Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282315

Original Issued Date: 09/29/2025

Issued Date: 09/29/2025

Expiration Date: 09/29/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: SunnyDayz, Inc.

Phone Number: 203-240-5380

Email Address: brian@sunnydayzcannabis.com

Business Address 1: 105 Greenfield Rd

Business Address 2:

Business City: Deerfield

Business State: MA

Business Zip Code: 01373

Mailing Address 1: 105 Greenfield Road

Mailing Address 2:

Mailing City: South Deerfield

Mailing State: MA

Mailing Zip Code: 01373

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: Applied for Certificate of Registration, decision by DPH is pending

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: 50

Percentage Of Control: 50

Role: Executive / Officer **Other Role:**

First Name: Brian **Last Name:** Hajdarovic **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 **Percentage Of Control:** 50

Role: Executive / Officer **Other Role:**

First Name: Ken **Last Name:** Bouquillon **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

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

Email: brian@sunnydayzcannabis.com **Phone:** 203-240-5380

Address 1: 105 Greefield Rd. **Address 2:**

City: Deerfield **State:** MA **Zip Code:** 01373

Types of Capital: Buildings **Other Type of Capital:** **Total Value of Capital Provided:** $50000 **Percentage of Initial Capital:** 10

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 105 Greenfield Rd

Establishment Address 2:

Establishment City: Deerfield **Establishment Zip Code:** 01342

Approximate square footage of the Establishment: 3200 **How many abutters does this property have?:** 18

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning.pdf	pdf	6659cae6368f1200084b131f	05/31/2024
Community Outreach Meeting Documentation	04.09.20_Form_COM_Attestation.pdf	pdf	67124dcd83494800082b5aa4	10/18/2024
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	67124dd283494800082b5ab8	10/18/2024
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	67124dd883494800082b5acc	10/18/2024
Executed HCA	TOD-SunnyDayz Inc HCA - voted and signed by Selectboard 08.21.2024[40].pdf	pdf	67124e46ef14e00009c66ad8	10/18/2024
Community Outreach Meeting Documentation	Redacted Attachment C (2).pdf	pdf	67800b839671eda534b1b849	01/09/2025
Community Outreach Meeting Documentation	Redacted Attachment C.pdf	pdf	67800b8a9671eda534b1b85d	01/09/2025

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.: $

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Sunny Dayz Approval for Fundraising[77].pdf	pdf	677be1416c565400084c4853	01/06/2025
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	67a9ff2b2cd2ec22829bc799	02/10/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer **Other Role:**

First Name: Brian **Last Name:** Hajdarovic **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner **Other Role:**

First Name: Ken **Last Name:** Bouquillon **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Copy of Articles Of Incorporation (SDC).pdf	pdf	66476249375e290008ae9de5	05/17/2024
Bylaws	SunnyDayz (MA) - By-Laws Signed.pdf	pdf	6647636172e8c00008a57a00	05/17/2024
Department of Revenue - Certificate of Good standing	Department of Finance - Certificate of Good Standing.pdf	pdf	671258bb83494800082b73f6	10/18/2024
DUA attestation if no employees	General Attestation.pdf	pdf	671258dbef14e00009c6820a	10/18/2024
Secretary of Commonwealth - Certificate of Good Standing	25010071210.pdf	pdf	677c27cbe5a90600085880ce	01/06/2025
Department of Revenue - Certificate of Good standing	Certifcate of Good Standing - Department of Revenue.pdf	pdf	677d3121e5a90600085938a3	01/07/2025

No documents uploaded

Massachusetts Business Identification Number: 001531482

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Manufacturing Binding Coverage.pdf	pdf	664776bc72e8c00008a5a942	05/17/2024
Proposed Timeline	Business Timeline.pdf	pdf	671259a683494800082b75f6	10/18/2024
Business Plan	SunnyDayz, Inc - Business Plan.pdf	pdf	671259ae83494800082b760a	10/18/2024
Capitalization Table	SunnyDayz - Joint Board and Stockholder Resolutions 041024.docx[81].pdf	pdf	672134f3a18da60008e3e388	10/29/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	6647787c72e8c00008a5afe1	05/17/2024
Qualifications and training	Qualifications and training .pdf	pdf	664778ab72e8c00008a5b0b2	05/17/2024
Record Keeping procedures	Record Keeping procedures.pdf	pdf	664778ba375e290008aed6f5	05/17/2024
Quality control and testing	Quality control and testing.pdf	pdf	664778cc72e8c00008a5b126	05/17/2024
Storage of marijuana	Storage of marijuana.pdf	pdf	664778ed375e290008aed7f5	05/17/2024
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	66477915375e290008aed8f2	05/17/2024
Plan to Obtain Marijuana	Plan for obtaining marijuana and marijuan products.pdf	pdf	66477bc972e8c00008a5bafa	05/17/2024
Dispensing procedures	Dispensing Procedures.pdf	pdf	66477c21375e290008aee004	05/17/2024

Safety Plan for Manufacturing	Safety Plan for Manufacturing.pdf	pdf	6659cbaad12dec0008cd88f0	05/31/2024
Security plan	Operating Policies and Procedures (Security plan).pdf	pdf	67125a41ef14e00009c683be	10/18/2024
Transportation of marijuana	Transportation of marijuana.pdf	pdf	67125b50ef14e00009c684ba	10/18/2024
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	67125b9eef14e00009c68522	10/18/2024
Personnel policies including background checks	Personnel policies including background checks.pdf	pdf	67125bda83494800082b777b	10/18/2024
Types of products Manufactured.	Types of Products Manufactured.pdf	pdf	67125c3083494800082b77a2	10/18/2024
Method used to produce products	Method used to Produce Products.pdf	pdf	67125c6183494800082b77c9	10/18/2024
Sample of unique identifying marks used for branding	Samples of Unique Identifying Marks Used for Branding.pdf	pdf	67125d6483494800082b78c5	10/18/2024
Diversity plan	Diversity Plan.pdf	pdf	67126283ef14e00009c69054	10/18/2024
Prevention of diversion	Preventipon of Diversion Plan.pdf	pdf	67126b8783494800082b95fe	10/18/2024
Inventory procedures	Inventory procedures.pdf	pdf	6722362124916600084bfe4d	10/30/2024

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	**Monday To:** 4:00 PM
Tuesday From: 9:00 AM	**Tuesday To:** 4:00 PM
Wednesday From: 9:00 AM	**Wednesday To:** 4:00 PM
Thursday From: 9:00 AM	**Thursday To:** 4:00 AM
Friday From: 9:00 AM	**Friday To:** 4:00 PM
Saturday From: Closed	**Saturday To:** Closed
Sunday From: Closed	**Sunday To:** Closed

Plan to Remain Compliant with Zoning

SunnyDayz, Inc. is currently, and will remain compliant with the Town of Deerfield's Zoning Chapter 179 Article I & II Use and Dimensional Regulations.

SDI was issued a Special Permit for Adult Use Cannabis Cultivation and Sales in Deerfield, we are currently in the construction phase of our facilities.

SDI continues to adhere to the Order of Conditions ("OOC") provided by the Town of Deerfield's Planning Board and Conservation Commission as part of our Special Permit. There have been site visits by various members of the Planning Board and Conservation Commission to inspect the construction progress. All conditions are being met and there have been no violations.

As we continue to construct the Cultivation and Dispensary buildings, SDI will adhere to the OOC and the Deerfield Zoning Regulations.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): [ ]

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

    a. Date of publication:

    b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

    a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

    a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the ME or MTC to prevent diversion to minors;
    d. A plan by the ME or MTC to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

Brian Hajdarovic

Notice of Community Outreach Meeting

SunnyDayz, Inc. will hold a Community Outreach Meeting for a Marijuana Manufacturing License. The property is located at 105 Greenfield Rd. South Deerfield, MA 01373 (previously listed as 0 Greenfield Rd or parcel 150-7 and 159-14).

The meeting will take place on Thursday, October 17th at 6:00pm. The meeting location will be The Main Meeting Room of the Deerfield Municipal Offices, located at 8 Conway Street, Deerfield, MA.

September 26

4439207

SunnyDayzCannabis

DEERFIELD CLERK
REC'D SEP 24 '24 AM11:39

Revised Notice of Community Outreach Meeting

SunnyDayz, Inc. will hold a Community Outreach Meeting for a Marijuana Manufacturing License. The property is located at 105 Greenfield Rd. South Deerfield, MA 01373 (previously listed as 0 Greenfield Rd or parcel 150-7 and 159-14).

The meeting will take place on Thursday, October 17th at 6:00pm. The meeting location will be The Main Meeting Room of the Deerfield Municipal Offices, located at 8 Conway Street, Deerfield, MA.

Notice of this meeting was published in a local newspaper of general circulation and filed with the Deerfield Town Clerk, the Selectboard / Board of Health and the Planning Board at least fourteen (14) calendar days prior to the meeting.

Notice of this meeting was also mailed at least fourteen (14) calendar days prior to the meeting to abutters within 300 feet of the property lines of the proposed Marijuana Manufacturing Establishment location.

