Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282740

Original Issued Date: 08/18/2020

Issued Date: 06/08/2023

Expiration Date: 08/18/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 191 Lafayette Rd Dispensary Company LLC

Phone Number: 603-785-8768 **Email Address:** george.haseltine@gmail.com

Business Address 1: 191 Lafayette Road **Business Address 2:**

Business City: Salisbury **Business State:** MA **Business Zip Code:** 01952

Mailing Address 1: 191 Lafayette Road **Mailing Address 2:**

Mailing City: Salisbury **Mailing State:** MA **Mailing Zip Code:** 01952

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: **Percentage Of Control:** 2.5

Role: Board Member **Other Role:** board member and owner of Salisbury Cul va and Product Manufacturing, LLC

First Name: Wayne **Last Name:** Capolupo **Suffix:**

Gender: **User Defined Gender:**

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: **Percentage Of Control:** 10

Role: Board Member **Other Role:** Board Member and indirect owner through Salisbury Cul va on and Product Manufacturing, LLC

First Name: George **Last Name:** Haseltine **Suffix:**

Gender: **User Defined Gender:**

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: **Percentage Of Control:** 10

Role: Board Member **Other Role:** Board member and indirect owner of majority shareholder of Establishment, Salisbury Cul va on and Product Manufacturing, LLC

First Name: Bradley **Last Name:** Kutcher **Suffix:**

Gender: **User Defined Gender:**

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: **Percentage Of Control:** 2.5

Role: Board Member **Other Role:**

First Name: Thomas **Last Name:** Regan **Suffix:**

Gender: **User Defined Gender:**

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: **Percentage Of Control:** 10

Role: Board Member **Other Role:** Board Member of Establishment and indirect owner through Fourteener, LLC

First Name: Jeffrey **Last Name:** White **Suffix:**

Gender: **User Defined Gender:**

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: **Percentage of Ownership:**

Entity Legal Name: 191 Lafayette Rd Dispensary Company, LLC **Entity DBA:** **DBA City:**

Entity Description: license holder

Foreign Subsidiary Narrative:

Entity Phone: 978-423-4254 **Entity Email:** bkutcher22@gmail.com **Entity Website:**

Entity Address 1: 61 Pleasant St **Entity Address 2:** #1479

Entity City: Newburyport **Entity State:** MA **Entity Zip Code:** 01950

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description:

Entity with Direct or Indirect Authority 2

Percentage of Control: 8 **Percentage of Ownership:** 25

Entity Legal Name: Fourteener, LLC **Entity DBA:** **DBA City:**

Entity Description: Owner of the license holder

Foreign Subsidiary Narrative:

Entity Phone: 603-321-1804 **Entity Email:** jeffcarp47@gmail.com **Entity Website:**

Entity Address 1: 74 Landfall **Entity Address 2:**

Entity City: Falmouth **Entity State:** MA **Entity Zip Code:** 02540

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description:

Entity with Direct or Indirect Authority 3

Percentage of Control: 48.5 **Percentage of Ownership:** 75

Entity Legal Name: Salisbury Cultivation and Product Manufacturing, LLC **Entity DBA:** **DBA City:**

Entity Description: owner of the license holder

Foreign Subsidiary Narrative:

Entity Phone: 978-423-4254 **Entity Email:** bkutcher22@gmail.com **Entity Website:**

Entity Address 1: 61 Pleasant St **Entity Address 2:** #1479

Entity City: Newburyport **Entity State:** MA **Entity Zip Code:** 01950

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description:

Entity with Direct or Indirect Authority 4

Percentage of Control: 8.5 **Percentage of Ownership:**

Entity Legal Name: GBH, Inc. **Entity DBA:** **DBA City:**

Entity Description: owner of license holder through part ownership in SCPM

Foreign Subsidiary Narrative:

Entity Phone: 978-423-4254 **Entity Email:** bkutcher22@gmail.com **Entity Website:**

Entity Address 1: 25 Storey Ave **Entity Address 2:** Suite #8#171

Entity City: Newburyport **Entity State:** MA **Entity Zip Code:** 01950

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description:

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Alpa **Last Name:** Patel **Suffix:**

Types of Capital: Monetary/ Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $50000 **Percentage of Initial Capital:** 33.33

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Mita **Last Name:** Patel **Suffix:**

Types of Capital: Monetary/ Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $50000 **Percentage of Initial Capital:** 33.33

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Anand **Last Name:** Patel **Suffix:**

Types of Capital: Monetary/ Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $50000 **Percentage of Initial Capital:** 33.33

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 191 Lafayette Road

Establishment Address 2:

Establishment City: Salisbury **Establishment Zip Code:** 01952

Approximate square footage of the establishment: 3880 **How many abutters does this property have?:** 14

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation1.pdf	pdf	5cec3f24624ce5135e9241df	05/27/2019
Certification of Host Community Agreement	Salisbury HCA Certification Form.pdf	pdf	5cec3f5250e7af1803c1d4b5	05/27/2019
Plan to Remain Compliant with Local Zoning	GW Plan to Remain Compliant with Local Zoning_Salisbury.pdf	pdf	5cec41c164ca8317f4fc9341	05/27/2019

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.: $1

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	GW Plan for Positive Impact_03072020.pdf	pdf	5e8394a681ed8a355b8d7d7e	03/31/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Wayne **Last Name:** Capolupo **Suffix:**

RMD Association:

Background Question:

Individual Background Information 2

Role: **Other Role:**

First Name: George **Last Name:** Haseltine **Suffix:**

RMD Association:

Background Question:

Individual Background Information 3

Role: **Other Role:**

First Name: Bradley **Last Name:** Kutcher **Suffix:**

RMD Association:

Background Question:

Individual Background Information 4

Role: **Other Role:**

First Name: Thomas **Last Name:** Regan **Suffix:**

RMD Association:

Background Question:

Individual Background Information 5

Role: **Other Role:**

First Name: Jeffrey **Last Name:** White **Suffix:**

RMD Association:

Background Question:

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: **Other Role:**

Entity Legal Name: 191 Lafayette Rd Dispensary Company, LLC **Entity DBA:**

Entity Description: License Holder

Phone: 978-423-4254 **Email:**

Primary Business Address 1: bkutcher22@gmail.com **Primary Business Address 2:**

Primary Business City: Newburyport **Primary Business State:** MA **Principal Business Zip Code:** 01950

Additional Information:

Entity Background Check Information 2

Role: **Other Role:**

Entity Legal Name: Fourteener, LLC **Entity DBA:**

Entity Description: Owner of license holder

Phone: 603-321-1804 **Email:** jeffcarp47@gmail.com

Primary Business Address 1: 74 Landfall **Primary Business Address 2:**

Primary Business City: Falmouth **Primary Business State:** MA **Principal Business Zip Code:** 02540

Additional Information:

Entity Background Check Information 3

Role: **Other Role:**

Entity Legal Name: Salisbury Cultivation and Product Manufacturing, LLC **Entity DBA:**

Entity Description: Owner of license holder

Phone: 978-423-4254 **Email:** bkuthcer22@gmail.com

Primary Business Address 1: 61 Pleasant St **Primary Business Address 2:** #1479

Primary Business City: Newburyport **Primary Business State:** MA **Principal Business Zip Code:** 01950

Additional Information:

Entity Background Check Information 4

Role: **Other Role:**

Entity Legal Name: GBH, Inc. **Entity DBA:**

Entity Description: owner of license holder through part ownership in SCPM

Phone: 978-423-4254 **Email:** bkutcher22@gmail.com

Primary Business Address 1: 25 Storey Ave **Primary Business Address 2:** Suite #8#171

Primary Business City: Newburyport **Primary Business State:** MA **Principal Business Zip Code:** 01950

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Ganesh Wellness Bylaws.pdf	pdf	5cec4c4369291617ba85e15e	05/27/2019
Secretary of Commonwealth - Certificate of Good Standing	Ganesh Wellness LLC Certificate of Good Standing 10.29.19 (1).pdf	pdf	5ddadad4ea4df3530e646044	11/24/2019
Department of Revenue - Certificate of Good standing	01132020 Certificate of Good Standing Tax Compliance.pdf	pdf	5e839ac6482e703583b7a9bf	03/31/2020
Articles of Organization	Articles of Entity Conversion 5182020.pdf	pdf	5ec336700f6f0d34840b435d	05/18/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DoR.pdf	pdf	644a7fe90dd43c00070f8e7d	04/27/2023
Department of Unemployment Assistance -	DUA.pdf	pdf	644a7fea0dd43c00070f8ea6	04/27/2023

Certificate of Good standing				
Secretary of Commonwealth - Certificate of Good Standing	Secretary of the Commonwealth.pdf	pdf	644a7fee0509d600098c08bb	04/27/2023

Massachusetts Business Identification Number: 001663217

Doing-Business-As Name: Road Trip

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan Salisbury 2022.pdf	pdf	62a7fd3d5871d100088cb30c	06/13/2022
Proposed Timeline	GW Salisbury Operational Timeline 2023.pdf	pdf	644a80470dd43c00070f8fd7	04/27/2023
Plan for Liability Insurance	GW Plan for Obtaining Liability Insurance.pdf	pdf	644a81330dd43c00070f92a7	04/27/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	GW Plan to Obtain marijuana or marijuana products_Salisbury.pdf	pdf	5cf0612f50e7af1803c1de31	05/30/2019
Separating recreational from medical operations, if applicable	GW Policy for Separating Recreational from Medical Operations_Salisbury.pdf	pdf	5cf0625041a4321320f26da2	05/30/2019
Restricting Access to age 21 and older	GW Policy for Limiting Access to Age 21 and Older_Salisbury.pdf	pdf	5cf062ec33099617d79439b3	05/30/2019
Security plan	GW Security Plan_Salisbury.pdf	pdf	5cf0656933099617d79439b7	05/30/2019
Prevention of diversion	GW Prevention of Diversion Policy and Procedure_Salisbury.pdf	pdf	5cf065f8722cea17c125f550	05/30/2019
Storage of marijuana	GW Storage SOP_Salisbury.pdf	pdf	5cf06684c70e2b132b313b74	05/30/2019
Transportation of marijuana	GW Policy and Procedure for the Transportation of Marijuana_Salisbury.pdf	pdf	5cf06728748dc71348c37061	05/30/2019
Inventory procedures	Inventory and Tracking SOP_Salisbury.pdf	pdf	5cf0685069291617ba85eb00	05/30/2019
Quality control and testing	Quality Control and Testing SOP_Salisbury.pdf	pdf	5cf06ad3acc50017edd60f53	05/30/2019
Dispensing procedures	GW Dispensing Procedure_Salisbury.pdf	pdf	5cf06b4013edb917cc1fbc89	05/30/2019
Personnel policies including background checks	GW Personnel Policies_including Background Checks_Salisbury.pdf	pdf	5cf06b94acc50017edd60f57	05/30/2019
Record Keeping procedures	GW Record Keeping Procedure_Salisbury.pdf	pdf	5cf06be564ca8317f4fc9cea	05/30/2019
Maintaining of financial records	Maintenance of Financial Records SOP_Salisbury.pdf	pdf	5cf06c441dae681319ce8c8e	05/30/2019
Qualifications and training	GW Qualifications and Trainnig SOP_Salisbury.pdf	pdf	5cf06cd3748dc71348c3706a	05/30/2019
Energy Compliance Plan	GW Energy Compliance Plan.pdf	pdf	60e357f7629ad9037af1e640	07/05/2021

Diversity plan	GW Diversity Plan_V4.1.pdf	pdf	62a800a35871d100088cb3eb	06/13/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	GW MJ Retailer Specific Requirements.pdf	pdf	644691bd0509d60009877dd7	04/24/2023

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	GW MJ Retailer Specific Requirements.pdf	pdf	644691c00509d60009877deb	04/24/2023

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 Agree

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: GOAL 1 - We hope to have at least 40% of our employees meet the criteria of the Program Populations that are outlined above.

As of submission date, Campfire Cannabis has met this goal with 43% of employees falling into the program population criteria.

Progress or Success Goal 2

Description of Progress or Success: GOAL 2 - Our goal is to have at least 30% of our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

As of submission date, Campfire Cannabis is currently working with 18 Marijuana Establishments that are located in areas of disproportionate impact, this accounts for 4% of Campfire Cannabis' total vendors. As more DIA licensees come into the market, Campfire Cannabis will prioritize business relations with these vendors.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: GOAL 1 - Our goal is to have the following workforce demographic:

• 50% Female;

• 25-30% People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people;

• 5-10% Veteran;

• 5-10% Persons with a disability; and

• 5-10% Persons who are LBGTQ+

As of submission date, Campfire Cannabis' employment demographics are as follows:

• 29% Female

• 28% People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people

• 0% Veterans

• 0% People with Disabilities

• 50% Persons who are LBGTQ+

Diversity Progress or Success 2

Description of Progress or Success: GOAL 2 - Our goal is to have at least 30% of our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

As of submission date, Campfire Cannabis is currently working with 10 Marijuana Establishments that are identified as Disadvantaged Business Enterprises (DBE), minority-owned (MBE), women owned (WBE), veteran owned (VBE), LGBTQ+-owned. As more SE/DBE licensees come into the market, Campfire Cannabis will prioritize business relations with these vendors.

Diversity Progress or Success 3

Description of Progress or Success: GOAL 3 - Make the Ganesh Wellness workplace a safe, accepting, respectful, welcoming, comfortable, and supportive place to work.

