



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281571
Original Issued Date: 08/28/2020
Issued Date: 08/28/2020
Expiration Date: 08/28/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Commonwealth Farm 1761, Inc.

Phone Number: 508-834-3719 Email Address: tucker@commonwealthfarm1761.com

Business Address 1: 600 Worcester Road, Suite 401

Business Address 2:

Business City: Framingham Business State: MA

Business Zip Code: 01702

Mailing Address 1: 600 Worcester Road, Suite 401

Mailing Address 2:

Mailing City: Framingham Mailing State: MA

Mailing Zip Code: 01702

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role: Chief Executive Officer

First Name: Jonathan

Last Name: Tucker

Suffix:

User Defined Gender:

Specify Race or Ethnicity:

Percentage Of Ownership: Percentage Of Control:

Other Role:

Suffix:

User Defined Gender:

Specify Race or Ethnicity:

No records found

No records found

Individual Contributing Capital 1

Suffix:

Percentage of Initial Capital:
13.7

Capital Attestation: Yes

First Name: Tara

Last Name: Tucker

Suffix:

Percentage of Initial Capital:
13.7

Capital Attestation: Yes

Entity Contributing Capital 1

Entity Legal Name: Schultheis Strauss 2002 Revocable Trust

Entity DBA:

Email: mindyprod@gmail.com

Phone: 424-208-9322

Address 1: 502 N June Street

Address 2:

City: Los Angeles

State: CA

Zip Code: 90004

Percentage of Initial Capital:
13.7

Capital Attestation: Yes

No records found

No records found

Establishment Address 1: 1062 Edmands Road

Establishment Address 2:

Establishment City: Framingham

Establishment Zip Code: 01701

Approximate square footage of the Establishment: 45000

How many abutters does this property have?: 46

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	CF1761 - Plan to Remain Compliant with Local Zoning.pdf	pdf	5c3a9bc15d4b0b1b3ebbb746	01/12/2019
Community Outreach Meeting Documentation	CF1761 - Framingham - Community Outreach.pdf	pdf	5d9386602e767115bf43778e	10/01/2019
Certification of Host Community Agreement	CCC CERT COMMONWEALTH FARMS 10.31.19 2.pdf	pdf	5dc18b56170b4c5353e3857b	11/05/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Commonwealth Farm - ADI - 3.25.20 RFI.pdf	pdf	5e7b8f8ebddf0438d21da49f	03/25/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Jonathan

Last Name: Tucker Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Director

Other Role:

First Name: Arthur

Last Name: White Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Other (specify)

Other Role:

First Name: Tara

Last Name: Tucker Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor

Other Role:

Entity Legal Name: Schultheis Strauss 2002 Revocable Trust

Entity DBA:

Entity Description: Capital Contributor

Phone: 424-208-9322

Email: mindyprod@gmail.com

Primary Business Address 1: 502 N June St

Primary Business Address 2:

Primary Business City: Los Angeles

Primary Business State: CA

Principal Business Zip Code:
90004

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Corporate Bylaws of Commonwealth Farm 1761, Inc..pdf	pdf	5c3a9c27edbb73122a61208a	01/12/2019
Articles of Organization	CommonwealthFarm_Corporate Documents.pdf	pdf	5c3a9c36eadf341230f6303b	01/12/2019
Secretary of Commonwealth - Certificate of Good Standing	Commonwealth Farm 1761, Inc. - MA GS.pdf	pdf	5d97570d1b7a141b1db83fa9	10/04/2019
Articles of Organization	Commonwealth Farm - Statement of Change of Supplemental Information.pdf	pdf	5dc17effb4f83557d6cc4bf5	11/05/2019
Department of Revenue - Certificate of Good standing	CF1761, Inc - DOR - CGS.PDF	pdf	5dd6d21bbcb01253152f6f02	11/21/2019
Secretary of Commonwealth - Certificate of Good Standing	CF1761 - DUA Attestation[1].pdf	pdf	5e5d798bd21b9346780e08bf	03/02/2020

No documents uploaded

Massachusetts Business Identification Number: 001352191

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	CommonwealthFarm_BusinessPlan.pdf	pdf	5c3a9c523183181258e165fa	01/12/2019
Proposed Timeline	CF1761 - Proposed Timeline.pdf	pdf	5dc17fea74bb15534cd4a7d3	11/05/2019
Plan for Liability Insurance	CF1761 - Liability Insurance.pdf	pdf	5dc1806d7aad8653363bb12b	11/05/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	CF1761 - Separating Medical from Recreational.pdf	pdf	5dc18152a9ef3857c4457aa2	11/05/2019

Security plan	CF1761 - Security Plan.pdf	pdf	5dc18269170b4c5353e3853a	11/05/2019
Prevention of diversion	CF1761 - Prevention of Diversion.pdf	pdf	5dc18319170b4c5353e38540	11/05/2019
Storage of marijuana	CF1761 - Storage of marijuana.pdf	pdf	5dc183928bdcfd57ae523d89	11/05/2019
Transportation of marijuana	CF1761 - Transportation of marijuana.pdf	pdf	5dc183d8d5b0805341c60233	11/05/2019
Inventory procedures	CF1761 - Inventory Procedures.pdf	pdf	5dc1842a66a32657cfbd911a	11/05/2019
Quality control and testing	CF1761 - Quality Control and Testing.pdf	pdf	5dc18471170b4c5353e3854e	11/05/2019
Dispensing procedures	CF1761 - Dispensing Procedures.pdf	pdf	5dc185337aad8653363bb146	11/05/2019
Record Keeping procedures	CF1761 - Record Keeping Procedures.pdf	pdf	5dc185aed5b0805341c6023d	11/05/2019
Personnel policies including background checks	CF1761 - Personnel Policies.pdf	pdf	5dc1861a26aa77532085978f	11/05/2019
Maintaining of financial records	CF1761 -Maintaining of Financial Records.pdf	pdf	5dc18695b4f83557d6cc4c1e	11/05/2019
Qualifications and training	CF1761 - Qualifications and Training.pdf	pdf	5dc186d474bb15534cd4a805	11/05/2019
Method used to produce products	CF1761 - Methods Used to Produce Products.pdf	pdf	5dc188c70f35e05798b35384	11/05/2019
Diversity plan	Commonwealth Farm - Diversity Plan - RFI 3.2.20.pdf	pdf	5e5d7be7d21b9346780e08d0	03/02/2020
Restricting Access to age 21 and older	Commonwealth Farm - Restricting Access - RFI 3.2.20.pdf	pdf	5e5d7bead2a4e4440583888c	03/02/2020
Types of products Manufactured.	CF1761 - Plan to Obtain Marijuana and Marijuana Products.pdf	pdf	5e60316ed21b9346780e123d	03/04/2020
Types of products Manufactured.	CF1761 - Types of Products Manufactured.pdf	pdf	5e6032de49038b46abf1cc91	03/04/2020
Method used to produce products	Product Manufacturing Safety Plan.pdf	pdf	5e6033aad2a4e4440583919b	03/04/2020
Sample of unique identifying marks used for branding	Commonwealth Farm - Branding Samples - 3.25.20 RFI.pdf	pdf	5e7b91fff0445c357cb05366	03/25/2020

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

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



Plan to Remain Compliant with Local Zoning

Commonwealth Farm 1761, Inc. (“Commonwealth Farm”) will remain compliant at all times with the local zoning requirements set forth in the Framingham’s Zoning Bylaw. In accordance with the Framingham Table of Uses, Commonwealth Farm’s proposed marijuana cultivation and product manufacturing facility is located in the R-4 Zoning District, which allows such a use by Planning Board Site Plan Review provided that the proposed facility is located in a parcel larger than 15 acres that is currently engaged in “farming” or “agriculture” as defined in M.G.L. c. 128 §1A.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

Commonwealth Farm will apply for any other local permits required to operate a at the proposed location, including from the Framingham Board of Health. Commonwealth Farm will comply with all conditions and standards set forth in any local permit required to operate a marijuana cultivation and product manufacturing facility at Commonwealth Farm’s proposed location.

Commonwealth Farm has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.

Community Outreach Meeting Attestation Form

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

I, Jonathan Tucker, (*insert name*) attest as an authorized representative of Commonwealth Farm 1761, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on July 24, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on July 16, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on July 16, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on July 15, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

Harrison steps down as director of McAuliffe Charter School

By Zane Razzaq
Daily News staff

FRAMINGHAM — Kristin Harrison, executive director of the Christa McAuliffe Charter School for the past nine years, will step down at the end of the 2019-20 year. Harrison joined McAuliffe, first as a sixth-grade math and science teacher and later as an instructional coach. In a letter to parents and guardians Monday, Harrison said “there were “thousands – probably millions – of ways McAuliffe has molded me over the last 15 years.” “We have a whole year ahead of us,” Harrison said during a brief interview on Monday. “It’s not a ‘right now’ thing, but this will be my final year at McAuliffe. After 15 years, it was time for a change.”

In the letter, she shared one of her favorite memories, which was from her classroom in 2008 as her sixth-graders learned about American beavers. After they performed fieldwork at the site of a beaver habitat in Holliston, about 40 students collaborated to write and illustrate a children’s book called “A Beaver Story,” where an old oak tree “told the story of the American beaver in Massachusetts.” “This sort-of collaborative, inclusive, and high-engagement project is exactly why I started working at McAuliffe, why I’ve stayed, and why I’ll

continue to support McAuliffe long after the 2019-20 school year,” said McAuliffe.

The charter school serves sixth- to eighth-grade students from Ashland, Framingham, Holliston, Hopkinton, Marlborough, Natick, Southborough and Sudbury.

Harrison became the executive director in July 2010, and she served as principal and executive director. The position split a year later.

The Board of Trustees, school leaders, and Harrison will work together to prepare for a leadership transition. The Board of Trustees will establish a hiring committee and will recruit faculty and parents or guardians of students. Board chairman Bob Berman will “be in touch over the summer with more details about the hiring process,” wrote Harrison.

“We commit to continue to share information with you over the coming months,” wrote Harrison.

Harrison said she “(does not) yet know what the next chapter will hold for me,” but that she “(continues) to believe in the work of and values held by McAuliffe, expeditionary learning, and the Massachusetts charter public school sector.”

Zane Razzaq writes about education and immigration. Reach her at 508-626-3919 or zrazzaq@wickedlocal.com. Follow her on Twitter @zanerazz.

COMMUNITY CALENDAR

Today

Depression Treatment Open House Westborough: 5-6:30 p.m., 45 Lyman St., suite 17, Westborough. Free. For information: <https://bit.ly/2Y4tFy2>. Those interested are invited to attend and learn more about deep Transcranial Magnetic Stimulation and its use to treat major depression. This treatment is FDA approved, non-invasive and effective. This open house is a chance to learn more about how this treatment can help.

Wednesday, July 17

“Free Solo”: 7-9 p.m., Framingham Public Library, 49 Lexington St., Framingham. For information: asadkin@minilib.net; <https://go.evnt.com/455652-0>. This National Geographic documentary profiles professional rock climber Alex Honnold’s attempt to become the first person to ever free solo climb El Capitan. Grossing over \$21 million, it has won multiple awards, including the Academy Award for Best Documentary Feature of 2018. **Whistleblower Wednesdays:** “Serpico”: 6:30-8:45 p.m., Wayland Free Public Library, 5 Concord Road. For information: 508-358-2311; <https://go.evnt.com/461761-0>. The drama, the subterfuge, the moral dilemma. This summer enjoy classic and modern movies about whistleblowers showing on select Wednesdays at the library in the Raytheon Room. Popcorn and lemonade will be provided. “Serpico” (1973) is Sidney Lumet’s drama that portrays the real-life struggle of an honest New York City cop against a corrupt system. Neophyte officer Frank Serpico (Al Pacino) is determined not to let his job get in the way of his individuality.

Thursday, July 18

Summertime on the Centre Common: Larry Spotted Crow Mann: 10:30-11:30 a.m., Framingham Historic Village Hall, 2 Oak St., Framingham. For information: 508-626-9091; <https://go.evnt.com/456199-0>. Author and member of the Nipmuc Tribe of Massachusetts, Larry Spotted Crow Mann will share songs, stories and traditional drumming of the first people of Framingham. Appropriate for children over age 4. This event is free for families. Rain or shine; snacks will be provided. The suggested age is 8 and under, unless otherwise specified.