105 Greenfiield Rd. South Deerfield, MA 01373

(203) 240-5380

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: SunnyDay2, Inc

To: [redacted]
Shykoski Family Lawyers
20 Hopmeadow Dr.
Oakville CT, 06779

SOUTHPORT CT SEP 26 2024 Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: SunnyDay2, Inc

To: [redacted]
PO Box 452
Shelburne Falls, MA 01370

SEP 26 2024 Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: SunnyDay2, Inc

To: [redacted]
154 Conway Rd
S. Deerfield, MA 01373

SOUTHPORT CT SEP 26 2024 Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: SunnyDay2, Inc

To: [redacted]
129 Sherbrooke Rd
Charlton, MA 01507

SOUTHPORT CT SEP 26 2024 Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: SunnyDay2, Inc

To: [redacted]
8 Hebbin Rd
S. Deerfield, MA 01373

SOUTHPORT CT SEP 26 2024 Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: SunnyDay2, Inc

To: [redacted]
130 Lovitch Rd
S. Deerfield, MA 01373

SOUTHPORT CT SEP 26 2024 Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: SunnyDay2, Inc

To: [redacted]
367 Putnam Ave
Rolinsford, NH 03869

SOUTHPORT CT SEP 26 2024 Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: SunnyDay2, Inc

To: [redacted]
8 Conway St
S. Deerfield, MA 01373

SOUTHPORT CT SEP 26 2024 Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: Sunny Day 2 Inc

To: [redacted]
8 Conway St
S. Deerfield, MA 01373

SOUTHPORT CT
SEP 26 2024
Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: Sunny Day 2, Inc

To: [redacted]
Shylski Family Home
20 Hayden Dr
Old Lyme CT, 06371

SOUTHPORT CT
SEP 26 2024
Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: Sunny Day 2 Inc

To: [redacted]
367 Pottland Ave
Rollinsford, NH 03[illegible]

SOUTHPORT CT
SEP 26 2024
Postmark Here

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: Sunny Day 2, Inc

To: [redacted]
154 Conway Rd
S. Deerfield, MA 01373

SOUTHPORT CT
SEP 26 2024
Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: Sunny Day 2, Inc

To: [redacted]
130 Whately Rd
S. Deerfield, MA 01373

SOUTHPORT CT
SEP 26 2024
Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: Sunny Day 2, Inc

To: [redacted] Inc
PO Box 45[illegible]
Shelburne Falls, MA 01370

SOUTHPORT CT
SEP 26 2024
Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: Sunny Day 2, Inc

To: [redacted]
8 Hobbie Rd
S. Deerfield, MA 01373

SOUTHPORT CT
SEP 26 2024
Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

From: Sunny Day 2, Inc

To: [redacted]
129 Sherbridge Rd
Charlton, MA 01507

SOUTHPORT CT
SEP 26 2024
Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

FOOD BANK
OF WESTERN MASSACHUSETTS

1/3/2025

Dear Brian,

On behalf of the Food Bank of Western Massachusetts, I am pleased to grant permission for Sunny Dayz Dispensary to host fundraising initiatives supporting our mission to reduce food insecurity in our region. We are grateful for your generosity and commitment to making a meaningful difference in our region.

If you require any additional information or materials to support your efforts, please don't hesitate to reach out to me directly. We kindly request that all fundraising activities adhere to applicable laws and regulations, and that the Food Bank's name and branding are used appropriately in promotional materials.

Thank you for choosing to support the Food Bank of Western Massachusetts. Together, we can create a stronger community.

Sincerely,

Cheyenne Burnham
Public Engagement Manager
The Food Bank of Western Massachusetts

Positive Impact Plan

Per previous RFI's and CCC guidance. SunnyDayz, Inc. has established a proposed plan that is closer in proximity to the Town of Deer that positively affects people in areas of disproportionate impact. Specifically those in areas of Western MA struggling with Food Security - which affects roughly 13% of the population (including Franklin County). Statistic show that over 98,740 residents of Western MA struggle with hunger ,or food insecurity, which includes roughly 26,760 struggling with Childhood Food Insecurity.

SunnyDayz, Inc. intends to provide both charitable donations and service hours through a partnership with the FoodBank of Western MA (HQ located in Chicopee, MA). The FoodBank of Western MA is a regional organization that provides food to nearly every food pantry, shelter, meal site, and many other food assistance sites in Western Massachusetts. They are also the authorized distributor of food available through government programs like the US Department of Agriculture (USDA), The Emergency Food Assistance Program (TEFAP) and the Massachusetts Emergency Food Assistance Program (MEFAP).

Our Positive Impact Plan addresses the following populations of disproportionately harmed people:

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. This area includes all of Hamden County, Franklin County, Hampshire County, and Berkshire County. More specifically, the cities of Springfield & West Springfield.

Goals:

The goal of our Positive Impact Plan is two fold: an annual charitable donation to support on-going fundraising initiatives. SDI employee's will volunteer time for either two main programs offered by the Food Bank of Western MA.

Programs:

- Charitable Donations: 3-month Point-of-Sale Donation Campaign and/or annual donation in the amount of $5,000.
- SunnyDayz will commit at least twenty (20) hours of community service (annually) a. SunnyDayz will commit 2 employees to donate 10 hours of community service (annually). Volunteer efforts will include:
  - **Food Sorting Volunteers**
  - **Farm Volunteers** needed seasonally from April to November.
  - SunnyDayz, Inc. will receive a receipt of annual donations to track and save all donations amounts. SunnyDayz, Inc. will maintain a tracking sheet of all volunteers and request a sign-up and hours sheet from FBofWM to confirm attendance and hours served.
  - SunnyDayz, Inc. agree's not to violate M.G.L CH. 94G or any regulations found in 935 CMR 500.000.

SunnyDayz, Inc. acknowledges that the progress or success of our Positive Impact plan will be documented upon renewal.

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

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

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

Identification Number: 001531482

ARTICLE I

The exact name of the corporation is:

SUNNYDAYZ INC.

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
STK	$0.00000	1,000	$0.00	1,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: KENNETH ALBERT BOUQUILLON
No. and Street: 55 LOCUST ST.
City or Town: LYNN State: MA Zip: 01904 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	KENNETH ALBERT BOUQUILLON MA	55 LOCUST ST. LYNN, MA 01904 USA
TREASURER	KENNETH ALBERT BOUQUILLON MA	55 LOCUST ST. LYNN, MA 01904 USA
SECRETARY	KENNETH ALBERT BOUQUILLON MA	55 LOCUST ST. LYNN, MA 01904 USA
CEO	KENNETH ALBERT BOUQUILLON MA	55 LOCUST ST. LYNN, MA 01904 USA
DIRECTOR	KENNETH ALBERT BOUQUILLON MA	55 LOCUST ST. LYNN, MA 01904 USA

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

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

APPLYING FOR A LICENSE WITH THE CANNABISCOMMISSION

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

No. and Street: 55 LOCUST ST.
City or Town: LYNN State: MA Zip: 01904 Country: USA

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

No. and Street: 55 LOCUST ST.
55 LOCUST ST.

City or Town: LYNN State: MA Zip: 01904 Country: USA

which is

X its principal office

__ an office of its transfer agent

__ an office of its secretary/assistant secretary

__ its registered office

Signed this 13 Day of September, 2021 at 9:22:51 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

KENNETH A BOUQUILLON

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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:

September 13, 2021 09:22 PM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

DATE 4/22/2022 CLERK

Adopted as of September 13, 2021

BY-LAWS

OF

SUNNYDAYZ INC.

ARTICLE I
OFFICES

1.1 Registered Office. The registered office of SunnyDayz Inc. (the "**Corporation**") in the Commonwealth of Massachusetts shall be established and maintained at 55 Locust Street, Lynn, Massachusetts 01904. Kenneth Albert Bouquillon shall be the registered agent of the corporation in charge thereof.

1.2 Other Offices. The Corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the board of directors of the Corporation (the "**Board of Directors**") may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

2.1 Place of Meetings. All meetings of the stockholders shall be held at such time and place, either within or without the Commonwealth of Massachusetts, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2.2 Annual Meetings. The annual meeting of stockholders shall be held on such date and at such time as may be fixed by the Board of Directors and stated in the notice of the meeting, for the purpose of electing directors and for the transaction of only such other business as is properly brought before the meeting in accordance with these By-Laws (the "**By-Laws**").

Written notice of an annual meeting stating the place, date and hour of the meeting, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the annual meeting.

To be properly brought before the annual meeting, business must be either (i) specified in the notice of annual meeting (or any supplement or amendment thereto) given by or at the direction of the Board of Directors, (ii) otherwise brought before the annual meeting by or at the direction of the Board of Directors, or (iii) otherwise properly brought before the annual meeting by a stockholder. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the meeting; provided, however, that

in the event that less than seventy (70) days notice or prior public disclosure of the date of the annual meeting is given or made to stockholders, notice by a stockholder, to be timely, must be received no later than the close of business on the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure was made, whichever first occurs. A stockholder's notice to the Secretary shall set forth (a) as to each matter the stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, and (ii) any material interest of the stockholder in such business, and (b) as to the stockholder giving the notice (i) the name and record address of the stockholder and (ii) the class, series and number of shares of capital stock of the Corporation which are beneficially owned by the stockholder. Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section 2.2. The officer of the Corporation presiding at an annual meeting shall, if the facts warrant, determine and declare to the annual meeting that business was not properly brought before the annual meeting in accordance with the provisions of this Section 2.2, and if such officer should so determine, such officer shall so declare to the annual meeting and any such business not properly brought before the meeting shall not be transacted.

2.3 Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation of the Corporation (the "**Articles of Incorporation**"), may only be called by a majority of the entire Board of Directors, or the Chief Executive Officer or the Chairman, and shall be called by the Secretary at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Unless otherwise provided by law, written notice of a special meeting of stockholders, stating the time, place and purpose or purposes thereof, shall be given to each stockholder entitled to vote at such meeting, not less than ten (10) or more than sixty (60) days before the date fixed for the meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

2.4 Quorum. The holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the holders of a majority of the votes entitled to be cast by the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

2.5 Organization. The Chairman of the Board of Directors shall act as chairman of meetings of the stockholders. The Board of Directors may designate any other officer or director

of the Corporation to act as chairman of any meeting in the absence of the Chairman of the Board of Directors, and the Board of Directors may further provide for determining who shall act as chairman of any stockholders meeting in the absence of the Chairman of the Board of Directors and such designee.

The Secretary of the Corporation shall act as secretary of all meetings of the stockholders, but in the absence of the Secretary the presiding officer may appoint any other person to act as secretary of any meeting.

2.6 Voting. Unless otherwise required by law, the Articles of Incorporation or these By-Laws, any question (other than the election of directors) brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat. At all meetings of stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect. Each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder, unless otherwise provided by the Articles of Incorporation. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize any person or persons to act for him by proxy. All proxies shall be executed in writing and shall be filed with the Secretary of the Corporation not later than the day on which exercised. No proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

2.7 Action of Shareholders Without Meeting. Unless otherwise provided by the Articles of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and shall be delivered to the Corporation by delivery to its registered office in the Commonwealth of Massachusetts, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

2.8 Voting List. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the election, either at a place within the city, town or village where the election is to be held, which place shall be specified in the notice of the meeting, or, if not specified, at the place where said meeting is to be

held. The list shall be produced and kept at the time and place of election during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

2.9 Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 2.8 or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

2.10 Adjournment. Any meeting of the stockholders, including one at which directors are to be elected, may be adjourned for such periods as the presiding officer of the meeting or the stockholders present in person or by proxy and entitled to vote shall direct.