As of submission date, the average rating amongst employees is 8.9/10

HOURS OF OPERATION

Monday From: 10:00 AM	**Monday To:** 9:00 PM
Tuesday From: 10:00 AM	**Tuesday To:** 9:00 PM
Wednesday From: 10:00 AM	**Wednesday To:** 9:00 PM
Thursday From: 10:00 AM	**Thursday To:** 9:00 PM
Friday From: 10:00 AM	**Friday To:** 9:00 PM
Saturday From: 10:00 AM	**Saturday To:** 9:00 PM
Sunday From: 11:00 AM	**Sunday To:** 6:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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, Neel Patel, (*insert name*) attest as an authorized representative of Ganesh Wellness, 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 Thursday, May 23, 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 Monday, May 13, 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 Monday, May 13, 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 Friday, May 10, 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*).

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

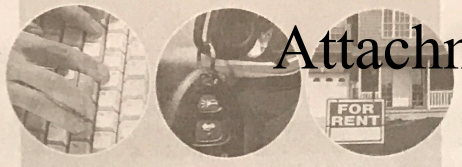
5. Information was presented at the community outreach meeting including:
    a. The type(s) of Marijuana Establishment to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the Marijuana Establishment 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.

Initials of Attester: NP

Attachment A

REACH MORE THAN 350,000 READERS.



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FAX: 978.685.1588

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line ad publication deadlines:

dailies:
The Eagle-Tribune, Gloucester Daily Times,
The Salem News, Daily News of Newburyport
Monday.....5pm Friday
Tuesday-Saturday.....5pm day prior
Sunday paper.....5pm Friday (auto only)
Sunday paper.....5pm Friday

weeklies:
Carriage Towne News: 12pm Friday
Andover Townsman, Derry News &
Haverhill Gazette: 5pm Tuesday

Cancellation/change deadlines:
same as publication deadlines

JOB WANTED

Ads In This Classification Are
WORK WANTED
NOT HELP WANTED

MEDICAL

ATTENTION CAREGIVERS!
If you are a PCA, CNA, Nurse or offer personal care services please go to the business and service directory and check out the category for Adult Care. Your services are needed!

IMMEDIATE OPENING!
IF YOU ARE LOOKING FOR A POSITION AS A CARE GIVER PLEASE CHECK OUT THE **ADULT CARE** SECTION IN THE BUSINESS AND SERVICE DIRECTORY. PEOPLE LOOKING FOR **PCAS, HEALTH AIDES, CNAS** HAVE ADS RUNNING AND COULD USE YOUR HELP

TRADES/INDUSTRIAL

COME JOIN OUR TEAM!
FRESH VALLEY FOODS OF HAVERHILL MA
HAS A FULL TIME POSITION

Production Line Maintenance Mechanic

Local food processor seeks full time Production Line Maintenance Mechanic. Duties include repairs to food processing equipment, preventative maintenance and general plant maintenance duties. Electrical and Welding knowledge a plus.

Send resumes to jgangi@gmail.com or weaverkyle@gmail.com

GORTON'S

Gorton's, America's leader in frozen seafood, where every employee makes a difference, is currently seeking applicants for

3rd shift (10pm - 6am) line seafood processing positions
at our Gloucester, MA processing facility.

Qualifications:
Minimum of a high school diploma or GED
Prior work experience in a line processing or distribution processing facility.
General PC skills
Well-developed interpersonal skills
Self-starter with a positive can do attitude
Ability to lift 60 lbs repeatedly
Ability to work overtime including weekend work

Compensation & Benefits:
$17.56 / hr with step increases
Medical, dental, life insurance, vision
Pension & 401K
Generous vacation & holiday package
How to apply:
www.gortons.com/careers

Munters
Your Perfect Climate

Munters Corporation
in Amesbury
is looking for

MACHINE OPERATORS

Starting pay $15-18/hr

Direct hire with full benefit package.

Munters.com/Careers

EEO- M/F/V/D

FIREWOOD FOR SALE

ADS in this category
If the ad shows a price it must show it by cu. ft.
Half a cord is 64 cu. ft. and a cord is 128 cu. ft.

FREE ITEMS

ALL FREE: Dog house, crates, aquariums, entertainment center, some furniture, Christmas stuff, treadmill, TVs (not flatscreen), Wilmington MA. Call Pat 978-203-0073, no text please.

FREE PIANO
1972, white
Call 978-530-3914

TWO FREE TEMPURPEDIC BEDS Moving! Two LIKE NEW Tempurpedic FULL beds. Free!!!! First come - first served. Call 978.764.2928

FUEL

↓↓↓↓↓↓
ATTENTION FUEL CONSUMERS:
All ads in this classification run in our 10 paper "Classified Connection" that covers the North Shore, Merrimack Valley and Southern New Hampshire.
Ads appearing in this section may or may not deliver to this entire market.
Prices may reflect a "Local" delivery area only and may be higher for an extended delivery area.
↑↑↑↑↑↑

John's Oil
Home heating oil. Dyed Red Off Road Diesel available. Fuel Assistance Welcome
www.johnsoil.com
978-777-4205

FURNITURE

Loveseat Sleeper (Charcoal) new, excellent for small space $275 ❖ Very nice media cabinet stores many DVD's, VHS tapes, or paperbacks $75 80 Call (978) 535-1636 after 12 noon

HOUSEHOLD GOODS

AMANA ELECTRIC DRYER
runs good $75.
Call (978) 764-1423

MOVING SALE - Lots of high-end furniture and household goods, picture frames, art, clothing, wool rugs, tools etc. Call 978-399-4493, Salem NH, or email, mpah@comcast.net

REFRIGERATOR - Full size Kenmore fridge, bottom freezer with ice maker. White, fingerprint -resistant finish.

Very clean. No broken or missing parts. Very good condition. $350. 603-216-5050

MISC ITEMS WANTED

Military Items Wanted
NAME YOUR PRICE - Most Countries, Rev War through Vietnam. Call Peter (781)531-1718 or (508)404-0352 leave msg

MR. BASEBALL
BUYING SPORTS CARDS
AND MEMORABILIA. Call 203-767-2407

NHL GIFTCARD
$300 value, Selling for $225
Call 603-845-6125

WANTED: SPORTS CARD COLLECTIONS AND ALL SPORTS MEMORABILIA, all years. Call (978) 857-3005

MISC MERCHANDISE

BARIATRIC ROLLATOR WALKER
Weight capacity 500 pounds.
Only used once like brand new. Asking $100.
Call (978) 241-0064

Decoupage Prints
All size pieces of wood & domes $50.00
Call (978) 686-4883

HAND TOOLS WANTED
Stanley planes-chisels-adzes-axes-calipers-clamps-machinists-mechanics-useful tools etc. All Trades. Shop Lots. 1-888-405-2007.

HOT TUB
6 person, 2019 Model. 35 jets. Ozonator, full foam insulation. LED lights, waterfall, cover and 24 mo. warranty. Cost $7500, sell $3900. Can deliver. 603-235-5218

LAWN MOWERS: Craftsman elec. lawn mower w/bag 21" cut. $150 Craftsmen push with bag $125. Husqvarna 21" cut with bag $150
All recently serviced Call (508) 451-0515

MUST SELL - GE under counter microwave white $50. GE white electric stove $100 or best offer. 3 Air-conditioners $25 each.
Call (978) 228-9543

NORDIC 5 FOOT ROUND HOT TUB with new cover. In very good condition. Must pickup. Asking $600 or best offer. Call (978) 475-7270

SEARS PROFESSIONAL 27 GALLON AIR COMPRESSOR. Brand new in box, never opened. $500. Call (603) 818-6500

STAIRLIFT
ACORN SUPERGLIDE 130 STRAIGHT STAIRLIFT
Like new, used only 5 months. Paid $3200.
Will sell for $1600. Call 978-283-4041

WANTED TO BUY - Porcelain signs, gas pumps, air meters, automotive & gas station related items. 1920's to 1960's. CASH paid will come to you. Call Mark (978) 420-9144

WARNING
If you get an email or cashiers check for more then the asking price for your pet, vehicle or merchandise asking you to refund the difference it is likely a scam. Seller Beware!

The Daily News

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Call customer service for more details at
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The Daily News

PUBLIC NOTICES FOR YOUR COMMUNITY

Take notice, they could affect you!

PUBLIC NOTICES

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by David Lebrun and Christina Lebrun to Mortgage Electronic Registration Systems, Inc., as nominee for Evolve Bank & Trust, a Arkansas Banking Corporation, its successors and assigns, dated September 18, 2012 and recorded with the Essex County (Southern District) Registry of Deeds at Book 31730, Page 413, subsequently assigned to JPMorgan Chase Bank, National Association by Mortgage Electronic Registration Systems, Inc., as nominee for Evolve Bank & Trust, its successors and assigns by assignment recorded in said Essex County (Southern District) Registry of Deeds at Book 33599, Page 285 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 3:00 PM on May 20, 2019 at 119 Market Street, Amesbury, MA, all and singular the premises described in said Mortgage, to wit:

The land in said Amesbury, together with the buildings thereon, situated on the Easterly side of Market Street, containing about 8,800 square feet, and bounded and described as follows: Beginning at the Westerly corner thereof at an iron bound at Market Street and land of Martel, thence running Northerly by said Market Street, sixty-six (66) feet to an iron bound at land of Greene; thence running Southeasterly by said land of Greene on hundred six and two tenths (106.2) feet to an iron bound at land of McDonald; thence running again Southeasterly by said land of McDonald fifty-six and five tenths (56.5) feet to an iron bound at land of Rogers; thence running Northwesterly by said land of Rogers, twenty-three and five tenths (23.5) feet to an iron bound; thence running Southwesterly by said land of Rogers forty-eight and five tenths (48.5) feet to land of Martel; thence running Northwesterly by said Martel land, ninety-nine and six tenths (99.6) feet to an iron bound at Market Street and the point of beginning. Being a portion of the premises conveyed in deed recorded in Book 23545 Page 349

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS ($5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's

PUBLIC NOTICES

COMMUNITY OUTREACH MEETING

Notice is hereby given that Ganesh Wellness Inc. will be holding a Community Outreach Meeting for a proposed Marijuana Establishment, which is scheduled for Thursday, May 23, 2019, at 6:00 PM at Salisbury Public Library located at 17 Elm Street, Salisbury, MA 01952 in The First Floor Meeting Room. The proposed Retail Dispensary Marijuana Establishment is anticipated to be located at 238 Lafayette Road, Salisbury, MA 01952. There will be an opportunity for the public to ask questions.

NT – 5/13/19

WEST NEWBURY CONSERVATION COMMISSION

In accordance with Massachusetts General Laws, Chapter 131 Section 40 and 40A, the Wetlands Protection Act, notice is hereby given that the West Newbury Conservation Commission will hold a public hearing at the Town Office Building on **Monday, May 20, 2019.** The meeting begins at 7:30pm. Said hearing is relative to a Request for Determination of Applicability filed by Ted Ammon for repaving a driveway and retaining wall at **101 River Rd.** The proposed work will occur in the buffer zone to a bordering vegetated wetland and riverfront.

Jay B. Smith
Conservation Agent
West Newbury, Mass.

NT – 5/13/19

TOWN OF NEWBURY NOTICE OF INTENT

Notice is hereby given that the Newbury Conservation Commission has on file a Notice of Intent in

PUBLIC NOTICES

TOWN OF NEWBURY NOTICE OF INTENT

Notice is hereby given that the Newbury Conservation Commission has on file a Notice of Intent in accordance with the provisions of Massachusetts General Law, Chapter 131, Section 40, the Wetlands Act and the Newbury Wetlands Bylaw from Joseph and Donna Wadland to install a 160 sq. ft. shed at 64 Southern Blvd.

A public hearing will be held on Tuesday May 21, 2019 at 7:00 p.m. at the Newbury Town Hall, 12 Kent Way, Municipal Hearing Room at which time all interested parties will be heard.

Jennifer Goodwin
Conservation Commission

NT – 5/13/19

CITY OF NEWBURYPORT NOTICE OF A PUBLIC HEARING

In accordance with MGL Chapter 131, Section 40, notice is hereby given of a public hearing on a Notice of Intent filed by Kevin Martin for the property located at 5 65th Street in an area subject to the Wetlands Protection Act or the Newburyport Wetlands Ordinance. The application is for the following request: deck addition to front of house and upgrade of rear decks. The hearing will be held on 05/21/19 at 7:00 pm in the Board Room of the Senior Community Center, 331 High Street, at which time all interested parties will be heard. File information is available at the Planning Office, 60 Pleasant Street, Newburyport, MA.

Newburyport Conservation Commission
Joe Teixeira, Chair

PUBLIC NOTICES

TOWN OF NEWBURY NOTICE OF INTENT

Notice is hereby given that the Newbury Conservation Commission has on file a Notice of Intent in accordance with the provisions of Massachusetts General Law, Chapter 131, Section 40, the Wetlands Act and the Newbury Wetlands Bylaw from Noel Helwig of 9 Olga Way to delineate and modify an existing driveway consistent with approved plans.

A public hearing will be held on Tuesday May 21, 2019 at 7:00 p.m. at the Newbury Town Hall, 12 Kent Way, Municipal Hearing Room at which time all interested parties will be heard.