Insight Information Session for Newton Public Schools: 11 a.m. to noon, Newton Education Center, room 304, 100 Walnut St., Newton. Free. For information: <https://bit.ly/30tDvXV>. Insight representatives will be on-site to answer any questions and help with applications. To get started on your application, those interested can visit <http://workwithinsight.com/apply-now>. Participants can bring two forms of ID that satisfy the I-9 requirement to this onboarding session (a complete list can be found at <https://www.uscis.gov/i-9-central/acceptable-documents>) and any documents that participants could not upload to the online application. **One-on-One Genealogy Help:** 1-2 p.m., Wayland Free Public Library, 5 Concord Road. For information: 508-358-2311; <https://go.evnt.com/461841-0>. Participants can get one-on-one help from experienced genealogists. Attendees can sign up by Sunday for a 15-minute session the following Thursday and then meet a genealogist at the Reference Desk.

Friday, July 19

Ice Cream and..Fireflies: 7:30-9 p.m., Mass Audubon’s Broadmoor Wildlife Sanctuary, 280 Eliot St., Natick. Cost: \$7-15. For information: 508-655-2296; <https://go.evnt.com/434250-0>. Participants can join the adventure as participants look for flashing fireflies, listen for the songs of frogs and katydids and use a “bat detector” to find local bats. Pre-registration recommended. Online registration available.

Saturday, July 20

Establishing a Meadow: 10:30 a.m.-12:30 p.m., Garden in the Woods, 180 Hemenway Road, Framingham. Cost: \$26-32. For information: marketingintern@nativeplanttrust.org; <https://go.evnt.com/445673-0>. Meadows are now one of the more popular native garden types for homeowner landscapes, yet many people remain baffled by how to create one with long-lasting beauty that won’t quickly become overrun by weeds. Using the Old Meadow at Garden in the Woods as an example, Anna Fialkoff, staff Horticulturalist, discusses the first three years of establishing a meadow including design concepts, plant selection, installation, management, pitfalls and surprising insights gained along the way.

Legal Notices

CC/RT. 126 (POND STREET)
LEGAL NOTICE
ASHLAND CONSERVATION COMMISSION

NOTICE OF PUBLIC HEARING

The Ashland Conservation Commission will hold a public hearing on Monday, July 22, 2019, at 7:15 p.m. at the Ashland Town Hall (101 Main Street), under the Wetlands Protection Act (MGL c. 131 section 40), and the Wetlands Protection Bylaw (Chapter 280 of the Ashland Town Code), to consider a Notice of Intent for roadway improvements along Rt. 126 (Pond Street).

AD#13816114
MWDN 7/16/19

COMMONWEALTH FARM 1761, INC.
LEGAL NOTICE
NOTICE OF ADDITIONAL COMMONWEALTH MEETING
COMMONWEALTH FARM 1761, INC.

Notice is hereby given that Commonwealth Farm 1761, Inc. will hold a Common Outreach Meeting on **July 24, 2019 at Framingham Friends Meetinghouse, 841 Edmonds Road, Framingham, MA 01701 at 5:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 1062 Edmonds Road, Framingham in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission’s regulations at 935 CMR 500.000 et seq. A previous meeting on the topic was held on January 7, 2019.

AD#13816121
MWDN 7/16/19

CC/68 FAIRVIEW STREET
LEGAL NOTICE
HOLLISTON CONSERVATION COMMISSION

A Public Hearing will be held at 8:00 PM on July 23, 2019 in Meeting Rm #014 at the Holliston Town Hall, 703 Washington St. Holliston, MA to consider a **Notice of Intent** application for property at **68 Fairview Street, Holliston, MA**; identified as Holliston Assessors Map 8-2-61-1. This application has been submitted by Nathan and Kathryn Winget, 68 Fairview Street, Holliston, MA 01746, for the construction of an in-ground pool and associated patio in areas subject to M.G.L. ch. 131A and the Massachusetts Wetlands Protection Act, as amended, and the Town of Holliston Wetlands Protection By-Law (Article XXX). For further information, call 508-429-0607, Mon.-Thurs. 8:30-4:30 or e-mail conservation@holliston.k12.ma.us.

Christopher Bajdek, Conservation Chair

AD#13815975
MWDN 7/16/19

ZBA/11 SOUTH MAIN STREET
LEGAL NOTICE
Zoning Board of Appeals
Thursday, July 30, 2019 at 8:00PM
Sherborn Town Hall, Room 204A,
19 Washington Street

Notice is hereby given that the **ZBA** will hold a public hearing to consider the following petitions under the Sherborn Zoning By-Laws and to conduct such other business as may come before the Board:

#21909: Petition of **Colin Flynn for Sherborn Commons LLC**, for a special permit under Sections 3.2.17, 3.2.19 & 5.2.7 to allow for retail sales & office space with signage at **11 South Main Street** which is in a Business G district.

Sherborn Board of Appeals

AD#13816214
MWDN 7/16, 7/23/19

ZBA/181 ASHLAND STREET
LEGAL NOTICE
TOWN OF HOLLISTON
ZONING BOARD OF APPEALS

In accordance with the Town of Holliston Zoning By-Laws, the Board will hold a public hearing at 7:10 p.m. on Wednesday, July 24, 2019 in the Selectmen’s Meeting Room (#105) of Town Hall, 703 Washington Street. The following is under consideration:

Dimensional Variance petition of Kenneth G. Fisher, Jr., (applicant/owner) for relief under the provisions of Sections IV-B, Schedule of Intensity Regulations and I-C (3.2) Pre-Existing, Non-Conforming Uses, Structures and Lots, to add a farmers porch and 1.5 car garage addition to the existing home within the minimum front and side yard setbacks. The locus is 181 Ashland Street in the Agricultural-Residential District B (AR-2) zoning district.

All application materials are available for review in the Town Clerk’s Office during regular business hours. All interested parties are invited to attend or submit written comments.

John Love
Chairman

AD#13810571
MWDN 7/9, 7/16/19

LIC/277 MAIN STREET
LEGAL NOTICE

Legal notice is hereby given under Chapter 138 of the Mass. General Laws that **Flying Dreams Brewing Co., LLC** wishes to apply for an **alteration of premises** with **David L. Richardson** as Manager.

Location of the premises: **277 Main Street, Marlboro, MA**

Description of Premises: Brewing & Taproom on the right side of the first floor with approximately 2400 square feet, consisting of a taproom with 73 seats, a brewing cold-storage area, a room temp brewing storage area, and a brewing (kitchen) area; with a proposed occupancy of 126. Front entrance/exit, and rear emergency exit. With the proposed expansion for building patio tables to the sidewalk that abuts the Victoria Building on Rawlins Ave. leaving 30 inches to the curb for passersby. The total length of sidewalk used is 108 feet which will fit 8 x 2-person tables and 10 x 4-person tables for a total of 56 seats. Servers will bring beer in non-glass containers to customers through entrance/exits out to the patio tables.

A Public Hearing regarding this matter will be held on Wednesday evening July 31st, at 7:30 pm in Council Committee Room, first floor, City Hall, 140 Main Street, Marlborough, MA 01752.

MARLBOROUGH LICENSE BOARD
Walter Bonin, Chairman
Gregory Mitrakas, Member
David Bouvier, Member

AD#13816231
MWDN 7/16/19

GILL
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Middlesex Division
Docket No. MH19P3508EA

INFORMAL PROBATE PUBLICATION NOTICE

Estate of: Marjorie C. Gill

Also Known As: Marjorie Gill

Date of Death: June 2, 2019

To all persons interested in the above captioned estate, by Petition of

Petitioner **Arthur P. Bergeron of Marlborough MA**

a Will has been admitted to informal probate.

Arthur P. Bergeron of Marlborough MA has been appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventories and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to

the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

AD#13815994
MWDN 7/16/19

RFQ - DESIGNER SERVICES
LEGAL NOTICE
HOPKINTON PUBLIC SCHOOLS
REQUEST FOR QUALIFICATIONS

DESIGNER SERVICES FOR PARTIAL ROOF REPLACEMENTS AT THE HOPKINS ELEMENTARY SCHOOL & HOPKINTON MIDDLE SCHOOL

The Hopkinton School Committee seeks proposals from interested, qualified, registered Engineers to provide professional services, in compliance with Designer Selection Board statutes, to include design, bid specification preparation, and project oversight related to the partial replacement of existing roofs at the Hopkins Elementary School and Hopkinton Middle School.

A Request for Qualifications package, including the required forms for application will be available at the Office of the Superintendent of Schools, 89 Hayden Rowe Street, Hopkinton, MA 01748 after 9:00 AM on July 15, 2019. Interested parties may contact the Director of Finance & Operations, Susan Rothermich, at (508) 417-9385. Proposals must be submitted to the above address by August 14, 2019, at 12:00 noon, at which time they will be publicly recorded. Following selection of the preferred proposal, the fee will be negotiated.

The Committee requires the selected firm to complete the project in time for construction completion by August 26, 2020.

The Committee invites applications from qualified Designers as defined in the Massachusetts General Laws, Chapter 7C, Section 44. If the applicant intends to use sub-contractors, it will be necessary to furnish a list of their names and qualifications with the application.

As the awarding authority, the Hopkinton School Committee reserves the right to accept or reject any or all applications, waive any informality, investigate the ability of applicants to honor a bid, and award the contract as shall be considered to be in the best interests of the Town of Hopkinton.

Hopkinton School Committee

AD#13815979
MWDN 7/16, 7/23/19

TAX LIEN

LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS



LAND COURT
DEPARTMENT OF THE TRIAL COURT

PETITION TO FORECLOSE TAX LIEN

No. 18TL001715

TO ALL WHOM IT MAY CONCERN, and to any former stockholders, officers, creditors, and any other persons claiming any interest in FGB Realty Advisors, Inc., a dissolved Texas corporation formerly located in the State of Missouri; David J. Bennett, as President of said FGB Realty Advisors, Inc., formerly of the State of Missouri, and now of parts unknown; Robert Jones, as Assistant Treasurer of said FGB Realty Advisors, Inc., formerly of the State of Missouri, and now of parts unknown; Paul R. Ince, as Treasurer of said FGB Realty Advisors, Inc., now or formerly of Weldon Spring, in the State of Missouri; Jeffrey W. Boynton, as Secretary of said FGB Realty Advisors, Inc., now or formerly of Chesterfield, in the State of Missouri; William P. Beckmann, as Senior Vice President of said FGB Realty Advisors, Inc., now or formerly of Saint Louis, in the State of Missouri; and as they are both Officers and Directors of said FGB Realty Advisors, Inc.; Yaacoub F. Aoude, now or formerly of Medway, in Norfolk County, said Commonwealth; Energy North, Incorporated, a duly existing organization in care of John F. Gallant, of Gallant & Ervin, L.P.C., as Registered Agent, now or formerly of Chelmsford, in Middlesex County, said Commonwealth; Unifund CCR Partners, as Assignee for Citibank, a duly existing organization in care of Attorney R. Mark Seibert, of Cream and Cream, now or formerly of Weymouth, Norfolk County, said Commonwealth; or their heirs, devisees, legal representatives, successors and assigns:

Whereas, a petition has been presented to said Court by the City of Marlborough, in the County of Middlesex, and said Commonwealth, to foreclose all rights of redemption from the tax lien proceedings described in an petition concerning a certain parcel of land situate in said Marlborough, in the County of Middlesex, and in said Commonwealth, bounded and described in said petition as follows:

Property: Land & Building
Containing: 10009.00 SF (more or less)
Location: 183 Sherwood Dr. South
Assessors: 0083-0112
Registry: 11861/617
Recorded at: Middlesex South Registry of Deeds.

If you desire to make any objection or defense to said complaint you or your attorney must file a written appearance and an answer, under oath, setting forth clearly and specifically your objections or defense to each part of said complaint, in the office of the Recorder of said Court in Boston (at the Courthouse located on Three Pemberton Square, Room 507 in Boston, MA 02108), on or before the second day of September in the year two thousand and nineteen.

Unless an appearance is so filed by or for you, your default will be recorded, the said complaint will be taken as confessed and you will be forever barred from contesting said complaint or any judgment entered thereon.

And in addition to the usual service of this notice as required by law, it is ordered that the foregoing citation be published forthwith once in the Metro West Daily News a newspaper published in Needham.

Witness, **GORDON H. PIPER**, Esquire, Chief Justice of said Court, this eighth day of July, in the year two thousand and nineteen.

Attest with Seal of said Court.

