bridge non-profit organization sponsored by the University of Massachusetts School of Law.

Upon admission to the Massachusetts bar in 2013, Nick started a private practice that has grown because of his hard-working nature and determination to provide cost-effective goal-oriented legal representation and zealous advocacy. Nick's practical character and eye towards social justice compelled him to attend and become a member of the first class of the University of Massachusetts School of Law at Dartmouth. Similarly, in 2014, Nick accepted the opportunity to pursue justice as an inaugural attorney for Justice Bridge which aims to empower new lawyers to deliver quality affordable legal services to clients of modest means. Through the Justice Bridge program, Nick has successfully represented numerus clients in disadvantaged circumstances substantially in the areas of domestic relations, housing, immigration and consumer protection. The critically necessary yet common nature of the subject matter of these cases have the highest pro-se rates in the Commonwealth and brought Nick throughout the major cities, but he has now narrowed his practice to his local community of New Bedford, Fall River and Brockton. Most notably, Nick's use of the consumer protection act has resulted in success in righting the wrongs committed against consumers by unfair and deceptive businesses across numerous sectors including housing, defective automobiles, storage and transport, and home renovations. In addition to Nick's budding private practice he continues with the Justice Bridge program to represent low-to-moderate income clients at reduced rates, serve as a peer mentor to new attorneys, accept pro-bono cases of serious need, and perform community outreach with justice-oriented organizations including local schools, fair housing, immigration, and the Massachusetts Attorney General's Office for consumer protection. Nick compliments Old Soul Gardens because of his affinity for helping others and making the world a better place.

Nick represented several individuals of diverse backgrounds to obtain justice in Massachusetts that otherwise would not have occurred, but for the Justice Bridge program. The empowerment of justice is so substantial and necessary that Nick and his colleagues reduce their legal fees so others can obtain quality legal representation. The first representation assignment was a divorce proceeding involving a single mother of two young boys who reached out to the organization because her husband's attorney from a large law firm was pressuring her to sign an agreement for judgment substantially limiting her legal rights to the marital estate. The case sat pending for 2 years without any child support. Nick immediately formalized the representation and obtained a reasonable child support order. In the end, Nick's client obtained a sizable portion of the marital estate including a portion of the husband's retirement accounts in excess of $200,000.00 that the husband's attorney originally attempted to have kept by the husband. Nick's second Justice Bridge case was assisting a gentleman from Uganda who fled the country after extreme abuse and torture because of his perceived homosexuality. Currently the asylum petition is pending and Nick has continued to renew his work permit in the United States.

Nick's third Justice Bridge case and most challenging case thus far, was assisting a decorated veteran with 3 tours of duty who was facing both criminal domestic violence allegations and a divorce he started because of criminal allegations against him. Nick assisted the veteran through the contested divorce proceeding including working with the court system of New Mexico to retrieve the minor child who was kidnapped by the other parent. The criminal proceeding which eventually was dismissed prevented the veteran from obtaining gainful employment. Nick was paid only $500.00 for legal services over a 3 year divorce with the outstanding balance to be paid

as the veteran's income allows. Similarly, Nick has represented a parent in a child custody matter regarding abuse and only accepted what the parent was able to pay leaving an outstanding and uncollectible balance. These examples are a mere snapshot of the numerous lives impacted by Justice Bridge. Nick's niche at Justice Bridge is assisting individuals who have purchased defective motor vehicles. The majority of the cases are single mothers, disabled, and low income individuals who are taken advantage of based on their need for transportation and limited ability to afford down payments. Nick's success with these defective motor vehicle cases has included repairs, equitable settlement, return of the defective vehicles for the purchase price, and trials where damages, including triple damages were awarded. Most proudly, Nick has made bankrupt several notorious businesses whose model was to commit unfair and deceptive practices regularly.

The combined individual talents and backgrounds of Josh and Nick make them an ideal team to operate one of the first cannabis companies in Massachusetts. Both individuals possess the persistence, confidence, creativity, specialized knowledge, compassion and dedication to the public good required to operate a cannabis company in a responsible and constructive manner as the recreational use law was designed.

Sincerely submitted,

Nicholas A. Gomes, Esq.

OLD SOUL GARDENS LLC

HOURS OF OPERATION AND AFTER-HOUR CONTACT INFORMATION

1. General: Old Soul Gardens shall be in constant operation twenty-four hours a day when there is a demand for production. The public will only be able to access building for retail sale purposes during our hours of operation.

2. Hours of Operation: Old Soul Gardens hours of operation for retail sale to the public everyday from 10:00a.m. until 7:00p.m.

3. After-hours Contact: In the event contact with Old Soul Gardens is necessary after the standard hours of operation then such contact should be made to:

Nicholas A. Gomes, Esquire
382 Main Street
Acushnet, MA 02743
508-264-2530

or

Joshua R. Craig
50 Hemlock Point
East Freetown, MA 02717
508-817-7590

OLD SOUL GARDENS LLC

SECURITY PLAN AND PROCEDURES SUMMARY

1. General: Old Soul Gardens commitment to providing the public with quality products in a safe environment is safeguarded by our security plan integrated into our employee training and operating procedures. Our technologically advanced 24 hour a day physical and electronic security measures are designed to protect each aspect of our company including the premises, equipment and products, employees, consumers, and the general public. Old Soul Gardens atmosphere is a modern knowledgeable professionalism in a comfortable environment that requires the backing of security measures surpassing typical liquor stores, luxury retail stores, and meeting, if not exceeding, the pharmaceutical, banking, and tourism industries. This commitment to security is implemented to ensure safety, increase public trust, decrease susceptibility to and incentive of organized crime, curtail employee misconduct, and deter and prevent unauthorized entry, theft, and diversion of products. Security is achieved by the use of trusted employees thoroughly scrutinized for allowing only authorized individuals into the premises, 24 hour electronic alarm and surveillance systems, proper lighting and efficient building layout design, third party security contractors, and secured and locked areas for specific employees to handle, process, dispose, and store marijuana.

2. Identification: All individuals seeking access to the premises or to whom marijuana products are being transported shall be positively identified with a government issued identification card to limit access solely to individuals 21 years of age or older. No individual under the age of 21 years of age shall be allowed access to the premises.

3. Loitering Prevention: Only individuals engaging in activity expressly or by necessary implication permitted by the adult use of marijuana regulation and its enabling statute are allowed to remain on the premises. Only a certain amount of individuals shall be allowed into the premises at a time to ensure proper monitoring, dissemination of information, and service can occur. All individuals on the premises will be closely monitored and flagged for loitering and other unpermitted behavior. Any individuals found loitering or engaging in unpermitted behavior shall be respectfully warned of the offending behavior and removed from the premises by security.