Jennifer Goodwin
Conservation Commission

NT – 5/13/19

CITY OF NEWBURYPORT NOTICE OF A PUBLIC HEARING

In accordance with MGL Chapter 131, Section 40, notice is hereby given of a public hearing on a Request for Determination of Applicability filed by Christopher Horan, Port Valley, LLC, for the property located at **10 Ashland Street** in an area subject to the Wetlands Protection Act or the Newburyport Wetlands Ordinance. The application is for the following request: stabilization of minor areas of disturbed soil from renovation work, addition of plantings, construction of new stairway off deck, patio under deck, and landscape wall. The hearing will be held on 05/21/19 at 7:00 pm in the Board Room of the Senior Community Center, 331 High Street, at which time all interested parties will be heard. File information is available at the Planning Office, 60 Pleasant

COMMUNITY OUTREACH MEETING

Notice is hereby given that Ganesh Wellness Inc. will be holding a Community Outreach Meeting for a proposed Marijuana Establishment, which is scheduled for Thursday, May 23, 2019, at 6:00 PM at Salisbury Public Library located at 17 Elm Street, Salisbury, MA 01952 in The First Floor Meeting Room. The proposed Retail Dispensary Marijuana Establishment is anticipated to be located at 238 Lafayette Road, Salisbury, MA 01952. There will be an opportunity for the public to ask questions.

NT – 5/13/19

PROOF

Attachment B

Community Outreach Public Notice

Salisbury Town Manager;
Salisbury Town Clerk;
Salisbury Board of Selectmen; and
Salisbury Planning and Development
5 Beach Road
Salisbury, MA 01952

May 11, 2019

Notice is hereby given that a Community Outreach Meeting for Ganesh Wellness, Inc., a proposed Marijuana Establishment, is scheduled for Thursday, May 23, 2019, at 6:00 PM at the Salisbury Public Library located at 17 Elm Street, Salisbury, MA 01952 in The First Floor Meeting Room. Ganesh Wellness Inc. is proposing to locate a Marijuana Retail facility at 238 Lafayette Road, Salisbury, MA 01952.

For more information regarding Marijuana License types please visit
http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf

There will be an opportunity for the public to ask questions.

Thank You,

Ganesh Wellness, Inc.

Attachment B

MassCIP | salisbury_community_outreach_p

https://www.salisburyma.gov/sites/salisburyma/files/news/salisbury_community_outreach_public_notice.pdf

Community Outreach Public Notice

Salisbury Town Manager;
Salisbury Town Clerk;
Salisbury Board of Selectmen; and
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For more information regarding Marijuana License types please visit
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There will be an opportunity for the public to ask questions.

Thank You,

Ganesh Wellness, Inc.

Attachment C

Community Outreach Public Notice

Dear Abutter,

May 11, 2019

Notice is hereby given that a Community Outreach Meeting for Ganesh Wellness, Inc., a proposed Marijuana Establishment, is scheduled for Thursday, May 23, 2019, at 6:00 PM at the Salisbury Public Library located at 17 Elm Street, Salisbury, MA 01952 in The First Floor Meeting Room. Ganesh Wellness Inc. is proposing to locate a Marijuana Retail facility at 238 Lafayette Road, Salisbury, MA 01952.

For more information regarding Marijuana License types please visit http://mass-cannabis-control.com/wp-content/uploads/2018/04/Guidance-License-Types.pdf

There will be an opportunity for the public to ask questions.

Thank You,

Ganesh Wellness, Inc.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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, Neel Patel, (*insert name*) certify as an authorized representative of Ganesh Wellness, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Salisbury, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on Friday, May 17, 2019 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Neil J. Harrington, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Salisbury (*insert name of host community*) to certify that the applicant and Town of Salisbury (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on MAY 13, 2019 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

Plan to Remain Compliant with Local Zoning

Application # MRN282740

Purpose

The purpose of this plan is to outline how Ganesh Wellness, Inc. will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 238 Lafayette road in Salisbury, which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

In May of 2018 the Town of Salisbury enacted a Zoning Bylaw that established zoning restrictions for Adult-Marijuana Establishments.

Under Article XXIIIA of the Zoning Bylaw eligible zones for adult use Retail Marijuana Establishments may be allowed by Special Permit issued by the Planning Board in the Recreational Marijuana Overlay District ("RMOD"). Additionally, Marijuana Establishments may not be located within 500 feet of a:

a) School, including a public or private elementary, vocational, or secondary school or a public or private college, junior college, or university;
b) Video arcade facility;
c) State-licensed childcare facility;
d) Library, playground, public park, public beach, youth center; and/or
e) Similar facility in which minors commonly congregate

Our location at 238 Lafayette Road is located in the RMOD and is compliant with all required setbacks. Ganesh Wellness has an executed Host Community Agreement with the Town.

The Town of Salisbury does not have any licensing requirements for Marijuana Establishments.

Plan:

Ganesh Wellness, Inc. is currently fully compliant with all of the requirements outlined in the Bylaw as well as all special permit requirements.

It is the intention of Ganesh Wellness to remain compliant with all relevant local codes, ordinances and applicable to a Marijuana Retail Establishment.

In addition to Ganesh Wellness, Inc. remaining compliant with the existing Salisbury Zoning Bylaw, our executive management team will continually engage with the Town of Salisbury to remain up to date with local codes zoning ordinances and by-laws, to remain fully compliant.

zelwell ac3llc.org

From: Ganesh Wellness, Inc. <ganeshwellnessinc@gmail.com>
Sent: Monday, April 24, 2023 11:39 AM
To: Neil Harrington
Subject: Ganesh Wellness, Inc CCC Renewal Application: Request for Records

Neil,

As a requirement for our license renewal, Ganesh Wellness, Inc. is compelled by MA regulations to seek the costs the Town of Salisbury has incurred or anticipates incurring as a result of our cannabis business reasonably related to the operation of the establishment. If you could provide acknowledgment of such actual or anticipated costs, it is deeply appreciated so we can complete the renewal submission. I reference the Section of Commonwealth GL that allows for the imposition of HCA fees below:

"A marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 percent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years. Any cost to a city or town imposed by the operation of a marijuana establishment or medical marijuana treatment center shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4."

Please provide documentation of these costs, or if no costs have been incurred by the Town of Salisbury, please indicate this in your response.

Regards,

Anand

%

Anand H. Patel%

Ganesh Wellness, Inc%

m. 516.776.2305
e. ganeshwellnessinc@gmail.com

zelwell ac3llc.org

From: Ganesh Wellness, Inc. <ganeshwellnessinc@gmail.com>
Sent: Monday, April 24, 2023 8:51 PM
To: zelwell ac3llc.org; Ganesh Wellness; steve ac3llc.org
Subject: Fwd: (External)Ganesh Wellness, Inc CCC Renewal Application: Request for Records

%

Anand H. Patel%

Ganesh Wellness, Inc%

m. 516.776.2305
e. ganeshwellnessinc@gmail.com

---------- Forwarded message ---------
From: **Neil Harrington** <nharrington@salisburyma.gov>
Date: Mon, Apr 24, 2023 at 8:21 PM
Subject: RE: (External)Ganesh Wellness, Inc CCC Renewal Application: Request for Records
To: Ganesh Wellness, Inc. <ganeshwellnessinc@gmail.com>

Hello Anand,

I would be happy to submit a letter. I believe the letter needs to mention a specific time frame during which the Town needs to certify costs it has incurred as a result of your cannabis business. Since you are not open yet, the answer will be "no costs." However, please identify a time frame for me to include in the letter.

Regards,

Neil H.

From: Ganesh Wellness, Inc. <ganeshwellnessinc@gmail.com>
Sent: Monday, April 24, 2023 11:39 AM
To: Neil Harrington <nharrington@salisburyma.gov>
Subject: (External)Ganesh Wellness, Inc CCC Renewal Application: Request for Records

Neil,

As a requirement for our license renewal, Ganesh Wellness, Inc. is compelled by MA regulations to seek the costs the Town of Salisbury has incurred or anticipates incurring as a result of our cannabis business reasonably related to the operation of the establishment. If you could provide acknowledgment of such actual or anticipated costs, it is deeply appreciated so we can complete the renewal submission. I reference the Section of Commonwealth GL that allows for the imposition of HCA fees below:

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Please provide documentation of these costs, or if no costs have been incurred by the Town of Salisbury, please indicate this in your response.

Regards,

Anand

Anand H. Patel

Ganesh Wellness, Inc

m. 516.776.2305

e. ganeshwellnessinc@gmail.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Plan to Positively Impact Areas of Disproportionate Impact

Ganesh Wellness, Inc. is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment preferences, donations, and the use of suppliers, contractors and other partners.

Ganesh Wellness 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 the Ganesh Wellness will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

The Cities of Worcester and Haverhill are "Areas of Disproportionate Impact" closest to our proposed establishments. It is our plan to engage employees, suppliers, contractors and other partners from these areas along with individuals and companies identified below in our Program Populations.

Plan for Positive Impact Populations ("Program Populations"):

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, specifically Worcester and Haverhill.
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.

EMPLOYMENT PROGRAM-

Goals- Our goal for the Employment Program is to provide access to the legal marijuana industry to those populations that have been negatively affected by marijuana prohibition through employment with our company. We hope to have at least 40% of our employees meet the criteria of the Program Populations that are outlined above.

Program- Our employment program will target our Program Populations with employment offers and will give hiring preference to these individuals.

1. Ganesh Wellness will give hiring preference to individuals who meet the Program Populations that are outlined above.
2. Ganesh Wellness will engage with The MassHire Worcester Career Center at 340 Main street, Suite 400, Worcester, MA and MassHire Merrimack Valley Career Center - Haverhill at 671 Kenoza Street, Haverhill, MA 01830 which are both Massachusetts One Stop Career Centers that serve Worcester and Haverhill. Ganesh Wellness will post all job posing through this organization and will engage in job fairs and other services that are offered.
    a. Approximately 60 days prior to our anticipated opening date for each of our marijuana establishments we will hold our first job fairs.
    b. Subsequent job fairs will be held as needed.
3. All job postings will also be posted in the through the Worcester Telegram and the Eagle Tribune
    a. All job postings will promote our priority hiring policy for individuals who meet the Program Populations outlined above.
4. Ganesh Wellness has also engaged that services of Will and Way Total Cannabis Solutions. Will and Way have experience in human resource management for the cannabis industry and they will assist us in developing our hiring process to target individuals who meet the Program Populations identified above.

Measurements- We will measure the success of the Employment Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. One year from our receipt of Provisional License and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of job applicants that meet the Program Population criteria;
3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

---

SUPPLIER, CONTRACTOR and PARTNER PROGRAM-

Goals- Our goals is to enhance access to the marijuana industry for the suppliers, contractors and Marijuana Establishments that have been negatively affected by marijuana prohibition. Our goal is to have at least 30% of our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

Program- This program is aimed at providing a positive impact to individuals or companies whose owners or employees meet the Program Populations outlined above, by engaging with these companies as

suppliers, contractors and industry partners. Once Provisionally Licensed, Ganesh Wellness will implement this program, starting with the construction of our marijuana establishments.

1. Ganesh Wellness will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Commission-designated Economic Empowerment Priority applicants when sourcing wholesale products.

Measurement- We will measure the success of the Supplier, Contractor and Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. One year from our receipt of Provisional License and annually thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Commission-designated Economic Empowerment Priority applicants that we have contracted with as our wholesale partners; and
5. The number and percentage of Commission-designated Economic Empowerment Priority applicants that we have engaged with that did not result in a wholesale agreement and the reasons why.

One year from our receipt of Provisional License and annually thereafter, Ganesh Wellness will conduct a comprehensive written evaluation of the programs outlined above. The purpose of the evaluation will be to measure the goals or that are outlined in this Plan. This written evaluation will be available to the Commission for review during the License renewal process.

BYLAWS

OF

GANESH WELLNESS, INC.

BYLAWS

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ARTICLE I

SHAREHOLDERS

1.1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time to be fixed by the Board of Directors, the Chief Executive Officer or the President and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing Directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting, the Corporation may designate a special meeting as a special meeting in lieu of the annual meeting, and such meeting shall have all of the effect of an annual meeting.

1.2. Special Meetings. Special meetings of the shareholders may be called by the Board of Directors, the Chief Executive Officer or the President, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 per cent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

1.3. Place of Meetings. All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is fixed by the Board of Directors, the Chief Executive Officer or the President and specified in the notice of the meeting, or the meeting is held solely by means of remote communication in accordance with Section 1.12 of these Bylaws.

1.4. Requirement of Notice. A written notice of the date, time and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section 1.4 to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III of these Bylaws.

1.5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular

matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

1.6. Quorum.

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or, to the extent authorized by law, a resolution of the Board of Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter, provided always that less than such a quorum shall have the power to adjourn a meeting of shareholders from time to time. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

1.7. Voting and Proxies.

(a) Except as provided in this Section 1.7(a) or unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. Only shares are entitled to vote, and each fractional share, if any, is entitled to a proportional vote. Absent special circumstances, the shares of the Corporation are not entitled to vote if they are owned, directly or indirectly, by another entity of which the Corporation owns, directly or indirectly, a majority of the voting interests; provided, however, that nothing in these Bylaws shall limit the power of the Corporation to vote any shares held by it, directly or indirectly, in a fiduciary capacity. Unless the Articles of Organization provide otherwise, redeemable shares are not entitled to vote after notice of redemption is given to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders the redemption price upon surrender of the shares.

(b) A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a

proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA, or any successor Section thereto, and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

1.8. Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, the Articles of Organization, these Bylaws or, to the extent authorized by law, a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

1.9. Conduct of Meetings. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of shareholders as it shall deem appropriate, including without limitation such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of shareholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairman of any meeting of shareholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to shareholders, their duly authorized and constituted proxies or attorneys or such other persons as shall be determined; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of shareholders shall not be required to be held in accordance with the rules of parliamentary procedure.

