



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284479
Original Issued Date: 09/13/2022
Issued Date: 01/15/2026
Expiration Date: 02/15/2027

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Xhale New England Dispensary LLC

Phone Number: 617-592-4318 Email Address: aperkins@xhalenewengland.com

Business Address 1: 888 Morton St

Business Address 2:

Business City: Mattapan

Business State: MA

Business Zip Code: 02126

Mailing Address 1: 888 Morton St

Mailing Address 2:

Mailing City: Mattapan

Mailing State: MA

Mailing Zip Code: 02126

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number: EE202222

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 24.5

Percentage Of Control:

24.5

Role: Owner / Partner

Other Role:

First Name: Anthony **Last Name:** Perkins **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 25.5 **Percentage Of Control:**
25.5
Role: Owner / Partner **Other Role:**
First Name: Omar **Last Name:** Lawrence **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 24.5 **Percentage Of Control:**
24.5
Role: Owner / Partner **Other Role:**
First Name: Sharon **Last Name:** Perkins-Allen **Suffix:**
Gender: Female **User Defined Gender:**
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 25.5 **Percentage Of Control:**
25.5
Role: Owner / Partner **Other Role:**
First Name: Jarrell **Last Name:** Perkins **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)
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

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 888 Morton St

Establishment Address 2:

Establishment City: BostonEstablishment Zip Code: 02124

Approximate square footage of the establishment: 3000How many abutters does this property have?: 2

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Executed HCA	XHale New Eglnd 2024 HCA 2nd Amendment fully executed.pdf	pdf	6919ffbec1a1ec508a0b5b92	11/16/2025

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	Xhale - PLAN FOR POSITIVE IMPACT.pdf	pdf	61db7427dc96b108e55112cc	01/09/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:Other Role:

First Name: AnthonyLast Name: PerkinsSuffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role:Other Role:

First Name: OmarLast Name: LawrenceSuffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role:Other Role:

First Name: SharonLast Name: PerkinsSuffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Date generated: 06/01/2026

Role:	Other Role:
First Name: Jarrell	Last Name: Perkins Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION
No records found

MASSACHUSETTS BUSINESS REGISTRATION
Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Xhale Ltr of GS .pdf	pdf	6186061fbd22c237911311f6	11/06/2021
Department of Revenue - Certificate of Good standing	Xhale DOR Certificate of GS.pdf	pdf	618b425f6155aa37c42566cf	11/09/2021
Articles of Organization	Xhale Op Agreement Final.pdf	pdf	61a629f1e815a03cd940b277	11/30/2021
Articles of Organization	Xhale Letter of Legal Existence.pdf	pdf	61bfdac57baa3f462ea47937	12/19/2021
Secretary of Commonwealth - Certificate of Good Standing	Xhale - DOUA Affidavit.pdf	pdf	61bfdb8d0183444639b5d459	12/19/2021
Articles of Organization	Xhale - Cert of Organization.pdf	pdf	61db76e2d04772090d59b55d	01/09/2022

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	DUA - Compliance 2026.png	png	691a0170af1485a6ac5c05ff	11/16/2025
Department of Revenue - Certificate of Good standing	DOR CGS.pdf	pdf	6933985078e4c85baa074b4f	12/05/2025
Secretary of Commonwealth - Certificate of Good Standing	Mass CGS 2026.pdf	pdf	6933989378e4c85baa074b83	12/05/2025