Deborah J. Patterson
Recorder

Plaintiff’s Attorney: Peter A. Brown, Esq., D’Ambrosio Brown, LLP, 185 Devonshire St., 10th Fl., Boston, MA 02110 (617) 720-5657

AD#13813209
MWDN 7/16/19

53 ROUNDTOP ROAD
LEGAL NOTICE
NOTICE OF MORTGAGEE’S SALE OF REAL ESTATE

Premises: 53 Roundtop Road, Framingham, Massachusetts

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Marjorie C. McGuinness, Paul Michael McGuinness and Lauren M. McGuinness to Radius Financial Group, Inc., said mortgage dated August 29, 2014, and recorded in the Middlesex County (South District) Registry of Deeds, in Book 64183 at Page 453, of which mortgage was assigned to Coastway Community Bank by assignment dated August 29, 2014 and recorded in the same registry of deeds in Book 64183 at Page 469 with HarborOne Bank being the successor, by merger to Coastway Community Bank of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage and for the purpose of foreclosing the same with Public Auction on July 25, 2019, at 11:00 a.m. Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

LEGAL DESCRIPTION

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

Property: 53 Roundtop Road, Framingham, Massachusetts

The land with the buildings and improvements thereon located at 53 Roundtop Road in the Town of Framingham, County of Middlesex

(South), Massachusetts: described as follows;

The Land with the buildings, structures and improvements thereon situated on Roundtop Road, Framingham, Middlesex County, Massachusetts, being shown as Lot on a plan or land entitled “Subdivision of Land in Framingham” Owner: Davelin Realty Corporation, Surveyed by: MacCarthy Engineering Service, Inc. Dated March 31, 1960, may be recorded with the Middlesex South District Deed, end of Book 9775, to which plan reference is hereby made for a more particular description and containing 12,279 square feet of land, according to said plan.

Subject to and with the benefit of all restrictions and easements of record so far as now in force and applicable.

Subject to and with the benefit of the right to use the streets and ways shown on said plan, in common with others entitled thereto, and the streets and ways are commonly used in the Town of Framingham.

Being the same premises conveyed to the mortgagee, Marjorie C. McGuinness, Paul Michael McGuinness and Lauren M. McGuinness, by deed of Marjorie C. McGuinness, dated November 15, 2001 and recorded with the Middlesex South County Registry of Deeds at Book 34617, Page 320.

TERMS OF SALE

A deposit of Five Thousand Dollars (\$5,000.00) by cash, certified or bank check will be required to be paid by the purchaser at the time and place of sale. The Mortgagee and its authorized representatives shall not be required to pay the deposit to bid. The balance is to be paid by certified or bank check at the law offices of Salter McGowan Sylvest & Leach, Exchange Terrace, Suite 500, Providence, RI 02903 within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt of the full purchase price.

Other terms to be announced at the sale.

HarborOne Bank s/b/m to Coastway Community Bank, Present holder or authorized by the present holder of said mortgage By: Attorneys, Salter McGowan Sylvia & Leach, Inc. 56 Exchange Terrace, Suite 500 Providence, RI 02903 (401) 274-0300

AD#13806896
MWDN 7/2, 7/9, 7/16/19

655 WAVERLEY ST FRAMINGHAM
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS



LAND COURT
DEPARTMENT OF THE TRIAL COURT
PETITION TO FORECLOSE TAX LIEN

No. 15TL000272

TO ALL WHOM IT MAY CONCERN, and to any former stockholders, officers, creditors, and any other persons claiming any interest in FGB Realty Advisors, Inc., a dissolved Texas corporation formerly located in the State of Missouri; David J. Bennett, as President of said FGB Realty Advisors, Inc., formerly of the State of Missouri, and now of parts unknown; Robert Jones, as Assistant Treasurer of said FGB Realty Advisors, Inc., formerly of the State of Missouri, and now of parts unknown; Paul R. Ince, as Treasurer of said FGB Realty Advisors, Inc., now or formerly of Weldon Spring, in the State of Missouri; Jeffrey W. Boynton, as Secretary of said FGB Realty Advisors, Inc., now or formerly of Chesterfield, in the State of Missouri; William P. Beckmann, as Senior Vice President of said FGB Realty Advisors, Inc., now or formerly of Saint Louis, in the State of Missouri; and as they are both Officers and Directors of said FGB Realty Advisors, Inc.; Yaacoub F. Aoude, now or formerly of Medway, in Norfolk County, said Commonwealth; Energy North, Incorporated, a duly existing organization in care of John F. Gallant, of Gallant & Ervin, L.P.C., as Registered Agent, now or formerly of Chelmsford, in Middlesex County, said Commonwealth; Unifund CCR Partners, as Assignee for Citibank, a duly existing organization in care of Attorney R. Mark Seibert, of Cream and Cream, now or formerly of Weymouth, Norfolk County, said Commonwealth; or their heirs, devisees, legal representatives, successors and assigns:

Whereas, a petition has been presented to said Court by the City of Framingham, in the County of Middlesex, and said Commonwealth, to foreclose all rights of redemption from the tax lien proceedings described in said petition in and concerning a certain parcel of land situate in said Framingham, in the County of Middlesex, and in said Commonwealth, bounded and described in said petition as follows:

Property: Land & Building
Location: 655 Waverley St.
Registry: 47281/553

Containing: 14872.00 SF (more or less)
Parcel ID: 144.0-0298-0008-0
Recorded at: Middlesex Registry of Deeds.

If you desire to make any objection or defense to said complaint you or your attorney must file a written appearance and an answer, under oath, setting forth clearly and specifically your objections or defense to each part of said complaint, in the office of the Recorder of said Court in Boston (at the Courthouse located on Three Pemberton Square, Room 507 in Boston, MA 02108), on or before the second day of September in the year two thousand and nineteen. Unless an appearance is so filed by or for you, your default will be recorded of the said complaint will be taken as confessed and you will be forever barred from contesting said complaint or any judgment entered thereon.

And in addition to the usual service of this notice as required by law, it is ordered that the foregoing citation be published forthwith once in the Metro West Daily News a newspaper published in Needham.

Witness, **GORDON H. PIPER**, Esquire, Chief Justice of said Court, this eighth day of July in the year two thousand and nineteen.

Attest with Seal of said Court.

Deborah J. Patterson
Recorder

Plaintiff’s Attorney: Peter A. Brown, Esq., D’Ambrosio Brown, LLP, 185 Devonshire St., 10th FL Boston, MA 02110 (617) 720-5657

AD# 13813812
MWDN 7/16/19

12 EMILY ROAD
LEGAL NOTICE
MORTGAGEE’S NOTICE OF SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by James T. Sullivan and Joan Sullivan to Mortgage Electronic Registration Systems, Inc. (“MERS”) as nominee for JPMorgan Chase Bank, N.A., said mortgage dated July 10, 2008, filed with the Middlesex South Registry District of the Land Court as Document No. 1477468, and noted on Certificate of Title No. 242257; which mortgage was assigned to BAC Home Loans Servicing, L.P. by Assignment dated March 30, 2010, filed as Document No. 1529225; further assigned to Coastway Community Services, LLC by Assignment dated November 15, 2014, filed as Document No. 1686228; further assigned to Secretary of Housing and Urban Development by Assignment dated December 12, 2016, filed as Document No. 1761484; further assigned to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Co-trustee of Matawin Ventures Trust Series 2016-4 by Assignment dated February 24, 2017, filed as Document No. 1761485; and further assigned to Wilmington Savings Fund Society, FSB, d/b/a Matawin Ventures Trust Series 2016-4 by Assignment dated August 1, 2018, filed as Document No. 1794182, of which mortgage the undersigned is the present holder, for breach of the conditions

of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 a.m. on the 30th day of July, 2019, at the mortgaged premises described below, being known as 12 Emily Road, Framingham, Massachusetts, all and singular the premises described in said mortgage, to wit:

A certain parcel of land situate in Framingham, Middlesex County, Massachusetts, bounded and described as follows:

SOUTHEASTERLY by Emily Road, twenty feet;
SOUTHWESTERLY one hundred feet; and
SOUTHEASTERLY ninety feet, by lot 4 as shown on plan hereinafter mentioned;

WESTERLY by land now or formerly of Arolyn H. Hicks, being in part by the end of Chatham Street, eighty two and 31/100 feet;

SOUTHWESTERLY by land now or formerly of said Hicks, being by the middle line of said Chatham Street, seventy three and 45/100 feet;

NORTHWESTERLY by land now or formerly of Herbert G. Hutton, one hundred and twenty feet;

NORTHEASTERLY by lot 10 on said plan, forty five feet; and
NORTHEASTERLY again, by lot 6 on said plan, two hundred fifty eighty and 79/100 feet.

Said parcel is shown as lot 5 on said plan (Plan No. 31850A).

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 736, Page 125, with Certificate 121275

**NOTICE OF ADDITIONAL COMMUNITY OUTREACH MEETING
COMMONWEALTH FARM 1761, INC.**

Notice is hereby given that Commonwealth Farm 1761, Inc. will hold a Community Outreach Meeting on **July 24, 2019** at **Framingham Friends Meetinghouse, 841 Edmands Road, Framingham, MA 01701** at **5:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 1062 Edmands Road, Framingham in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.* A previous meeting on the topic was held on January 7, 2019.

CITY OF FRAMINGHAM
CITY CLERK'S OFFICE
2019 JUL 16 P 3:02

**NOTICE OF ADDITIONAL COMMUNITY OUTREACH MEETING
COMMONWEALTH FARM 1761, INC.**

Notice is hereby given that Commonwealth Farm 1761, Inc. will hold a Community Outreach Meeting on **July 24, 2019** at **Framingham Friends Meetinghouse, 841 Edmands Road, Framingham, MA 01701** at **5:30 PM** to discuss the proposed siting of an Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 1062 Edmands Road, Framingham in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.* A previous meeting on the topic was held on January 7, 2019.

CITY OF FRAMINGHAM
CITY COUNCIL
2019 JUL 16 PM 3:07

**NOTICE OF ADDITIONAL COMMUNITY OUTREACH MEETING
COMMONWEALTH FARM 1761, INC.**

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OFFICE OF THE MAYOR
FRAMINGHAM, MA.
2019 JUL 16 PM 3:14

Planning Board

**NOTICE OF ADDITIONAL COMMUNITY OUTREACH MEETING
COMMONWEALTH FARM 1761, INC.**

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RECEIVED JUL 16 2019

Board of Health

**NOTICE OF ADDITIONAL COMMUNITY OUTREACH MEETING
COMMONWEALTH FARM 1761, INC.**

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RECEIVED

JUL 16 2019

BY: N.V.

**NOTICE OF ADDITIONAL COMMUNITY OUTREACH MEETING
COMMONWEALTH FARM 1761, INC.**

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| <input type="checkbox"/> Return Receipt (hardcopy) | \$ _____ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ _____ |
| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage

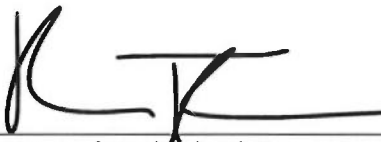


Host Community Agreement Certification Form

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

Applicant

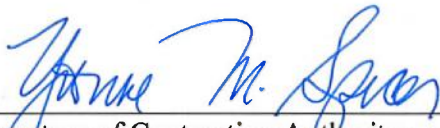
I, Jonathan Tucker, (*insert name*) certify as an authorized representative of Commonwealth Farm 1761 (*insert name of applicant*) that the applicant has executed a host community agreement with the City of Framingham (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on October 29, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, YVONNE M. SPICER, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF FRAMINGHAM (*insert name of host community*) to certify that the applicant and CITY OF FRAMINGHAM (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on OCTOBER 31, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community



Plan to Positively Impact Areas of Disproportionate Impact

Overview

Commonwealth Farm 1761, Inc. (“Commonwealth Farm”) is dedicated to serving and supporting the surrounding community. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Commonwealth Farm’s intention to be a contributing, positive force in areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

To support such populations, Commonwealth Farm has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”).

Goals

In order for Commonwealth Farm to positively past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, Commonwealth Farm has established the goal of providing mentoring, professional, and technical services for individuals and businesses facing systemic barriers. It will do this by hosting two educational seminars that provide mentoring services to 25 people at each seminar.

Programs

Commonwealth Farm will conduct at least two (2) one-hour industry-specific educational seminars in the City of Lowell or City of Boston each year across one or more of the following topics: marijuana cultivation techniques, marijuana product manufacturing, marijuana business training, marijuana compliance, marijuana licensing, or general business skills. Seminars will be publicized within local newspapers, including bilingual media; distributed at local career agencies and community centers; and circulated to marijuana advocacy organizations. Commonwealth Farm will aim to have at least 25 people at each seminar.

Measurements

The Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Commonwealth Farm continues to meet its commitments. Such measurable outcomes, in accordance with Commonwealth Farm’s goals and programs described above, include:

- Whether two (2) trainings were held and the subject matter of trainings offered and performed;



- Whether more than 25 people attended the trainings; and
- Whether feedback received from evaluations of individuals attending the trainings was higher than 80%.