1.10. Action Without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, 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. The action shall be evidenced by one or

more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section 1.10. A consent signed under this Section 1.10 has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III of these Bylaws, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

1.11. Record Date. The Board of Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be (a) the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or (b) in the case of action without a meeting by written consent, the date the first shareholder signs the consent or (c) for purposes of determining shareholders entitled to demand a special meeting of shareholders, the date the first shareholder signs the demand or (d) for purposes of determining shareholders entitled to a distribution, other than one involving a purchase, redemption or other acquisition of the Corporation's shares, the date the Board of Directors authorizes the distribution. A record date fixed under this Section 1.11 may not be more than 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, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

1.12. Meetings by Remote Communication. Unless otherwise provided in the Articles of Organization, if authorized by the Board of Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communication: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the

proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

1.13. Form of Shareholder Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (1) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (2) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

1.14. Shareholder List for Meeting.

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The list of shareholders shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder or his or her agent or attorney is entitled on written demand to inspect and, subject to the requirements of Section 6.2(c) of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the list of shareholders available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

ARTICLE II

DIRECTORS

2.1. 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, its Board of Directors.

2.2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in the Articles of Organization or these Bylaws, the Directors shall be elected by the shareholders at the annual meeting.

2.3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. Notwithstanding the foregoing, if the vacant office was held by a Director elected by a voting group of shareholders, only the holders of shares of that voting group or the Directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

2.4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors.

2.5. Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

2.6. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, the Chairman of the Board or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

2.7. Removal. The shareholders may remove one or more Directors with or without cause, but if a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her. A Director may be removed for

cause by the Directors by vote of a majority of the Directors then in office, but, if a Director is elected by a voting group of shareholders, only the Directors elected by that voting group may participate in the vote to remove him or her. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

2.8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

2.9. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the Chief Executive Officer, the President, the Secretary, any two Directors or one Director in the event that there is only one Director.

2.10. Notice. Special meetings of the Board of Directors must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to Directors shall conform to the requirements of Article III of these Bylaws.

2.11. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

2.12. Quorum. Unless otherwise provided by law, the Articles of Organization or these Bylaws, a quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make an adjournment thereof.

2.13. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Articles of Organization or these Bylaws require the vote of a greater number of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

2.14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.14 is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section 2.14 has the effect of a meeting vote and may be described as such in any document.

2.15. Telephone Conference Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

2.16. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 2.10 through 2.15 of these Bylaws shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors to the extent permitted by law. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 2.18 of these Bylaws.

2.17. Compensation. The Board of Directors may fix the compensation of Directors.

2.18. Standard of Conduct for Directors.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

(1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section 2.18.

2.19. Conflict of Interest.

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section 2.19, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors.

(c) For purposes of clause (1) of subsection (a) of this Section 2.19, a conflict of interest transaction is authorized, approved or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved or ratified under this Section 2.19 by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking action under this Section 2.19. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) of this Section 2.19 if the transaction is otherwise authorized, approved or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a) of this Section 2.19, a conflict of interest transaction is authorized, approved or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection (d). Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b) of this Section 2.19, may not be counted in a vote of shareholders to determine whether to authorize, approve or ratify a conflict of interest transaction under clause (2) of subsection (a) of this Section 2.19. The vote of those shares, however, is counted in determining whether the transaction is approved under other provisions of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section 2.19.

2.20. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section 2.20 shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE

Except as otherwise provided by law, all notices provided for under these Bylaws shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, by the Corporation to any of its shareholders, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission by the Corporation to any of its shareholders, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such

specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c) of this Article III, written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

4.1. Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws, including, but not limited to, a Chairman of the Board, a Vice Chairman of the Board, a Chief Executive Officer and one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

4.2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. The appointment of an officer shall not itself create contract rights.

4.3. Qualification. The same individual may simultaneously hold more than one office in the Corporation. No officer need be a shareholder.

4.4. Tenure. Except as otherwise provided by law, the Articles of Organization or these Bylaws, each officer shall hold office until his or her successor is duly appointed, unless a different term is specified in the vote appointing him or her, or until his or her earlier death, resignation or removal.

4.5. Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending

vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

4.6. Removal. The Board of Directors may remove any officer at any time with or without cause. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

4.7. Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor is duly appointed, or until he or she sooner dies, resigns or is removed.

4.8. Chairman of the Board and Vice Chairman of the Board. The Board of Directors may appoint from its members a Chairman of the Board, who need not be an employee or officer of the Corporation. If the Board of Directors appoints a Chairman of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Directors and, if the Chairman of the Board is also designated as the Corporation's Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 4.9 of these Bylaws. Unless otherwise provided by the Board of Directors, the Chairman of the Board shall preside at all meetings of the Board of Directors and shareholders.

If the Board of Directors appoints a Vice Chairman of the Board, he or she shall, in the event of the absence, inability or refusal to act of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may from time to time be vested in him or her by the Board of Directors.

4.9. President; Chief Executive Officer. Unless the Board of Directors has designated the Chairman of the Board or another person as Chief Executive Officer, the President shall be the Chief Executive Officer. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation, subject to the direction of the Board of Directors. The President shall perform such other duties and shall have such other powers as the Board of Directors or the Chief Executive Officer (if the President is not the Chief Executive Officer) may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer or the President (if the President is not the Chief Executive Officer), the Vice President (or, if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the Chief Executive Officer and, when so performing such duties, shall have all the powers of and be subject to all the restrictions upon, the Chief Executive Officer.

4.10. Vice Presidents. Any Vice President shall perform such duties and shall possess such powers as the Board of Directors, the Chief Executive Officer or the President may from time to time prescribe. The Board of Directors may assign to any Vice President the title Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

4.11. Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board of Directors, the Chief Executive Officer or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories, to disburse such funds as ordered by the Board of Directors, the Chief Executive Officer or the President, to make proper accounts of such funds, and to render as required by the Board of Directors, the Chief Executive Officer or the President statements of all such transactions and of the financial condition of the Corporation.

Any Assistant Treasurer shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

4.12. Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall possess such powers as the Board of Directors, the Chief Executive Officer or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and shall have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of shareholders and Directors, to attend all meetings of shareholders and Directors, to prepare minutes of the meetings of shareholders and Directors, to authenticate the records of the Corporation, to maintain a stock ledger and prepare lists of shareholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of shareholders or Directors, the person presiding at the meeting shall designate a temporary secretary to prepare the minutes of the meeting.

4.13. Salaries. Officers of the Corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

4.14. Standard of Conduct for Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented

by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section 4.14.

ARTICLE V

PROVISIONS RELATING TO SHARES

5.1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

5.2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. Every certificate for shares of stock that are subject to any restriction on the transfer or registration of transfer of such shares pursuant to the Articles of Organization, these Bylaws, an agreement among shareholders or an agreement among shareholders and the Corporation, shall have conspicuously noted on the front or back of such certificate the existence of such restrictions. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the Chief Executive Officer, the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, or any two officers designated by the Board of Directors, and may bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

5.3. Uncertificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The

authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

5.4. Transfers; Record and Beneficial Owners. Subject to the restrictions, if any, stated or noted on the stock certificates, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the Corporation or its transfer agent may reasonably require. The Corporation shall be entitled to treat the record holder of shares as shown on its books as the owner of such shares for all purposes, including the payment of dividends and other distributions and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such shares until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws. Notwithstanding anything to the contrary herein, to the extent the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the Corporation shall be entitled to treat the beneficial owner of shares as the shareholder to the extent of the rights granted by a nominee certificate on file with the Corporation.

5.5. Replacement of Certificates. The Board of Directors may, subject to applicable law, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VI

CORPORATE RECORDS

6.1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

(1) its Articles or Restated Articles of Organization and all amendments to them currently in effect;

(2) its Bylaws or Restated Bylaws and all amendments to them currently in effect;

(3) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;

(4) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;

(5) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA, or any successor Section thereto, for the past three years;

(6) a list of the names and business addresses of its current Directors and officers; and

(7) its most recent annual report delivered to the Massachusetts Secretary of State.

6.2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 6.1(b) of these Bylaws, copies of any of the records of the Corporation described in said Section 6.1(b) if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) of this Section 6.2 and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 6.2;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 6.1(a) of these Bylaws.

(c) A shareholder may inspect and copy the records described in subsection (b) of this Section 6.2 only if:

(1) his or her demand is made in good faith and for a proper purpose;

(2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(3) the records are directly connected with his or her purpose; and

(4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

(d) For purposes of this Section 6.2, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

6.3. Scope of Inspection Right.

(a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 6.2 of these Bylaws by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation, including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense with a shareholder's demand to inspect the record of shareholders under clause (3) of subsection (b) of Section 6.2 of these Bylaws by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

6.4. Inspection of Records by Directors. A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

ARTICLE VII

INDEMNIFICATION

7.1. Definitions. In this Article VII the following words shall have the following meanings unless the context requires otherwise:

"Corporation" includes any domestic or foreign predecessor entity of the Corporation in a merger.

"Director" or "officer" is an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director" is a Director who, at the time of a vote or selection referred to in Section 7.4 of these Bylaws, is not (a) a party to the proceeding, or (b) an individual having a familial, financial, professional or employment relationship with the Director or officer whose standard of conduct is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses" includes, without limitation, attorneys' fees, retainers, court costs, transcript costs, fees and expenses of experts, travel expenses, duplicating costs, printing and binding costs, telephone and telecopy charges, postage, delivery service fees and other disbursements or expenses of the type customarily incurred in connection with a proceeding, but shall not include the amount of judgments, fines or penalties against a Director or officer or amounts paid in settlement in connection with such matters.

"Liability" is the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan) or reasonable expenses incurred with respect to a proceeding.

"Party" is an individual who was, is or is threatened to be made, a defendant or respondent in a proceeding.

"Proceeding" is any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal.

7.2. Indemnification of Directors and Officers.

(a) Subject to Sections 7.4 and 7.5 of these Bylaws and except as otherwise provided in this Section 7.2, the Corporation shall, to the fullest extent permitted by law (as such

may be amended from time to time), indemnify an individual in connection with any proceeding as to which such individual is, was or is threatened to be made a party by reason of such individual's status as a Director or officer. In furtherance of the foregoing and without limiting the generality thereof:

(i) the Corporation shall indemnify an individual who is a party to a proceeding because he or she is a Director against liability incurred in the proceeding if: (A) (1) he or she conducted himself or herself in good faith; and (2) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (3) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (B) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section;

(ii) the Corporation shall indemnify an individual who is a party to a proceeding because he or she is an officer (but not a Director) against liability incurred in the proceeding, except for liability arising out of acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; provided, however, that the standard of conduct set forth in this clause (ii) shall apply to a Director who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer; and

(iii) notwithstanding any other provision of this Article VII, the Corporation shall indemnify a Director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a Director or officer against reasonable expenses incurred by him or her in connection with the proceeding.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section 7.2.

(d) Unless ordered by a court of competent jurisdiction, the Corporation may not indemnify a Director or officer under this Section 7.2 if his or her conduct did not satisfy the relevant standards set forth in this Section 7.2.

(e) Notwithstanding anything to the contrary in this Article VII, except as required by law:

(i) the Corporation shall not indemnify a Director or officer in connection with a proceeding (or part thereof) initiated by such Director or officer unless the initiation thereof was approved by the Board of Directors; and

(ii) the Corporation shall not be required to make an indemnification payment to a Director or officer to the extent such Director or officer has otherwise actually received such payment under any insurance policy, agreement or otherwise, and in the event the Corporation makes any indemnification payments to such Director or officer and such Director or officer is subsequently reimbursed from the proceeds of insurance, such Director or officer shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

7.3. Advance for Expenses. The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 7.2 of these Bylaws or, if he or she is a Director and is a party to a proceeding because he or she is a Director, that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 7.4 of these Bylaws or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 7.2 of these Bylaws.

Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

7.4. Procedures for Indemnification; Determination of Indemnification.

(a) In order to obtain indemnification or advancement of expenses pursuant to this Article VII, a Director or officer shall submit to the Corporation a written request, including in such request such documentation and information as is reasonably available to such Director or officer and is reasonably necessary to determine whether and to what extent such Director or officer is entitled to indemnification or advancement of expenses. After receipt of such written request, the Corporation shall consider in good faith whether such Director or officer is entitled to indemnification or advancement of expenses hereunder, subject to the provisions of Section 7.4(b) below.

(b) With respect to requests under Section 7.2 of these Bylaws, no indemnification shall be made unless the Corporation determines that the Director or officer has met the relevant standard of conduct set forth in such Section 7.2. The determination of whether such Director or officer has met the relevant standard of conduct set forth in such Section 7.2, and any determination that expenses that have been advanced pursuant to Section 7.3 of these Bylaws must be subsequently repaid to the Corporation, shall be made in each instance:

(i) if there are two or more Disinterested Directors, by the Board of Directors by a majority vote of all the Disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two or more Disinterested Directors appointed by such a vote;

(ii) by special legal counsel (A) selected in the manner prescribed in clause (i) of this subsection (b); or (B) if there are fewer than two Disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as Disinterested Directors may participate; or

(iii) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a Disinterested Director may not be voted on the determination.