Massachusetts Business Identification Number: 001522344

Doing-Business-As Name: Xhale New England Dispensary LLC

DBA Registration City: Boston

BUSINESS PLAN
Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Xhale New England Business Plan (a).pdf	pdf	6186825ee3155f31cafcd5de	11/06/2021
Plan for Liability Insurance	Plan for liability insurance.pdf	pdf	6186828699d47637982bbb23	11/06/2021
Proposed Timeline	Xhale - Timeline_2025.pdf	pdf	69339c3dfe58050a08ca85dc	12/05/2025
Business Plan	Attestation Letter PDE 12052025.pdf	pdf	69339e0e78e4c85baa074c63	12/05/2025
Capitalization Table	2025 Xhale Capital Resources Disclosure1.pdf	pdf	693c7621fe58050a08d0e69b	12/12/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	Xhale - MAINTAINING OF FINANCIAL RECORDS.pdf	pdf	618b4c3744662a31f289206d	11/09/2021
Record Keeping procedures	Xhale - RECORD KEEPING PROCEDURES.pdf	pdf	618b4c63d5b18b31d5996890	11/09/2021
Prevention of diversion	Xhale - PREVENTION OF DIVERSION.pdf	pdf	618b4f3e7f037d37d69bc071	11/09/2021
Storage of marijuana	Xhale - STORAGE OF MARIJUANA.pdf	pdf	61c4004d0183444639b5e692	12/22/2021
Transportation of marijuana	Xhale - TRANSPORTATION.pdf	pdf	61c40076bccaf2464fd8093d	12/22/2021
Inventory procedures	Xhale - INVENTORY.pdf	pdf	61c4010e7baa3f462ea48b7e	12/22/2021
Restricting Access to age 21 and older	Xhale - RESTRICTING ACCESS TO AGE 21 AND OLDER.pdf	pdf	61c4012a90ca3b46232e1a83	12/22/2021
Quality control and testing	Xhale - QUALITY CONTROL AND TESTING.pdf	pdf	61c4014ad3dd284475be498a	12/22/2021
Dispensing procedures	Xhale - DISPENSING PROCEDURES.pdf	pdf	61c4017f922a104454b6aae0	12/22/2021
Quality control and testing	Xhale - QUALIFICATIONS AND TRAINING.pdf	pdf	61c401e084fb17447c43db74	12/22/2021
Plan for obtaining marijuana or marijuana products	Xhale - PLAN FOR OBTAINING MARIJUANA OR MARIJUANA PRODUCTS.pdf	pdf	61c4021e922a104454b6aae4	12/22/2021
Personnel policies including background checks	Xhale - PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	61db7754879c73091c80f3fb	01/09/2022
Diversity plan	Xhale - DIVERSITY1.pdf	pdf	61e1d28da828d708f050ad8c	01/14/2022
Security plan	Xhale - Dispensary Safety SOP.pdf	pdf	6934c16b78e4c85baa078de7	12/06/2025
Energy Compliance Plan	Xhale - ENERGY EFFICIENCY AND CONSERVATION 12.4.pdf	pdf	6934c17078e4c85baa078dfb	12/06/2025

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

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 Agree

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024
Progress or Success Goal 1

Description of Progress or Success: No Progress at this time.

COMPLIANCE WITH DIVERSITY PLAN
Diversity Progress or Success 1

Description of Progress or Success: No Progress at this time.

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 PM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 10:00 AM	Sunday To: 4:00 PM



Ant Perkins <antperkins617@gmail.com>

Re: BCB Approval - XHale New England, 888 Morton Street

Jasmin Winn <jasmin.winn@boston.gov>

Tue, Jun 20, 2023 at 9:28 AM

To: Ant Perkins <antperkins617@gmail.com>

Cc: Robert Arcangeli <robert.arcangeli@boston.gov>, Cannabis Board <cannabisboard@boston.gov>

Hi Anthony

There are no municipal costs associated with Xhale New England located at [888 Morton St Mattapan](#) at this time. Please send all future correspondence to cannabisboard@boston.gov. As Robert Arcangeli is no longer corp counsel to the BCB.

Best,
Jasmin

On Mon, Jun 19, 2023 at 9:22 AM Ant Perkins <antperkins617@gmail.com> wrote:

Hello,

In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Xhale New England is currently still in process of trying to open, but would like to request any records of any costs imposed on the city or town that are reasonably related to the operation of our establishment.

Please let us know if you have any questions or comments.

Thank you
Xhale New England

On Mon, Dec 6, 2021 at 11:17 AM Robert Arcangeli <robert.arcangeli@boston.gov> wrote:

Any,

Executed Certification Form is attached. PLease let me know if you have questions.

