

SETTLEMENT AGREEMENT

Effective June 13, 2022 (the “Effective Date”), the State of Maine Department of Administrative and Financial Services (“DAFS” or “the Department”) and Licensee Green Cures, LLC (AMS 279), and DAFS, (collectively, “the Parties”) enter into this Settlement Agreement (the “Agreement”).

The Licensee, Green Cures, LLC is an adult use marijuana store. Green Cures, LLC is owned by Tanya Rollins, and she is the sole member/owner. “The Licensee” and Tanya Rollins, are used interchangeably in this Agreement.

On March 28, 2022, Michael W. Field, Director of Compliance, Office of Cannabis Policy (“OCP”), DAFS, issued a Notice of Administrative Action to the Licensee concerning certain alleged licensing violations and administrative enforcement actions, including the imposition of monetary penalties, which DAFS was taking with respect to the Licensee pursuant to the Maine Legalization Act, 28-B M.R.S. §§ 101-1102 (the “MLA”), and Maine Adult Use Marijuana Program Rules, 18-691 C.M.R. ch. 1 (the “AUMPR”).

This matter is subject to an administrative hearing pursuant to 28-B M.R.S. §801 and in accordance with the Maine Administrative Procedure Act, 5 M.R.S. §§ 9051-9064, and then potentially to judicial review pursuant to 5 M.R.S. §§ 11001-11002 and M.R. Civ. P. 80C, and the Licensee has timely requested an administrative hearing.

Now therefore, as the Parties wish to settle this matter in consideration of the mutual promises set forth herein, rather than continue the hearing and appeals process, the Parties agree as follows:

1. Licensee hereby certifies to OCP that it has provided training to all staff on the requirement that only person age 21 and over may enter the facility, and that anyone who is not an IIC holder must also be issued a visitor pass before entry to limited access areas.
2. As of the Effective Date, the Licensee agrees that she will not allow the consumption of medical marijuana in any non-private area of the licensed premises.
3. As of the Effective Date, the Licensee will maintain all business records including required records for employees and to be able to produce them for inspections. The Department agrees to decrease the proposed fine for the related violations to \$1500.00.
4. As of the Effective Date, the Licensee will not sell harvested (medical) marijuana from her

adult use marijuana store. The Department agrees to decrease the proposed fine for the related violation to \$1500.00.

5. As of the Effective Date, the Licensee will ensure that all employees, regardless of position and responsibilities, will have a valid Individual Identification Card. The fine for the related violations is \$1500.00.
6. The total fine imposed against Licensee to \$4500.00. The fine shall be paid to DAFS on the following schedule: \$1500.00 paid by August 15, 2022; \$1500.00 paid by September 15, 2022; and \$1500.00 paid by October 17, 2022.
7. Based on violations regarding the video surveillance system, the sale and processing of medical marijuana, and allowing unauthorized entry in the limited access areas, Licensee is subject to the following restrictions regarding her license:
 - a. Licensee is required to add (and maintain) 2 cameras to her video surveillance system by July 22, 2022: one in the business office and one in the manager's office. Licensee shall insure all cameras are in place and the video surveillance system undated by July 22, 2022. Licensee shall ensure her security plan is updated to reflect the two additional cameras and provided to OCP by July 22, 2022.
 - b. Licensee and any employee authorized to access the video surveillance system shall obtain training and show proficiency on the video system to OCP inspectors by July 29, 2022. Licensee will review the video system daily to ensure all components are operating properly.
 - c. Licensee will secure the NVR (network video recorder) system in a locked box/cage/cabinet by July 15, 2022.
8. DAFS reserves the right to take any action, not otherwise prohibited by this Agreement, against the Licensee or Ms. Rollins that is permitted by law including, but not limited to, those pursuant to the MLA or AUMPR, as they may be amended from time to time.
9. This Agreement sets forth the entire agreement of the Parties, and any amendment hereof shall be in writing. Representations that are not contained in the Agreement or subsequent written amendment shall have no effect.
10. The Parties agree that once this agreement is signed an administrative hearing on the Notice

of Administrative Action is no longer necessary.

11. The Parties acknowledge that this Agreement and its reduction to final written form is the result of good faith negotiations between the Parties. The Parties and their respective counsel (if applicable) have carefully reviewed and examined this Agreement before execution by said Parties. Any statute or rule of construction that requires ambiguities to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
12. This Agreement shall be governed by the laws of the State of Maine.
13. The Parties agree that this Agreement is binding upon, and inures to the benefit of, the Parties and their successors and assigns.
14. The signatory for DAFS, Michael W. Field, represents that he is duly authorized and empowered to execute this Agreement on behalf of DAFS, and that his signature is enough to legally bind DAFS to the terms of this Agreement.
15. The signatory for the Licensee, Tanya Rollins, represents that she is duly authorized and empowered to execute this Agreement on behalf of Licensee and that her signature is enough to legally bind Licensee to the terms of this Agreement.

IN WITNESS WHEREOF, the duly authorized representative of DAFS, and Tanya Rollins, have signed this Agreement below:

GREEN CURES, LLC



By its Owner, Tanya Rollins

Date: 8-3-22

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES



By Michael W. Field, its Director of Compliance,
Office of Cannabis Policy

Date: 8/4/2022