7.5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article VII and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under this Article VII (in addition to any other condition provided in the Articles of Organization, these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified (the "Indemnitee"), must notify the Corporation in writing as soon as practicable of any proceeding involving the Indemnitee for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled (i) to participate therein at its own expense and/or (ii) to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnitee. After notice from the Corporation to the Indemnitee of its election so to assume such defense, the Corporation shall not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with such proceeding, other than as provided below in this subsection (a). The Indemnitee shall have the right to employ his or her own counsel in connection with such proceeding, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the Corporation, (B) counsel to the Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and the Indemnitee in the conduct of the defense of such proceeding or (C) the Corporation shall not in fact have employed counsel to assume the defense of such proceeding, in each of which cases the reasonable fees and expenses of counsel for the Indemnitee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article VII. The Corporation shall not be entitled, without the consent of the Indemnitee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for the Indemnitee shall have reasonably made the conclusion provided for in clause (B) above.

(b) The Corporation shall not be required to indemnify the Indemnitee under this Article VII for any amounts paid in settlement of any proceeding effected without its written consent. The Corporation shall not settle any proceeding in any manner that would impose any

penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Corporation nor the Indemnitee will unreasonably withhold his, her or its consent to any proposed settlement.

7.6. Partial Indemnification. If a Director or officer is entitled under any provision of this Article VII to indemnification by the Corporation for a portion of the liabilities incurred by him or her or on his or her behalf in connection with any proceeding, but not for the total amount thereof, the Corporation shall nevertheless indemnify such Director or officer for the portion of such liabilities to which such Director or officer is entitled.

7.7. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article VII.

7.8. Merger or Consolidation. If the Corporation is merged into or consolidated with another corporation and the Corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the Corporation under this Article VII with respect to any proceeding arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.

7.9. Application of this Article.

(a) This Article VII shall not limit the Corporation's power to (i) pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (ii) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(b) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VII shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(c) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article VII. All rights to indemnification under this Article VII shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(d) If this Article VII or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Director or officer as to any liabilities in connection with a proceeding to the fullest extent

permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE VIII

MISCELLANEOUS

8.1. Fiscal Year. Except as otherwise determined from time to time by the Board of Directors, the fiscal year of the Corporation shall in each year end on December 31.

8.2. Seal. The seal of the Corporation shall, subject to alteration by the Board of Directors, bear the Corporation's name, the word "Massachusetts" and the year of its incorporation.

8.3. Voting of Securities. Except as the Board of Directors may otherwise designate, the Chief Executive Officer, President or Treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for the Corporation (with or without power of substitution) at, any meeting of shareholders of any other corporation or organization, the securities of which may be held by the Corporation.

8.4. Evidence of Authority. A certificate by the Secretary, an Assistant Secretary or a temporary Secretary as to any action taken by the shareholders, Directors, any committee or any officer or representative of the Corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

8.5. Articles of Organization. All references in these Bylaws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the Corporation, as amended and in effect from time to time.

8.6. Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

8.7. Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

ARTICLE IX

AMENDMENTS

9.1. General. The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision

thereof which by virtue of an express provision in the MBCA, the Articles of Organization or these Bylaws, requires action by the shareholders.

9.2. Notice. Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending these Bylaws. Any action taken by the Board of Directors with respect to these Bylaws may be amended or repealed by the shareholders.

9.3. Quorum and Required Vote.

(a) If authorized by the Articles of Organization, a Bylaw amendment adopted by shareholders may provide for a greater or lesser quorum requirement for action by any voting group of shareholders, or for a greater affirmative voting requirement, including additional separate voting groups, than is provided for in the MBCA.

(b) Approval of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(c) A Bylaw dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(d) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if the Board of Directors is authorized to amend these Bylaws.

(e) If the Board of Directors is authorized to amend these Bylaws, approval by the Board of Directors of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of these Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

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

William Francis Galvin
Secretary of the
Commonwealth

October 29, 2019

TO WHOM IT MAY CONCERN:

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

GANESH WELLNESS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 17, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **NEHAR PATEL, NEEL PATEL, ANAND H. PATEL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **NEHAR PATEL, NEEL PATEL, ANAND H. PATEL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NEHAR PATEL, NEEL PATEL, ANAND H. PATEL**

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

William Francis Galvin

Secretary of the Commonwealth

Processed By:sam

Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L2108613696
Notice Date: January 13, 2020
Case ID: 0-000-895-093

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

JENNIFER CRAWFORD
GANESH WELLNESS, INC.
50 CONGRESS STREET OFC SUITE 420
BOSTON MA 02109

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GANESH WELLNESS, 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

D
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

(1) Exact name of other entity: Ganesh Wellness, LLC

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

Ganesh Wellness, Inc.

(3) The plan of entity conversion was duly approved in accordance with the organic law of the other entity.

(4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Ganesh Wellness, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:*

* Professional corporations governed by G.L. Chapter 156A must specify the professional activities of the corporation.

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.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	100,000			

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

The shares of stock of the Corporation are subject to restrictions on transfer as set forth in an agreement between the Corporation and one or more shareholders.

ARTICLE VI

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

See Continuation Statement - Article VI attached hereto.

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

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

CONTINUATION STATEMENT – ARTICLE VI

1. Minimum number of directors. The Board of Directors may consist of one or more individuals, notwithstanding the number of shareholders.

2. Limitation on Liability of Directors. To the extent permitted by applicable law, no director shall be personally liable to the Corporation for breach of fiduciary duty as a director, notwithstanding any law imposing such liability, provided that this provision shall not limit or eliminate such liability of a director for (a) any breach of the director's duty of loyalty to the Corporation or its shareholders, (b) acts or omissions not in good faith or which involve intentional or knowing misconduct or violations of law, (c) improper distributions in violation of § 6.40 of the MBCA, or (d) any transaction for which the director derived an improper personal benefit.

3. Annual Meeting of Shareholders. Any matter may be considered at the annual meeting of shareholders, whether or not such matter was set forth in the notice of the meeting.

4. Amendment of 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 requires action by the shareholders by virtue of an express provision in the MBCA, the Articles of Organization or the Bylaws.

ARTICLE VII

The effective date of organization of the corporation is the date 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:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

a. The street address of the initial registered office of the corporation in the commonwealth:
47 High Street, Suite 432, Medford, MA 02155

b. The name of its initial registered agent at its registered office:
Anand Patel

c. The names and 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):

President: Anand Patel

Treasurer: Nehar Patel

Secretary: Neel Patel

Director(s): Anand Patel; Alpa Patel; Mita Patel

If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.

d. The fiscal year end of the corporation:
12/31

e. A brief description of the type of business in which the corporation intends to engage:
Applying for a license with the Cannabis Control Commission

f. The street address of the principal office of the corporation:
47 High Street, Suite 432, Medford, MA 02155

g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

47 High Street, Suite 432, Medford, MA 02155, which is
(number, street, city or town, state, zip code)

☑ its principal office;

☐ an office of its transfer agent;

☐ an office of its secretary/assistant secretary;

☐ its registered office.

Signed by: _____
(signature of authorized individual)

☐ Chairman of the board of directors,

☑ President,

☐ Other officer,

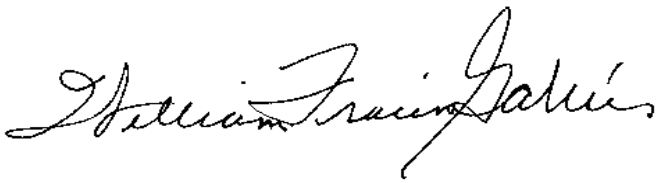
☐ Court-appointed fiduciary,

on this 5th day of March, 2020

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:

March 06, 2020 01:08 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Business Plan

For

Ganesh Wellness, Inc.

Ganeshwellnessinc@gmail.com

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1. Management Team

Chief Executive Officer - Anand Patel

Anand Patel has extensive experience in healthcare and technology. After graduating from Boston University in 2009 with a degree in Biomedical Engineering, he worked for a medical device manufacturer in Boston. Anand returned to school to obtain his Juris Doctorate from Brooklyn Law School (BLS) in 2013. While at Brooklyn Law School, Anand was selected for The Health Law and Policy Fellowship, which is awarded to students who demonstrated outstanding academic and/or professional achievement in health policy and biotechnology. He currently practices as an attorney in the State of New York. In addition to his professional career, Anand plays an active role in running his family's small businesses. Most recently, he oversaw and managed the demolition and rebuild of a family owned gas station.

Chief Operating Officer - Neel Patel

Neel Patel received his Bachelors of Science in Business with a major in Finance from the University of Connecticut, graduating in 2015. During his time at the University of Connecticut, Neel was an active member of the Finance Society and also received certificates in Real Estate Finance and Operations and Information Management. Since graduation, Neel has been managing Newtown Mobil, a family operated gas station in Western Connecticut. He also works closely with Chandrakant and Jaydev in their many businesses, primarily at their newly acquired banquet and catering facility, Villa Bianca.

Director of Marketing - Nehar Patel

Nehar Patel has experience in management and banking. He recently graduated from Bentley University in 2017 with his Bachelors of Science in Economics-Finance receiving high honors. He is currently pursuing a masters in Information Technology with a concentration in Information Security at Bentley University, to be completed by December 2018. Nehar has played a role in multiple academic groups, such as Bentley Investment Group and Service Leaming. Additionally, he was a founder and manager for a food truck business on campus that sold handmade pizza. He also worked in the finance department at Fairfield County Bank as an accounts payable/finance intern working closely with the CFO. Most recently, Nehar has been working closely with Jaydev, Chandrakant, and Neel in managing Villa Blanca.

Director - Alpa Patel

Alpa received her Bachelors of Science in Microbiology and a Minor in Chemistry from Gujarat University, India. She then married Jaydev Patel in 1985 and moved to America in 1986. Once in America, she worked for Watson Pharmaceutical (now known as Actavis Generics) as a Senior Chemist from 1987 until Watson closed the planet and moved to Florida in 2010. Additionally, her and Jaydev had to work different shifts so that they could save money and support their first daughter born in 1987. They continued to save and support the household until they saved enough

money to buy their first house in 1994, and support Jaydev in his first business in 1997. From 2012 to 2014, Alpa worked for Boehringer Ingelheim as a Chemist. Now, Alpa is excited to be of part of this business to help patients receive their deserved care.

Director - Mita Patel

Mita was born in India in the state of Gujarat and received a Bachelor of Science degree specialized in Chemistry from South Gujarat University. Right after graduating, she married Chandrakant Patel and migrated to the United States in 1989. She attended university in Connecticut to get further education while raising two children and working part time as a lab technician at Novo Nordisk Pharmaceutical Company in Danbury, CT. With dedication, hard work and determination, as well as family support, Mita achieved her Bachelor of Science degree with a major in Chemistry from University of Western Connecticut State University in 1994. Since 1994, she has worked full time as a Scientist in the area of formulation for 23 years at
Boehringer lngelheim Pharmaceutical Inc. and recently has been working at Achillion Pharmaceuticals in New Haven with interest in treating of rare diseases. Mita's hard work and family dedication has helped her family start and maintain the businesses they have today.

2. Executive Summary

Ganesh Wellness, Inc. ("Ganesh Wellness") seeks to enter the legal Massachusetts Cannabis Industry by establishing an adult-use cannabis dispensary in Salisbury, Massachusetts that will provide high quality and affordable cannabis to consumers.

Ganesh Wellness plans to operate an adult-use retail dispensary facility at 191 Lafayette Road, in the Town of Salisbury.

The goal of Ganesh Wellness is to provide the best cannabis products available, in a safe, legal and comfortable environment. Ganesh Wellness will conduct the proper due diligence to ensure that all products sold at their facility have been grown and manufactured using only the highest quality assurance standards and have been tested by state approved labs. Ganesh Wellness intends on being an example of how to best operate an adult-use dispensary in the Town of Salisbury.

Ganesh Wellness, Inc. is comprised of a partnership of seven first- and second-generation family members with a long history of running highly regulated businesses and three cannabis industry leaders and experts. This team is focused on being good neighbors in this community as they have done in the past. Currently, Jaydev Patel and Chandrakant Patel have been doing business in Newtown, CT since 1999. A strong relationship with the town has been built with trust and honesty, and is something we take great pride in. Our team will collectively be able to create

a safe and community-driven operation. Ganesh Wellness will provide extensive community outreach, such as hiring local employees, using public feedback, and minimizing any negative impacts to the community.

Ganesh Wellness is well financed and, after vetting by bank executives, has opened an investment and operations accounts with Century Bank. Having accounts with Century Bank will not only ensure the financial capabilities of Ganesh Wellness, but will also ensure that all banking activities meet all State financial regulations and standards. Having these accounts will also allow customers to use debit cards for all their purchases, limiting the amount of cash on site.

Ganesh We11ness looks forward to working with the Town of Salisbury to provide its citizens with high quality product and customer service.

3. Community Interaction

Ganesh Wellness, Inc. strives to build a strong and healthy community relationship where all community members are taken into consideration in every major decision. As a dispensary, our consumers not only deserve the best products and prices but also the best customer service. Ganesh Wellness envisions a place where all customers that enter the store are greeted in a happy, safe, and supportive environment. The professional team members of Ganesh Wellness have various experience in creating strong relationships with diverse communities. One of the keys to a strong relationship is customer service and this group firmly believe in the motto "treat others the way you want to be treated". What this means, is that employees will act the way they would want to be treated if they were to walk into another store as a customer. So, a11 customers will be greeted and treated with respect from this team and its employees. This in return will create a friendly environment and further develop a stronger bond with the community.