-Rob

On Fri, Dec 3, 2021 at 10:39 PM Ant Perkins <antperkins617@gmail.com> wrote:

Hi Robert,

The Mass Cannabis Commission needs a HCA certification form signed. Would you be able to sign the attached form and send back over to me. Please let me know if any question or issues.

thank you
Anthony Perkins
Xhale New England

On Mon, Jun 28, 2021 at 2:15 PM Robert Arcangeli <robert.arcangeli@boston.gov> wrote:

Ant,

Please find attached a fully executed HCA. PLease let me know if you have any questions.

Best,
Rob

On Fri, Jun 25, 2021 at 3:00 PM Ant Perkins <antperkins617@gmail.com> wrote:

Please see the signed HCA. If there are any issues please let us know.

Thank you

On Wed, Jun 23, 2021 at 11:25 AM Robert Arcangeli <robert.arcangeli@boston.gov> wrote:

Hello All,

Attached please find the proposed HCA for the above establishment. Please let me know if you have any questions, edits or concerns.

Best,
Rob

On Tue, Jun 22, 2021 at 1:54 PM Lesley Hawkins <lesley.hawkins@boston.gov> wrote:

Good afternoon,

Thank you for appearing at the March hearing of the Boston Cannabis Board (the "BCB"); the BCB has granted your application for a retail cannabis dispensary license. The Voting Agenda is attached.

Assistant Corporation Counsel Robert Arcangeli, cc:ed here, will provide a draft Host Community Agreement incorporating any standard conditions placed by the BCB on a license or any conditions specific to the grant of your license for your review and input within the next week.

The next step in your licensure process is your Zoning Board of Appeals hearing. Please contact zba@boston.gov to schedule your hearing. We will also communicate the BCB's vote to the Zoning Board of Appeals.

As you are aware, you must also obtain licensure from the [Cannabis Control Commission](#) (the "CCC"). Pursuant to the BCB's Rules and Regulations Section 3.08, as a licensee granted a license by the BCB pending review by the CCC, you must submit a written status report regarding its application before the CCC every three (3) months and annually upon submission of the annual renewal application.

As a certified equity applicant you are eligible for technical assistance through the Office of Economic Development. Should you wish to obtain such assistance please contact Alia Forrest who is cc:ed on this email.

The BCB looks forward to working with you as you finalize the cannabis licensure process. The BCB's staff is here as a resource both throughout the process and once you have opened your licensed premise. Please do not hesitate to contact us with any questions.

Thank you,

Lesley

Lesley Delaney Hawkins, Esq.

Executive Secretary | Licensing Board for the City of Boston & Boston Cannabis Board | 617•635•4170 | [1 City Hall Square, Room 809, Boston, MA 02201](#)

CITY of BOSTON

SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).

SIGN UP FOR PERIODIC UPDATES FROM THE LICENSING BOARD. [Licensees](#). [Attorneys and Practitioners](#).

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Assistant Corporation Counsel
City of Boston Law Department
City Hall, Room 615
Boston, MA 02201
(617) 635-4044
robert.arcangeli@boston.gov

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Jasmin Winn

Cannabis Board Manager | [Boston Cannabis Board](#) | 617•635•2330 | [1 City Hall Square, Room 809, Boston, MA 02201](#)

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Executive Secretary | Licensing Board for the City of Boston & Boston Cannabis Board | 617•635•4170 | [1 City Hall Square, Room 809, Boston, MA 02201](#)

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PLAN FOR POSITIVE IMPACT

Goal: Recruit at least 15% of the establishment's employees from Boston and a combined 20% from Massachusetts who have or have parents or spouses who have past drug convictions.

Program: To achieve this goal Xhale will:

1. Recruit from state and local employment staffing groups and organizations such as Operation Exit, Restorative Justice, Bay State Staffing and Winter Wyman at least (1) annually depending on need
2. Participate in local hiring events and job fairs at least (1) annually depending on need
3. Work to develop a network with other local cannabis establishments to provide referrals of qualified applicants, with a specific focus on hiring individuals with past drug convictions, that have completed job-training and re-entry programs, are under court supervision, and who otherwise meet the criteria for employment.