4. Waste Disposal: The disposal of all organic waste composed of or containing marijuana and marijuana products shall be stored, secured, managed, and disposed of in accordance to all of Old Soul Gardens operating procedures including this security plan, storage procedures, waste disposal procedures, and all applicable law. All aspects of the waste disposal shall be monitored to ensure marijuana in excess of the quantity required for normal, efficient operation under 935 CMR 500.105, and marijuana waste shall be processed into a mixture rendering the cannabis unusable for its intended purpose and recycled through composting at solid waste facility compliant with 310 CMR 16.

5. Entrance and Egress: All entrances to Old Soul Gardens shall be kept secure by electronic monitoring and locking mechanisms to prevent unauthorized access. The premises shall have a single entrance for consumers and the public to enter under constant electronic surveillance and physical security staff during hours of operation. This entry point shall be the identification check-

point as described in provision 2 of this plan. The premises will be compliant with the Americans with Disability Act.

6. Limited Access Areas: Old Soul Gardens shall have secure locations at the premises for its cultivation, processing, production, storage, and disposal of waste separate and distinctly a part from the area in which the public will enter and obtain retail sales. Only authorized employees are granted access into this secure locked location and the single entry point shall have identification on the door in the form of a 12" x 12" sign with one inch lettering stating "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only." All limited access areas are described in a diagram of the premises attached hereto and incorporated for reference herein reflecting entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas.

Access to limited access areas shall be restricted to employees, agents or volunteers specifically permitted by Old Soul Gardens, agents of the Commission, state and local law enforcement and emergency personnel. Old Soul Gardens employees shall visibly display an employee identification badge issued by Old Soul Gardens at all times during working hours and work operations. Only specifically authorized employees requiring work in the limited access areas shall be provided access and only the minimum number of employees essential for efficient operation.

All outside vendors, contractors and visitors shall obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by an Old Soul Gardens agent authorized to enter the limited access area. The visitor identification badge shall be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. All visitor identification badges shall be returned to Old Soul Gardens upon exiting the premises.

7. Employee Safety: The construction of the Old Soul Gardens facility will be designed so as to provide safety to its employees and a means of immediately activating a silent alarm in the event of encountering crime or other danger. The security team will have a physical presence in the entrance of the secured area so as to prevent and deter crime.

8. Storage of finished products: All finished marijuana products shall be secured in a locked vault to prevent diversion, theft and loss. All safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing or storage of marijuana products shall be kept securely locked and protected from entry, except for the actual time required to remove or replace marijuana. All locks and security equipment shall be kept in good working order. Keys shall be prohibited from being left in door locks and in a location accessible to persons other than specifically authorized employees. Security measures, such as combination numbers, passwords or electronic or biometric security systems shall be used on the property and only shared with specifically authorized employees.

9. Outside Perimeter: The outside perimeter of Old Soul Gardens shall be sufficiently lit to facilitate surveillance and safe ingress and egress for customers and the public. All marijuana products shall be kept out of plain sight and shall not be visible from a public place without the use of binoculars, optical aids or aircraft. The exterior of the property shall not have any indication of the type of licensed operations in the premises. The proposed property is not located within 500

feet of a pre-existing public or private school providing education in kindergarten or any of grades one through 12, measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where Old Soul Gardens will be located. The premises has a parking lot and is bordered by a street providing a safe means of accessing the building with sufficient lighting. Trees, bushes and other foliage outside of the property shall be maintained so as to prevent a person or persons from concealing themselves from sight.

10. Emergency prevention and reaction policies and procedures: Old Soul Gardens property, policies and practices have been carefully chosen to prevent and avoid problems potentially associated with operation of a marijuana establishment. Nonetheless, Old Soul Gardens shall implement its existing emergency policies and procedures following an instance of dangerous encounters, marijuana diversion, theft or loss and shall regularly conduct an assessment to determine whether additional safeguards are necessary. Emergency policies include safety assessments, compliance auditing, reporting procedures, and training.

11. Incident Reporting:

(a) Old Soul Gardens shall notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of the breach. Notification shall occur, but not be limited to, during the following occasions:

—. discovery of discrepancies identified during inventory;
—. diversion, theft or loss of any marijuana product;
—. any criminal action involving or occurring on or in the property;
—. any 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 related to marijuana;
—. an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by Old Soul Gardens;
—. the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or
—. any other breach of security.

(b) Old Soul Gardens shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified.

(c) All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(7)(a) shall be maintained by Old Soul Gardens 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.

(d) Old Soul Gardens shall actively train its employees and implement security measures to avoid the actions described in (a) above.

12. Third Party Security Audits. Old Soul Gardens shall annually obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit must 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 the establishment's security system, Old Soul Gardens shall also submit a plan to mitigate those concerns within ten business days of submitting the audit.

13. Access to the Commission, Emergency Responders and Law Enforcement.
(a) The following individuals shall have access to Old Soul Gardens' premises and its transportation vehicle(s):
-Representatives of the Commission in the course of its authorized responsibilities;
-Representatives of other state agencies of the Commonwealth; and
-Emergency responders in the course of responding to an emergency.

(b) Old Soul Gardens property layout plans, security plan and procedures, and all supplements, shall be shared with the appropriate law enforcement and fire services authorities. The security plans and procedures shared with law enforcement authorities shall include:
-a description of the location and operation of the security system, including the location of the central control on the premises;
-b schematic of security zones;
-c the name of the security alarm company and monitoring company, if any; and
-d a floor plan or layout of the facility in a manner and scope as required by the municipality.

14. Development of new safeguards: Old Soul Gardens commitment to security includes an intent to progressively evolve its security requirements and training to fit the present needs of its operation. Old Soul Gardens stringent policies and procedures will be monitored by internal audits to ensure satisfactory performance of security measures and employees. Old Soul Gardens will internally develop additional safeguards against new threats through the experience gained from adhering to our security policies, utilizing security controls and monitoring, advancing our electronic surveillance and lighting systems, managing customer purchases, monitoring activity in limited access areas, and processing and storing products in only secure rooms and vaults.

Old Soul Gardens intends to work closely with the local community organizations and neighborhoods, local police department, state police and the Cannabis Control Commission in order to develop new strategies and safeguards.

15. Security and Alarm Components: Old Soul Gardens commercial grade electronic security surveillance system is designed to prevent and detect diversion, theft or loss of marijuana or unauthorized intrusion, by utilizing:

a. A perimeter alarm on all building entry and exit points and perimeter windows, if any;

b. A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of Old Soul Gardens within five minutes after the failure, either by telephone, email and text message;

c. A duress alarm, panic alarm or hold-up alarm connected to local public safety or law enforcement authorities;

d. Video cameras in all areas that may contain marijuana, at all points of entry and exit and in any parking lot which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the area;

e. Twenty-four hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least 90 calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if Old Soul Gardens is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information;

f. The ability to immediately produce a clear, color still photograph whether live or recorded;

g. A date and time stamp embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture;

h. The ability to remain operational during a power outage through the use of an on-site power-generator; and

i. A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alternation of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

16. Additional Security and Alarm Components:

a. All security system equipment and recordings shall be maintained in a designated secure office location on-site so as to prevent theft, loss, destruction and alterations.