The Chief Executive Officer will review and evaluate Commonwealth Farm' measurable outcomes upon PCR renewal to ensure that Commonwealth Farm is meeting its commitments. Commonwealth Farm is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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

BYLAWS
OF
COMMONWEALTH FARM 1761, INC.

BYLAWS OF COMMONWEALTH FARM 1761, INC.

ARTICLE I: GENERAL

Section 1.01 Name and Purposes. The name of the Corporation is **COMMONWEALTH FARM 1761, INC.** (the “**Corporation**”). The purpose of the Corporation shall be as set forth in the Corporation’s Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “**Articles of Organization**”) pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“**Chapter 156D**”).

Section 1.02 Articles of Organization. These Bylaws (“**Bylaws**”), the powers of the Corporation and its shareholders and Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 1.03 Corporate Seal. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word “Massachusetts” and the year of its incorporation.

Section 1.04 Fiscal Year. The fiscal year of the Corporation shall commence on January 1, and end on the following December 31 of each year, unless otherwise determined by the Board of Directors.

Section 1.05 Location of Principal Office of the Corporation. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.

ARTICLE II: SHAREHOLDERS

Section 2.01 Place of Meeting. Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.02 Annual Meeting. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At the annual meeting, Directors shall be elected, and any other business may be

transacted that is within the power of the shareholders and allowed by law; *provided, however*, that unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation; (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.03 Special Shareholders' Meetings. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors or by shareholders entitled to cast not less than ten percent (10%) of the corporation's voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the Chair of the Board (if any), President, Vice President (if any) or Secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting; *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

Section 2.04 Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "**Proposing Shareholder**") must have given written notice of the Proposing Shareholder's nomination or proposal, either by personal delivery or by the United States mail to the Secretary of the Corporation. In the case of an annual meeting, the Proposing Shareholder must give such notice to the Secretary of the Corporation no earlier than one hundred and twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section 2.04 simultaneously with the written request for the meeting submitted to the Secretary or within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

A Proposing Shareholder's notice shall include as to each matter the Proposing Shareholder proposes to bring before either an annual or special meeting:

- (a) The name(s) and address(es) of the Proposing Shareholder(s).
- (b) The classes and number of shares of capital stock of the Corporation held by the Proposing Shareholder.
- (c) If the notice regards the nomination of a candidate for election as Director:
 - (i) The name, age, business and residence address of the candidate;
 - (ii) The principal occupation or employment of the candidate; and
 - (iii) The class and number of shares of the Corporation beneficially owned by the candidate.
- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the Proposing Shareholder of such proposal.

Section 2.05 Notice of Shareholders' Meeting. Except as otherwise provided by law, written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the Secretary, assistant Secretary, transfer agent or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission or by mail, by or at the direction of the Secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the Board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records of the Corporation, with postage thereon prepaid. Notice may be given to the shareholder by electronic transmission. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements:

(a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.

(b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.

(c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.

(d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two (2) consecutive notices to such shareholder by such means or (ii) the inability to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the Secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section 2.06 *Reserved*

Section 2.07 Fixing the Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be the date specified by the Board of Directors in the notice of the meeting. If no date is specified by the Board of Directors, the record date shall be the close of business on the day before the notice of the meeting is mailed to shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the shareholders without a meeting, the record date shall be (a) the date fixed by the board of directors or (b) the date that the first shareholder signs the written consent if no date has been fixed by the board.

A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date.

Section 2.08 Quorum of and Action by Shareholders. A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one (1) or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

Once a quorum for a voting group has been established at a meeting, the shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless:

- a. The shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting.
- b. The meeting is adjourned and a new record date is set for the adjourned meeting.

The shareholders in a voting group represented in person or by proxy at a meeting of shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred and twenty (120) days after the date fixed for the original meeting, a new record date must be fixed by the Board of Directors; notice of the meeting must be given to the shareholders who are members of the voting group as of the new record date, and a new quorum for the meeting must be established.

Section 2.09 *Reserved*

Section 2.10 Conduct of Meetings. The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors, shall serve as the presiding officer. The Secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 2.11 Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of common stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section 2.12 Consent of Absentees. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver notice, or consent need not specify the business transacted or purpose of the meeting, except

as required by Chapter 156D. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.13 Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting, is filed with the Secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to Chapter 156D, § 7.22.

Section 2.14 Action by Shareholders Without a Meeting. Any action, that, under any provision of Chapter 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and *provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one (1) or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Section 2.15 Automatic Divestiture. If, during anytime while the Corporation holds a local or state marijuana business license, any of the following occur to a shareholder or to a member of an entity that is a shareholder of the Corporation, all interests of that shareholder in the Corporation (the "**Affected Shareholder**") will automatically and immediately terminate, and the Affected Shareholder will cease to be a shareholder:

- (a) The Affected Shareholder is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the applicable laws and regulations, disqualify the Affected Shareholder from having an ownership interest in a marijuana business; *however*, where an Affected Shareholder is only charged with a criminal offense and not convicted, and where the applicable cannabis regulatory body and any other local or state licensing authority upon request have agreed to defer pursuing any action against the Corporation's marijuana business license(s) based upon such charges, or where any such actions of the applicable cannabis regulatory body and local licensing authorities are subject to a stay order, then the Affected Shareholder's shares shall not be subject to divestiture under this Section 2.15;

(b) The Affected Shareholder or any entity that it owns or controls incurs a revocation of any Massachusetts marijuana business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Corporation's marijuana business license;

(c) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation stating that the Affected Shareholder is unfit to have an ownership or economic interest in a marijuana business;

(d) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation against the issuance to the Corporation of a marijuana business license or revokes a marijuana business license, which recommendation cites the participation of the Affected Shareholder as a material factor in the decision, or the applicable cannabis regulatory body or local licensing authority conditions the issuance of a marijuana business license on the Corporation removing the Affected Shareholder in the Corporation;

(e) The applicable cannabis regulatory body or local licensing authority advises the Corporation in writing, or it is otherwise determined by court order, that a decision on the Corporation's marijuana business license is being delayed beyond one (1) year following the filing of the Corporation's application for a marijuana business license, and the Corporation is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Shareholder;

(f) The Affected Shareholder demonstrates a repeated failure to attend meetings with the applicable cannabis regulatory body or any local licensing authority as required for Corporation business to be conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority.

(g) The Affected Shareholder fails to provide information to the applicable cannabis regulatory body which is requested by or required by the applicable cannabis regulatory body.

(h) If the Affected Shareholder is a partnership or other business entity and not a natural person, a member of the Affected Shareholder is disqualified from obtaining an ownership interest in a licensed marijuana business by final written determination of the applicable cannabis regulatory body, unless, unless such member is divested from the Affected Shareholder in a timely manner.

Section 2.16 Redemption of Shares Following Automatic Divestiture.

(a) The Corporation shall continue in existence notwithstanding the automatic termination of any Affected Shareholder pursuant to Section 2.15 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Shareholder is a corporate entity and the occurrence of any of the events enumerated in Section 2.15, above, is due to a member, shareholder, manager, director or officer of the Affected Shareholder, the Affected Shareholder shall have an option to reclaim its shares and shall be restored to its ownership position before the divestiture events occurred if the Board, a court of law or

the applicable cannabis regulatory body provides a written assurance or order that Affected Shareholder has removed the member, shareholder, manager, director or officer that caused any of the events enumerated in Section 2.15, above, pursuant to the terms of the Affected Shareholder's governing documents.

(b) The Corporation shall be liable for the terminated ownership interest of the Affected Shareholder as follows:

(i) The Corporation and the Affected Shareholder shall determine the fair market value of the Affected Shareholder's shares by a mutually agreed upon third party appraisal.

(ii) If the Affected Shareholder and the Corporation cannot agree on a third-party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Shareholder's shares shall be averaged and used for calculating the Payoff Note (as defined herein).

(iii) Once the value of the Affected Shareholder's shares is determined in relation to the Corporation's fair market value, the Corporation shall deliver a note (the "**Payoff Note**") to the Affected Shareholder for fifty percent (50%) of the asset value of Affected Shareholder's shares. The Payoff Note may be payable over a five (5) year period and may bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or may be discounted (using the same rate) to present value if an earlier payoff is required under the applicable laws and regulations. The terms of the Payoff Note may include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Corporation may sell the Affected Shareholder's shares, in accordance with the terms of these Bylaws, to finance the Payoff Note or for any other lawful reason.

ARTICLE III: DIRECTORS

Section 3.01 Number of Directors; Identity of Initial Directors. The authorized number of Directors of the Corporation shall be [two] ([2])¹ until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial Directors shall be:

(a) Arthur M. White; and

(b) Zach Hinkle.

Section 3.02 Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

¹ Principals to confirm.

Section 3.03 Term of Office. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section 3.04 Vacancies and Newly Created Directorships. Vacancies and newly created directorships, whether resulting from an increase in the size of the Board of Directors, from the death, resignation, disqualification or removal of a Director or otherwise, may be filled by election at an annual or special meeting of shareholders called for that purpose or/solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.05 Removal. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one (1) or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

Section 3.06 Resignation. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section 3.07 Meetings of Directors.

(a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution.

(b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President, Vice President (if any), Chairman of the Board, the Secretary, by any two (2) Directors or by one (1) Director in the event that there is only one (1) Director. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery or orally. If notice is mailed, it shall be deposited in the United States mail at least two (2) days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.

(c) Place of Meetings. Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

Section 3.08 Electronic Participation. Members of the Board may participate in a meeting through conference telephone, electronic video screen communication or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.09 Quorum of and Action by Directors. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless Chapter 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section 3.10 Compensation. Directors may receive compensation for their services, and the Board of Directors may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board of Directors or committee thereof. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity. The Directors may, from time to time, establish compensation policies of the Corporation consistent with this Section 3.10.

Section 3.11 Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof under Chapter 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the Secretary to be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.12 Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one (1) or more committees, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

A committee of the Board of Directors does not have the authority to:

- (a) Approve actions that require approval of the shareholders or the outstanding shares.
- (b) Fill vacancies on the Board or in any committee.
- (c) Amend or repeal bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board of Directors that by its terms is not so amendable or repealable.
- (e) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the Board.

The Board of Directors, by resolution adopted by the majority of authorized Directors, may designate one (1) or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

ARTICLE IV: OFFICERS

Section 4.01 Positions and Election. The officers of the Corporation shall be elected by the Board of Directors and shall be a President, a Secretary, a Treasurer and all other officers as may from time to time be determined by the Board of Directors. At the discretion of the Board of Directors, the Corporation may also have other officers, including but not limited to one (1) or more Vice Presidents or assistant Vice Presidents, one (1) or more assistant Secretaries, a Chief Financial Officer and a Chief Operations Officer, as may be appointed by the Board of Directors, with such authority as may be specifically delegated to such officers by the Board of Directors. Any two (2) or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

Section 4.02 Removal and Resignation. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the Board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the President, the Secretary or the Board.

Section 4.03 Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other

officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.01 Indemnification of Officers or Directors. The Corporation shall, to the extent permitted by Chapter 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section 5.02 Non-Exclusivity of Indemnification Rights and Authority to Insure. The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

ARTICLE VI: SHARE CERTIFICATES AND TRANSFER

Section 6.01 Share Certificates. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to Chapter 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences and privileges regarding classified shares or a class of shares with two (2) or more series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i), the President, or a Vice President and (ii) the Chief Financial Officer, an assistant Treasurer, the Secretary or any assistant Secretary.

Section 6.02 Transfers of Shares. Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for Transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its Transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence

of succession, assignment or authority to Transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

“Transfer” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares owned by a person or any interest (including a beneficial interest) in any shares or share equivalents owned by a person.

Section 6.03 Registered Shareholders. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts or giving proxies with respect to those shares.

Section 6.04 Lost, Stolen, or Destroyed Certificates. The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen or destroyed provided that the shareholder or the shareholder’s legal representative of the lost, stolen or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the Corporation because of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VII: CORPORATE RECORDS AND INSPECTION

Section 7.01 Records. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

Section 7.02 Inspection of Books and Records. The Corporation’s accounting books and records and minutes of proceedings of the shareholders, Board of Directors and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders and voting trust certificate holders, in the manner provided by law.