2.11 Ratification. Any transaction questioned in any stockholders' derivative suit, or any other suit to enforce alleged rights of the Corporation or any of its stockholders, on the ground of lack of authority, defective or irregular execution, adverse interest of any director, officer or stockholder, nondisclosure, miscomputation or the application of improper principles or practices of accounting may be approved, ratified and confirmed before or after judgment by the Board of Directors or by the holders of Common Stock and, if so approved, ratified or confirmed, shall have the same force and effect as if the questioned transaction had been originally duly authorized, and said approval, ratification or confirmation shall be binding upon the Corporation and all of its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

2.12 Inspectors. The election of directors and any other vote by ballot at any meeting of the stockholders shall be supervised by at least one inspector. Such inspectors shall be appointed by the Board of Directors in advance of the meeting. If the inspector so appointed shall refuse to serve or shall not be present, such appointment shall be made by the officer presiding at the meeting.

ARTICLE III
DIRECTORS

3.1 Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by law or in the Articles of Incorporation. The number of directors which shall constitute the Board of Directors shall be not less than one (1) nor more than three (3). The number of directors at any time shall be that number within such minimum and maximum as most recently fixed by resolution of the Board of Directors or the stockholders or, absent such action, shall be that number of directors elected at the preceding annual meeting of shareholders, plus the number, if any, elected since such meeting to fill a vacancy created by an increase in the size of the Board of Directors. Directors need not be stockholders of the Corporation.

3.2 Election; Term of Office; Resignation; Removal; Vacancies. Each director shall hold office until the next annual meeting of stockholders or until such director's earlier resignation, removal from office, death or incapacity. Unless otherwise provided in the Articles of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any other cause may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director and each director so

chosen shall hold office until the next annual meeting and until such director's successor shall be duly elected and shall qualify, or until such director's earlier resignation, removal from office, death or incapacity.

3.3 Nominations. Nominations of persons for election to the Board of Directors of the Corporation at a meeting of stockholders of the Corporation may be made at such meeting by or at the direction of the Board of Directors, by any committee or persons appointed by the Board of Directors or by any stockholder of the Corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 3.3. Such nominations by any stockholder shall be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the meeting; provided however, that in the event that less than seventy (70) days notice or prior public disclosure of the date of the meeting is given or made to stockholders, notice by the stockholder, to be timely, must be received no later than the close of business on the tenth (10th) day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made, whichever first occurs. Such stockholder's notice to the Secretary shall set forth (i) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (a) the name, age, business address and residence address of the person, (b) the principal occupation or employment of the person, (c) the class and number of shares of capital stock of the Corporation which are beneficially owned by the person, and (d) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to the Rules and Regulations of the Securities and Exchange Commission under Section 14 of the Securities Exchange Act of 1934, as amended, and (ii) as to the stockholder giving the notice (a) the name and record address of the stockholder and (b) the class and number of shares of capital stock of the Corporation which are beneficially owned by the stockholder. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth herein. The officer of the Corporation presiding at an annual meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

3.4 Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the Commonwealth of Massachusetts. The first meeting of each newly elected Board of Directors shall be held immediately after and at the same place as the meeting of the stockholders at which it is elected and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chief Executive Officer or a majority of the entire Board of Directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, facsimile, telegram or e-mail on twenty-four (24) hours notice, or on such

shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

3.5 Quorum. Except as may be otherwise specifically provided by law, the Articles of Incorporation or these By-Laws, at all meetings of the Board of Directors or any committee thereof, a majority of the entire Board of Directors or such committee, as the case may be, shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors or of any committee thereof, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.6 Organization of Meetings. The Board of Directors shall elect one of its members to be Chairman of the Board of Directors. The Chairman of the Board of Directors shall lead the Board of Directors in fulfilling its responsibilities as set forth in these By-Laws, including its responsibility to oversee the performance of the Corporation, and shall determine the agenda and perform all other duties and exercise all other powers which are or from time to time may be delegated to him or her by the Board of Directors.

Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in his or her absence, by the Chief Executive Officer, or in the absence of the Chairman of the Board of Directors and the Chief Executive Officer by such other person as the Board of Directors may designate or the members present may select.

3.7 Actions of Board of Directors Without Meeting. Unless otherwise restricted by the Articles of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filled with the minutes of proceedings of the Board of Directors or committee.

3.8 Removal of Directors by Stockholders. The entire Board of Directors or any individual Director may be removed from office with or without cause by a majority vote of the holders of the outstanding shares then entitled to vote at an election of directors. Notwithstanding the foregoing, if the Corporation's board is classified, stockholders may effect such removal only for cause. In case the Board of Directors or any one or more Directors be so removed, new Directors may be elected at the same time for the unexpired portion of the full term of the Director or Directors so removed.

3.9 Resignations. Any Director may resign at any time by submitting his written resignation to the Board of Directors or Secretary of the Corporation. Such resignation shall take effect at the time of its receipt by the Corporation unless another time be fixed in the resignation, in which case it shall become effective at the time so fixed. The acceptance of a resignation shall not be required to make it effective.

3.10 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. In the absence or

disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided by law and in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Articles of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution or amending the By-Laws of the Corporation; and, unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock or to adopt a certificate of ownership and merger. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

3.11 Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed amount (in cash or other form of consideration) for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

3.12 Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

3.13 Meetings by Means of Conference Telephone. Members of the Board of Directors or any committee designed by the Board of Directors may participate in a meeting of the Board of Directors or of a committee of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear

each other, and participation in a meeting pursuant to this Section 3.13 shall constitute presence in person at such meeting.

ARTICLE IV
OFFICERS

4.1 General. The officers of the Corporation shall be elected by the Board of Directors and may consist of: Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, Secretary and Treasurer. The Board of Directors, in its discretion, may also elect one or more Vice Presidents (including Executive Vice Presidents and Senior Vice Presidents), Assistant Secretaries, Assistant Treasurers, a Controller and such other officers as in the judgment of the Board of Directors may be necessary or desirable. Any number of offices may be held by the same person and more than one person may hold the same office, unless otherwise prohibited by law, the Articles of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation, nor need such officers be directors of the Corporation.

4.2 Election. The Board of Directors at its first meeting held after each annual meeting of stockholders shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Except as otherwise provided in this Article IV, any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers who are directors of the Corporation shall be fixed by the Board of Directors.

4.3 Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer or any Vice President, and any such officer may, in the name and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

4.4 Chief Executive Officer. Subject to the provisions of these By-Laws and to the direction of the Board of Directors, the Chief Executive Officer shall have ultimate authority for decisions relating to the general management and control of the affairs and business of the Corporation and shall perform such other duties and exercise such other powers which are or from time to time may be delegated to him or her by the Board of Directors or these By-Laws, all in accordance with basic policies as established by and subject to the oversight of the Board of Directors.

4.5 Chief Financial Officer. The Chief Financial Officer shall have general supervision, direction and control of the financial affairs of the Corporation and shall perform such

other duties and exercise such other powers which are or from time to time may be delegated to him or her by the Board of Directors or these By-Laws, all in accordance with basic policies as established by and subject to the oversight of the Board of Directors. In the absence of a named Treasurer, the Chief Financial Officer shall also have the powers and duties of the Treasurer as hereinafter set forth and shall be authorized and empowered to sign as Treasurer in any case where such officer's signature is required.

4.6 Chief Technology Officer. The Chief Technology Officer shall have general supervision, direction and control of the technology of the Corporation and shall perform such other duties and exercise such other powers which are or from time to time may be delegated to him or her by the Board of Directors or these By-Laws, all in accordance with basic policies as established by and subject to the oversight of the Board of Directors.

4.7 Vice Presidents. At the request of the Chief Executive Officer or in the absence of the Chief Executive Officer, or in the event of his or her inability or refusal to act, the Vice President or the Vice Presidents if there is more than one (in the order designated by the Board of Directors) shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon such office. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the Chief Executive Officer or in the event of the inability or refusal of such officer to act, shall perform the duties of such office, and when so acting, shall have all the powers of and be subject to all the restrictions upon such office.

4.8 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, then any Assistant Secretary shall perform such actions. If there is no Assistant Secretary, then the Board of Directors or the Chief Executive Officer may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

4.9 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the

Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

4.10 Assistant Secretaries. Except as may be otherwise provided in these By-Laws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.11 Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

4.12 Controller. The Controller shall establish and maintain the accounting records of the Corporation in accordance with generally accepted accounting principles applied on a consistent basis, maintain proper internal control of the assets of the Corporation and shall perform such other duties as the Board of Directors, the Chief Executive Officer or any Vice President of the Corporation may prescribe.

4.13 Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

4.14 Vacancies. The Board of Directors shall have the power to fill any vacancies in any office occurring from whatever reason.

4.15 Resignations. Any officer may resign at any time by submitting his written resignation to the Corporation. Such resignation shall take effect at the time of its receipt by the Corporation, unless another time be fixed in the resignation, in which case it shall become effective at the time so fixed. The acceptance of a resignation shall not be required to make it effective.

4.16 Removal. Subject to the provisions of any employment agreement approved by the Board of Directors, any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

ARTICLE V
CAPITAL STOCK

5.1 Form of Certificates. The shares of stock in the Corporation shall not be certificated, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be certificated. In such case, stock certificates shall be in such forms as the Board of Directors may prescribe and signed by the Chief Executive Officer or a Vice President and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation.