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

c. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

d. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

e. Old Soul Gardens shall have an additional back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.

17. Storage Security: Marijuana shall be stored in a safe, steel cabinet, enclosure or vault having the following minimum specifications:

a. the storage structure shall be capable of being locked and either bolted or cemented to the floor and walls in such a way that it cannot be readily removed;

b. the storage structure shall be equipped with an alarm system which, upon attempted unauthorized entry, shall transmit a signal directly to a central protection company or a local or State police agency which has a legal duty to respond, or a 24-hour control station operated by Old Soul Gardens, or such other protection as the Commission may approve.

c. the storage structure shall be made of sufficient quality material to meet or exceed the standards established for the physical security control standards set forth for narcotic treatment programs and compounders under 21 CFR 1301.72(b).

d. the storage structure shall remain locked at all times unless when necessary for the transportation of product.

e. the storage areas shall be accessible only to an absolute minimum number of specifically authorized employees. When it is necessary for employee maintenance personnel, nonemployee maintenance personnel, business guests, or visitors to be present in or pass through storage areas, Old Soul Gardens shall provide for adequate observation of the area by an employee specifically authorized in writing.

f. When several types of marijuana and marijuana products are handled separately by Old Soul Gardens for different purposes (e.g., damaged goods, processed goods, or goods in process), the substances may be stored separately, provided that each storage area complies with the requirements set forth in this section.

OLD SOUL GARDENS LLC

EMERGENCY RESPONSE AND DISASTER PROCEDURES SUMMARY

1. General: Old Soul Gardens shall train its employees with policies and procedures in preparation of an emergency, disaster, or other threat of safety. Old Soul Gardens shall follow its inventorying, recordkeeping and reporting, handling and security procedures in addition to the emergency procedures contained herein.

2. Fire Protection System: The establishment shall be built with a fire protection system in accordance to all applicable building codes. The establishment shall be built and equipped with smoke and fire monitoring alarms and a suppression system where required. The fire protection system shall be detailed on plans submitted to the City's Fire Department. Old Soul Gardens will connect to the City's water supply to maintain a source of reliable water.

3. Medical Conditions: The establishment shall be prepared to make immediate contact with emergency services for any individual who is having any sort of medical condition requiring attention from a professional in or around the establishment.

4. Weather Conditions: The establishment will be built to current building code standards sufficient enough to withstand weather patterns and storms. The establishment intends to build an energy generator to maintain operations in the event of a municipal power outage.

5. Crime, Invasion and Diversion: The establishment shall be built and properly staffed with security to prevent and minimize crime, unauthorized trespass, and diversion of marijuana. The exterior of the building will be surrounded by a fence where appropriate. The building will be built so that it is not easily penetrable or susceptible to unauthorized entry. The interior of the establishment will be built strategically to deter crime and diversion using a single-entry lock point for the secure retail location. The incentive to commit a crime or diversion is minimized when the individual has a low likelihood of successful escape and the quantities involved are nominal. The establishment will be equipped with sufficient lighting, locking mechanisms, and an electronic surveillance system for detection and prevention of crime. Secured locations other than the retail location will be identified and kept locked and not accessible to the general public. All individuals entering the premises shall have their identification verified prior to entry. The entrance to the secured location where retail sales will take place will be guarded. The retail products will be pre-packaged in locked containers while only small quantities will be kept available behind encased transparent material for the clients to view and only obtain a closer in-hand look upon request and monitoring by a cannabis consultant.

6. Robbery and Handling of Cash and Cannabis: Old Soul Gardens must take specific precaution against crime because of the high value of cannabis and the majority of purchases deriving from cash payments. Employees are trained on cash and marijuana handling procedures so that marijuana is only handled in large quantities in secured locked locations not accessible to the general public or easily accessible to trespassers. The quantities of cash in the secured retail location are kept in nominal values up to $1,200.00 in a cash register draw at a time before $1,000.00 denominations are dropped into a secured drop vault for further transfer to a third central vault on-site where the money is kept until it is delivered to a financial institution. The establishment will be guarded daily and equipped with silent alarms in the event of a robbery or similar altercation of diversion of product. The security measures taken by Old Soul Gardens in the unlikely event of a robbery is the protection of the public and community good. Old Soul Gardens will voluntarily participate in any investigation arising from the

establishment and regularly monitor its own security measures to identify weakness and change procedures when necessary.

7. Safety Assessments and Auditing: Old Soul Gardens shall conduct regular safety assessment and auditing of its security and emergency procedures to ensure they are meeting the objectives of safety.

8. Employee Practices: Old Soul Gardens shall only hire employees with satisfactory background checks after a rigorous interview selection process in an attempt to hire only skilled, honest, and trustworthy individuals. Employees activities will be closely monitored for potential diversion of marijuana with inventorying checks and balances to prevent diversion. The likelihood of diversion is minimized by our employee policies and procedures which create incentive to minimize diversion and presents a successful employment opportunity for trusted employees.

OLD SOUL GARDENS LLC

ENERGY, CONSERVATION, AND ENVIRONMENTAL IMPACT SUMMARY

1. General: Old Soul Gardens is committed to use all efforts to use energy reduction techniques and opportunities such as incorporating energy efficient measures into all aspects of its operation as well as having a plan to implement future opportunities that are not yet accessible because of financial restraint. Old Soul Gardens practices are in accordance to CMR 500.105(15) and 935 CMR 500.120(11). In our efforts to be an energy and environmental leader in the industry we plan to utilize best management practices for energy use, waste disposal and environmental impact. We plan to limit production of waste and recycle all waste where possible. We will set and monitor our environmental impact goals from product choice, water consumption methods, cultivation practices, manufacturing methodology and technology, production materials, and waste generation and disposal.

2. Lighting: Old Soul Gardens intends to operate up to 50,000 square feet of canopy utilizing an indoor energy efficient lighting LED system designed for marijuana cultivation and outdoor greenhouse grows with light assistance technology. Old Soul Gardens initially intends to only cultivate up to 5,000 square feet of canopy space. Old Soul Gardens will use outdoor greenhouse cultivation practices with light assistance to protect optimal growth and product quality. The Lighting Power Densities will not exceed an average of 36 watts per gross square foot of active and growing space canopy.

3. Energy Efficiency, Renewability, and Use Reduction: Old Soul Gardens shall utilize outdoor natural lighting when feasible for optimal growth of the product and other energy efficient measures whenever financially possible such as solar arrays, electronic timing system, energy efficient equipment and fixtures, and a water recollection system. The company also intends to use strategic electronic controls to reduce electric demand where possible such as light schedules, active load management, and energy storage. Old Soul Gardens plans to install an energy generator as shown on plans submitted in the application process to maintain self-sustaining operations in the event of a municipal failure. Old Soul Gardens shall engage services from the local municipal energy plant including such programs offered pursuant to M.G.L. c. 25, § 21.