Section 7.03 Certification and Inspection of Bylaws. The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VIII: MISCELLANEOUS

Section 8.01 Checks, Drafts, Etc. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 8.02 Conflict with Applicable Law or Articles of Entity Conversion. Unless the context requires otherwise, the general provisions, rules of construction and the definitions of Chapter 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section 8.03 Invalid Provisions. If any one (1) or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section 8.04 Emergency Management of the Corporation. In anticipation of or during an emergency, as defined in Chapter 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting and designation of additional or substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations:

- (a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent resulting from the emergency.
- (b) Relocate the principal office or designate alternative principal offices or regional offices.
- (c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these Bylaws.
- (d) Deem that one (1) or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

Section 8.05 Reports. The Corporation shall provide all shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of the shareholders or one hundred and twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to the shareholders upon request in compliance with Chapter 156D, § 16.20.

Section 8.06 Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

ARTICLE IX: AMENDMENT OF BYLAWS

Section 9.01 Amendment by Shareholders. Shareholders may adopt, amend or repeal these Bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws or the Articles of Organization.

Section 9.02 Amendment by Directors. Subject to the rights of shareholders as provided in Article IX, and the statutory limitations of Chapter 156D, the Board of Directors may adopt, amend or repeal these Bylaws.

[SIGNATURE PAGE TO FOLLOW]

**CERTIFICATE OF SECRETARY
OF
COMMONWEALTH FARM 1761, INC.**

The undersigned, Arthur M. White, hereby certifies that he is the duly elected and acting Secretary of **COMMONWEALTH FARM 1761, INC.**, a Massachusetts corporation (the “**Corporation**”), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of this _____ day of _____ 2018, and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this _____ day of _____, 2018.

COMMONWEALTH FARM 1761, INC.

By: _____
Name: Arthur M. White
Title: Secretary



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Special Filing Instructions

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001352191

ARTICLE I

The exact name of the corporation is:

COMMONWEALTH FARM 1761, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CWP	\$0.00100	275,000	\$275.00	275,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

A. LIMITATION OF DIRECTOR LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, NO DIRECTOR OF THE CORPORATION SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR. THE PRECEDING SENTENCE SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR FOR ANY ACT OR OMISSION OCCURRING PRIOR TO THE DATE UPON WHICH SUCH PROVISION BECOMES EFFECTIVE. B. INDEMNIFICATION. THE CORPORATION SHALL, TO THE EXTENT PERMITTED BY G.L.C. 156D, INDEMNIFY ALL PERSONS WHO HAVE SERVED OR MAY SERVE AT ANY TIME AS OFFICERS OR DIRECTORS OF THE CORPORATION AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSS AND EXPENSE, INCLUDING AMOUNTS PAID IN SETTLEMENT BEFORE OR AFTER SUIT IS COMMENCED, AND REASONABLE ATTORNEY'S FEES, ACTUALLY AND NECESSARILY INCURRED AS A RESULT OF ANY CLAIM, DEMAND, ACTION, PROCEEDING, OR JUDGMENT THAT MAY HAVE BEEN ASSERTED AGAINST ANY SUCH PERSONS, OR IN WHICH THESE PERSONS ARE MADE PARTIES BY REASON OF THEIR BEING OR HAVING BEEN OFFICERS OR DIRECTORS OF THE CORPORATION. THIS RIGHT OF INDEMNIFICATION SHALL NOT EXIST IN RELATION TO MATTERS AS TO WHICH IT IS ADJUDGED IN ANY ACTION, SUIT OR PROCEEDING THAT THESE PERSONS ARE LIABLE FOR NEGLIGENCE OR MISCONDUCT IN THE PERFORMANCE OF DUTY. THE INDEMNIFICATION RIGHTS PROVIDED HEREIN (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT, VOTE OF SHAREHOLDERS OR OTHERWISE; AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSONS ENTITLED TO INDEMNIFICATION. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY THE BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH HEREIN. C. PARTNERSHIP. THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW. D. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. E. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. F. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: ARTHUR M. WHITE
No. and Street: 600 WORCESTER ROAD, SUITE 401
C/O BENJAMIN & WHITE, P.C.
City or Town: FRAMINGHAM State: MA Zip: 01702 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ARTHUR M. WHITE	600 WORCESTER ROAD, SUITE 401 FRAMINGHAM, MA 01702 USA
TREASURER	ARTHUR M. WHITE	600 WORCESTER ROAD, SUITE 401 FRAMINGHAM, MA 01702 USA
SECRETARY	ARTHUR M. WHITE	600 WORCESTER ROAD, SUITE 401 FRAMINGHAM, MA 01702 USA
DIRECTOR	ARTHUR M. WHITE	600 WORCESTER ROAD, SUITE 401 FRAMINGHAM, MA 01702 USA
DIRECTOR	ZACH HINKLE	600 WORCESTER ROAD, SUITE 401 FRAMINGHAM, MA 01702 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

HORTICULTURE AND AGRICULTURAL PRODUCT MANUFACTURE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 600 WORCESTER ROAD, SUITE 401
C/O BENJAMIN & WHITE, P.C.
City or Town: FRAMINGHAM State: MA Zip: 01702 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 600 WORCESTER ROAD, SUITE 401
C/O BENJAMIN & WHITE, P.C.
City or Town: FRAMINGHAM State: MA Zip: 01702 Country: USA
which is

☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

Signed this 29 Day of October, 2018 at 5:07:00 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

ALEX LAMPHIER, ESQ., ATTORNEY FOR COMMONWEALTH FARM 1761, INC.

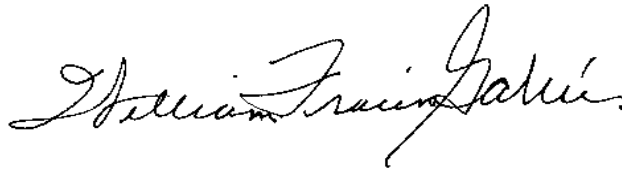
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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

October 29, 2018 05:06 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Statement of Change of Supplemental
Information Contained in Article
VIII of Articles of Organization**

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 2.02 and Section 8.45; 950 CMR 113.17)

(1) Exact name of the corporation: Commonwealth Farm 1761, Inc.(2) Current registered office address: 600 Worcester Road, Suite 401 Framingham, MA 01702
(number, street, city or town, state, zip code)

(3) The following supplemental information has changed:

(check appropriate box)

- ☒
- Names and addresses of the directors, president, treasurer and secretary (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President:

Treasurer:

Secretary:

Director(s): Zach Hinkle is no longer a Director for Commonwealth Farm 1761, Inc.

- ☐
- Fiscal year end: _____
-
- (month, day)

- ☐
- Principal office address: _____
-
- (number, street, city or town, state, zip code)

- ☐
- Type of business in which the corporation intends to engage:

- ☐
- Other:

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: _____

Signed by: Arthur M. White ARTHUR M. WHITE
(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

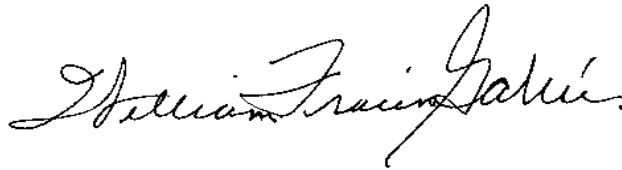
on this 11th day of December, 2018

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

December 11, 2018 01:42 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

Date: October 03, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,

COMMONWEALTH FARM 1761, INC.

is a domestic corporation organized on **October 29, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19100085990

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: COMMONWEALTH FARM 1761, INC.

2. Current registered office address:

Name: ARTHUR M. WHITE

No. and Street: 600 WORCESTER ROAD, SUITE 401

C/O BENJAMIN & WHITE, P.C.

City or Town: FRAMINGHAM State: MA Zip: 01702 Country: USA

3. The following supplemental information has changed:

☒ *Names and street addresses of the directors, president, treasurer, secretary*

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ARTHUR M. WHITE	600 WORCESTER ROAD, SUITE 401 FRAMINGHAM, MA 01702 USA
TREASURER	ARTHUR M. WHITE	600 WORCESTER ROAD, SUITE 401 FRAMINGHAM, MA 01702 USA
SECRETARY	ARTHUR M. WHITE	600 WORCESTER ROAD, SUITE 401 FRAMINGHAM, MA 01702 USA
DIRECTOR	ARTHUR M. WHITE	600 WORCESTER ROAD, SUITE 401 FRAMINGHAM, MA 01702 USA
DIRECTOR	JONATHAN TUCKER	600 WORCESTER ROAD, SUITE 401, C/O BENJAMIN & WHITE, PC FRAMINGHAM, MA 01702 USA

___ Fiscal year end:

December

___ Type of business in which the corporation intends to engage:

HORTICULTURE AND AGRICULTURAL PRODUCT MANUFACTURE

___ Principal office address:

No. and Street: 600 WORCESTER ROAD, SUITE 401

C/O BENJAMIN & WHITE, P.C.

City or Town: FRAMINGHAM State: MA Zip: 01702 Country: USA

___ g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 600 WORCESTER ROAD, SUITE 401

City or Town: C/O BENJAMIN & WHITE, P.C.
FRAMINGHAM State: MA Zip: 01702 Country: USA
which is
☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

**Signed by ARTHUR M. WHITE , its PRESIDENT
on this 10 Day of June, 2019**

THE COMMONWEALTH OF MASSACHUSETTS

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

June 10, 2019 10:35 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

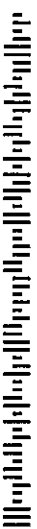


Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner
mass.gov/dor

Letter ID: L1708826688
Notice Date: November 11, 2019
Case ID: 0-000-600-654



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ARTHUR WHITE
COMMONWEALTH FARM 1761, INC.
600 WORCESTER RD STE 401
FRAMINGHAM MA 01702-5360



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, COMMONWEALTH FARM 1761, INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

Signed under the pains and penalties of perjury, I, Jonathan Tucker, an authorized representative of Pure Industries, Inc. certify that Commonwealth Farm 1761, Inc. does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

A handwritten signature in black ink, appearing to be 'JT', is written over a horizontal line.

3/2/20
Date

Name: Jonathan Tucker

Title: Chief Executive Officer

Entity: Commonwealth Farm 1761, Inc.



Commonwealth Farm 1761, Inc.

Business Plan

December 2018

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Commonwealth Farm 1761, Inc. (“Commonwealth Farm”) is a Marijuana Establishment (“ME”) applicant committed to cultivating, processing, and packaging the highest quality marijuana and marijuana products in a safe, secure, and fully compliant facility.

1.2 License Types

Commonwealth Farm is applying for ME licenses from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a Tier 11 Marijuana Cultivator facility and a Marijuana Product Manufacturing facility at 1062 Edmands Road in Framingham, Massachusetts.

1.3 Product

In addition to cultivating traditional sativa, indica, and hybrid cannabis flower, Commonwealth Farm will manufacture a wide range of products that will allow marijuana retail establishments purchasing Commonwealth Farm’s products to serve customers with a variety of needs and preferences. Products that Commonwealth Farm intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams / lotions
4. Patches
5. Tablets
6. Tinctures
7. Sprays
8. Pills or capsules
9. Pre-dosed oil vaporizers
10. Food
11. Beverages

1.4 Customers

Commonwealth Farm intends to sell its products to licensed marijuana establishments across the Commonwealth who seek to buy wholesale marijuana and marijuana products. Customers may include retail marijuana establishments or product manufacturers.

1.5 What Drives Us

Commonwealth Farm’s goals include:

1. Cultivating and processing a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting any potential cost of Commonwealth Farm’s operations within their community;
3. Hiring employees and contractors from Framingham;
4. Hiring employees and contractors from communities that historically have been harmed

- by the war on drugs;
5. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within Commonwealth Farms and the cannabis industry as a whole;
 6. Having a diverse and representative pool of employees;
 7. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;
 8. Running an environmentally-friendly facility through the use of efficient cultivation methods; and
 9. Creating branded marijuana products that are tested, consistent, and high quality.

2. COMPANY DESCRIPTION

2.1 Structure

Commonwealth Farm 1761, Inc. is a Massachusetts business corporation applying for Marijuana Establishment licenses to cultivate and manufacture marijuana and marijuana products from the Massachusetts Cannabis Control Commission (the “**Commission**”).

For each license type, Commonwealth Farm will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

Commonwealth Farm seeks to locate its facility in Framingham, Massachusetts. Commonwealth Farm will execute a lease agreement for the property located at 1062 Edmands Road in Framingham and will construct a cultivation and product manufacturing facility on the land. The proposed facility will be adequately buffered from the streetscape and surrounding residential parcels.

Commonwealth Farm intends to construct separate buildings to accommodate different phases of the cultivation and product manufacturing process, including (1) cultivation buildings; (2) a trim, cure, and packaging building; (3) product intake and preparation building; and (4) extraction buildings.