Measurements: Xhale will assess through monitoring the number of our employees that have or have parents or spouses who have past drug convictions through background checks of employees, CORIs and questionnaires to confirm we are meeting our goal of maintaining / increasing in these positions.

Goal: Provide Xhale's owners assets (time management skills, organization skills, finance skills) towards endeavors that will have a positive impact towards the promotion of sustainable social and economic reparative practices in the cannabis industry in Massachusetts.

Program: To achieve this goal Xhale will:

1. Xhale will offer informational sessions to assist community members (at a minimum of 5 participants), who are interested in opening or being involved in the cannabis industry. Topics to range from Entrepreneurship, Fiscal Responsibility and Real Estate.
2. Xhale will offer consulting support (real estate / finances) to at least 1 potential business that is in the application process.

Measurements: Xhale will measure this goal by the number of informational sessions held per annum. Initially we hope to see significant interest to hold at least (2) informational sessions per annum.

The plan contains the timeline for showing progress or success of its plan. At a minimum, the plan acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

Xhale acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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

William Francis Galvin
Secretary of the
Commonwealth

October 19, 2021

TO WHOM IT MAY CONCERN:

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

XHALE NEW ENGLAND DISPENSARY LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 27, 2021**.

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

I also certify that the names of all managers listed in the most recent filing are:
ANTHONY PERKINS, SHARON PERKINS-ALLEN, OMAR LAWRENCE, JARRELL PERKINS

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ANTHONY PERKINS, SHARON PERKINS-ALLEN, OMAR LAWRENCE, JARRELL PERKINS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ANTHONY PERKINS, SHARON PERKINS-ALLEN, OMAR LAWRENCE, JARRELL PERKINS**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

Secretary of the Commonwealth





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

mass.gov/dor

Letter ID: L0889560256
Notice Date: November 9, 2021
Case ID: 0-001-313-191



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



XHALE NEW ENGLAND LLC
888 MORTON ST
MATTAPAN MA 02126-2465

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, XHALE NEW ENGLAND LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 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

XHALE NEW ENGLAND DISPENSARY LLC

A Member-Managed Limited Liability Company

OPERATING AGREEMENT

THIS LIMITED LIABILITY OPERATING AGREEMENT (the "Agreement") of XHALE NEW ENGLAND DISPENSARY LLC ("Company") made and entered into this 29th of July 2021 (the "Execution Date"), by and between **ANTHONY PERKINS** of Boston, MA, **SHARON PERKINS-ALLEN** of Boston, MA, **JARRELL PERKINS** of Boston, MA, and **OMAR LAWRENCE** of Boston, MA (individually the "Member" and collectively the "Members").

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Members to this Agreement agree as follows:

DEFINITIONS

For the purpose of this Agreement, the following terms are defined as follows:

"Additional Capital Contributions" means Capital Contributions, other than Initial Capital Contributions, made by Members to the Company.

"Capital Contribution" means the total amount of cash, resources, services and/or property contributed to the Company by any one Member as set forth in Section 6.

"Dissociated Member" means any Member who is departs from the Company through a voluntary or involuntary withdrawal as provided in this Agreement.

"Expulsion of a Member" can occur on application by the Company or another Member, where it has been determined that the Member:

- a. has engaged in wrongful conduct that adversely and materially affected the Company's business;
- b. has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or
- c. has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

"Initial Capital Contribution" means Capital Contributions made by any Member to acquire an interest in the Company

"Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

"Resource" means a source or supply from which a benefit is produced and that has some utility for the business of the Company which could include, but is not limited to, a stock or supply of money, materials, staff, and other assets that can be provide in order for the business of the Company to function effectively.

FORMATION

1. Effective July 27, 2021, the Members formed a Limited Liability Company on the terms and conditions in this Operating Agreement ("Agreement") and under the laws of the Commonwealth of Massachusetts.

NAME

2. The name of the limited liability company: XHALE NEW ENGLAND DISPENSARY LLC

PURPOSE

3. The purpose of the Company will be: To carry on the business of owning and operating a cannabis business with full power to acquire, hold, manage and to transact all business.