Ganesh We11ness believes that in order to create a successful business, the team must also be part of the community. As a way of doing this Ganesh We11ness plans to be involved and take part in various community activities, donate to local charities, and sponsor local organizations. Forming and maintaining a healthy relationship with the community and always keeping the community's interest in mind is and always will be a priority. Ganesh Wellness also sees benefits for other businesses in Salisbury. The retail location will be a destination location bringing in consumers from within a 20-mile radius, helping to drive sales for other local businesses.

3.1. Local Vendors

Ganesh Wellness will give preference to local contractors to design and remodel their facilities in Salisbury. They understand the importance of having a partnership with local vendors and creating a local network. This will not only boost the economy of Salisbury, but also allow Ganesh Wellness to create a strong bond with the community on which we can depend on for support when needed. Some of the types of local businesses that will be used include, but is not limited to, include:

- General Contractor
- Electrician
- Heating & Air Conditioning
- Pavement Specialists
- Plumbing
- Landscaping
- Waste Management

3.2. Hire Local & Diverse Workplace

Ganesh Wellness is dedicated to supporting and interacting with the local communities. As a result, the team plans on hiring qualified local residents for all of our labor needs, building a stronger

relationship with the community. Management will post local hiring ads in local newspapers and other local job boards.

Ganesh Wellness is dedicated to having a diverse workplace including veterans, minority groups, LGBTQ, women, etc. When choosing qualified applicants we will take into consideration these groups in order to support the team's commitment to diversity. Our dispensary location will need approximately 32 full time employees to cover our schedule. We have a large range of executive needs as well as hourly employees.

Each full-time employee will have the following benefits:

- Health Insurance
- Paid Time-Off / Paid Leave
- Paid Volunteer Time
- Educational Reimbursement
- Social Security
- Medicare
- Workers Compensation
- Unemployment Tax
- Retirement

4. Market Analysis & Marketing Mix

4.1. Target Market

The target market for Ganesh Wellness will include a wide range of demographics with the average consumer being around the age of 40. Based off the 2017 IBIS Industry Report, the following can be said:

- Median age: 41.5
- 24% between the ages of 21-30
- 26% between the ages of 31-40
- 23% between the ages of 41-50
- 27% over the age of 50

Ganesh Wellness sees a great opportunity in Salisbury. With an estimated population of 9,326, and roughly 40.1% of the population being between the ages of25 and 54, we estimate that around 1,959 (21%)[1] of the current population will be regular cannabis users. Our location on Lafayette Road will allow easy access for these customers. Furthermore, we expect to attract customers within a 20-mile radius, including towns that have put a moratorium or a ban on retail adult-use

[1]21% of the population are regular marijuana users
https://www.mass.gov/files/documents/2018/06/29/DPH%20Legislative%20Report%20-%20Marijuana%20Baseline%20Health%20Study.pdf

cannabis. This will increase the total target population to 613,000 and create a target market of 128,730 (21%). We estimate that there will be 6-7 stores within this area, leaving Ganesh Wellness a target market of 18,390 customers.

4.2. 4 P's of Marketing (Product, Place, Promotion, Price)

4.2.1. Product

Ganesh Wellness will offer a wide variety of cannabis products to customers who are 21 and over as permitted by Massachusetts law. The team will supplement the cannabis sold at its facilities with a number of related cannabis products and accessories. We plan to use the wide range of our relationships in the cannabis industry to source high quality wholesale products from reputable cultivators and manufacturers in the state. Ganesh Wellness will continue to buy wholesale for specialized products such as different strains of cannabis flower or unique manufactured products including, but not limited to:

- Flower strains
- Concentrates (wax, oil, etc.)
- Edible cannabis products
- Pre-rolled
- Topicals
- Vape Pens

The team is committed to the highest standards of quality, safety, security, professionalism, and integrity available. All wholesale products will only come from vetted companies using the stringent due diligence process. This will ensure that only the safest products grown or manufactured using only the highest standards that have been tested by state approved labs will be available to the customers. In order to provide an extra layer of safety, there will be randomized testing of acquired products. All the products sold at the Ganesh Wellness retail location will be properly packaged and labeled according to state regulations and with accurate descriptions of its respective THC and CBD levels.

For more information on particular products see Price section (pg. 14)

4.2.2. Place

Ganesh Wellness, Inc. has secured a standalone property at 191 Lafayette Road. for its adult-use retail dispensary. This property is approximately 4,424 square feet and will include 8-10 POS stations to meet the demand expected for this retail location.

4.2.3. Promotion

The team understands the positive impact of an online presence. Management plans on building a user-friendly website, accessible on both desktop and mobile devices, that will list the products, prices, hours, location, team members, and other relevant information. Additionally, Ganesh Wellness will take full advantage of online marketing products such as Google Business Page, Google Analytics, Facebook Business Page, etc. With these tools, the team will be able to track and measure their online presence. With Google Analytics, we will be able to see the keywords used to find our website, total amount of people who have viewed our page, people who have requested directions, and other useful metrics/information. We realize that Facebook has a strict no cannabis ad policy, however, we will use Facebook to allow consumers to connect with us directly. We will then be able to send regular updates through Facebook Messenger to inform them of any new product, deal, event, etc. This will allow us to interact with the community, increase our customer retention, and drive a stable sales growth. Additionally, we will use Instagram to promote and market our products with customers who follow us. We will also use direct text and email communication with our customers.

Furthermore, Ganesh Wellness understands the significance of customer retention. As a result, we plan to create a customer loyalty program that will offer different deals and promotions, building a strong relationship with our customers.

4.2.4. Price

Ganesh Wellness will keep a competitive price relative to other dispensaries in Massachusetts. The following is our current estimates for prices for various products at our retail location. The prices may change as the process to open continues. Additionally, prices may vary depending on the type of strain used to create the product.

Product	**Price**
lg	$15
1/8 Ounce	$50
1/4 Ounce	$100
1/2 Ounce	$175
1 Ounce	$300
Kief	$20/g
Bubble Hash	$25/0.5g
Pre-Roll	$15

Mini Pre-Roll	$8
Multi Pre-Roll Pack	$60
Cookies	$10 for 1@ 10mg $25 for 1 @ 50 mg

	$35 for 1 @ 100mg
Chocolate Bar	$10 for 1@ 10mg $25 for 1 @ 50 mg $35 for 1 @ 100mg
Brownies	$10 for 1@ 10mg $25 for 1 @ 50 mg $35 for 1 @ 100mg
Capsules	$5 for 2 @ 10mg each $20 for 10 @ 10mg each $10 for 2 @25mg each
Gummy Squares	$30 for 50 @ 2mg each $35 for 20@ 5 mg each
Battery for Pen	$15
1ml Cartridge	$45
0.5ml Cartridge	$25
Tincture	$58 for 485mg
Shatter	$35 for .5g $65 for lg
Lotion	$30 for 200mg
Grinder	$20
Rolling Paper	$4

4.3. Services

Ganesh Wellness will utilize the services of a testing lab to ensure the products sold are free of harmful contaminants and additives. Ganesh Wellness believes in selling products that meets and exceeds the expectations of its customers. The labs will be able to determine the level of THC in the product as well as test for molds, pests, or pesticides. One of the labs we are considering is CDX Labs, a Massachusetts laboratory that offers analytical testing and consulting services for cannabis. Some of the testing they provide include cannabinoid and terpene profiles, heavy metals/elemental, mycotoxin, microbiology, pesticides, and residual solvents screening, moisture analysis, and DNA profiling. Another company being considered is Massachusetts Cannabis Research Laboratories (MCR Labs). MRC Labs specializes in testing for Massachusetts regulations. For medical cannabis, the Commonwealth of Massachusetts requires four cannabinoids to be screened for: THCA, d9-THC, CBDA, and CBD. In addition to these four, they also screen for CBGA, CBC, CBDV, THCV, CBN, and d8-THC. They take pride in working with various parties to make sure that the product consumed by the patients and users are safe. Ganesh

Wellness, Inc. wants to be partnered with a testing lab that ensures product quality and safety for its customers in order to keep customers coming back, ultimately developing a trusted brand in the community.

4.4. Competitive Analysis

Ganesh Wellness's competition will include but is not limited to the following:

Internal Competition:

- Alternative Therapies Group and any other dispensary approved by Salisbury and the State of Massachusetts
- Other retail dispensaries within a 20-mile radius
- Illicit market

External Competition:

- Pharmaceutical companies creating new drugs to combat diseases faced by medical cannabis patients. This will only affect the medical side our business, if we pursue it. Patients typically only use cannabis if all other treatment has failed or for palliative treatment.

Ganesh Wellness is prepared for competition as the industry continues to grow at a rapid rate. Through our customer service, pricing strategy, product offers, and 40+ years of retail experience we expect to create competitive advantages that will help against competition.

5. SWOT Analysis

Strength	• Well-funded and ready to start once license is acquired. • 40+ years of combined Retail experience in various regulated industries (more information in management profile pg. 3). • Our team has years of experience in the industry ranging from startups, existing businesses, investors, brands, governments, and building business to business relationships. This valuable industry experience will ensure we are compliant with all state and local regulations. • Salisbury property is in a high traffic area. • Operation and investment accounts currently open with Century Bank. • Community and consumer driven, excellent customer service culture • Expected growth rate of this industry is 28.3%. • Market is **in** Quality Growth Stage. • Cannabis is beginning to be viewed more positively.
Weaknesses	• Regulation restricting certain marketing and other promotions. • Current stigma over cannabis (slowly changing).
Opportunities	• To expand into the medical side. • To create more tax revenue for local communities.

Threats	• Cannabis is still a Schedule I drug. • Rapid growth of industry means more competitors will enter. • Pharmaceutical industry will increase competition with Cannabis industry.

6. Operating Plan

The Ganesh Wellness Standard Operating Procedures ("SOP") will be in compliance with and include all the required information from the CCC. Ganesh Wellness has drafted SOP's in conjunction with our strategic partners, who have extensive experience in Massachusetts-compliant SOP's.

These SOP's will include, but are not limited to:

1. Security Systems;
2. Safety and Security;
3. Cash Handling;
4. Point of Sales Transactions;
5. Emergency Plans;
6. Inventories;
7. Seed to Sale Tracking;
8. Diversion Prevention;
9. Responding to Diversion;
10. Recalls;
11. Storage of Product;
12. Packaging and Labeling;
13. Patient Education;
14. Quality Control and Testing;
15. Transportation;
16. Recordkeeping;
17. Employees Conduct;
18. Pricing; and
19. Confidentiality

As many SOPs are dependent on the physical layout, size, community demographics and other possible unknowns, Ganesh Wellness has not developed specific SOP's. Once a property interest is acquired and plan for all operations at these locations, a draft will be developed and specific SOP's will be implemented for each location.

7. Security Plan

The facility security at the Ganesh Wellness Retail Marijuana Establishment in Salisbury incorporates physical security elements, electronic security systems, manned security, and policies, procedures and plans to provide a comprehensive integrated secure environment that will deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the Marijuana Establishment. These security measures have been designed to protect the premises, Ganesh Wellness Agents and the public.

The Ganesh Wellness Management Team and consultants have vast experience in facility security in the legal marijuana industry. Our team has firsthand knowledge of not only the physical security systems, but the policies, procedures and plans that go along with them. This team has helped design and implement dozens of security plans and security policies that have been approved by the Massachusetts Department Health and the Massachusetts Cannabis Control Commission. Our security systems and policies will ensure that the security for each Ganesh Wellness facility is compliant with the regulations and provides superior security for our products, team and the public.

The security plans and systems have been designed and is compliant will all the requirements of 935 CMR 500.000 et. seq. with particular attention to 935 CMR 500.110. Ganesh will partner with a Commercial Security System Contractor during the design phase of each facility. With input and review from the Salisbury Police Department we will implement a state-of-the-art security system that will help protect our facilities, employees and the public.

Ganesh Wellness plans to hire retired Salisbury Police Officers and qualified military veterans for our Security Agent positions. Having qualified Security Agents that have knowledge of the neighborhood the Town and the local residents leads to better safety and security and a better customer experience.

Our full Security Plan is attached to the application.

8. Financial Projections

8.1. Current Financial Standing:

Currently, Ganesh Wellness Inc. has accumulated $3.5 million in investments, all funded from our current management team. With this initial investment Ganesh Wellness is in good financial health and is ready to start to develop our retail as soon as we acquire our licenses and any special permits needed.

8.2. Three Year Projections:

Ganesh Wellness predicts the following:

	Year 1	Year2	Year3
Flower Sales	$12,840,000	$12,780,000	$12,728,000
Concentrates & Marijuana Infused Products (MIP)	$12,840,000	$12,780,000	$12,728,000
Total Revenue	$25,680,000	$25,560,00	$25,456,000
COGS	$5,904,000	$5,904,000	$5,904,000
Other Expenses	$2,235,072	$2,235,072	$2,236,344
Net Profit	$11,384,832	$11,264,832	$11,376,640

FY 2019:
We plan to begin construction for retail operations in Salisbury by Spring of 2020. Our total CAPEX and OPEX is approximately $1,500,000.
Ganesh has secured initial capital commitments of $3.5 million and has the ability to finance the entire project

Plan for Obtaining Liability Insurance

I. Purpose

The purpose of this plan is to outline how Ganesh Wellness has and will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

II. Plan

1. Ganesh Wellness has and will maintain an insurance policy in place that satisfies the requirement under 935 CMR 500.105(10).
    a. Ganesh Wellness has obtained and will 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.
    b. The deductible for each policy is not higher than $5,000 per occurrence.
2. Ganesh Wellness will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

Policy for Separating Recreational from Medical Operations

Application #: MRN282740

Not Applicable

(Ganesh Wellness. is not a Medical Marijuana Treatment Center or existing RMD Applicant)

Policy for Restricting Access to Age 21 and Older

Application #: MRN282740

I. Intent

Ganesh Wellness Product Manufacturing Marijuana Establishment operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

III. Definitions

Consumer means a person who is 21 years of age or older.