4. Waste Management: Old Soul Gardens waste disposal procedure is to prioritize composting the plant either on-site or at a third-party location after it has been destroyed and *rendered* no longer useable.

5. Water Management: Old Soul Gardens shall implement water efficient technology and practices to minimize environmental impact.

6. Best Practices: Old Soul Garden's commitment to the community includes sustainable energy efficient best management practices including using renewable energy, energy monitors, internal quality management systems, and electronic automated practices. Old Soul Gardens strives to meet all environmental standards and obtain accolades such as Leadership in Energy and Environmental Design (LEED), the Cannabis Conservancy (TCC) and the Massachusetts Environmental Leader Compliance designation. Old Soul Gardens mission is to offset our

electricity consumption with renewable energy when possible and work towards our goal of meeting Massachusetts initiatives to become 100% renewable. Energy monitors will be utilized in our cultivation rooms and greenhouses which will be regularly monitored to allow for changes in use where possible. Old Soul Gardens will use an internal quality management system that is aligned with international accreditation standard to cover areas of cultivation management that are fundamental to the sustainable production process, such as agricultural inputs; land, water, and energy usage; waste management; harvest, processing, and handling procedures; and product traceability. Our energy management practices will allow us to monitor, measure and manage ongoing efficiency efforts. While it may not be financially feasible to meet our 100% renewable energy goal or LEED design goals we plan to prioritize our future energy-conservation objectives and work towards them as we gain revenue. These may include measures such as on-site co-generation (ChP) energy production and renewable technology—such as solar PV, wind turbines, fuel cells, geothermal and biomass—deploying energy-efficient technology and optimizing energy use to minimize the purchase of energy at peak demand pricing. Ultimately, our goal is to have our self-sustainable dispensary be a model for other facilities to assist in our overarching goal of reducing the industries carbon footprint on our earth.

OLD SOUL GARDENS LLC

MARIJUANA CULTIVATION OPERATIONS PLAN AND PROCEDURES SUMMARY

1. General: Old Soul Gardens shall only obtain marijuana by cultivation at its facility or from a duly licensed Marijuana Establishment.

2. Acquisitions: Old Soul Gardens shall either cultivate its own marijuana or acquire marijuana from other duly licensed Marijuana Establishments for the purposes of propagation. Old Soul Gardens intends to cultivate the majority of its own marijuana.

3. Sales: Old Soul Gardens shall only sell its marijuana for adult use sale to other duly licensed Marijuana Establishments and to consumers at its retail dispensary. Old Soul Gardens intends to sell the majority of its own cultivated and manufactured marijuana.

4. Designated area: All phases of the cultivation, processing, and packaging of marijuana by Old Soul Gardens shall take place in a designated secure area that is not visible from a public place without the use of binoculars, aircraft or other optical aids. This area shall be kept secure in accordance to Old Soul Gardens security procedures. Old Soul Gardens shall implement cultivation operations both indoors and outdoors.

5. Pesticides: Old Soul Gardens intends to not use any form of pesticides in its cultivation procedures. In the event pesticides are used then all applications shall be performed in compliance with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00. Any testing results indicating noncompliance shall be immediately reported to the Cannabis Control Commission.

6. Testing: Old Soul Gardens shall document its compliance with the testing requirements of 935 CMR 500.160, a part of its cultivation procedures including assessments, independent testing, response to laboratory results, notification to the Cannabis Control Commission, and disposal.

7. Organic Labeling: Old Soul Gardens shall only label its marijuana as "organic" if its cultivation is consistent with US Department of Agriculture organic requirements at 7 CFR 205. Old Soul Gardens intends to comply with said regulation by cultivating with organic measures.

8. Soil: Old Soul Gardens shall use soil meeting federal standards identified by the Commission.

9. Contaminants: Cultivation practices and procedures are designed to limit contamination including, but not limited to, mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm.

10. Plant Nutrient: All application of plant nutrient to land used for the cultivation of marijuana shall comply with St. 2012, c. 262, as amended by St. 2013, c. 118, § 26, and 330 CMR 31.00: *Plant Nutrient Application Requirements for Agricultural Land and Non-agricultural Turf and Lawns.*

11. Inventory: All marijuana plants and each phase of its development shall be tracked with a real-time inventory system and reviewed to ensure all marijuana product is properly cultivated, processed and sold to consumers lawfully. The inventorying procedure shall identify, record, and report diversion, theft, or loss. Old Soul Gardens shall review the data so errors and inaccurate are corrected. Inventory shall be conducted on a monthly basis to determine cultivation amounts, finished, and stored marijuana. A comprehensive annual inventory shall also be conducted. All inventorying shall be transcribed by an oral recording device. The record of each inventory shall include the date, names and signatures of the individual conducting the inventory and summary of findings in compliance with 935 CMR 500.105(8).

12. Recalls: Old Soul Gardens real-time inventory tracking and security measures shall be adequate to deal with recalls due to internal voluntary action or any action initiated at the request or order of the Cannabis Control Commission, to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.

13. Segregation and Destruction: Any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana shall be segregated from other marijuana for market and destroyed. Such actions shall be recorded in writing at the time of disposition of the marijuana in compliance with 935 CMR 500.105(12).

14. Transfer and Acquisition: Old Soul Gardens intends to operate self-sufficiently in the cultivation and sale of its own products. In the event it is necessary to transfer, acquire or sell marijuana between another Marijuana Establishment then such procedures shall be adhered to as included in Old Soul Gardens operating procedures.

15. Energy Efficiency: Old Soul Gardens shall operate and source equipment to meet standards established by the Cannabis Control Commission for minimum energy efficiency and equipment standards and all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). Old Soul Gardens shall use additional best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

    Old Soul Gardens shall use the following minimum energy efficiency and equipment standards:

    (a) The building envelope for all facilities, except greenhouses, shall meet the minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

(b) The Lighting Power Densities (LPD) for cultivation space must not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.

(c) Heating Ventilation and Air Condition (HVAC) and dehumidification systems must meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).

(d) Safety protocols must be established and documented to protect workers and consumers (*e.g.*, eye protection near operating grow light). OSHA compliance.

OLD SOUL GARDENS LLC

MARIJUANA PRODUCT MANUFACTURING

1. Product Manufacturing: The Production of edible marijuana products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; and
   if Any marijuana product that is made to resemble a typical food or beverage product must be packaged and labelled as required by 935 CMR 500.105(5) and 500.105(6).

2. Best Management Practices: Old Soul Gardens shall utilize minimum energy efficiency and equipment standards consistent with the Cannabis Control Commission and all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, 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) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. Old Soul Gardens shall continue to use its best management practices throughout its operation and satisfy its standards and any conditions of any environmental permits.