TERM

4. The Agreement will begin on the date of execution and will continue until terminated as provided in this Agreement.

PLACE OF BUSINESS

5. The principal office of the business of the Company will be located at 888 MORTON STREET, MATTAPAN, MASSACHUSETTS 02126 or such other place as the Members may from time to time designate.

CAPITAL CONTRIBUTIONS

6. Each of the Members has contributed to the capital of the Company, in cash or property in agreed upon value, as follows (the "Capital Contribution"):

MEMBER	CONTRIBUTION VALUE
Anthony Perkins	24.5%
Sharon Perkins-Allen	24.5%
Jarrell Perkins	25.5%
Omar Lawrence	25.5%

7. All Members will contribute their respective Capital Contributions fully and on time.

WITHDRAWAL OF CAPITAL

8. No Member will withdraw any portion of their Capital Contribution without the express written consent of all of the other Members.

ADDITIONAL CAPITAL

9. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the interests of the Members are not affected, except with the unanimous consent of all Members. No Member will be required to make Additional Capital Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by Company business obligations, the other Members may contribute in proportion to their existing Capital Contributions to resolve

the amount in default. In such case the allocation of profits or losses among all the Members will be adjusted to reflect the aggregate change in Capital Contributions provided by each of the Members.

10. Any advance of cash to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to as Additional Capital Contribution will be deemed a loan to the Company by such Member and a debt owed by the Company provided, however, that such will not be an increase in Capital Contribution of such lending Member. This loan will be paid by the Company to the lending Member at an annual interest rate of the then-current prime rate, as reported by the Wall Street Journal's bank survey (or at a rate otherwise mutually agreed upon by all Members) on the date that the loan is provided by the lending Member, accruing on a daily basis from the loan date up to the date of actual payment. This loan will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Members.

CAPITAL ACCOUNTS

11. An individual capital account (a "Capital Account") will be maintained for each Member and their Initial Capital Contribution will be credited to this account. Any Additional Capital Contributions made by any Member will be credited to that Member's individual Capital Account.

INTEREST ON CAPITAL

12. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Capital Contributions.

FINANCIAL DECISIONS

13. Decisions regarding the distribution of profits, allocation of losses, and the requirement for Additional Capital Contributions as well as all other financial matters will be decided by a unanimous vote of all the Members.

PROFIT AND LOSS

14. Subject to the other provisions of this Agreement, the net profits and losses of the Company, for both accounting and tax purposes, will accrue to and be borne by the Members according to the following schedule (the "Profit and Loss Distribution"):

MEMBER	PROFIT/LOSS PERCENT
Anthony Perkins	24.5%
Sharon Perkins-Allen	24.5%
Jarrell Perkins	25.5%
Omar Lawrence	25.5%

BOOKS OF ACCOUNT

15. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

ANNUAL REPORT

16. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the activities and financial performance of the Company. This report will consist of at least the following documents:

- a. a statement of all information as will be necessary for the preparation of each Member's income or other tax returns;
- b. a copy of the Company's federal income tax returns for that fiscal year;
- c. supporting income statement;
- d. a balance sheet;
- e. a cash flow statement;
- f. a breakdown of the profit and loss attributable to each Member; and
- g. any additional information that the Members may require.

BANKING AND COMPANY FUNDS

17. The funds of the Company will be placed in investments and bank accounts as will be designated by mutual agreement of all of the Members. All withdrawals from these bank accounts will be made by the duly authorized agent or agents of the Members as mutually agreed by the Members. Company funds will be held in the name of the Company and will not be commingled with the funds of any other person or entity.

FISCAL YEAR

18. The fiscal year will end on the 1st day of January of each year.

AUDIT

19. Each Member will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

MANAGEMENT

20. Except as all of the Members may otherwise agree in writing, all actions and decisions respecting the management, operation and control of the Company and its business will be decided by mutual agreement of the Members.

CONTRACT BINDING AUTHORITY

21. All actions and decisions with respect to binding the Company in contract requires the consent of all of the Members.

COMPANY REPRESENTATIVE

22. A Company representative ("the Company Representative") may be appointed by unanimous written consent. The Company Representative will have the sole authority to act on behalf of the Company in relation to IRS tax audits pursuant to Chapter 63 Subchapter C of the Internal Revenue Code of 1986.