5.2 Lost Certificates. The Board of Directors may direct a new stock certificate or certificates to be issued in place of any stock certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new stock certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of certificated stock shall be made on the books of the Corporation only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued. Transfers of uncertificated stock shall be made on the books of the Corporation only by the person then registered on the books of the Corporation as the owner of such shares or by such person's attorney lawfully constituted in writing and written instruction to the Corporation containing such information as the Corporation or its agents may prescribe. No transfer of uncertificated stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred. The Corporation shall have no duty to inquire into adverse claims with respect to any stock transfer unless (a) the Corporation has received a written notification of an adverse claim at a time and in a manner which affords the Corporation a reasonable opportunity to act on it prior to the issuance of a new, reissued or re-registered share certificate, in the case of certificated stock, or entry in the stock record books of the Corporation, in the case of uncertificated stock, and the notification identifies the claimant, the registered owner and the issue of which the share or shares is a part and provides an address for communications directed to the claimant; or (b) the Corporation has required and obtained, with respect to a fiduciary, a copy of a will, trust, indenture, articles of co-partnership, By-Laws or other controlling instruments, for a purpose other than to obtain appropriate evidence of the appointment or incumbency of the fiduciary, and such documents indicate, upon reasonable inspection, the existence of an adverse claim. The Corporation may discharge any duty of inquiry by any reasonable means, including notifying an

adverse claimant by registered or certified mail at the address furnished by him or, if there be no such address, at his residence or regular place of business that the security has been presented for registration of transfer by a named person, and that the transfer will be registered unless within thirty days from the date of mailing the notification, either (a) an appropriate restraining order, injunction or other process issues from a court of competent jurisdiction; or (b) an indemnity bond, sufficient in the Corporation's judgment to protect the Corporation and any transfer agent, registrar or other agent of the Corporation involved from any loss which it or they may suffer by complying with the adverse claim, is filed with the Corporation.

5.4 Fixing Record Date. In order that the Corporation may determine the stockholders entitled to notice or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than ten (10) days after the date upon which the resolution fixing the record date of action with a meeting is adopted by the Board of Directors, nor more than sixty (60) days prior to any other action. If no record date is fixed:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the first date on which a signed written consent is delivered to the Corporation.

(c) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

5.5 Registered Stockholders. Prior to due presentment for transfer of any share or shares, the Corporation shall treat the registered owner thereof as the person exclusively entitled to vote, to receive notifications and to all other benefits of ownership with respect to such share or shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the Commonwealth of Massachusetts.

ARTICLE VI
NOTICES

6.1 Form of Notice. Notices to directors and stockholders other than notices to directors of special meetings of the Board of Directors which may be given by any means stated in Section 3.4, shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

6.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of law or the Articles of Incorporation or by these By-Laws of the Corporation, a written waiver, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular, or special meeting of the stockholders, Directors, or members of a committee of Directors need be specified in any written waiver of notice unless so required by the Articles of Incorporation.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.1 The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and

in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

7.3 To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.1 or 7.2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

7.4 Any indemnification under Section 7.1 or 7.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such Section. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or

(b) If such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or

(c) By the stockholders.

7.5 Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Section 7.5. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

7.6 The indemnification and advancement of expenses provided by, or granted pursuant to the other Sections of this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

7.7 The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether

or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VII.

7.8 For purposes of this Article VII, references to the "Corporation" shall include, in addition to the resulting Corporation, any constituent Corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer employee or agent of such constituent Corporation, or is or was serving at the request of such constituent Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article VII with respect to the resulting or surviving Corporation as he would have with respect to such constituent Corporation of its separate existence had continued.

7.9 For purposes of this Article VII, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VII.

7.10 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

7.11 No director or officer shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director or officer. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (a) for breach of the director's or the officer's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) pursuant to the Massachusetts Business Corporation Act, or (d) for any transaction from which the director or officer derived an improper personal benefit. No amendment to or repeal of this Article VII shall apply to or have an effect on the liability or alleged liability of any director or officer of the Corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Reliance on Books and Records. Each Director, each member of any committee designated by the Board of Directors, and each officer of the Corporation, shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records

of the Corporation, including reports made to the Corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

8.2 Maintenance and Inspection of Records. The Corporation shall, either at its principal executive office or at such place or places as designated by the Board of Directors, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these by-laws, as may be amended to date, minute books, accounting books and other records.

Any such records maintained by the Corporation may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to the provisions of the Massachusetts Business Corporation Act. When records are kept in such manner, a clearly legible paper form produced from or by means of the information storage device or method shall be admissible in evidence, and accepted for all other purposes, to the same extent as an original paper form accurately portrays the record.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in Massachusetts or at its principal executive office.

8.3 Inspection by Directors. Any director shall have the right to examine the Corporation's stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director.

8.4 Dividends. Subject to the provisions of the Articles of Incorporation, if any, dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Articles of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

8.5 Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other persons as the Board of Directors may from time to time designate.

8.6 Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors.

8.7 Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Massachusetts". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

8.8 Amendments. The original or other By-Laws may be adopted, amended or repealed by the stockholders entitled to vote thereon at any regular or special meeting or, if the Articles of Incorporation so provide, by the Board of Directors. The fact that such power has been so conferred upon the Board of Directors shall not divest the stockholders of the power nor limit their power to adopt, amend or repeal By-Laws.

8.9 Interpretation of By-Laws. All words, terms and provisions of these By-Laws shall be interpreted and defined by and in accordance with the Massachusetts Business Corporation Act.

*****

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that the undersigned is the duly elected, qualified, and acting Secretary of SunnyDayz Inc., a Massachusetts corporation (the "**Corporation**"), and that the foregoing is a full, true and correct copy of the By-Laws of the Corporation, with all amendments to date of this Certificate.

WITNESS the signature of the undersigned this 13th day of September, 2021.

Kenneth Albert Bouquillon, Secretary

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0181681824
Notice Date: September 17, 2024
Case ID: 0-002-557-961

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

SUNNYDAYZ INC
55 LOCUST ST # LYNN
LYNN MA 01904-2909

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SUNNYDAYZ 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, Monday through Friday, 9:00 a.m. to 4:00 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

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: January 03, 2025

To Whom It May Concern :

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

SUNNYDAYZ INC.

is a domestic corporation organized on **September 13, 2021** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

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

Secretary of the Commonwealth

Certificate Number: 25010071210

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

Processed by: smc

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1113320864
Notice Date: January 6, 2025
Case ID: 0-002-742-120

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000044

SUNNYDAYZ INC
55 LOCUST ST # LYNN
LYNN MA 01904-2909

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SUNNYDAYZ 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.

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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

DocuSign Envelope ID: 1FD51783-449A-4BD7-A5D7-51A2503634ED

Budrisk

85 B East Central St, Suite A, Natick MA 01760
617-500-1824 www.budrisk.com

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: SUNNYDAYZ INC. (Marijuana Product Manufacturing)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of $1,000,000 per occurrence, and $2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than $5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. We look forward to providing liability coverage to SUNNYDAYZ INC. as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

DocuSigned by:
James Boynton
F5081B2D6DCB4CB...

James Boynton
Managing Broker
MA Insurance License #1842496
jim@budrisk.com

SunnyDayz, Inc.

Business Plan

April 12, 2022

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

SunnyDayz Inc ("SDI") is a Marijuana Establishment ("**ME**") committed to creating a safe and clean environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

1.2 License Type

SDI is also applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "**Commission**") to operate a Marijuana Establishment ("ME") Cultivator in South Deerfield, Massachusetts.

SDI is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "**Commission**") to operate a Marijuana Establishment ("ME") Retailer in South Deerfield, Massachusetts.

1.3 Product

SDI will offer cannabis flower, cannabis extracts, and cannabis edibles that will be compliant with the guidelines and regulations set forth by the CCC.

In addition to traditional sativa, indica, and hybrid cannabis flower, SDI will offer a wide range of products and services that will allow SDI to serve customers with a wide variety of needs. Products SDI intends to offer include, but will not be limited to:

1. [CONCENTRATES]
2. [CREAMS/LOTIONS]
3. [INGESTION CAPSULES]
4. [FOOD/BEVERAGES]

1.4 Customers

SDIs target customers include adults 21 years of age and older, including elderly individuals needing a source of relief for personal ailments.

1.5 What Drives Us

SDI's goals include providing cannabis flower and manufactured cannabis products to adult users in The Commonwealth of Massachusetts while focusing on energy efficiency, labor efficiency, and minimizing our overall carbon footprint. SDI will also be;

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of SDI's operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been particularly harmed by the war on drugs;
5. Hiring employees from economically distressed communities and giving them the space

and knowledge to flourish professionally within SDI and the cannabis industry as a whole;

6. Having a diverse and socially representative pool of employees;
7. Empower the next generation of entrepreneurs and leaders through hiring, training, and teaching;
8. Running an environmentally friendly ME in the Commonwealth of Massachusetts through the use of efficient cultivation methods; and
9. Creating branded marijuana products that are safe, effective, consistent, and high quality.
10. Topping the cannabis PowerScore for energy efficiency and sustainable practices

2. COMPANY DESCRIPTION

2.1 Structure

SDI is a Massachusetts domestic for-profit corporation interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "**Commission**") to operate a ME in the Commonwealth.

SDI will file, in a form and manner specified by the Commission, an application for licensure as a ME.

2.2 Operations

Marijuana Cultivator, Marijuana Retailer

SDI will be located in South Deerfield, MA. SDI has 28 acres under a contract purchase agreement and has plans to build 5 buildings on the property.

The facility is well positioned and matches the ideal location for a cannabis campus. The business will be launching with just one outlet in South Deerfield but has plans to open other outlets in key locations in Massachusetts.

The cultivation/manufacturing facility encompasses a total of 26,000 square feet, with approximately 9,800 square feet dedicated exclusively to cultivation and approximately 16,000 square feet of space dedicated to supporting cultivation efforts.

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

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

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

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

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

SDI will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

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

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

Prior to commencing operations, SDI will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of SDI.

SDI and SDI agents will comply with all local rules, regulations, ordinances, and bylaws.

We have achieved:

1. A Host Community Agreement
2. A Community Outreach Meeting

2.3 Security

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

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

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

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

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

Only SDI's registered agents and other authorized visitors (e.g. contractors, vendors) will be

allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and SDI will maintain a current list of individuals with access.

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

SDI will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

SDI looks forward to working cooperatively with the Town of South Deerfield to ensure that SDI operates as a responsible, contributing member of the community. SDI anticipates establishing a mutually beneficial relationship with the Town in exchange for permitting SDI to build and operate in South Deerfield. The Town stands to benefit in various ways, including but not limited to the following:

- Jobs:
  - The retail facility will add 15 full-time jobs, in addition to hiring qualified, local contractors and vendors.
  - The cultivation facility will add 30 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- Monetary Benefits:
  - A Host Community Agreement with significant monetary donations will provide the Town with additional financial benefits beyond local property taxes.
- Access to Quality Product:
  - SDI will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- Control:
  - In addition to the Commission, the Deerfield Police Department and other municipal departments will have oversight over SDI's security systems and processes.
- Responsibility:
  - SDI is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the Commission.
- Economic Development:
  - SDI's construction of a cultivation and a retail building will add value to South Deerfield and contribute to the overall economic development of the local community.