Commonwealth Farm will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory review and a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Commonwealth Farm will tag and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana or marijuana products will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Commonwealth Farm will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

Commonwealth Farm will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided for in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

Commonwealth Farm will provide adequate lighting, ventilation, temperature, humidity, space,

and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Commonwealth Farm will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Commonwealth Farm will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund or an escrow account with at least \$5,000 in escrow per license. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of applicable statutes or regulations, or the cessation of operation of Commonwealth Farm.

Commonwealth Farm and Commonwealth Farm's agents will comply with all local rules, regulations, ordinances, and bylaws.

2.3 Security

Commonwealth Farm will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Commonwealth Farm's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Framingham Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the facility and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Commonwealth Farm's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Commonwealth Farm

will maintain a current list of individuals with access.

On-site consumption of marijuana by Commonwealth Farm's employees and visitors will be prohibited.

Commonwealth Farm will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

Commonwealth Farm looks forward to working cooperatively with the City of Framingham to ensure that it operates as a responsible, contributing member of the Framingham community. The City stands to benefit in various ways, including but not limited to the following:

JOBS:

- Commonwealth Farm's facility will add 30 full-time executive jobs and approximately 100 cultivation jobs, in addition to hiring qualified, local contractors and vendors. Employees will receive a living wage, full benefits and extensive training.

MONETARY BENEFITS:

- A Host Community Agreement with significant monetary donations will provide the City with additional financial benefits beyond local property taxes.

ACCESS TO QUALITY, LEGAL PRODUCT:

- Commonwealth Farm will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants

CONTROL:

- In addition to the Commission, the Framingham Police Department and other municipal departments will have oversight over Commonwealth Farm's security systems and processes.

RESPONSIBILITY:

- Commonwealth Farm is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the Commission.

MAINTAINING THE EASTLEIGH FARM:

- The rent revenue generated from the operation of Commonwealth Farm will allow Eastleigh Farm to maintain their existing operations on the property.

2.5 Zoning

In accordance with Framingham's Zoning By-Law, the proposed property is located in Framingham's R-4 District. The property consists of more than 15 acres and is currently engaged in "farming" or "agriculture" as defined in M.G.L. c. 128 §1A. The facility is not located within 100' of any residential lot line and will have a 25' wide buffered screen no more than 60' from the edge of the structure to allow the facility to blend in with the landscape.

In accordance with the Commission's regulations, the property is not located within 500 feet of an existing public or private school that provides education to children in kindergarten or

grades 1 through 12.

Commonwealth Farm will submit an application for Site Plan Review to the City of Framingham.

2.6 Cultivation Operations

Commonwealth Farm will cultivate, process and package marijuana, and transfer marijuana to other Marijuana Establishments, but not to consumers, in accordance with Commonwealth Farm's licensed cultivation tier. All phases of the cultivation, processing, and packaging of marijuana by Commonwealth Farm will take place in a designated area that is not visible from a public place without the use of binoculars, aircraft or other optical aids.

Application of pesticides by Commonwealth Farm will 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 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources. In the event that Commonwealth Farm sells or otherwise transfers marijuana to another Marijuana Establishment, Commonwealth Farm will provide documentation of its compliance with the testing requirements of 935 CMR 500.160. Commonwealth Farm will only label marijuana with the word “organic” if all cultivation is consistent with US Department of Agriculture organic requirements at 7 CFR 205. Soil for cultivation will meet federal standards identified by the Commission.

Commonwealth Farm's cultivation process will use best practices 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. Any application of plant nutrient to land used for the cultivation of marijuana will 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*.

Commonwealth Farm, through the use of inventory tracking software approved by the Commission, will assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling, and product recalls.

Cultivation Rooms and Facilities

Cultivation Rooms

- Clone Room
- Mother Room
- Vegetative Room
- Flowering Rooms

Support Rooms

- Supply Storage Room (i.e. organic pesticides, fertilizers)

- General (non-plant) Trash Room
- Plant Trash Room
- Locker Rooms
- Mechanical Room
- Electrical room
- Trim Room
- Dry Room

Technical Specifications

The Commonwealth Farm facility utilizes a water-chilled system/heat to control temperature and humidity levels. Cultivation rooms are individually controlled and monitored through the use of a Direct Digital Control (“DDC”), which is an automated control of a condition or process by a digital device. Adjustable environmental parameters include heat, humidity, and light control. Cultivation rooms that house plant material will be under video surveillance—as outlined in the Commonwealth Farm Security Policies and Procedures.

Overview of Cultivation Rooms

Clone Room: The Clone Room is initially dedicated to the germination of seeds during ramp up, and then will be used to house clones from mother plants, which will be chosen from initial seed stock. Cloning, the act of taking a genetically identical specimen from mother stock, takes place in the clone room. The Cultivation Technician that oversees the Mother Room and Clone Room propagates plant material and is responsible for the plants’ life cycle from cutting to vegetative phase.

Mother Room: The Mother Room houses all selected plants from initial seed stock that meet the characteristics that the Director of Cultivation is looking for in each strain of marijuana. The Mother Room consists of Metal Halide Lights that offer the proper wavelengths of light to encourage rapid growth to produce clones on a weekly basis. The Mother Room light cycle is twenty-four (24) hours of light.

Vegetative Room: The Vegetative Room houses all plants that are in between the Clone Room and Flowering Rooms. LED lights will be used to encourage vegetative growth and proper root establishment. Plant material will also be transitioned from low intensity lighting to high intensity to prevent transplant/light shock. The Vegetative Room light cycle varies between eighteen to twenty-four (18-24) hours of light.

Flowering Rooms: The Flowering Rooms consist of marijuana plants fed from the vegetative room. Marijuana plants are placed under a twelve/twelve (12/12) light cycle to initiate flowering. With the use of LED lights, the flowering marijuana plants receive the correct amount of red/orange wavelengths of light to promote proper flowering behavior. The Flowering Rooms are where the plants’ life cycles end; this period can vary from eight to twelve (8-12) weeks.

Safety

All agents will complete mandatory safety training sessions. Commonwealth Farm agents and Commonwealth Farm management will have specific responsibilities to ensure health and safety at the Commonwealth Farm facility:

Health and Safety Responsibilities for Commonwealth Farm Management:

- Ensure the health and safety of Cultivation Technicians;
- Correct any workplace conditions that are hazardous to the health and safety of Cultivation Technicians;
- Inform Cultivation Technicians about any remaining hazards;
- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility;
- Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that they comply with them;
- Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them;
- Provide Cultivation Technicians with education, supervision, and training specific to the Cultivation Facility and equipment used to cultivate; and
- Perform ongoing reviews of policies and procedures and update as needed.

Health and Safety Responsibilities for Commonwealth Farm Agents:

- Take care to protect individual health and safety and the health and safety of others who may be affected by individual's actions;
- Comply with all regulations and other legal requirements;
- Follow established safe work procedures;
- Use the required personal protective equipment;
- Refrain from horseplay or similar conduct that may endanger others;
- Ensure individual ability to work safely is not impaired by drugs or alcohol;
- Report accidents and other incidents (including near misses) to the Director of Cultivation; and
- Report the following to the Director of Cultivation:
 - A hazard that might endanger Commonwealth Farm agents;
 - A problem with personal protective equipment or clothing; and
 - Any suggestions to improve workplace safety.

Cultivation Agent Health and Safety Program: Eight basic components have been identified to help prevent accidents and injuries from occurring within the Cultivation Facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
 - Dealing with wet surfaces;

- Wearing proper personal protective equipment and clothing;
- Handling solvents with use of protective gloves and proper ventilation; and
- Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout Cultivation Facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns. Smoking is prohibited on Commonwealth Farm property.

Plant Care

Cultivation Technicians will be responsible for all plant maintenance in their assigned cultivation rooms. Responsibilities will include watering/irrigation, potting/re-potting, pruning and Integrated Pest Management (IPM). The IPM Program is designed to control and limit pests and other pathogens through the use of pesticides/fungicides. Cultivation Technicians will maintain appropriate levels of sanitation in all cultivation areas and keep assigned cultivation rooms clean and free from hazards. Toxic items will be labeled, identified appropriately, held, and stored in the cultivation supply room in order to protect marijuana and MIPs from being contaminated.

Irrigation: All plants will be top fed via drip irrigation from a centralized feeding system containing a concentrated two-part fertilizer that will be adjusted to the proper ppm/EC levels that are required for the different stages of the marijuana plant cycle. The irrigation water will also be adjusted to the proper pH level to ensure proper nutrient uptake. Cultivation Technicians are responsible for managing the system. Cultivation Technicians will monitor the flow of irrigation through the system to ensure that all plants are receiving adequate amounts of water. Cultivation Technicians will consult with the Cultivation Manager and Director of Cultivation with regards to irrigation frequency and duration.

Potting/Re-Potting: All plants will be using a mixture of coco fiber and perlite in nursery pots. Cultivation Technicians are responsible for potting up plants in their assigned cultivation rooms. Cultivation Technicians will consult with the Cultivation Manager/Director of Cultivation regarding the timing of re-potting in order to maximize plant potential and to ensure that plants do not become root-bound. All Cultivation Technicians will be trained by the Director of Cultivation on proper potting techniques during initial training.

Pruning: Marijuana plants will be pruned regularly to encourage adequate growth traits and to maximize flowering sites on the plant. Pruning will also be used to maximize the yield potential of individual plants and also to eliminate flowering sites that do not receive adequate light due to

full canopy. Cultivation Technicians will undergo training in this procedure by the Director of Cultivation during initial training to ensure proper techniques.

Pest Control Prevention

Pests and pathogens will be managed and controlled to the greatest extent possible. Pests include insects, diseases, or any unwanted organism that directly or indirectly damages plants.

Commonwealth Farm will implement an Integrated Pest Management (IPM) Program to manage and control pest problems. IPM is a systematic approach to managing pests that focuses on long-term prevention or suppression with minimal impact on human health, the environment, and non-target organisms. A successful IPM Program consists of five (5) main categories: sanitation, monitoring, identification of pest problems, control methods, and evaluation.

Sanitation: Maintaining a clean and sterile environment is the most important phase of the IPM program. Agents will be responsible for ensuring assigned cultivation rooms are properly maintained, floors remain free from debris, and that tables on which plants are being grown are clean. Between harvests, Flowering Rooms, including floors, tables and walls, will be treated with a greenhouse disinfectant. All irrigation systems and lines will be cleaned between harvests. Cultivation Technicians will be required to wear one-piece work jumpsuits during shifts to limit the introduction of unwanted pests/pathogens.

Monitoring: IPM requires a thorough assessment of plants and their overall appearance. Cultivation Technicians will perform visual assessments for their dedicated areas and report any findings to the Cultivation Manager and Director of Cultivation.

Identification of Pest Problems: Visual inspections are the primary method for determining if pest problems exist in the Cultivation Facility. Sticky traps will be used throughout cultivation rooms to allow agents to consistently monitor pests that may be present. If and when a pest/pathogen is identified, Cultivation Technicians will immediately notify the Cultivation Manager and Director of Cultivation in order to minimize the risk of the pest/pathogen from spreading. In conjunction with the Director of Cultivation, the Cultivation Manager will create a remedial plan to eliminate the pest or pathogen.

Control Methods: The goal of the IPM Program is to create and maintain a well-organized and sanitized Cultivation Facility. The use of cultural control methods places a focus on proper environmental conditions and is critical to maintaining them. Biological control methods will be used throughout the Cultivation Facility. Biological agents (plant, animal, or microbe) will be used to control pests. When necessary, Cultivation Technicians will use mechanical controls (i.e. hands-on and exclusion techniques) such as handpicking and destroying pests/or pathogens or destroying plants that are heavily infected in order to prevent other plants from becoming contaminated. Cultivation Technicians will also utilize exclusion methods, such as making sure cultivation room doors remain closed, prohibiting non-essential agents from entering cultivation rooms, and requiring agents to change into uniforms when their shift begins.

Pesticides/fungicides will be applied under the supervision of the Director of Cultivation. There will be no application of any pesticide not in compliance with 500.120(5) in the cultivation of marijuana. To the extent required, the Director of Cultivation will follow all guidelines set forth

in Commonwealth Farm's IPM and cultivation will be consistent with U.S. Department of Agriculture organic requirements at 7 CFR Part 205. Pesticide/ fungicide applications by agents are to be discussed in advance with the Director of Cultivation. All applicable pesticide/fungicide label instructions and EPA Worker Protection Standards (WPS) guidelines will be followed. This includes applying the pesticide(s)/ fungicide(s) correctly, using appropriate rates, wearing proper personal protective equipment, posting warning signs, respecting restricted entry levels (REI) and documenting all pesticide/fungicide application information in the cultivation facilities records. EPA Worker Protection Standards Warning Signs will be posted in cultivation rooms where pesticide/fungicide application occurs. Toxic items will be labeled and identified appropriately, held, and stored in the cultivation supply room in order to protect marijuana from being contaminated.