23. The Company Representative is appointed for the current tax year and subsequent tax years until otherwise designated by the Members.

MEETINGS

24. Regular meetings of the Members will be held weekly.
25. Any Member can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Members with reasonable written notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.
26. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Members.

ADMITTING A NEW MEMBER

27. A new Member may only be admitted to the Company with a unanimous vote and written mutual agreement of the existing Members.
28. Any new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the existing Members.

TRANSFER OF COMPANY INTEREST

29. A Member may, with the consent of all the other Members, assign their distribution interest in the Company and its assets provided that, where the acquisition of the interest by the prospective Member will render the Company ineligible to elect out of the application of the Tax Rules, the assigning Member must first obtain the unanimous consent of the remaining Members. This transfer will only include that Member's economic rights and interests and will not include any other rights of that Member nor will it include an automatic admission as a Member of the Company or the right to exercise any management or voting interests. A Member who assigns any or all of their Company interest to any third party will relinquish their status as Member including all management and voting rights. For the avoidance of doubt, assignment of Member status, under this clause, including any management and voting interests, will require the consent of all the other Members.

VOLUNTARY WITHDRAWAL OF A MEMBER

30. Any Member will have the right to voluntarily withdraw from the Company at any time. Written notice of intention to withdraw must be served upon all of the other Members at least six (6) months prior to the withdrawal date.
31. Except as otherwise provided elsewhere in this Agreement, the voluntary withdrawal of a Member will have no effect upon the continuance of the Company business.
32. In the event that a Member's interest in the Company is to be sold, due to the Member's decision to withdraw, the other Members have a right of first purchase on that interest. If any of the other Members elect to purchase the interest of the Dissociated Member, the other Member(s) will serve written notice of such election upon the Dissociated Member within thirty (30) days after receipt of the Dissociated Member's notice of intention to withdraw, including the purchase price and method and schedule of payment for the Dissociated Member's interest. The purchase amount of any buyout of the Dissociated

Member's interest will be determined as outlined in Section 47 of this Agreement.

33. A Dissociated Member will only exercise the right to withdraw in good faith and will act to minimize any present or future harm to the other Members as a result of the withdrawal.

INVOLUNTARY WITHDRAWAL OF A MEMBER

34. Events resulting in the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; expulsion of a Member; operation of law against a Member; or any act or omission of a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute, as determined by the other Members who are not subject to involuntary withdrawal.
35. Except as otherwise provided elsewhere in this Agreement, the involuntary withdrawal of a Member will have no effect upon the continuance of the Company business.
36. In the event that a Member's interest in the Company is to be sold as a result of an involuntary withdrawal, the other Members have a right of first purchase on that interest. If any of the other Members elect to purchase the interest of the Dissociated Member, such other Members will serve written notice of such election, including the purchase price and method and schedule of payment upon the Dissociated Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the Dissociated Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement.
37. A trustee in bankruptcy or similar third party who may acquire that Dissociated Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

DISSOCIATION OF A MEMBER

38. Where the remaining Members have purchased the interest of a Dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal.
39. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.
40. Where the voluntary or involuntary withdrawal of a Member results in only one Member remaining or where no buyer is found to purchase the interest of the Dissociated Member then the Company will proceed in a reasonable and timely manner to dissolve the Company, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
41. The other Members retain the right to seek damages from a Dissociated Member where the dissociation resulted from a malicious or criminal act by the Dissociated Member or where the Dissociated Member had (i) breached their fiduciary duty to the Company, (ii) was in breach of this Agreement or (iii) had acted in a way that brought harm which resulted in

damages to the Company, including, without limitation, the reputation of the Company.

42. On any purchase and sale of a Company interest, a Dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon the sale of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations.

DISSOLUTION

43. Except as otherwise provided in this Agreement, the Company may be dissolved only with the unanimous written consent of all Members.

DISTRIBUTION OF PROPERTY ON DISSOLUTION OF COMPANY

44. In the event of the dissolution of the Company, each Member will share equally (the "Dissolution Distribution") in any remaining assets or liabilities of the Company.
45. Upon Dissolution of the Company and liquidation of Company Property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members according to the Dissolution Distribution described above.
46. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be shared by the Members according to the Dissolution Distribution described above.