2.5 Zoning

The address for the ME is 0 Greenfield Road, Deerfield, MA. (Lot 150-7 & 154-14) A cultivator, a retailer, and a product manufacturer license complies with the Deerfield zoning regulations.

In accordance with Deerfield's Zoning Bylaws, the proposed property is located in South Deerfield's designated green zone.

In accordance with the Commission's regulations, the property is not located within 500 feet of

a public or private school providing education to children in kindergarten or grades 1 through 12.

3. MARKET RESEARCH

3.1 Industry

SDI's proposed location is in South Deerfield. Surrounding areas include Greenfield, Shelburne, Conway, Whately, Leverett, Montague. The facility is only a short drive to the Northampton and Amherst areas. In Massachusetts, sales are expected to pass one billion dollars in 2024. First year retail sales for adult use in Massachusetts totaled $394 million, according to the Cannabis Control Commission's Open Data Platform.

3.2 Competitors

SDI's competitors include multi state operators Trulieve, Columbia Care, Cresco.

3.3 Competitive Advantage

SDI's competitive advantages over their competition include an experienced team with a track record of success in Washington State, a proven energy efficient facility design which will top the cannabis PowerScore. a set of proven SOP's to produce a high quality product, and the proven ability to operate a cannabis facility at scale.

In every business, there is competition. However, the retail cannabis industry is known to be highly competitive. SDI possesses several strengths which will separate SDI from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, assortment of products, and to some extent, the branding of the business. SDI has experience and success in all these categories.

3.4 Regulations

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

SDI is registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity. SDI will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

SDIP will apply for all state and local permits and approvals required to renovate and operate the facility.

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

SDI's cultivation facility at 0 Greenfield Road, South Deerfield, MA will produce high quality cannabis flower and cannabis flower related products. SDI's retail store will sell our own cannabis flower products along with other licensed CCC cultivators cannabis products.

4. PRODUCT / SERVICE

4.1 Product & Service

In accordance with 935 CMR 500.140(3), access to SDI facility is limited to individuals 21 years of age and older. Upon a customer's entry into SDI premises, an SDI agent will immediately inspect the customer's proof of identification and determine the individual's age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's state issued proof of identification. At the door, a designated staff member will collect valid customer identification and confirm a minimum age of 21 years old, failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of an SDI agent. Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8).

In the event an SDI agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer.
SDI will use the point-of-sale security system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

SDI places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, SDI staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any marijuana products. All products available for sale and consumption will be tested for impurities and subjected to SDI's policies governing quality control per 935 CMR 500.105.

In compliance with 935 CMR 5001.140(8), SDI will provide educational materials designed to help consumers make informed marijuana product purchases. SDI's educational materials will describe the varying types of products available at SDI, as well as the types and methods of consumption. The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect. Additional topics discussed in consumer materials will include potency; proper dosing; the delayed effects of edible marijuana products; and substance abuse and related treatment programs, marijuana tolerance, dependence, and withdrawal.

Our core product as a cultivator, manufacturer, and dispensary will be marijuana, which will come in a variety of strains and product types.

4.2 Pricing Structure

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

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5. MARKETING & SALES

5.1 Growth Strategy

SDI's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience;
4. A caring and thoughtful staff made of consummate professionals;

SDI plans to seek additional, appropriate locations in the Boston area to expand business and reach an increased number of customers in the future.

5.2 Communication

SDI will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old.

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

SDI will communicate with customers through:

1. www.sunnydayzcannnabis.com ;
2. A company blog;
3. Popular cannabis discover networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram and Facebook
5. Opt-in direct communications;

SDI will provide a list of the prices and strains of marijuana available to consumers and will post the same list on its website and in the retail store.

5.3 Sales

SDI will sell its product and service by engaging customers with knowledgeable in-store personnel.

SDI will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, SDI

will market its products and services to reach a wide range of qualified consumers.

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

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

5.4 Logo

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

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

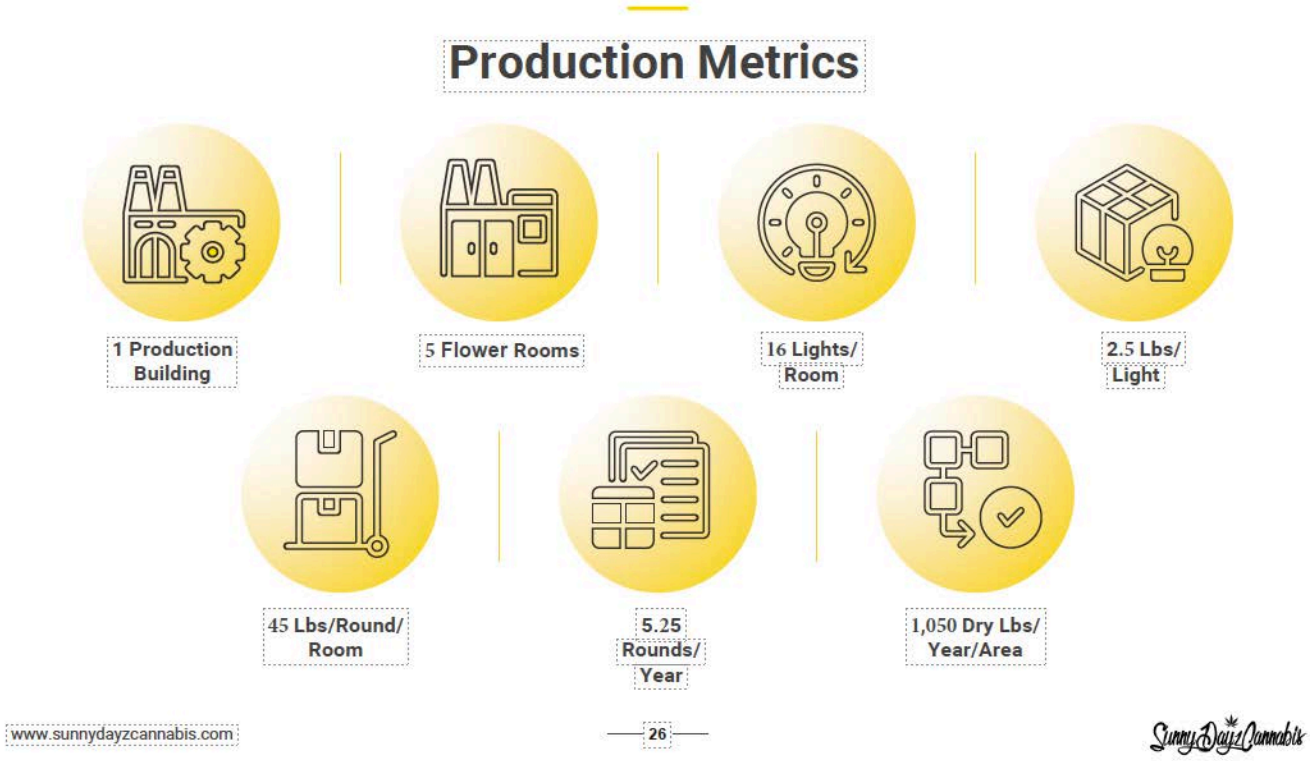
[An image of the logo can be found below:]

6. FINANCIAL PROJECTIONS

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue:					
KPI Cultivation	*2.5lb/light*	*2.6lb/light*	*2.70lb/light*	*2.8lb/light*	*2.8lb/light*
Annual lbs/light @ 5.0 rounds a year	*1,181*	*1,229*	*1,276*	*1,323*	*1,323*
Product Sales					
Wholesale (SDC)	$ -	$ -	$ -	$ -	$ -
Retail (SDC)	$ 7,092,816	$ 7,378,090	$ 7,661,863	$ 7,945,636	$ 7,945,636
Retail (3rd party SKU's)	$ 1,620,000	$ 1,620,000	$ 1,620,000	$ 1,620,000	$ 1,620,000
Total Product Sales	**$ 8,712,816**	**$ 8,998,090**	**$ 9,281,863**	**$ 9,565,636**	**$ 9,565,636**
Total Revenue	**$ 8,712,816**	**$ 8,998,090**	**$ 9,281,863**	**$ 9,565,636**	**$ 9,565,636**
Cost of Goods Sold					
Product Cost (Packaging, Cultivation Material)	241,142	248,376	255,827	263,502	271,407
Utility Cost	185,828	185,828	185,828	185,828	185,828
280e (Salary & Wages)	341,120	341,120	499,320	514,320	514,320
Insurance (Health, SSI, UI)	54,240	54,240	74,580	74,580	74,580
Payroll Tax & Benefits	51,168	51,168	74,898	77,148	77,148
3rd Party SKU's	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000
Total Cost of Goods Sold	**$ 1,953,498**	**$ 1,960,732**	**2,170,454**	**$ 2,195,379**	**$ 2,203,284**
Margin %	***77.58%***	***78.21%***	***76.62%***	***77.06%***	***76.97%***
Gross Profit	**$ 6,759,318**	**$ 7,037,358**	**7,111,409**	**$ 7,370,257**	**$ 7,362,352**
Operating Expenses:					
Salaries & Wages (see detailed headcount)	284,800	304,800	324,800	416,320	416,320
Insurance (Health, SSI, UI)	33,900	33,900	33,900	47,460	47,460
Payroll Tax & Benefits	42,720	45,720	48,720	62,448	62,448
Marketing	30,000	30,000	30,000	40,000	40,000
General Liability Insurance (BOP)	60,000	60,000	60,000	60,000	60,000
Property Tax	35,000	35,000	35,000	35,000	35,000
Professional Fee's	50,000	50,000	50,000	50,000	50,000
Other (i.e. License Renewal)	30,000	30,000	30,000	30,000	30,000
Total Operating Expenses	**$ 566,420**	**$ 589,420**	**$ 612,420**	**$ 741,228**	**$ 741,228**
EBITDA	**$ 6,192,898**	**$ 6,447,938**	**6,498,989**	**$ 6,629,029**	**$ 6,621,124**
EBITDA Margin	**71.08%**	**71.66%**	**70.02%**	**69.30%**	**69.22%**
Depreciation	96,000	96,000	96,000	96,000	96,000
Net Income Before Taxes	**$ 6,096,898**	**$ 6,351,938**	**$ 6,402,989**	**$ 6,533,029**	**$ 6,525,124**
Debt Repayment					
Net Income (Loss) Before State Taxes	6,096,898	6,351,938	6,402,989	6,533,029	6,525,124
State Income Tax (@ 6.25%)	381,056	396,996	400,187	408,314	407,820
Net Income (Loss) Before 280e Federal Taxes	5,715,842	5,954,942	6,002,802	6,124,715	6,117,304
280e Federal Income Tax (@ 30%)	2,027,795	2,111,207	2,133,423	2,211,077	2,208,706
Net Income (Loss) Before Township Tax	3,688,046	3,843,734	3,869,380	3,913,638	3,908,598
Township Tax (@ 3%)	-	-	-	-	-
Net Income (Loss) Before Excise Retail Sales Tax	3,688,046	3,843,734	3,869,380	3,913,638	3,908,598
Excise Tax Retail (@ 10.75%)	936,628	967,295	997,800	1,028,306	1,028,306
Total Taxes	**$ 3,345,479**	**$ 3,475,498**	**$ 3,531,410**	**$ 3,647,697**	**$ 3,644,832**
(% of Revenue)	*38%*	*39%*	*38%*	*38%*	*38%*
NET INCOME	**$ 2,751,419**	**$ 2,876,440**	**$ 2,871,579**	**$ 2,885,332**	**$ 2,880,292**
(% of Revenue)	***32%***	***32%***	***31%***	***30%***	***30%***