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Proof of Identification means a government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in other words, not expired). Ganesh Wellness will only accept the following forms of proof of identification that include all of the above criteria;

1. Massachusetts driver's license
2. Massachusetts Issued ID card
3. Out-of-state driver's license or ID card
4. Government issued Passport
5. U.S. Military I.D.

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

IV. Responsibilities

Ganesh Wellness Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Ganesh Wellness are 21 years of age or older.

V. Access to the Facility

Ganesh Wellness facility located at 238 Lafayette Road in Salisbury allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by Ganesh Wellness for the transportation of Marijuana:

1. Ganesh Wellness Agents (including board members, directors, employees, executives, managers, or volunteers)
    a. While at the facility or transporting marijuana for the facility all Ganesh Wellness Agents must carry their valid Agent Registration Card issued by the Commission
    b. All Ganesh Wellness Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Customers/Consumers (Note: All Agents will be trained in the Verification and Identification of individuals)
    a. To verify a customer is 21 or older a Ganesh Wellness Agent must receive and examine from the customer one of the following authorized government issued ID Cards;
        i. Massachusetts Issued driver's license
        ii. Massachusetts Issued ID card
        iii. Out-of-state driver's license or ID card (with photo)
        iv. Passport
        v. U.S. Military I.D.
    b. To verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by Ganesh Wellness.
    c. In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available of if the ID is questionable the Agent must use the **FLAG** methodology of ID verification
        i. **F**. Feel
            1. Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document)
            2. Feel for information cut-out or pasted on (especially near photo and birth date areas)

3. Feel the texture – most driver's license should feel smooth, or (depending on your State) they will have an identifying texture

ii. **L**. Look

1. Look for the State seals or water marks; these seals are highly visible without any special light.
2. Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
3. Look at the height and weight. They should reasonably match the person.
4. Look at the date of birth and do the math!
5. Compare the age on the ID with the person's apparent age.
6. Look at the expiration date. If the ID has expired, it is not acceptable.
7. If needed, compare the ID to the book of Government Issued ID's

iii. **A**. Ask

1. Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
2. If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

iv. **G**. Give Back

1. If the ID looks genuine, give the ID back to the customer and allow entry.

d. If for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.

3. Visitors (including outside vendors and contractors)

a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age of older.

i. If there is any question as to the visitors age, or of the visitor cannot produce a Government Issued Identification Card, they will not be granted access.

b. After the age of the visitor is verified they will be given a Visitor Identification Badge

c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.

d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.

    i. The visitor log will be available for inspection by the Commission at all times

4. Access to the Commission, Emergency Responders and Law Enforcement.

    a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:

        i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;

        ii. Representatives of other state agencies of the Commonwealth; and

        iii. Emergency responders in the course of responding to an emergency.

        iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

    b. Individuals described above in this policy will be granted immediate access to the facility.

5. Access to Product Manufacturing Areas of the facility will be limited to Ganesh Wellness Agents who have Agent Registrations specific to our Product manufacturing license. Access to these areas will be controlled by the Access Control and Monitoring Systems RFID card controls.

VI. Training

Ganesh Wellness will train all Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

All Ganesh Wellness agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

a. Diversion prevention and prevention of sales to minors;

b. Acceptable forms of identification, including:

    i. How to check identification;

    ii. Spotting false identification;

    iii. Medical registration cards issued by the DPH;

    iv. Provisions for confiscating fraudulent identifications; and

    v. Common mistakes made in verification.

Quality Control and Testing of Marijuana Products Policy and Procedure

Application #: MRN282740

This policy and procedure outlines the Quality Control and Testing of marijuana and marijuana products at our facility. This policy and procedure is compliant with both 935 CMR 500.000 ("the Regulations")

Intent

To provide clear and concise instructions for Ganesh Wellness, Inc. employees who will be involved with product sampling or testing that are in compliance with The Regulations set forth by the State of Massachusetts.

Superb quality control and the testing of marijuana products are essential for the operation of the Ganesh Wellness marijuana establishments. Ganesh Wellness uses best industry practices when it comes to quality control and product testing, furthermore Ganesh Wellness will not produce or sell any marijuana product that is a potentially hazardous food (PHF) or time/temperature control for safety food (TCS food).

I. General Requirements

Quality Control- Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with the Regulations, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments,* the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000*: Reportable Diseases, Surveillance, and Isolation and Quarantine.*

Ganesh Wellness will test all of our marijuana products in accordance with the Regulations. All untested final marijuana products will be segregated from tested product that will be used for retail sales or whole product that will be sold to other Marijuana Establishments.

All non-marijuana ingredients will be obtained from sources and/or companies that are in full compliance with the regulations.

No marijuana product, including marijuana, will 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.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

Ganesh Wellness will not prepare, sell or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

1. For a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
2. In a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
3. The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.

Ganesh Wellness 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 waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

As the standards or best management practices are not established at this time, Ganesh Wellness will satisfy such standards or best management practices as a condition of license renewal, in addition to any the terms and conditions of any environmental permit regulating the licensed activity.

Testing of Marijuana Products- Ganesh Wellness will ensure all marijuana products are tested as required by the Regulations. Our policy and procedure for sampling and testing are compliant with the Regulations and more specifically with the testing requirements outlined in 935 CMR 500.160 and the "*Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries"* and *"Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries."*

Ganesh Wellness will not sell or otherwise market for adult use any marijuana product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. *Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

II. Laboratory Testing

Ganesh Wellness will retain two Licensed Independent Testing Laboratories to ensure contaminant-free purity and correct dosage and potency. These labs, CDX Analytics and MCR Labs are 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 and are licensed by the Commission.

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department/Commission including, but not limited to:
    a. Mold
    b. Mildew
    c. Heavy metals
    d. Plant-Growth Regulators and Pesticides
    e. Bacteria
    f. Fungi
    g. Mycotoxins.

This policy and procedure requires that:

1. Ganesh Wellness maintains these results of all testing for no less than one year.
2. All Marijuana products will be transported to and from the lab, by the lab in accordance with the Ganesh Wellness Transportation SOP and the Regulations, specifically 935 CMR 500.105(13).
3. Ganesh Wellness will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
4. Ganesh Wellness will arrange for testing to be conducted in accordance with the frequency required by the Regulations and sub-regulatory guidance.
5. Any and all excess marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to our facility for disposal or by the Independent Testing Laboratory disposing of it directly

V. Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a Ganesh Wellness marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) Ganesh Wellness will:

1. Immediately segregate the production batch and evaluate next steps.
    a. Using the flowchart titled *"Actions in Response to Laboratory Analytical Results",* the CEO or designee will determine whether to:
        i. Retest the Production Batch
        ii. Remediate the Production Batch
        iii. Dispose of Production Batch

2. If the test result indicates has a contaminant level for Pesticides that are above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
4. In the case of disposal under 1 and 2 above the Ganesh Wellness CEO will:
    a. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.
    b. The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
5. In the case of any test result that indicates that a Ganesh Wellness marijuana product sample has contaminant levels above the acceptable limits, the CEO and COO will conduct an assessment of the source of the contamination.
    a. This extensive assessment will include investigating all possible sources of contamination including source products and ingredients, environmental conditions and employee factors.
    b. The assessment should include a corrective action plan and be shared as a training tool with all production and processing agents.

VI. Quality Control- Sanitation Standard Operating Procedure (SSOP)

Facility

The Ganesh Wellness Retail facility ("the facility") is designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product or food contact surfaces will be smooth, durable and easily cleanable.
2. The walls, ceiling and floors of all processing, production and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
    a. There is coving at base junctures that is compatible with both wall and floor coverings. The coving has a 1/4-inch radius and is at least 4" in height.
3. The facility provides sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of infused or marijuana products, infused or marijuana products-contact surfaces or infused or marijuana products-packaging materials. Piping and conduit are at least 25 mm (2.5 cm) from the walls and ceilings.

5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating marijuana products with clothing or personal contact.
6. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over production, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
    a. Suspended lighting is constructed from non- corrodible and cleanable assemblies.
    b. Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
    c. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
    d. Adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned
7. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition
8. Ventilation - Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) is installed in areas where they may contaminate marijuana products.
    a. Fans and other air-blowing equipment is operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Hand-washing facilities are adequate and convenient and are furnished with running water at a suitable temperature.
    a. Located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands
    b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices
10. The facility water supply comes from the Town of Salisbury and is sufficient for necessary operations.
    a. Testing will be completed showing sufficient flow and pressure and has been tested in accordance with the Regulations
11. The facilities plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
    a. Plumbing properly conveys sewage and liquid disposable waste from the facility.
    b. There is no cross-connections between the potable and wastewater lines;
12. The facility provided its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

13. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility are self-closing and rodent proof;
    a. Our mantrap doors help prevent insects and microbial contaminants from entering the building when doors are in use;
    b. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside; and
    c. Ganesh Wellness will engage the services of a licensed commercial pest control company to inspect and control any pest infiltration into the facility
2. Handling and storage of marijuana product or marijuana plant waste
    a. All marijuana plant waste will be placed in the "Marijuana Waste" container located in vault.
        i. This container is impervious and covered
3. Handling and storage of non-marijuana waste.
    a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
        i. Recyclable
        ii. Organic
        iii. Solid waste
    b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup
4. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are stored

    in an area away from production, processing and storage areas.

Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food;*
- The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments;* and
- The requirements for food handlers specified in 105 CMR 300.000*: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*

1. Storage- Separate dry and refrigerated storage facilities shall be utilized for raw ingredients and finished marijuana products

2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
    a. Sinks used for food/product preparation or for washing equipment or utensils will not be used for handwashing.
    b. Each handwashing sink provides hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
    c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than hand washing
3. Toilet Room- A toilet room is available for use by all workers. Ventilation is provided by mechanical means. A soap dispenser and disposable towels are provided for hand washing in toilet rooms.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
    a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Salisbury Board of Health.
    b. Ganesh Wellness will voluntarily comply with any and all isolation and/or quarantine orders issued by the Salisbury Board of Health or the Department of Public Health.
    c. Ganesh Wellness Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition
        i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. All Ganesh Wellness Agents shall conform to sanitary practices while on duty, including
    a. Maintain adequate personal cleanliness:

    Grooming:

        i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.

ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.

   a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.

iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:

   - When entering the facility before work begins.
   - Immediately before preparing or processing food/products or handling equipment.
   - As often as necessary during food/product preparation when contamination occurs.
   - In the restroom after toilet use and when you return to your work station.
   - When switching between working with raw foods/products and working with ready-to-eat or cooked foods/products.
   - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
   - After cleaning duties.
   - Between each task performed and before wearing disposable gloves.
   - After eating or drinking.
   - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.

   a. Wash hands only in hand sinks designated for that purpose.

   b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

<u>Proper Attire:</u>

i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.

ii. Wear disposable gloves with any cuts, sores, rashes, or lesions.

iii. Wear gloves when packaging products

iv. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

<u>Hair Restraints and Jewelry:</u>

i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.

ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.

Cuts, Abrasions, and Burns:

i. Bandage any cut, abrasion, or burn that has broken the skin.

ii. Cover bandages on hands with gloves and finger cots and change as appropriate.

iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

i. The Ganesh Wellness facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.

ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed food, clean equipment, utensils, linens, and unwrapped single-service and single-use articles.

iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

Training

Ganesh Wellness will provide training and training opportunities to all of its employees. In addition to required training, Ganesh Wellness will encourage advanced training to all employees in the areas of Food Safety, Good Manufacturing Practices, Safe Marijuana Extraction Processes and HACCP.

Ganesh Wellness Personnel and Background Check Policy

Application #: MRN282740

Intent

To provide clear and concise instructions for Ganesh Wellness employees regarding Personnel Policies that are compliant with the regulations.

Ganesh Wellness is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the company, the company's management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our personnel policies are compliant will all relevant regulations and laws.

Personnel Records

Ganesh Wellness will maintain the following information in personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each Ganesh Wellness agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Ganesh Wellness and shall include, at a minimum, the following:
    a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. Documentation of verification of references;
    c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    e. Documentation of periodic performance evaluations;

f. A record of any disciplinary action/performance issues; and

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

3. A staffing plan that will demonstrate accessible business hours
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Ganesh Wellness management agents who require access. as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Ganesh Wellness Management agents who require access. These records will be made available for inspection by the Commission upon request.

Ganesh Wellness Agents

All Ganesh Wellness board members, directors, employees, executives, managers and volunteers will register with the Commission as an Ganesh Wellness Marijuana Establishment Agent ("Ganesh Wellness Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Retail Establishment related to the packaging, storage, testing, or dispensing of marijuana.