3. Test Reporting Protocol: Old Soul Gardens shall document its compliance with the testing requirements of 935 CMR 500.160, for all product cultivated and processed to be sold to consumers and licensed third party marijuana establishments.

4. Inventory Practices: Old Soul Gardens shall utilize methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories in compliance with 935 CMR 500.105(8).

5. Recalls: Old Soul Gardens shall handle all recalls of marijuana and marijuana products, both voluntary and mandatory, in accordance to its policies and procedures. Such practices require immediate response to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Old Soul Gardens to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

6. Segregation: All outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products shall be segregated from other product and destroyed according to the condition with an emphasis towards composting the material in an unusable state. Written documentation shall be made for the disposition of all marijuana products in compliance with 935 CMR 500.105(12).

7. Transportation, Acquisition, Sale: Old Soul Gardens operation is a self-sufficient central site with separate on-site locations for cultivation, manufacturing, and retail negating the requirement to transport marijuana. In the event Old Soul Gardens acquires, sells or conveys marijuana or marijuana product to other licensed marijuana establishments they shall provide safe and discreet transportation in compliance with 935 CMR 500.105(13).

8. Energy and water usage: Old Soul Gardens shall reduce energy and water usage by engaging in energy conservation and methods to mitigate environmental impacts. The policies and procedures are in compliance with 935 CMR 500.105(15).

9. Production of Edible Marijuana Products:

a. General: Old Soul Gardens shall prepare, handle, store, and produce edible marijuana products in a clean, safe sanitary industrial-grade kitchen with materials and equipment designed to prevent the growth of bacteria such as stainless steel in compliance with the requirements in 935 CMR 500.105(3) and 500.105(11). Once a label with a use-by date has been affixed to a container holding an edible marijuana product, a licensee shall not alter that date or affix a new label with a later use-by date.

b. Packaging and labeling: Any edible marijuana product that is made to resemble a typical food or beverage product must be packaged and labeled as required by M.G.L. c. 94G, § 4(a½)(xxvi) and 935 CMR 500.105(5) and (6).

Additional required labeling to be implemented include:

—. If the retail edible marijuana product is perishable, a statement that the edible marijuana product must be refrigerated.
—. A warning that the impairment effects of edible marijuana may be delayed by two hours or more.
—. The date on which the edible marijuana product was produced.
—. A warning that the impairment effects of edible marijuana may be delayed by two hours or more.
—. A nutritional fact panel that must be based on the number of THC servings within the container.
Information regarding the size of each serving for the product by milligrams, the total number of servings of marijuana in the product, and the total amount of active THC in the product by milligrams (mgs). For example: "The serving size of active THC in this product is X mg(s), this product contains X servings of marijuana, and the total amount of active THC in this product is X mg(s)."

(c) Dosing Design: Old Soul Gardens shall ensure that each single serving of an edible marijuana product is physically demarked in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of an edible marijuana product within a multi-serving package of edible marijuana products must be easily separable in order to allow an average person 21 years of age or older to physically separate, with minimal effort, individual servings of the product. Each single serving of an edible marijuana product contained in a packaged unit of multiple edible marijuana product shall be marked, stamped, or otherwise imprinted with a symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

(d) Dosing Limitations: Old Soul Gardens shall not prepare, nor deliver, sell or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:
(i) for a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
(ii) in a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
(iii) The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.

e. Shapes: Old Soul Gardens shall not manufacture or sell edibles in the shape of a human, animal, or fruit; or a shape that bears the likeness or contains characteristics of a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings. Old Soul Gardens shall produce geometric shapes that are simply fruit-flavored and other non-prohibited shaped edibles.

OLD SOUL GARDENS LLC

RETAIL SALE OPERATIONAL PROCEDURES

1. General: Old Soul Gardens shall operate its retail sale establishment in compliance with 935 CMR 500.140.

2. On-premises Verification of Identification for Adult Use Only Locations. Upon entry into the premises of a our establishment by an individual, one of our agents shall immediately inspect the individual's proof of identification and determine the individual's age. An individual shall not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification.

3. On-premises Verification of Identification for Colocated Adult Use and Medical Use Locations. Old Soul Gardens does not intend to operate a colocated adult use and medical use location, but in the event it does seek such licensing, it shall follow the following practices. Upon entry into our establishment by an individual, a marijuana establishment agent shall immediately inspect the individual's proof of identification and determine that the individual is 21 years of age or older. If the individual is younger than 21 years old but 18 years of age or older, he or she shall not be admitted unless they produce an active medical registration card issued by the DPH. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification. If Old Soul Gardens becomes colocated with a medical marijuana treatment, it shall maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

4. Limitation on Sales. In accordance with M.G.L. c. 94G, § 7, a Marijuana Retailer may not sell more than one ounce of marijuana or five grams of marijuana concentrate to a consumer per transaction.

5. Unauthorized Sales and Right to Refuse Sales. We shall refuse to sell marijuana to any consumer who is unable to produce valid proof of identification. We may refuse to sell marijuana products to a consumer if, in the opinion of the marijuana establishment agent based on the information available to the agent at that time, the consumer or the public would be placed at risk. Old Soul Gardens shall not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction. Old Soul Gardens is will not sell marijuana products containing nicotine or alcohol.

6. Recording Sales: Old Soul Gardens shall only utilize a point-of-sale (POS) system and sales recording module approved by the Commission, in consultation with the DOR. We shall conduct a monthly analysis of our 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. We will maintain records of performing the monthly analysis and produce it upon request to the Commission. If it is determined 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: we shall immediately disclose the information to the Commission; we shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and take such other action directed by the Commission to comply with 935 CMR 500.105.

7. Record Retention: Old Soul Gardens shall comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

8. Point-of-sale: Old Soul Gardens utilizes separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales. The Commission and the DOR may audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

9. Physical Separation of Marijuana and Marijuana Products for Medical or Adult Use. In the event Old Soul Gardens becomes colocated with a RMD, it shall provide for physical separation between medical and adult-use sales areas. Separation may be provided by a temporary or semipermanent physical barrier, such as a stanchion, that, in the opinion of the Commission, adequately separates sales areas of marijuana products for medical use from sales areas of marijuana products for adult use. Old Soul Gardens will provide for separate lines for sales of marijuana products for medical use from marijuana products for adult use within the sales area, provided, however, that the holder of a medical registration card may use either line and shall not be limited only to the medical use line. Old Soul Gardens will additionally provide an area that is separate from the sales floor to allow for confidential consultation.