US GAAP Disclaimer: These projections are not prepared in accordance with US GAAP.

6.1 Financial Assumptions[1]



[1] [Can also include Profit & Loss, Cash Flow, Balance Sheet, Break Even Analysis]

7. TEAM

7.1 General

SDI will put together a team to execute the operations of the ME, SDI intends to create 45 full-time staff positions within the first three years of operations in Deerfield. SDI will have a diverse group of employees with a wide array of talent from highly experienced to laborers that are trained on the job.

7.2 Founder: Kenneth Bouquillon is the founder at SunnyDayz Inc. He has four decades of experience growing cannabis at scale and was the operator of a licensed cannabis facility in Washington State for 4 years. His skills include but are not limited to; indoor cultivation, facility design, product packaging, product marketing, dispensary sales, mechanical engineering, energy efficiency, building automation systems, and data analytics. This level of knowledge and experience in the cannabis industry gives SDI a large advantage over other companies in the MA adult-use market.

7.3 CEO / COO / CFO

CEO – Brian Hajdorovic

Brian Hajdarovic was a former Senior Vice President at GE Capital and graduate of GE's Commercial Leadership Program (CLP). As a Senior Vice President, he supported GE's commercial lighting division with structured financing solutions for large scale LED retrofits. For the last 3 years Brian has been the Chief Operating Officer at Adaptiiv Grow Technologies - a leading provider of sustainable cultivation technologies. Brian has a broad skill set ranging from financing, sales, product development, marketing, and commercial strategy. His leadership skills and corporate knowledge will guide SDI as the market matures .

CFO - We have not hired a CFO but have interviewed a few experienced individuals. As we get closer to completing construction, we will hire someone for that position,

Head of Security & Head of Cultivation

Head of Security: We have interviewed a few individuals but have not hired a person for head of security. We have focused on retired police officers and veterans but will continue to look for qualified applicants. As we get closer to completing construction, we will hire someone for that position.

Head of Security responsibility: Under the supervision of the Chief Executive Officer, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures for SDI, implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

- Provide general training to SDI agents during new hire orientation or re-current trainings throughout the year;

- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the SDI facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the SDI facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, Head of Security, Head of Cultivation, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of SDI agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the Easthampton Police and Fire Department.

Head of Cultivation: Ken Bouquillon will be the Chief Cultivation Officer and is responsible for all daily cultivation operations and maintenance of the Cultivation Facility.

Head of Cultivation responsibilities;

- Implement policies within the Cultivation Facility;
- Explain, train, and enforce SDI SOP's
- Continuously produce a high quality product
- Coordinate the cultivation team;
- Coordinate repairs and maintenance;
- Maintain a record of space allocations;
- Program and monitor the Environmental Control System (CEA);
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide Pest Management (IPM) Program.
- Be prepared for state inspections

8. FINAL REMARKS

SDI has the experience and know-how to safely and efficiently serve customers with high quality, consistent, laboratory-tested cannabis and derivatives. SDI will bring its high-quality standards to the adult-use market in MA and provide the best product they can possibly produce to the consumers. To accomplish this, SDI will employ proven protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. SDI's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both Consumers and staff and will help deter and prevent diversion.

SDI is prepared to position itself well in the MA adult-use cannabis market with an experienced team of successful operators that are working under an established framework of high quality standard operating procedures, with decades of genetic research and product development knowledge, and a keen understanding of growth strategies. In doing so, SDI looks forward to working cooperatively with all the municipalities in which it will operate to help spread the benefits this market will yield.

Maintaining of Financial Records

SDI will operate an Adult-Use Marijuana Cultivator and Processing Facility in accordance with applicable law and regulation and shall maintain general business and financial records in accordance with generally accepted accounting principles.

Business and financial records maintained by SDI will include manual or computerized records of: assets and liabilities; monetary transactions; books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with SDI in accordance with 935 CMR 500.105(9)(e).

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- Additional written business records will be kept, including, but not limited to, records of:
    - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
    - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
    - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

SDI shall conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data a. 935 CMR 500.140(6)

- SDI shall maintain records that it has performed the monthly analysis.935 CMR 500.140(6)/
- If SDI determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. 935 CMR 500.140.

- SDI shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. 935 CMR 500.140(6).
- SDI shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales. 935 CMR 500.140(6).
- SDI shall maintain and provide to the Commission, on a biannual basis, accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). 935 CMR 500.140(6).

Qualifications and Training

SDI will ensure that all employees hired to work at an SDI facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

SDI will ensure that all new staff complete a comprehensive training and orientation program prior to performing any related job functions in accordance with 935 CMR 500.105(2). Training will be tailored to the roles and responsibilities of the job functions of each dispensary/marijuana establishment agent. In addition to initial employee orientation, all staff shall receive at least sixteen (16) hours of on-going training annually, with equal training time allotted for addressing compliance with medical and adult-use program regulatory requirements. Staff training will focus on the following areas:

- Regulatory compliance
- Adult retail identification
- Safe marijuana handling practices
- Security and diversion
- Inventory and point-of-sale records
- Responsible vendor program

All of SDI's owners, managers, and employees that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will attend and successfully complete a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two

hours of responsible vendor training to marijuana establishment agents. SDI's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. SDI's owners, managers, and employees will then successfully complete the program once every year thereafter. SDI will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. SDI's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
    - Local and state licensing and enforcement;
    - Incident and notification requirements;
    - Administrative and criminal liability and license sanctions and court sanctions;
    - Waste disposal and health and safety standards;
    - Patrons prohibited from bringing marijuana onto licensed premises;
    - Permitted hours of sale and conduct of establishment;
    - Permitting inspections by state and local licensing and enforcement authorities;
    - Licensee responsibilities for activities occurring within licensed premises;
    - Maintenance of records and privacy issues; and
    - Prohibited purchases and practices.

Recordkeeping Procedures

General Overview

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

SDI will retain applicable records for a period of time no less than required by law and in accordance with 935 CMR 500.105(9). Such records will include but are not limited to written operating procedures and inventory and seed-to-sale tracking, personnel, general business and financial, sales and dispensing, and waste disposal records. SDI's management team will be responsible for the proper retention, storage and disposal of records that SDI generates, maintains and/or receives in the course of doing business.

SDI will protect the security, privacy and confidentiality of records as required by law, contract, or regulatory body, including those records containing confidential information. This includes adult consumer and employee records containing such information. All records subject to confidentiality restrictions will be stored securely, whether electronically or in hard copy.

Recordkeeping

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

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
    - Insurance Coverage:
        - Directors & Officers Policy
        - Product Liability Policy
        - General Liability Policy
        - Umbrella Policy
        - Workers Compensation Policy
        - Employer Professional Liability Policy
    - Third-Party Laboratory Contracts

    - Commission Requirements:
        - Annual Agent Registration
        - Annual Marijuana Establishment Registration
    - Local Compliance:
        - Certificate of Occupancy
        - Special Permits
        - Variances
        - Site Plan Approvals
        - As-Built Drawings
    - Corporate Governance:
        - Annual Report
        - Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products;
    - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with SDI, including members, if any.
- Personnel Records: At a minimum will include:
    - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
    - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with SDI and will include, at a minimum, the following:
        - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
        - Documentation of verification of references;
        - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
        - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

        - Documentation of periodic performance evaluations; and
        - A record of any disciplinary action taken.
        - Notice of completed responsible vendor and eight-hour related duty training.
    - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
    - Personnel policies and procedures; and
    - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
    - SDI will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
    - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
    - SDI will use a POS Software system to maintain real-time inventory. The inventory reporting of the POS Software system will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
    - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
    - Within ten (10) calendar days, SDI will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by SDI for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records

    - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
    - When marijuana or marijuana products are disposed of, SDI will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two SDI agents present during the disposal or handling, with their signatures. SDI will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
    - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
    - Twenty-four (24) hour recordings from all video cameras will be available for immediate viewing by the Commission upon request and will be retained for at least ninety (90) calendar days.
- Transportation Records
    - SDI will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
    - In the event SDI closes, all records will be kept for at least two (2) years at SDI's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, SDI will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to SDI's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
    - Security measures in compliance with 935 CMR 500.110;

- Agent security policies, including personal safety and crime prevention techniques;
- A description of SDI's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
    - Diverted marijuana, which will be reported the Police Department and to the Commission;
    - Engaged in unsafe practices with regard to SDI operations, which will be reported to the Commission; or
    - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of SDI, and members, if any, of the licensee will be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on EHARP's website.
- Policies and procedures for the handling of cash on SDI premises including but not limited to storage, collection frequency and transport to financial institution(s).

- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
    - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
    - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
    - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
    - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

Quality Control and Testing

SDI will contract with one or more Independent Testing Laboratory for the testing of all marijuana and marijuana products (including finished marijuana flower, cannabis resins, cannabis concentrates, and infused/edible products) and will ensure that such products meet applicable quality standards prior to any sales for adult use, as required by 935 CMR 500.160.