Soil for cultivation will meet the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels.

The cultivation process will use best practices 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.

Evaluation: All aspects of the IPM Program will be thoroughly documented, including frequency, rates, methodology, and time/date when applied. Such records will be utilized to determine any necessary changes in the IPM Program and will be retained as part of Commonwealth Farm's recordkeeping requirements.

Cultivation Agent Entrance Procedures

All Cultivation Technicians will enter the Cultivation Facility using the main exterior door. Upon entry, Cultivation Technicians will proceed directly to the Locker Rooms to change into Commonwealth Farm issued uniforms and will then report to their assigned Cultivation Room(s).

Cultivation Flow

Clone Room: Initial ramp up begins with the germination of seeds in the Clone Room. Seeds will be germinated in rockwool cubes and housed in the clone room for up to 3-4 weeks. All viable plants will continue to be grown under fluorescent lighting in the Clone Room until determined by the Director of Cultivation that plants are ready to be transitioned into the Vegetative Room.

Vegetative Room: After plants leave the Clone Room they will be transported directly to the Vegetative Room, where they are introduced to high intensity light, which encourages rapid growth. All seeds/clones are repotted into a coco-based media upon entering the Vegetative Room. Marijuana plants will be housed in the Vegetative Room for 2-4 weeks depending on individual, strain-specific characteristics. During the initial ramp up phase, some plants will be diverted into the Mother Room for the purpose of creating mother stock from which future propagation from clone/cuttings will be taken. The Vegetative Room will house plants before they transition into Flowering Rooms.

Mother Room: All mother stock plants are housed in the Mother Room. Plant growth is encouraged through a light cycle and nutrient regimen to produce the maximum amount of cuttings/clones. Cultivation Technicians assigned to the Mother and Clone Rooms will be responsible for taking cuttings from mother stock and propagating within the Clone Room.

Flowering Rooms: After plants are grown in the Vegetative Room, they will be transported directly into Flowering Rooms. In the Flowering Rooms a 12 hour on/12 hour off light cycle flowering will be initiated. Marijuana plants finish their life cycle in the Flowering Rooms and can spend anywhere from 8-12 weeks in the flowering phase. Flowering Rooms may house multiple varieties and different stages of the marijuana flowering phase. All plants will remain properly labeled and tracked using [POS Software] throughout the process. Commonwealth Farm anticipates harvests on a weekly or bi-weekly schedule to ensure a steady flow of marijuana is available.

Production Plan

All initial plant stock will come from the germination of seeds. After initial seed germination, all subsequent plants will be propagated via cutting/clone from mother stock. Under the supervision of the Director of Cultivation, Cultivation Technicians will use a variety of techniques to encourage rapid, vigorous growth in both the Mother and Vegetative Rooms to ensure a sufficient number of plants to feed the Flowering Rooms.

Harvest

When marijuana plants reach full maturity, as determined by the Director of Cultivation or Cultivation Manager by examining the trichomes of the plant, plants will be cut down to the soil line in the Flowering Rooms and transferred to the Trim Room. Trimming will be conducted by a machine while the flowers are wet. Cultivation Technicians engaged in the harvest process will wear gloves to prevent contamination. After marijuana flowers are processed by the mechanical trimmer, they will be moved to the Dry Room. The environmental conditions in the Dry Room will be maintained to ensure the even drying of marijuana flowers. Once dried, marijuana flowers will be packaged in sealed containers in compliance with Commission regulations. Samples of batches are sent out for third-party testing.

Testing

- a. 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. Testing of marijuana products will 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) will be performed

in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH

- b. Commonwealth Farm will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). Any such policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both Commonwealth Farm and the Independent Testing Laboratory, separately and directly. The notification from Commonwealth Farm must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination;
- c. Commonwealth Farm will maintain the results of all testing for no less than one year;
- d. The sale of seeds is not subject to these testing provisions;
- e. Clones are subject to these testing provisions but are exempt from testing for metals;
- f. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13);
- g. All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11);
- h. All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Commonwealth Farm for disposal or by the Independent Testing Laboratory disposing of it directly; and
- i. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Solid Growing Media Sampling

Cultivation media will be tested in compliance with Commission protocols. Soil for cultivation will meet the ATSDR Environmental Media Evaluation Guidelines (EMEG) for residential soil levels and limits any pesticide residues, until such time that the Commission identifies an alternate federal standard for soil for cultivation. All soils and solid growing media will be sampled and analyzed initially prior to use for cultivation of marijuana, and at least annually, or quarterly if the soil is amended. Specifically, all source soils or solids will be sampled and analyzed prior to use in cultivation and whenever new soils or solids are received from a different source. Samples will be taken from 5% of individual plant containers. Sample collection documentation will identify the sample collection date and start time, participating personnel, a general description of the media and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used, and a record of plants or batches that would potentially be impacted should analysis results indicate unacceptable contamination. Agents performing sampling will use decontaminated

sampling tools and equipment to ensure that samples are not contaminated. All instructions from the analyzing laboratory will be followed in the transportation of samples. Laboratory analysis will be performed by a laboratory that is:

- Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement; or
- Certified, registered, or accredited by an organization.

Source soils will be sampled and analyzed:

- Prior to use in cultivation;
- Whenever a new source material is utilized; or
- At a rate of one sample per cubic yard of source soil or, when collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile).

Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include, but are not limited to soils that have been amended, mixed with other source soils/solids, subject to pesticide application, used for other purposes, or inundated by flood waters.

Cultivation soils will be analyzed at least annually during the calendar year of use. Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year (or quarter if amended as described below). If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended. Cultivation soil and solid samples will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers.

Sources of solid growing media including soils must be sampled and analyzed prior to use in cultivation and upon any change in the source of solids. Once cleared for use in cultivation, cultivation soils must be sampled and analyzed at least annually and within the quarter that soils are amended. The spatial distribution of samples must be considered to ensure representativeness across the entire cultivation operation. Sampling and analysis frequency, sample locations, and quality control (QC) samples are detailed herein and will comply with all regulatory guidance and will be periodically reviewed and amended to ensure such compliance.

Minimum Sampling and Analysis Frequency for Soils and Solids

Source Soils and Solids

- All source soils and solids will be sampled and analyzed prior to use in cultivation.
- All source soils and solids will be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).

- All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid media/soil.
- Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include but are not limited to soils that have been amended, mixed with other source soils/solids, subject to pesticide application, used for other purposes, or inundated by flood waters.

Cultivation Soils or Solids

- All cultivation soils and solid materials will be analyzed at least annually during the calendar year of use. Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year (or quarter if amended as described below).
- If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended. Note that soil amendment includes any material added to a soil, including other soils, to improve its physical properties, such as water retention, permeability, water infiltration, drainage, aeration, and structure. Note that soil amendment does not include addition of water or fertilizers added solely for nutrients. Materials such as compost or manure that are added for nutrients and to change the character of the soil and that are added in bulk are considered soil amendments for the purpose of this protocol. Application of soil amendments must be consistent with all Commission requirements.
- For cultivation that utilizes beds or other broad area cultivation, solid growing media/soil samples will be collected at the rate of 1 sample per discrete cultivation unit or at least 1 sample per 100 square feet of soil area for larger discrete cultivation units.
- For cultivation that utilizes individual plant containers (as opposed to beds or in-ground cultivation), solid growing media/soil samples will be collected from a minimum of 5 percent of the total number of growing containers.
- Solid growing media samples will be collected to be representative of the horizontal and vertical conditions of the growing configuration.
- When collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile).
- Cultivation soil and solid samples will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers.
- Samples will be analyzed individually as grab samples unless the analysis methods used allow analytical reporting limits to be achieved on composite sample analyses that would demonstrate that any single sample in the composite would not exceed the contaminant limits described later in this protocol. In no case may more than five (5) primary samples be composited into a single sample for analysis. When analyzed as a composite, the laboratory results of the composite must demonstrate that each composite subsample is below the relevant contaminant limits, not just the composite itself. For example, if the results of a five-sample composite are reported as 1.0 mg/kg, any one subsample (20% of

the total composite) could contain up to 5 mg/kg when accounting for the effective dilution of the other four subsamples (i.e., 1 sample at 5 mg/kg + 4 samples at 0 mg/kg = average of 1 mg/kg).

- Composite samples are not recommended but are allowable to scale sampling and analysis to fit the cultivation scale and approach. However, use of composite samples to demonstrate compliance would require corrective actions on all individual samples should the composite sample fail to achieve acceptable limits on any target analyte.

A diagram of the cultivation area, the sampling design, and the horizontal and vertical location of each sample will be created for each sampling event and maintained on file for review by inspection authorities.

Quality Control (QC) Samples for Soils and Solids

Field duplicate samples will be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected to provide verification of field and laboratory procedures. Field duplicate samples will be collected and analyzed for each analytical method performed on the samples. Field duplicate samples will not be identified to the laboratory (blind QC). Blank samples are required to provide important information on potential positive bias on any positive results in field samples.

Equipment rinsate blanks are required whenever non-disposable sampling equipment is used to collect samples at multiple locations such as in source soil testing or testing of hydroponic nutrient solutions. Equipment rinsate blanks must be collected at the rate of one (1) per sampling event per sampling equipment type with at least one (1) equipment rinsate blank for every twenty (20) field samples of the same matrix. Where equipment rinsate blanks are not appropriate (i.e., use of disposable sampling equipment, collection of just one sample location, or direct collection into the sampling container), field blanks may be used to evaluate potential for contamination and potential positive bias at the same frequency of one (1) per sampling event per sampling equipment type with at least one (1) for every twenty (20) field samples of the same matrix.

Water Samples

Commonwealth Farm's water supply will be sufficient for necessary operations. Water will not be sampled because water is from a Public Water Source (PWS) used in solids-based cultivation. Public water analysis records will be maintained by Commonwealth Farm and available to inspectors to demonstrate adequate analysis of the water and exemption from analysis.

Recalls

Commonwealth Farm's policies and procedures for handling voluntary and mandatory recalls of marijuana will be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Commonwealth Farm to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.

Product recalls may be initiated by the Commission or by Commonwealth Farm. In the event of a product recall, the following will transpire to ensure that all impacted consumers are promptly notified and such recalled product is destroyed:

- Knowing the product in question, determine the beginning and end dates in which product needs to be recalled (i.e. establish the recall period);
- Commonwealth Farm will then publicly post the nature of the recall on its website and at its facilities; and
- The recall will clearly explain the situation and instructions on returning the recalled product.

Consumers will return the recalled product to Commonwealth Farm and will be given the option of a refund or credit to be used during that visit. Destruction of the recalled product will occur pursuant to waste disposal requirements.

Waste Disposal

- a) All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.
- b) Liquid waste containing marijuana or by-products of marijuana processing will 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*.
- c) Organic material, recyclable material, and solid waste generated at a Commonwealth Farm facility be redirected or disposed of as follows:
 1. Organic material and recyclable material will 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:
 - i. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
 - ii. Any remaining marijuana waste will 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*.
 - iii. Solid waste containing cannabis waste generated at a Commonwealth Farm facility 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

iv. No fewer than two Commonwealth Farm 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, Commonwealth Farm will 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 Commonwealth Farm agents present during the disposal or other handling, with their signatures. Commonwealth Farm will keep these records for at least three years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Energy Efficiency and Conservation

Commonwealth Farm will demonstrate consideration of the following factors:

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

Commonwealth Farm will satisfy minimum energy efficiency and equipment standards established by the Commission and meet 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).

Commonwealth Farm will adopt and 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, and will provide energy and water usage reporting to the Commission in

a form determined by the Commission. Commonwealth Farm will be subject to the following minimum energy efficiency and equipment standards:

- a) The building envelope for all facilities, except greenhouses, must meet 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).
- e) Requirements 935 CMR 500.120(11)(b) and (c) will not be required if an indoor marijuana cultivator is generating 100% or more of the onsite load from an onsite clean or renewable resource.
- f) The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

3. MARKET RESEARCH

3.1 Competitors

Commonwealth Farm's competitors include other licensed Marijuana Cultivators and Product Manufacturers throughout the Commonwealth of Massachusetts.

3.2 Competitive Advantage

In every business, there is competition. However, the cannabis industry is known to be highly competitive. Commonwealth Farm possesses several strengths which will separate it from the competition. The industry is rapidly growing, and customers are scrutinizing the quality, variety, price and branding of marijuana and marijuana products offered for sale.