10. Consumer Education. Old Soul Gardens will make available educational materials about marijuana products to consumers and will have an adequate supply of current educational material available for distribution. Educational materials must be available in commonly spoken languages designated by the Commission, which will include, but not be limited to appropriate materials for the visually- and hearing-impaired. Such materials shall be made available for inspection by the Commission upon request. The educational material must include at least the following:

    (a) A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
    (b) A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
    (c) Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;
    (d) Materials offered to consumers to enable them to track the strains used and their associated effects;
    (e) Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained;
    (f) A discussion of tolerance, dependence, and withdrawal;
    (g) Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
    (h) A statement that consumers may not sell marijuana to any other individual;
    (i) Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and
    (j) Any other information required by the Commission.

11. Testing: No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

12. Patient Supply: In the event Old Soul Gardens becomes colocated with a RMD shall ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 105 CMR 725.000: *Implementation of an Act for the Humanitarian Medical Use of Marijuana*. Old Soul Gardens will reserve 35% of its marijuana products for medical use. Marijuana products reserved for patient supply

shall, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. In the event that a substitution must be made, the substitution shall reflect the type and strain no longer available at the establishment as closely as possible. On a quarterly basis, Old Soul Gardens shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, the Marijuana Retailer shall submit a report to the Commission in a form determined by the Commission. Marijuana products reserved by Old Soul Gardens for patient supply shall be either maintained on site at the retailer or easily accessible at another location operated by the licensee and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. Old Soul Gardens shall perform audits of patient supply available at the establishment on a weekly basis and retain those records for a period of six months.

OLD SOUL GARDENS LLC

MARIJUANA STRAINS SUMMARY

1. General: Old Soul Gardens intends to cultivate its own proprietary strains and manufacture the flower into marijuana products including concentrates, edible infusions, and creams.

2. Strains: The strains to be regularly cultivated and manufactured into products include:

I. Screaming Eagle - (Seeds sourced from Dominion Seed Company)
II. Deadband - (Seeds sourced from Dominion Seed Company)
III. Dominion Skunk - (Seeds sourced from Dominion Seed Company)
IV. Buck Eye Purple - (Proprietary clones)
V. Gorilla Glue #4 - (Proprietary clones)
VI. Burnt Cream Pie - (Proprietary clones)
VII. Forum-"GSC" - (change name) (Proprietary clones)
VIII. Purple Punch - (Proprietary clones)
IX. Dossie Doe - (Proprietary clones)
X. Garlic Mushroom Onion - (Proprietary clones)
XI. Big Smooth- (Proprietary clones)
XII. Cannatonic - (Proprietary clones) Strain high CBD Oil- only 1% THC

OLD SOUL GARDENS LLC

MARIJUANA HANDLING PROCEDURE SUMMARY

1. General: Old Soul Gardens shall process marijuana in a safe and sanitary manner to prevent damage and contamination.

2. Female Marijuana: Only the leaves and flowers of the female plant shall be processed, which shall be:
   a)Well cured and generally free of seeds and stems;
   b) Free of dirt, sand, debris, and other foreign matter;
   c) Free of contamination by mold, rot, other fungus, and bacterial diseases;
   d) Prepared and handled on food-grade stainless steel tables; and
   e) Packaged in a secure area.

3. Sanitation and Agent Hygiene: Old Soul Gardens and its agents shall process marijuana in a safe and sanitary manner to prevent damage and contamination including the following:
   a) Any marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
   b) Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty including maintaining adequate personal cleanliness and washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
   c) Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
   d) There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
   e) Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
   f) Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. Old Soul Gardens shall utilize stainless steel and other antibacterial equipment.
   g) There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
   h) All buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
   i) All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.

Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;

j) All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products;

k) The water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

l) Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the property. Plumbing shall properly convey sewage and liquid disposable waste from the property. There shall be no cross-connections between the potable and waste water lines;

m) The property provides its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

n) Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and

o) 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. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

p) All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments.*

OLD SOUL GARDENS LLC

TESTING OF MARIJUANA PRODUCTS SUMMARY

1. General: No marijuana product, including marijuana, will be sold or otherwise marketed for adult use by Old Soul Gardens that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the DPH. Testing of environmental media *(e.g.*, soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

2. Adverse Laboratory Results: Old Soul Gardens shall immediately respond to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), including notifying The Cannabis Control Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both Old Soul Gardens and the Independent Testing Laboratory, separately and directly. Old Soul Gardens' notification must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. Records of such testing shall be maintained for one year. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13). All storage of marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11). All excess marijuana must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly. No marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

OLD SOUL GARDENS LLC

STORAGE SUMMARY

1. Old Soul Gardens provides adequate lighting, ventilation, temperature, humidity, space, and equipment, throughout the premises for the proper handling, processing and storing of marijuana in accordance with applicable law. *See* 935 CMR 500.105 and 500.110. Old Soul Gardens cultivation and manufacturing policy is to conduct its operations in a laboratory setting with scientific exactness. We use experience and close attention to all stages of marijuana production from strain selection to extraction and processing to consistently provide only clean, safe, high-quality products for our clients and future patients.

2. Old Soul Gardens will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed according to our waste disposal policy. In our efforts to be an energy and environmental leader in the industry we plan to utilize best management practices for energy use, waste disposal and environmental impact. We plan to limit production of waste and recycle all waste where possible. We will set and monitor our environmental impact goals from product choice, water consumption methods, cultivation practices, manufacturing methodology and technology, production materials, and waste generation and disposal.

3. Old Soul Gardens storage areas shall be maintained in a clean and orderly condition. All tools, stainless steel benches, and other commercial food grade equipment shall be kept clean and in accordance to all public health regulations. Records will be kept on the cleanliness of marijuana, marijuana products, and both cultivation and manufacturing areas.

4. Old Soul storage areas will be free from infestation by insects, rodents, birds, and pests of any kind.

5. Old Soul Gardens storage areas shall be maintained in accordance with the security requirements of 935 CMR 500.110, as set forth in its security policy.

OLD SOUL GARDENS LLC

RECORD KEEPING

1. General: Old Soul Gardens shall keep an office for the purpose of keeping its business records for inspection by the Cannabis Control Commission ("Cannabis Control Commission") upon request.

2. Maintenance: The records of a Marijuana Establishment shall be maintained in a secure location within the facility and in accordance with generally accepted accounting principles.

3. Confidentiality: All records shall be kept in a locked area within a secured location within the facility not accessible to the public nor easily accessible to an unauthorized individual. Access to confidential records shall be limited to only those reasonably necessary for the operation of the business.

4. Closure: Following closure of Old Soul Gardens, all records must be kept for at least two years at its own expense in a form and location acceptable to the CCC.
5. Required Records: All records shall be kept as required by 935 CMR 500.000, including, but not limited to:

(a) Written operating procedures as required by 935 CMR 500.105(1);
(b) Inventory records as required by 935 CMR 500.105(8);
(c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
(d) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
(e) Personnel policies and procedures;
(f) Waste disposal records as required under 935 CMR 500.105(12)
(g) Business records, which shall 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

(h) The following 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 marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
b. documentation of verification of references;
c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
e. documentation of periodic performance evaluations;
f. a record of any disciplinary action taken; and

g. notice of completed responsible vendor and eight-hour related duty training.