All environmental media used to cultivate marijuana (e.g., soils, water) shall be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Marijuana Dispensaries*, as published by DPH. All marijuana and marijuana products shall be tested for cannabinoid profile and contaminants in compliance with the *Protocol for Sampling and Analysis of Finished Marijuana Products and Marijuana-Infused Products*, as amended in November 2016, and published by DPH. Testing for contaminants will include but is not limited to mold, mildew, heavy metals, plant-growth regulators, and presence of pesticides.

SDI's contracted Independent Testing Laboratory will be registered with the Commission and have appropriate accreditation or certification as applicable. No executive of SDI shall have a financial or other interest in an Independent Testing Laboratory and no employee of an Independent Testing Laboratory providing testing services to SDI shall receive any direct or indirect compensation from SDI. All transportation of marijuana to and from an Independent Testing Laboratory shall comply with the requirements under 935 CMR 500.105(13).

In the event laboratory testing results indicate unacceptable contaminant levels, all marijuana or marijuana products from the same batch number as the contaminated sample(s) will be promptly removed from the applicable cultivation or storage area and transferred to the disposal room. Testing results will be reported in SDI's inventory tracking software and inventory levels adjusted accordingly. SDI management and cultivation staff will review the results and other relevant records to the cultivation and processing of the affected batch(es) to assess the source of potential contaminants and implement appropriate remediation. SDI shall report unacceptable testing results that cannot be remedied to the Commission and DPH within 72 hours. SDI shall retain all testing results for a period of no less than one year.

Quality Control

SunnyDayz Inc ("SDI") will comply with the following sanitary requirements:

1. Any SDI agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, will be subject to the requirements for food handlers specified in 935 CMR 105.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the

sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.

2. Any SDI agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
    a. Maintaining adequate personal cleanliness; and
    b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. SDI's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in SDI's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. SDI's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. SDI will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. SDI's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. SDI's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. SDI's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. SDI will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. SDI will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. SDI's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout

the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;

13. SDI will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. SDI will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. SDI will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

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

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

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

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

Testing

SDI will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of SDI's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of SDI's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

SDI's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

SDI will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of SDI's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to SDI for disposal or by the Independent Testing Laboratory disposing of it directly.

Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b), SunnyDayz Inc ("SDI") will only be accessible to authorized individuals 21 years of age or older with a verified and valid, government-issued photo. Upon entry into the premises of the marijuana establishment by an individual, an SDI agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

In the event SDI discovers any of its agents intentionally or negligently sold or diverted marijuana to any individual, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). SDI will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), SDI will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. SDI will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. SDI will not produce any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, "**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.**" Pursuant to 935 CMR 500.105(6)(b), SDI's packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. SDI's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Safety Plan for Manufacturing:

All agents will complete mandatory safety training sessions. SDI agents and SDI management will have the following responsibilities when it comes to health and safety:

- SDI Management:
  - Ensure the health and safety of all agents.
  - Correct any workplace conditions that are hazardous to the health and safety of agents.
  - Inform agents about any remaining hazards.
  - Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility.
  - Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that they comply with them.
  - Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them.
  - Provide agents with education, supervision, and training specific to equipment.
  - Perform ongoing reviews and updates to policies and procedures as needed.
- SDI Agents:
  - Take care to protect health and safety and the health and safety of others who may be affected by individual actions.
  - Comply with all regulations and other legal requirements.
  - Follow established safe work procedures.

    - Use the required personal protective equipment.
    - Refrain from horseplay or similar conduct that may endanger others.
    - Ensure individual ability to work safely is not impaired by drugs or alcohol.
    - Report accidents and other incidents (including near misses) to the Production Manager.
    - Report the following to the Production Manager:
        - A hazard that might endanger SDI agents;
        - A problem with personal protective equipment or clothing; or
        - Any suggestions to improve workplace safety.

<u>SDI Lab and Production Agent Health and Safety Program</u>

SDI has identified eight basic components which have been identified to help prevent accidents and injuries from happening in the SDI facility, as well as to help deal effectively with any incidents that do occur. These components are:

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

An annual Health and Safety Program review will be carried out to address current concerns.

SunnyDayz Inc Energy Efficiency Plan

SunnyDayz Inc (SDI) will top the cannabis power score in Massachusetts. SDI will build new, energy efficient, engineered metal buildings with a cold weather insulation package. The R-value will be much higher than required by the state building code which will save on our heat needed during winter months. These new buildings will not only be designed for overall energy efficiency but also tight security.

We will be implementing the Adaptiiv Grow Technologies advanced grow system which includes; liquid-cooled LED lights that are DLC Hort and UL listed, the most energy efficient Dehumidifying Air Handling units on the market, air-cooled micro-channel chillers with heat recovery, and an IoT Building Automation System (SAAM) that provides more data than any other system in the industry.

No other grow system is able to scavenger waste heat like we do at SDI. With the combination of waste heat captured from the liquid-cooled lights and the captured waste heat from the chillers, SDI will be the first cannabis facility in MA that uses zero on-site fossil fuel. In short, we will produce the heat needed to maintain temperature and humidity in the grow rooms, provide warm potable water for employees, and temper the ancillary space, all from waste heat that's captured and controlled thru advanced technology.

SDI will use the purpose designed, purpose built AGT Dehumidifying AHU's which are the most efficient in the industry. These units have an air-to-air heat exchanger that pre-heats and pre-cools the air as it comes and goes from the unit during the dehumidification process to save over 50% of the energy used by other dehumidifiers. This unit is also designed to operate from small teenager plants with minimal latent loads to full mature plants with a massive latent load and still have finite control over the environment. The units are custom built to the desired parameters provided by the cultivator for maximum efficiency.

SDI uses custom built air-cooled chillers with heat recovery. These highly efficient units use advanced technology micro-channel to operate at ambient temps below -20F while still capturing the waste heat off the compressors. No major companies like Trane, Diakin, or Carrier make chillers that can operate at these low ambient temps experienced during Massachusetts winters while still capturing waste heat.

SDI uses a custom high porosity soil medium which uses much less water than crop steering. We have virtually no run-off so we use less water and nutrients. Most of the nutrients we use are carbon based (organic) so we can re-use the soil round after round. We use custom made stainless steel machines that separate the roots from the soil. This practice of re-using the soil is the only sustainable grow medium solution in the industry. While other companies continue to throw rockwool and coco into the landfill, we recycle all our soil.

The AGT system we are implementing at SDI will set the standard for energy efficiency in the cannabis industry.

QBG f_q Identificb potential energy use reduction opportunities, Uc _pc glajsbgle l_rsp_j jgefr gl _jj _pc_q md msp d_agjgrw u fcpc _nnjga_`jc* glajsbgle mddgacq _lb `pc_i pmm kq. 935 CMR 500.105(15),

SDI has considered multiple opportunities for renewable energy generation. Due to our facility being relatively small - these opportunities are not applicable. The cost of said opportunities far exceeds a reasonable ROI to pay for the upfront cost and installation and maintenance of renewable energy generation. 935 CMR 500.105(15)

Additional natural lighting has been added to the final design - where applicable and not to interfere with security of facility. Natural lighting will be available in the Dispensary as well as the Company Break-room and Offices.

QBG fcjb k sjrgnjc k ccrgleq ugrf Ctcpqmspac _lb rfcgp 1pb n_prw KCN dgp k BKG, Rfc amlajsqgml md rfcqc k ccrgleq u_q rf_r bsc rm _ e_q k mp_rmpgs k gl msp _pc_ rf_r rfcpc umsjb `c jgrrjc rm lm glaclrgtc _t_gj_`jc, Dsprfcp k mpc rfcpc u_q _l sndpmlr amqr _qqmag_rcb ugrf amlbsargle _l glaclrgtc qrsbw* ugrf lm es_p_lrcc rf_r rfc qrsbw umsjb npmbsac clmsef b_r_ rm npmtgbc QBG ugrf _ k c_lgledsj glaclrgtc, Rfgq qrsbw umsjb `c `mrf j_`mp glrclqgtc _lb amqrjw dmp QBG rm n_prgagn_rc gl,

Personnel Policies Including Background Checks

SDI will maintain all personnel policies and procedures in an employee handbook. These policies will address a wide variety of topics including information on employee benefits, vacation and sick time, work schedules, confidentiality, criminal background checks, security, employee identification and facility access, personal safety and crime prevention techniques, alcohol, drug and smoke-free workplace (935 CMR 500.105 (1)), and grounds for discipline and termination. Each employee will be required to review the handbook and attest to their understanding of SDI's personnel policies and procedures. SDI will review its employee handbook periodically and communicate any changes to its employees.

SDI will also maintain a personnel record for each Marijuana Establishment and Dispensary Agent which will be maintained for at least 12 months after termination of the individual's affiliation with SDI. The personnel record will include all of the information required under 935 CMR 500.105(9)(d), including job descriptions, references, documentation of orientation and training, performance evaluations and record of any disciplinary action.

All confidential information will be handled through a secure portal with limited access to only owners, and pertinent employees that require certain information as part of general compliance, legal, and background policies. All information will be deleted after 1-yr from termination date.

Job Descriptions - A staffing plan with job descriptions and records in compliance with 935 CMR 500.105(9). 935 CMR 500.105(1)

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security will be responsible for the development and overall management of the Security Policies and Procedures for SDI, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to SDI agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the SDI facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the SDI facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of SDI agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;

- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents will monitor SDI's security systems including alarms, video surveillance, and motion detectors. Security Agents will be responsible for ensuring that only authorized individuals are permitted access to the SDI facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents will perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and SDI agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the SDI facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort SDI agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager will be responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties will include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates will support the Inventory Manager during day-to-day operations. Responsibilities will include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;

- Ensuring products are properly stored, labeled, and recorded in the POS Software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring EHARP's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at SDI will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for SDI, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of SDI agents;
- Review and revise SDI personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for SDI agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Director of Cultivation: The Director of Cultivation will be responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

Cultivation Manager: The Cultivation Manager will supervise and participate in all aspects of daily Cultivation Facility tasks. The Cultivation Manager will operate under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance;

- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and
- Coordinate with relevant staff regarding harvest schedules.