All Ganesh Wellness Agents shall:

1. Be 21 years of age or older;
2. Not been convicted of an 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; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Ganesh Wellness will submit to the Commission an application for every Ganesh Wellness Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:

    a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and

which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;

c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and

7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

8. Any other information required by the Commission.

Ganesh Wellness' agents will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom Ganesh Wellness seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

Ganesh Wellness will notify the Commission no more than one business day after an Ganesh Wellness agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, Ganesh Wellness will renew each Ganesh Wellness Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for an Ganesh Wellness Agent registration card, Ganesh Wellness will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

Ganesh Wellness will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

1. **Application Process-** During the application process Ganesh Wellness will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);

b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:

    i. The individual's full legal name and any aliases;

    ii. The individual's address;

    iii. The individual's date of birth;

    iv. A photocopy of the individual's driver's license or other government-issued identification card;

    v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;

    vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;

c. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:

    i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

    ii. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;

    iii. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;

    iv. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or

issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;

v. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;

vi. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and

vii. Any other information required by the Commission.

Ganesh Wellness will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

2. **Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process Ganesh Wellness will submit Marijuana Establishment Agent applications for all required individuals. Ganesh Wellness will perform is own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

Equal Opportunity Employment Policy

It is the policy of Ganesh Wellness to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Ganesh Wellness expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Ganesh Wellness will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Ganesh Wellness operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Ganesh Wellness in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Ganesh Wellness provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Ganesh Wellness may require medical certification of both the disability and the need for accommodation. Keep in mind that Ganesh Wellness can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. Ganesh Wellness will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

Ganesh Wellness will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of Ganesh Wellness employees to perform their expected job duties will not be tolerated.

It is illegal and against Ganesh Wellness policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Ganesh Wellness will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Ganesh Wellness will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

Ganesh Wellness will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint

process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Americans with Disability Act

Ganesh Wellness strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. Ganesh Wellness judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Ganesh Wellness will provide reasonable accommodations to any persons with disabilities who require them, who advise Ganesh Wellness of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

Ganesh Wellness is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Ganesh Wellness premises or while using Ganesh Wellness vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, Ganesh Wellness will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Employee Diversion of Marijuana

If an Ganesh Wellness Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

Employee Handbook

Ganesh Wellness will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Ganesh Wellness. These subjects will include, but not me limited to;

1. Ganesh Wellness Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training

Record Keeping Procedure

Application #: MRN282740

Intent

Ganesh Wellness is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for Ganesh Wellness employees regarding Record Keeping that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant will all regulations and laws.

Access to the Commission

Ganesh Wellness electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Types of Records

The following records will be maintained and stored by Ganesh Wellness and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
    a. Security measures in compliance with 935 CMR 500.110;
    b. Employee security policies, including personal safety and crime prevention techniques;
    c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
    d. Storage of marijuana in compliance with 935 CMR 500.105(11);
    e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;

f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);

g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;

h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

j. Alcohol, smoke, and drug-free workplace policies;

k. A plan describing how confidential information will be maintained;

l. A policy for the immediate dismissal of any marijuana establishment agent who has:

    i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

    ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

    iii. 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.

m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

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

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

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

    i. 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;

    ii. 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;

    iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

2. Operating procedures as required by 935 CMR 500.120(12);
    a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
    b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
    c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
    d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
    e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
    f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
3. Inventory records as required by 935 CMR 500.105(8); and
4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
    a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
    b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
        i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
        ii. Documentation of verification of references;
        iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
        iv. 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;

v. Documentation of periodic performance evaluations;

vi. A record of any disciplinary action taken; and

vii. Notice of completed responsible vendor and eight-hour related duty training.

c. A staffing plan that will demonstrate accessible business hours and safe work conditions;

d. Personnel policies and procedures; and

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

6. Business records, which shall include manual or computerized records of:

   a. Assets and liabilities;

   b. Monetary transactions;

   c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

   d. Sales records including the quantity, form, and cost of marijuana products; and

   e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

7. Waste disposal records as required under 935 CMR 500.105(12); and

8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

9. Responsible vendor training program compliance records.

10. Vehicle registration, inspection and insurance records.

All records kept and maintained by Ganesh Wellness will be securely held. Access to these records will only be accessible to those Ganesh Wellness Agents who require access as a part of their job duties.

Maintaining Financial Records
Policy and Procedure

Application #: MRN282740

I. Intent

Ganesh Wellness is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for Ganesh Wellness employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

III. Policy

All Ganesh Wellness financial records will be kept and maintained according to generally accepted accounting principles. Our CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

1. All Ganesh Wellness financial/business records will be available for inspection to the Commission upon request.
2. Ganesh Wellness will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;
    a. Assets and liabilities;
    b. Monetary transactions;

c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

d. Sales records including the quantity, form, and cost of marijuana products; and

e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Ganesh Wellness will incorporate the following into our business operations;

1. Ganesh Wellness will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees
2. Ganesh Wellness has and will maintain a banking relationship with Century Bank to provide banking services for our company.
3. Ganesh Wellness will use up to date financial software programs for all financial transactions.
4. Ganesh Wellness does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis Ganesh Wellness will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Ganesh Wellness finances (books).
6. Ganesh Wellness will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Facility Manager or designee.
8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly
9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

Ganesh Wellness electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Access to the Massachusetts Department of Revenue ("DOR")

Ganesh Wellness books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Ganesh Wellness will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

Point of Sale (POS) Systems

Ganesh Wellness will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 "*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems".* The POS System will be approved by the Commission

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Ganesh Wellness will maintain the following records:
    a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
    b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
    c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
    d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
    e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
    a. individual item(s) sold,
    b. selling price,
    c. tax due,
    d. invoice number,
    e. date of sale,

f. method of payment, and

g. POS terminal number and POS transaction number.

3. Ganesh Wellness will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:

   a. Internal sequential transaction numbers;

   b. Records of all POS terminal activity; and

   c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.

   d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:

   e. Any and all activity related to other operating modes available in the system, such as a training mode; and

   f. Any and all changes in the setup of the system.

4. Ganesh Wellness will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
   a. Ganesh Wellness will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
   b. Ganesh Wellness may utilize a sales recording module approved by the DOR.
   c. Ganesh Wellness will not utilize software or other methods to manipulate or alter sales data.
   d. Ganesh Wellness will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Ganesh Wellness will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Ganesh Wellness determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
      i. We will immediately disclose the information to the Commission;
      ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
      iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
   e. Ganesh Wellness will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
   f. Ganesh Wellness will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
   g. Ganesh Wellness will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Qualifications and Training Policy and Procedure

Application #: MRN282740

I. Intent

Ganesh Wellness is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for Ganesh Wellness employees regarding the qualifications for employment and agent training that are in compliance with the Regulations

II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

III. Qualifications for a Ganesh Wellness Marijuana Establishment Agent

The minimum requirements to become a Ganesh Wellness Marijuana Establishment Agent ("Ganesh Wellness Agent") are outlined below. All Ganesh Wellness board members, directors, employees, executives, managers or volunteers will register with the Commission as a Ganesh Wellness Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Ganesh Wellness Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an 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; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.802.

Ganesh Wellness will develop a job description for all positions with the company. While all Ganesh Wellness Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

IV. Required Training for Ganesh Wellness Agents

Pursuant to 935 CMR 500.105(2)(a) Ganesh Wellness will ensure all Ganesh Wellness Agents complete training prior to preforming job functions. Training will be tailored to the role and responsibilities of the job function.

1. Ganesh Wellness will train all marijuana establishment agents in compliance with 935 CMR 500.105(2)(a) and (b). Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.
2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
    a. Code of Conduct;
    b. Marijuana Regulations;
    c. Security and Safety;
    d. Emergency Procedures/Disaster Plan;
    e. Diversion of Marijuana;
    f. Terminatable Offences;
    g. Confidential Information;
    h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
        i. Alcohol, smoke and drug-free workplace;
        ii. Equal Employment Policy;
        iii. Anti-Harassment and Sexual Harassment Policy;
        iv. Americans with Disability Act;
        v. Employee Assistance Policy; and
        vi. Diversity Plan
3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").
4. All Ganesh Wellness Agents will receive a minimum of 8 hours of training annually.
5. Ganesh Wellness will record, maintain and store 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. These records will be stored in the Agents

Personnel File. Training records will be retrained by Ganesh Wellness for at least one year after agents' termination.

6. When implemented and available, Ganesh Wellness will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor"
    a. After the responsible vendor designation is applied each Ganesh Wellness owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
    b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Ganesh Wellness will allow and encourage them to attend on a voluntary basis.
    c. Ganesh Wellness will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
7. All retail employees will be trained on:
    a. Safety and Security;
    b. Disaster plan;
    c. Privacy ;
    d. Cash handling;
    e. Diversion prevention and prevention of sales to minors, including best practices;
    f. Compliance with all tracking requirements;
    g. Acceptable forms of identification. Training shall include:
    h. How to check identification;
    i. Spotting false identification; and
    j. Common mistakes made in verification

Ganesh Wellness

Energy Compliance Plan

In compliance with 935 CMR 500.105(15) Ganesh Wellness has:

Identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and implemented these opportunities to the extent possible;

Considered 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;

Reduced electric demand (such as lighting schedules, active load management, and energy storage); and

Engaged with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

1. Ganesh Wellness will work closely with Utility companies to create and execute interactive Energy Savings Plans, by means of:
    a. Understanding how we use energy through analysis generation;
    b. Compare our operation with similar businesses and act accordingly;
    c. Intake customized energy improvement recommendations from professionals;
    d. Cost incentives through utility energy performance.
2. During buildout, Ganesh Wellness has:
    a. Install the highest R-Value insulation materials, that actively resist the conductive flow of heat, wherever applicable on site;
    b. Purchase and install energy efficient LED lighting systems;
3. Further practices to maintain energy efficiency throughout daily operations include:
    a. Using power strips to power all devices, and turning off all power strips at the conclusion of the closing process (excludes security systems);

b. Using communal printers, coffee makers, microwave ovens, and refrigerators;

c. Turning off monitors when leaving for more than one hour;

d. Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper;

e. Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command;

f. Prohibiting the use of individual space heaters;

g. Using Energy Star labeled appliances.

Diversity Plan

Statement of Purpose

Ganesh Wellness is a minority owned and operated business comprised of first and second generation Indian-Americans. As such, Ganesh Wellness aims to foster opportunity for all employees and to promote principles of diversity management that will enhance the level of organization and its employees. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Ganesh Wellness' goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. Ganesh Wellness' founding team is committed to maintaining a workforce and environment which is diverse with regard to race, ethnicity, national origin, gender, age and sexual orientation. We are committed to hiring those best fit for the role.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Ganesh Wellness is a diverse and inclusive company that promotes a discrimination- free work environment and providing opportunities and equity for all employees to use their diverse talents to support the company's mission.

Ganesh Wellness will comply with the requirements of 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 Ganesh Wellness will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Ganesh Wellness will implement this plan to ensure access to employment (including management positions) and other relationships with the company. The demographics which this plan promotes are outlined below:

Diversity Plan Populations ("Program Populations"):

1. People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are LBGTQ+

Goals

The goals that Ganesh Wellness is committed to achieving though this plan and our vision include:

1. Make the Ganesh Wellness workplace a safe, accepting, respectful, welcoming, comfortable, and supportive place to work.
2. Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Program Populations

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RECRUITMENT AND HIRING PROGRAM

Goals- Our goal for this program is to make the Ganesh Wellness workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:

- 50% Female;
- 25-30% People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people;
- 5-10% Veteran;
- 5-10% Persons with a disability; and
- 5-10% Persons who are LBGTQ+

Program- Ganesh Wellness looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and people who are LBGTQ+ in the operation of our company. To promote diversity and equity Ganesh Wellness will:

1. Give hiring preference to individuals who are identified in the Program Populations;
2. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity;
3. Promote our Diversity Hiring preferences internally, on recruitment websites, and on our social media presence;
4. Encourage current employees to refer potential candidates that may identify within one of the Program Populations;
5. All Full-Time employees will be eligible to accrue paid-time-off (PTO) and sick time, as well as have access to a company sponsored healthcare plan;
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference. These groups include the Mass CBA, THC Staffing Group and Elevate NE;
7. Ganesh Wellness has also engaged those services of Signature HR Solutions and Will and Way Total Cannabis Solutions. Both entities are female owned and have experience in human resource management for the cannabis industry and they will continue to assist us in developing our hiring process to target individuals who meet the Plan Populations identified above.

Measurements- We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. After 12 months of operation, and every 12 months thereafter, we will conduct a comprehensive evaluation of the Program and make

necessary changes if needed. This comprehensive evaluation will include:

1. A voluntary and anonymous demographic survey sent to all employees;
2. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above, based on the survey;
3. The number and percentage of job applicants that meet the Program Population criteria; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position

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SUPPLIER/PARTNER PROGRAM

Goals- The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. Ganesh Wellness is committed to utilizing, and will give priority to the extent possible, to Disadvantaged Business Enterprises (DBE), minority-owned (MBE), women owned (WBE), veteran owned (VBE), LGBTQ+-owned, and business owned by persons with disabilities (DOBE) as suppliers, contractors, and wholesale partners. Ganesh Wellness recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis. Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.

Program- Ganesh Wellness will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. Ganesh Wellness will utilize the CCC published list of licensees authorized to commence operations to identify potential partners that meet the Program Populations outlined above.
2. Ganesh Wellness will utilize the resources available from various certifying agencies and organizations (including the list published by the CCC) serving Massachusetts to identify potential ancillary businesses that meet the Program Populations outlined above.
3. Ganesh Wellness will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
4. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
5. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. Annually, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

DIVERSITY PLAN EVALUATION

In addition to evaluating the individual programs and goals outlined above, Ganesh Wellness will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations

1. As we begin to recruit and hire potential employees the management team will evaluate the

applicant pool to ensure that our recruitment policies are generating a diverse representation;

2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion; and
3. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.