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

OLD SOUL GARDENS LLC

INVENTORY PROCEDURES SUMMARY

1. General: Real-time inventory shall be maintained as specified by the Commission, including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

2. Inventories and Review: Old Soul Gardens inventory controls and procedures include conducting inventory reviews and comprehensive inventories of marijuana in all aspects from plants in the process of cultivation, and finished, stored marijuana, as well as products. Inventories shall be performed monthly for marijuana in the process of cultivation and finished, stored marijuana. A comprehensive annual inventory shall be conducted at least once every year after the date of the previous comprehensive inventory. Inventories shall be taken promptly upon counting by use of an oral recording device and by agent signature. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

3. Tracking: Old Soul Gardens shall use the Cannabis Control Commission's approved seed-to-sale methodology tracking and tagging system for all marijuana seeds, clones, plants, and marijuana products.

4. Independent Testing: Old Soul Gardens shall only create marijuana and marijuana products that are capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

OLD SOUL GARDENS LLC

EMPLOYEE STAFFING SUMMARY

1. General: Old Soul Gardens is a Massachusetts craft cannabis company sowing the seeds of innovation by focusing on the local community and consumers to promote positive growth in our local economy while ensuring consistent access to safe premium marijuana. Old Soul Gardens is committed to quality, responsibility and sustainability. Our three primary ideals permeate through our employee staffing plan to add to our unique growth as a company. Old Soul Gardens' lifted life values are built upon a foundation of social responsibility to our clients and local communities. Our commitment is demonstrated by our plan to operate locally, hire employees from our communities with diverse backgrounds without regard for race, disability, gender, and other statuses, and manage our employees with respect and due care in accordance to all laws.

2. Quality, Responsibility and Sustainability: Old Soul Gardens' fundamental commitment to our clients and community begins with creating a pure and safe quality product. Our employees are trained with our policies and procedures to ensure our quality is never compromised to fulfill our obligations to the public and greater world at large. Our future employees are provided with at least a week of in-house training with a mentor for their job description. Our employees are required to meet all training specifications as created by the Cannabis Control Commission and as set forth by Old Soul Gardens in its Employee Continuing Training Program, audit and monitoring of employee performances.

3. Workforce: Old Soul Gardens hiring practices is focused on obtaining and maintaining a skilled and diverse workforce. Our policies include seeking to hire local employees, veteran incentive hiring, affirmative action, equal employment opportunity, a zero tolerance policy for violence, discrimination, sexual harassment, and stalking, a drug-free workplace, and Americans with Disabilities Act and Family Medical Leave Act compliance. Old Soul Gardens is creating an inclusive work environment welcoming and respecting all people based on merit and skill regardless of race, creed, colors, national origins, disabilities, gender, age, sexuality and orientation. Our diversity will make our company stronger and improve our ability to empower our community.

4. Employment Positions: Old Soul Gardens will have the following positions:

   I. Security: Security will ensure all of our products are safe from seed to the consumers leaving our premises. The security division will include building security, internal and external loss prevention investigations, and operations security for our products, employees, clients, and patients. Our focus will be on the safe access to our products as well as ensuring no product is diverted to unintended individuals and for illegal uses. Security will be the first line of defense to stop the diversion of marijuana to individuals younger than 21 years of age by checking for proper identification before entry into a secured area for the retail purchase of secured products.

II. Cannabis Consultant: A cannabis consultant provides retail assistance and processing to customers to effectuate an informed purchase of marijuana or marijuana products to fit the unique needs of the client. The cannabis consultant will be focused on providing information and advising clients so they obtain the safest and best experience through our various products and methods of consumption.

III. Cultivator: A cultivator harnesses our technology, equipment and nature to create and process only the highest quality marijuana flowers.

IV. Manufacturer: A manufacturer transforms the marijuana flower into various marijuana products including concentrates, edible infusions, oils, creams and topicals.

V. Manager: A manager oversees the various operations of the establishment and employees. This position designed to assist in promoting our company in the cannabis industry through operational management, research, community outreach, and regulatory compliance to ensure the company is always evolving to meet the needs of our community in a responsible manner.

VI. Executives: The executives and equal partners of the company are Nicholas A. Gomes and Joshua R. Craig. The executives shall operate and manage the company while fulfilling numerous positions within the company.

5. Alcohol, smoke and drug-free workplace: Old Soul Gardens shall not allow alcohol, smoking and drug-use on its property. Such unauthorized use by an employee shall be subject to termination of employment.

6. Records: Employee records shall be kept orderly and maintained in a secured location in accordance to the company's record policy.

7. Termination: Any employee who violates the employee contract or any provision of the Old Soul Gardens' policies and procedures shall be subject to immediate suspension if it is determined their actions or future employment will be detrimental to the company and the public good. Such actions justifying immediate termination and due notice to the Cannabis Control Commission include:

I. diverting marijuana or marijuana products;
II. engaging in unsafe practices with regard to operation of the company; and
III. any conviction or guilty plea, plea of *nolog contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

8. Cash: Employees shall use all care and reason for the safe handling of cash at the establishment. Sales will be limited to small quantities of products to prevent an influx of

cash in an unsafe manner. Cash will be maintained during hours of operation in three locations including a cash register, a cash drawer drop with vault access, and a central vault. The cash register will start with $200.00 at the opening of each shift and be limited to $1,200.00 at any given time. Transfers of $1,000.00 at a time will be made from the register to the cash drawer drop. Transfers from the cash drawer drop to the central vault will be done on a regular basis as needed. All funds shall be transferred from the establishment to a financial institution on a regular secure basis as needed. The transfers for the cash drawer drop and to a financial institution will be done on a random schedule by a trained security team to prevent diversion and theft. Random, unmarked, and secure vehicles will be utilized to prevent detection.

OLD SOUL GARDENS LLC

ADVERTISING PLAN AND PROCEDURES SUMMARY

1. General: Old Soul Gardens shall only advertise its product and establishment in accordance to permitted practices approved by the Cannabis Control Commission. Our logo is above. Old Soul Gardens will only advertise at a charitable, sporting or similar event, if at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data.

2. Display: Old Soul Gardens shall display samples of each of its products offered for sale in secure, transparent, locked cases subject to the requirements of 935 CMR 500.110. These display cases may be transparent. An authorized employee may remove a sample of marijuana from the display case and provide it to the consumer for inspection, provided the consumer may not consume or otherwise use the sample at the retail establishment.