Commonwealth Farm's competitive advantages over its competition include the strength of its team; quality of its products; efficiencies in cultivation and product manufacturing; and commitment to running a locally-owned and independently-operated business. Commonwealth Farm will maintain a laser focus on efficient and compliant operations; the cultivation and manufacturing of market-appropriate products; continued research and development; and growing and empowering a knowledgeable, passionate staff.

3.3 Regulations

Commonwealth Farm is a Marijuana Establishment applicant, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Commonwealth Farm is registered to do business in the Commonwealth as a domestic business corporation. The company will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Commonwealth Farm will apply for all state and local permits and approvals required to renovate and operate the facility, including but not limited to those required by the City of Framingham.

Commonwealth Farm will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

4. PRODUCT / SERVICE

4.1 Product & Service

In addition to cultivating traditional sativa, indica, and hybrid cannabis flower, Commonwealth Farm will manufacture a wide range of products that will allow marijuana retail establishments purchasing Commonwealth Farm's products to serve customers with a variety of needs and preferences. Products that Commonwealth Farm intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams / lotions
4. Patches
5. Tablets
6. Tinctures
7. Sprays
8. Pills or capsules
9. Pre-dosed oil vaporizers
10. Food
11. Beverages

4.2 Pricing Structure

Commonwealth Farm's pricing structure will vary based on market conditions. The company plans to produce products of superior quality and will price its products accordingly.

4.3 Research & Development

Commonwealth Farm intends to engage in a variety of research and development initiatives to ensure product quality, operational efficiency, and ability to compete.

5. MARKETING & SALES

5.1 Growth Strategy

Commonwealth Farm's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. Continued networking and relationship building with licensed marijuana establishments; and
4. A caring and thoughtful staff made of consummate professionals.

5.2 Communication

Commonwealth Farm will engage in reasonable marketing, advertising, and branding practices 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 will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Commonwealth Farm will 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."

5.3 Packaging

Commonwealth Farm will ensure that all marijuana products that are provided for sale to consumers are packaged in tamper or child-resistant packaging. Packaging, including any label or imprint affixed to any packaging containing marijuana products, will not be attractive to minors.

Packaging for marijuana products sold in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Commonwealth Farm will not produce multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Logo

Commonwealth Farm has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

6. FINANCIAL PROJECTIONS

	%	Y1	Y2	Y3	Y4	Y5
Production Assumptions						
Wholesale Price per pound		2300.00	2185.00	2075.75	1971.96	1873.36
Wholesale Price per pound - MIPS		3800.00	3610.00	3429.50	3258.03	3095.12
Cultivation						
Lights in facility		1150	2300	3450	4600	5750
Pound per light		2.2	2.2	2.5	2.5	2.8
Turns per year		5	5	5	5	5
Pounds per year		12650	25300	43125	57500	80500
MIPs						
Low quality extraction yield	13					
% usable trim	30					
Non-Flower Extraction Material		3795	7590	12938	17250	24150
Non Flower Extraction Pounds		474	949	1617	2156	3019
Flower Extraction material		6325	12650	21562.5	28750	40250
High quality extraction yield	40					
Flower extraction pounds		2530	5060	8625	11500	16100
Pounds of flower	50	6325	12650	21562.5	28750	40250
Pounds of MIPS	50	3004	6009	10242	13656	19119
Wholesale Revenue						
Flower		14,547,500.00	27,640,250.00	44,758,359.38	56,693,921.88	75,402,916.09
MIPs		11,416,625.00	21,691,587.50	35,125,582.03	44,492,403.91	59,174,897.20
Total Revenue		25,964,125.00	49,331,837.50	79,883,941.41	101,186,325.78	134,577,813.29
COGS		7,789,237.50	14,799,551.25	23,166,343.01	29,344,034.48	36,336,009.59
Gross Profit		18,174,887.50	34,532,286.25	56,717,598.40	71,842,291.30	98,241,803.70
<i>Margin</i>		70%	70%	71%	71%	73%
Operating Expenses* (Not including COGS; see above)						
		5,000,000.00	7,000,000.00	9,000,000.00	11,000,000.00	13,000,000.00
EBIT		13,174,887.50	27,532,286.25	47,717,598.40	60,842,291.30	85,241,803.70



PLAN FOR OBTAINING LIABILITY INSURANCE

Commonwealth Farm 1761, Inc. ("Commonwealth Farm") will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Commonwealth Farm will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Commonwealth Farm will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Commonwealth Farm will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.



SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Commonwealth Farm 1761, Inc. does not plan on participating in the Medical Use of Marijuana Program at this time.



QUALITY CONTROL AND TESTING

Quality Control

Commonwealth Farm 1761, Inc. ("Commonwealth Farm") will comply with the following sanitary requirements:

1. Any Commonwealth Farm 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, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Commonwealth Farm agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. 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.
3. Commonwealth Farm's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Commonwealth Farm's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Commonwealth Farm's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Commonwealth Farm will ensure that litter and waste is properly removed and 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 will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Commonwealth Farm's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Commonwealth Farm's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Commonwealth Farm's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Commonwealth Farm will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will 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 will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Commonwealth Farm acknowledges and



understands that the Commission may require Commonwealth Farm to demonstrate the intended and actual use of any toxic items found on Commonwealth Farm's premises;

11. Commonwealth Farm will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Commonwealth Farm's needs;
12. Commonwealth Farm's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Commonwealth Farm will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Commonwealth Farm will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Commonwealth Farm will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Commonwealth Farm's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will 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).

Commonwealth Farm will ensure that Commonwealth Farm's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Commonwealth Farm will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Commonwealth Farm to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Commonwealth Farm will process marijuana in a safe and sanitary manner. Commonwealth Farm will process the leaves and flowers of the female marijuana plant only, which will be:

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



- Packaged in a secure area.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, and any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 500.105(5) and 500.105(6).

When selling or otherwise transferring marijuana to another marijuana establishment Commonwealth Farm will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Testing

Commonwealth Farm will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Commonwealth Farm for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Commonwealth Farm's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Commonwealth Farm's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Commonwealth Farm's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-



growth regulators, and the presence of pesticides. Commonwealth Farm acknowledges and understands that the Commission may require additional testing.

Commonwealth Farm's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Commonwealth Farm and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Commonwealth Farm will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Commonwealth Farm acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Commonwealth Farm's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Commonwealth Farm for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.



RECORDKEEPING PROCEDURES

General Overview

Commonwealth Farm 1761, Inc. ("Commonwealth Farm") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Commonwealth Farm documents. Records will be stored at Commonwealth Farm in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Commonwealth Farm is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Commonwealth Farm's quarter-end closing procedures. In addition, Commonwealth Farm's operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;



- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the Commonwealth Farm.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Commonwealth Farm and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Commonwealth Farm will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Commonwealth Farm will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR



500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Incident Reporting Records

- Within ten (10) calendar days, Commonwealth Farm will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Commonwealth Farm for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Commonwealth Farm's jurisdiction on request.

- Visitor Records

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

- Waste Disposal Records

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

- Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- Recordings shall not be destroyed or altered and shall be retained as long as necessary if Commonwealth Farm is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- Transportation Records

- Commonwealth Farm will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.



- Vehicle Records (as applicable)
 - Records that any and all of Commonwealth Farm's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Commonwealth Farm shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Commonwealth Farm closes, all records will be kept for at least two (2) years at Commonwealth Farm's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Commonwealth Farm will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

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

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Commonwealth Farm's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products[, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;



- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Commonwealth Farm operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Commonwealth Farm, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Commonwealth Farm's website.
- Policies and procedures for the handling of cash on Commonwealth Farm premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Commonwealth Farm shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment



in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Commonwealth Farm will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Commonwealth Farm 1761, Inc. ("Commonwealth Farm") will securely maintain personnel records, including registration status and background check records. Commonwealth Farm will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Commonwealth Farm and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Commonwealth Farm will undergo a detailed background investigation prior to being granted access to a Commonwealth Farm facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Commonwealth Farm pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the



Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Commonwealth Farm will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Commonwealth Farm will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Commonwealth Farm will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.



- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Commonwealth Farm or the Commission.

Personnel Policies and Training

As outlined in Commonwealth Farm's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Commonwealth Farm agents are required to complete training as detailed in Commonwealth Farm's Qualifications and Training plan which includes but is not limited to the Commonwealth Farm's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Commonwealth Farm will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Commonwealth Farm operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



MAINTAINING OF FINANCIAL RECORDS

Commonwealth Farm 1761, Inc.'s ("Commonwealth Farm") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the Commonwealth Farm.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.



- License Renewal Records

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



QUALIFICATIONS AND TRAINING

Commonwealth Farm 1761, Inc. ("Commonwealth Farm") will ensure that all employees hired to work at a Commonwealth Farm facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Commonwealth Farm's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Commonwealth Farm's current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a "Responsible Vendor". Once Commonwealth Farm is designated a "Responsible Vendor", all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor".

Commonwealth Farm will also encourage administrative employees who do not handle or sell marijuana to take the "Responsible Vendor" program on a voluntary basis to help ensure compliance. Commonwealth Farm's records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.



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

1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.

DIVERSITY PLAN

Commonwealth Farm 1761, Inc. (“Commonwealth Farm”) believes in creating and sustaining a robust policy of inclusivity and diversity. Commonwealth Farm recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Commonwealth Farm is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

To support such populations, Commonwealth Farm has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Commonwealth Farm’s operations.

Goals

In order for Commonwealth Farm to promote equity for the above-listed groups in its operations, Commonwealth Farm has established a goal of increasing the number of individuals falling into the above- listed demographics working in the establishment through thoughtful recruitment initiatives and retaining employees by providing tools to ensure upward growth in the organization.

Diversity Recruitment and Sourcing

Commonwealth Farm’s recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Advertising employment opportunities and career fairs in diverse publications or other mediums, including bilingual newspapers, networking groups for those who identify as minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+, and posting job options on public boards. At least one (1) advertisement will occur whenever a job becomes available;
- Advertising employment opportunities and career fairs with organizations serving minorities, women, people who identify as LGBTQ+, veterans, and persons with disabilities for employment referrals. At least one (1) advertisement will occur whenever a job becomes available;
- Providing at least one (1) briefing to representatives from recruitment sources concerning current and future job openings whenever a job opening becomes available;
- Encouraging employees from diverse groups to refer applicants for employment;

- Participating in career day programs by sending at least (2) Commonwealth Farm's employees to career day programs and encouraging Commonwealth Farm's diverse employees to participate whenever possible; and
- Commonwealth Farm hopes to host at least one (1) job fair annually with at least 25% of all open positions filled with applicants hired from the fair, subject to the suitability of the applicants, and will specifically make best efforts to hire at least 15% employees that are women and/or minorities and 10% employees that identify as veterans, LGBTQ, and with a disability.¹

Employee Retention, Training and Development

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Commonwealth Farm's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

Commonwealth Farm will offer promotions, career counseling, and training to provide all (100%) employees with equal opportunity for growth and to decrease turnover. Commonwealth Farm will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. Commonwealth Farm will ensure that all employees receive equal opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Training programs will be both internal and external to the company and cannabis industry, and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon. Commonwealth Farm anticipates hosting quarterly educational trainings.

Measuring Progress

The Director of Human Resources at Commonwealth Farm will be responsible for auditing the Diversity Plan annually prior to license renewal. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Whether from Commonwealth Farm hired at least 15% employees that are women and/or minorities and 10% employees that identify as veterans, LGBTQ+, or with a disability.
- A comprehensive description of all efforts made by Commonwealth Farm to monitor and enforce the Diversity Plan;
- Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Number of promotions of people falling into the above-listed demographics since initial licensure;
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation.

¹ The above goals and percentages were provided at the Commission's request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent the company's efforts for hiring a diverse workforce; however, the company is limited in its ability to confirm the ultimate percentages of these demographics in its workforce due to applicable employment and labor laws.



Acknowledgements

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



PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Commonwealth Farm 1761, Inc. ("Commonwealth Farm") will only be accessible to staff, law enforcement, contractors, or authorized visitors that are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Commonwealth Farm agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2). All employees and registered agents must be 21 years of age or older pursuant to 935 CMR 500.029 or 500.030.

In the event Commonwealth Farm discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Commonwealth Farm will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Commonwealth Farm will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Commonwealth Farm will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, 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. Commonwealth Farm will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **"For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly."**

Pursuant to 935 CMR 500.105(6)(b), Commonwealth Farm's packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Commonwealth Farm's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).