Cultivation Technician: Cultivation Technicians will be responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians will report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities will include, but are not limited to:

- Irrigation;
- Pruning;
- Harvesting;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

Production Manager: The Production Manager will be responsible for all post-harvest handling of marijuana. The Production Manager will coordinate directly with the Cultivation Manager regarding harvest schedules. The Production Manager will report directly to the Director of Cultivation and be responsible for the following:

- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into a POS Software system;
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault; and
- Relaying information to the Inventory Manager for sales purposes.

Trim Technicians: Trim Technicians shall be responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians will report directly to the Production Manager and are responsible for:

- Receiving daily tasks from the Production Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

Production Manager: Will be responsible for production of all concentrates and marijuana products created by SDI. This will include, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the POS Software system;
- Creating high purity concentrate from ice water extraction for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;
- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

Lab/Production Assistant: Will be responsible for supporting the Production Manager during day-to-day operations. This will include, but is not limited to:

- Drying and grinding cultivated material in preparation ice water extraction;
- Unpacking and cleaning the extraction equipment;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with SDI and will include, at a minimum, the following:

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

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

Staffing Plan and Business Hours

Hiring and Recruitment

SDI's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated of whether specific positions need to be created in response to company needs. EHARP's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- SDI's Diversity Plan and Community Initiatives;
- SDI's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

Standards of Conduct

SDI is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is SDI's mission to provide a professional workplace free from harassment and discrimination for employees. SDI will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to SDI's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at SDI employees or customers also is condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on SDI's facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at SDI varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Cultivator and Product Manufacturer Facility

Monday:	6am – 11pm
Tuesday:	6am – 11pm
Wednesday:	6am - 11pm
Thursday:	6am - 11pm
Friday:	6am - 11pm
Saturday:	6am - 11pm
Sunday:	6am - 11pm

Overview of Personnel Policies and Procedures

Standard Employment Practices

SDI values the contributions of its management and staff positions. SDI will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

SDI's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. Sq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, and compliance hotline.

Investigations

SDI will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et. seq.

Designated Outside Counsel

SDI may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at SDI are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting schedule by the department manager. The department managers will provide agendas for all meeting and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

SDI leave policies will comport with all state and federal statutes.
All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. SDI will determine which holidays will be observed and which departments will not be required to work. SDI will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

SDI anticipates observing the following holidays:

- New Year's Day;
- Memorial Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

SDI's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of SDI's discipline policy and procedure have been designed consistent with SDI's organizational values, best practices, and employment laws.

SDI reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some

of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on SDI's organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, SDI recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, SDI will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, SDI reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between SDI and its employees.

Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from SDI, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

Types of Separation

1. *Resignation*
   Resignation is a voluntary act initiated by the employee to end employment with SDI. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. *Retirement*
   An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of SDI to give special recognition to employees at the time of their retirement.

3. *Job Abandonment*
   An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. *Termination*
   Employees of SDI are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. *Reduction in Workforce*
   An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. *Release*
   Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

7. Immediate Dismal - For any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for felony charge of distribution to a minor 935 CMR 500.105(1)

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits

An employee separating from SDI is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, SDI believes that it is in the best interest of both the organization and SDI's employees to fairly compensate its workforce for the value of the work provided. It is SDI's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at SDI, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team and will give final approval for the compensation system that will be used by SDI.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that SDI is staffed with highly qualified, fully competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

<u>Agent Background Checks</u>

- In addition to completing the Commission's agent registration process, all agents hired to work for SDI will undergo a detailed background investigation prior to being granted access to an SDI facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for SDI pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), SDI will consider:
    a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
    b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
    c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration

in any institution, the look back period will commence upon release from incarceration.

- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, SDI will:
    a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
    b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, SDI will consider the following factors:
        i. Time since the offense or incident;
        ii. Age of the subject at the time of the offense or incident;
        iii. Nature and specific circumstances of the offense or incident;
        iv. Sentence imposed and length, if any, of incarceration, if criminal;
        v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
        vi. Relationship of offense or incident to nature of work to be performed;
        vii. Number of offenses or incidents;
        viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
        ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
        x. Any other relevant information, including information submitted by the subject.
    c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, SDI will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the

applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
    - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by SDI along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by SDI or the Commission.

Diversity Plan

VISION

SunnyDayz Inc (SDI) is a Massachusetts Corporation that will establish a policy of diversity and inclusion which promotes a work environment that focuses on equality, fairness, and empowerment. To achieve this company policy, SDI's workforce will be comprised of individuals with diverse backgrounds, genders, ethnicities, LGBTQ+. At SDI we will provide a work environment that is safe, nurturing, and accessible to all. SDI intends on creating a work environment feedback program and diversity committee. These employees will host quarterly meetings and roundtables with SDI's senior leadership team to discuss a wide range of topics and policies regarding diversity and workplace inclusion. This will serve as a critical benchmark to ensure that SDI is meeting its commitments to employees by providing a discrimination-free and equitable work environment.

MISSION STATEMENT

SunnyDayz is committed to promoting diversity and inclusion at all levels of our company. It is a pillar of our corporate values of integrity, honesty, trust, inclusion, and protecting people and the environment. Diversity, and the inclusion of different ideas from different backgrounds is a strength that promotes a strong workforce and innovation.

4 Pillars of SDI's Diversity & Inclusion Plan

1. Goals & Objectives
2. Recruitment and Retention
3. Promote Awareness and Diversity Education
4. Measure Goals and Encourage Employee Feedback

1. Goals & Objectives

SDI will build a workforce that reflects the diversity and demographics of Western MA. SDI is an equal opportunity employer, once approved by the CCC to commence operations, we will build a work force with diversity and policies that maintain a healthy, fair work environment for all. Our workforce will include people of color, particularly Black, African Americans, Hispanic, Latinx and Indigenous people, women, veterans, people with disabilities, and LGBTQ+ people .

SDI intends to hire roughly 62 employees in the first 12-months of operations. Our goals and objectives will include the following:

a. SDI intends to build a workforce that is comprised of diverse and/or adversely impacted demographic backgrounds. SDI's will target each demographic to meet a company required percentage of total work force: Women (50%), people of color, particularly Black, African Americans, Hispanic, Latinx and Indigenous people (10%), LGBTQ+ people (5%), Veterans (10%), Persons with Disabilities (5%)

b. SDI will track and maintain an employee count to ensure that we are meeting our goals and objectives of maintaining a diverse.
c. SDI will use recruitment agencies to select new hires and candidates that meet one of the above demographics so that they will have priority interview slots to fill any open positions.
d. SDI will also seek to hire Vendors that adhere to our policy of diversity and inclusion. SDI has already identified Vendor partners that are people of color, particular Black, African Americans, Hispanic, Latinx, and Indigenous people, veteran owned, and woman owned.
e. SDI will implement a Vendor selection process that will aid in our goal of promoting minority owned businesses: Women (50%), people of color, particular Black, African Americans, Hispanic, Latinx, and Indigenous people (10%), LGBTQ+ people (5%), Veterans
(10%), Persons with Disabilities (5%).

2. <u>Recruitment and Retention</u>

SDI will seek to work with recruitment agencies that share the same values and initiatives around inclusion and diversity. This will be a mandatory focus for all outside agencies as SDI looks to establish a diverse and qualified workforce.

a. SDI will mandate that all hiring managers and company executives participate in Diversity Recruitment training.
    a. https://hr.university/hr-certification-online/diversity-and-inclusion-certification/
    b. 20-hour course focused on Diversity and Inclusion Curriculum
b. SDI's feedback program will make sure that those who have already been hired by SDI have a platform to speak directly with company leadership about workplace inclusion, diversity, and employee happiness.
c. SDI will implement an employee promotion and succession plan that will focus on skill set development, training, and promotional opportunities for diverse employees.
d. SDI will use LGBT Connect (lgbtconnect.com) for the recruitment of LGBTQ+ employees.
e. SDI will use Facebook, Indeed, Salary.com for the recruitment of employees.
f. SDI intends to recruit at least 1x a year depending on open positions.

3. <u>Promote Awareness and Diversity Education</u>

SDI will host and/or sponsor a bi-annual webinar series that is focused on providing Diversity & Inclusion education to all of SDI's employees (up to 10 employees). This webinar series will be a combination of internally driven trainings as well as hiring 3rd party DE&I (Diversity, Equity, and Inclusion Initiative) specialist to run the program.

a. https://circaworks.com/webinars/?creative=462294469414&keyword=dei%20webinar&matchtype=b&network=g&device=c&gclid=CjwKCAjwtcCVBhA0EiwAT1fY70Jsm_MpCfrAdm3BxCj95uAKdtbMQCwmLNme5ECc5LFQlNoZcJQf5xoCyy8QAvD_BwE

4. **Measure Goals and Encourage Employee Feedback**

SDI will conduct quarterly "Round-Table" discussions with its workforce. Each year the leadership team will issue a Diversity & Inclusion Plan. The round-table meetings will give each employee the opportunity to provide feedback, suggestions, etc. to SDI's leadership team, this will ensure that the SDI leadership team is meeting the goals and objectives set forth at the beginning of the year. Prior to each quarterly meeting, Employees will be presented a Diversity & Inclusion Survey. This survey will serve as a metric/benchmark to evaluate and quantity SDI's success in meeting the Goals and Objectives.

Separately, SDI's procurement team will provide a quarterly breakdown of Vendors and Partnerships to SDI's Leadership team. SDI's procurement team will be tasked with evaluating all vendors according to our Pillars of Diversity & Inclusion. This task will involve interviews with the CEO's, public mission statements, and references from others.

SDI will conduct quarterly assessments of employee demographics to see if it is meeting its goal of maintaining a diverse and inclusive workforce. The quarterly demographics assessment along with the survey data will be compiled and presented to SDI's Board of Directors each quarter. This will allow the SDI leadership team to deploy strategies each consecutive quarter to maintain and/or expand our total % of diverse employees.

SUMMARY

SDI is committed to our diversity plan and states the following:

- The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4)
- Any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws
- 120 days after license renewal, and annually thereafter, SDI will provide the Commission with copies of our quarterly Diversity & Inclusion Reports. These will include employee demographic metrics and a comprehensive outline of our internal employee surveys.