3. Pricing: Old Soul Gardens will post prices in the store and may respond to questions about pricing on the phone.

4. Required Disclosures: Old Soul Gardens will engage in reasonable marketing, advertising and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising and branding created for viewing by the public shall include the statement "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and shall include two of the following warnings in their entirety in a conspicuous manner on the face of the advertisement:

a. "This product may cause impairment and may be habit forming."
b. "Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug."
c. "There may be health risks associated with consumption of this product."
d. "For use only by adults 21 years of age or older. Keep out of the reach of children."
e. "Marijuana should not be used by women who are pregnant or breastfeeding."

5. Additional Disclosures: All marketing, advertising and branding produced by or on behalf of a Marijuana Establishment shall include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

6. Prohibited Practices. Old Soul Gardens marketing and advertising plan is in accordance to law and does not engage in the following actions:

—. advertising, marketing, and branding in such a manner that is deemed to be deceptive, false, misleading, or untrue, or tends to deceive or create a misleading impression, whether directly, or by ambiguity or omission;
—. advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, or print publication, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data;
—. advertising, marketing, and branding that utilizes statements, designs, representations, pictures or illustrations that portray anyone younger than 21 years old;
—. advertising, marketing, and branding including, but not limited to, mascots, cartoons, brand sponsorships and celebrity endorsements, that is deemed to appeal to a person younger than 21 years old;
—. advertising, marketing, and branding, including statements by a licensee, that makes any false or misleading statements concerning other licensees and the conduct and products of such other licensees;
—. advertising, marketing, and branding through certain identified promotional items as determined by the Commission including, but not limited to, gifts, giveaways, coupons, or "free" or "donated" marijuana;
—. advertising, marketing, and branding by a licensee that asserts that its products are safe, or represent that its products have curative or therapeutic effects, other than labeling required pursuant to M.G.L. c. 94G, § 4(a½)(xxvi), unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor as determined by the Commission;
—. installation of any neon signage or any illuminated external signage which fails to comply with all local ordinances and requirements;
—. installation of any external signage that is illuminated beyond the period of 30 minutes before sundown until closing;
—. the use of vehicles equipped with radio or loud speakers for the advertising of marijuana;
—. the use of radio or loud speaker equipment in any Marijuana Establishment for the purpose of attracting attention to the sale of marijuana;
—. advertising, marketing, and branding at, or in connection with, a charitable, sporting or similar event, unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data;
—. operation of any website of a Marijuana Establishment that fails to verify that the entrant is 21 years of age or older;
—. use of unsolicited pop-up advertisements on the internet;
—. any advertising, marketing, and branding materials for marijuana products that fails to contain the standard health warning developed by the DPH;
—. any advertising of an improper or objectionable nature including, but not limited to, the use of recipe books or pamphlets for marijuana products which contain obscene or suggestive statements;
—. advertising, marketing or branding of marijuana products, on clothing, cups, drink holders, apparel accessories, electronic equipment or accessories, sporting equipment, novelty items and similar portable promotional items;
—. advertising, marketing or branding on or in public or private vehicles and at bus stops, taxi stands, transportation waiting areas, train stations, airports, or other similar transportation venues including, but not limited to, vinyl-wrapped vehicles or signs or logos on transportation vehicles or company cars;

—. signs or other printed matter advertising any brand or kind of marijuana product that are displayed on the exterior or interior of any licensed premises wherein marijuana products are not regularly and usually kept for sale;

—. advertising or marketing of the price of marijuana products, except that the Marijuana Establishment shall provide a catalogue or a printed list of the prices and strains of marijuana available at the Marijuana Establishment to consumers and may post the same catalogue or printed list on its website and in the retail store; and

—. display of marijuana products so as to be clearly visible to a person from the exterior of a Marijuana Establishment.

OLD SOUL GARDENS LLC

LEADERSHIP RATING PLAN

1. General: Old Soul Gardens is committed to meeting its social responsibility to better our local community and the greater society at large. We strive to enhance our community by example and intend to focus on a consistently quality product, social justice, energy efficiency, and diverse local workforce.

2. Social Justice Leader: Old Soul Gardens intends to pay one percent of its gross revenue to the Social Equity Training and Technical Assistance Fund and to conduct 50 hours of educational seminars targeted to residents of areas of disproportionate impact in one or more of the following: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training.

3. Local Employment Leader: Old Soul Gardens intends to only hire residents of Massachusetts. At all times, Old Soul Gardens intends for 51% or more of its employees and executives to have been a Massachusetts resident for 12 months or more.

4. Energy and Environmental Leader: Old Soul Gardens intends to focus on meeting or exceeding its energy and environmental impact goals during its operation. Old Soul Gardens plans to meet its goals by documenting its compliance with its best management practices for energy use, waste disposal and environmental impacts. Old Soul Gardens may need to focus on meeting its operation costs during the first few years, but we remain dedicated to meeting out energy efficiency goals and working towards having retired renewable energy credits represent 100% of our energy usage. We strive to produce quality products using 100% renewable energy. Old Soul Gardens will utilize natural lighting with its outdoor greenhouses.

5. Compliance Leader. Old Soul Gardens intends to meet its social responsibility by compliance with the rules, regulations and laws of Massachusetts. All employees shall complete all required trainings for their positions within 90 days of being hired. The company shall strive to:

—. avoid written deficiency statements;
—. avoid cease and desist orders or quarantine orders;
—. avoid license suspension; and
—. meet all timelines required by the Commission.

OLD SOUL GARDENS LLC

WASTE DISPOSAL SUMMARY

1. General: Old Soul Gardens production of recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, managed, and disposed of in accordance with applicable state and local statutes, ordinances, and regulations, including, but not limited to 935 CMR 500.105(13).

2. Liquid Waste: Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: *Surface Water Discharge Permit Program*; 314 CMR 5.00: *Groundwater Discharge Program*; 314 CMR 12.00: *Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers*; the Federal Clean Water Act, 33 U.S.C. 1251 *et seq.*, the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: *Sewer System Extension and Connection Permit Program*), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: *Industrial Wastewater Holding Tanks and Containers*.

3. Solid Material and Waste: Organic material, recyclable material and solid waste generated at a Cannabis Establishment shall be redirected or disposed of as follows:

1. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
2. To the greatest extent feasible:
   a. Any recyclable material as defined in 310 CMR 16.02: *Definitions* shall be recycled in a manner approved by the Commission; and
   b. Any remaining marijuana waste shall be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.

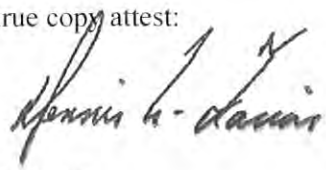
   Solid waste containing cannabis waste generated at a marijuana establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (*e.g.*, landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located; or

   No fewer than two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, *etc.*) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed

or handled, the Marijuana Establishment must create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment Agents present during the disposal or other handling, with their signatures. Marijuana Establishments shall keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

IN CITY COUNCIL, September 13, 2018
Referred to the Special Committee on Licensing and Zoning for Cannabis.
Dennis W. Farias, City Clerk

a true copy attest:



City Clerk