VALUATION OF INTEREST

47. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be based on that Member's proportion of the Dissolution Distribution described above, less any outstanding liabilities the withdrawing Member may have to the Company. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
48. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

GOODWILL

49. The goodwill of the Company business will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

TITLE TO COMPANY PROPERTY

50. Title to all Company Property will remain in the name of the Company. No Member or group of Members will have any ownership interest in such Company Property in whole or in part, except as provided under Section 72 below.

VOTING

51. Any vote required by the Company will be assessed where each Member receives one vote carrying equal weight.

FORCE MAJEURE

52. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of said event to the other Members and taken any and all appropriate action to mitigate said event.

DUTY OF ACCOUNTABILITY FOR PRIVATE PROFITS

53. Each Member must account to the Company for any benefit derived by that Member without the consent of the other Members from any transaction concerning the Company or any use by that Member of the Company property, name or business connection. This duty continues to apply to any transactions undertaken after the Company has been dissolved but before the affairs of the Company have been completely wound up by the surviving Member or Members or their agent or agents.

DUTY TO DEVOTE TIME

54. Each Member will devote such time and attention to the business of the Company as all other Members will from time to time reasonably determine for the conduct of the Company business.

ACTIONS REQUIRING UNANIMOUS CONSENT OF THE MEMBERS

55. In addition to the other actions requiring unanimous consent in this Agreement, the following list of actions will require the unanimous consent of all Members:

- a. assigning check signing authority;
- b. committing the Company to new liabilities or obligations totaling over \$1.00 USD;
- c. incurring single expenditures that exceed \$1.00 USD;
- d. selling or encumbering of any Company asset whose fair market value exceeds \$1.00 USD;
- e. hiring any employee whose total compensation package exceeds \$1.00 USD per annum;
- f. firing of any employee except in the case of gross misconduct that exposes the Company to possible liability;
- g. waiving or releasing any Company claim except for full consideration; and
- h. endangering the ownership or possession of Company property.

56. Any losses incurred as a result of a violation of Section 57 will be charged to and collected from the individual Member that acted without unanimous consent and caused the loss.

FORBIDDEN ACTS

57. No Member shall perform any act in contravention of this Agreement.
58. No Member shall permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member in the Company.
59. No Member shall perform any act that would make it impossible to carry on the ordinary business of the Company.
60. No Member shall confess a judgment against the Company.
61. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
62. Any violation of the above Forbidden Acts may be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

INDEMNIFICATION AND LIABILITY

63. (a) All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of Member's participation in Company affairs, except that a Member will not be indemnified by the Company to the extent liability arises out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.
- (b) Member will not be liable to the Company, or to any other Member, for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Company.

LIABILITY INSURANCE

64. The Company may, with consent of all Members, acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

CONFIDENTIALITY

65. From time to time during the term of this Agreement, a Member acting on behalf of the Company (as the "**Disclosing Member**") may disclose or make available to another Member or a Member may obtain or access (as the "**Receiving Member**") information about its business affairs of the Company, confidential intellectual property, *trade secrets*, third-party confidential information and other sensitive or proprietary information, whether orally, visually or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Member or any of its Representatives; (ii) is or becomes available to the Receiving Member on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving

Member or its Representatives before being disclosed by or on behalf of the Disclosing Member; or (iv) was or is independently developed by the Receiving Member without reference to or use, in whole or in part, of any of the Company's Confidential Information. The Receiving Member shall: (A) protect and safeguard the confidentiality of the Company's Confidential Information; (B) not use the Company's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the those, including the Receiving Member's representatives, who all Members unanimously agree have a need to know the Confidential Information to assist in the business activities of the Company, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. The Receiving Member shall be responsible for any breach of this Section caused by it or any its Representatives. At any time during or after the term of this Agreement and if a Member becomes a Dissociated Member, at the written request of the other Member(s) on behalf of the Company, the Receiving Member shall promptly return, and shall require its representatives to return to the Company all copies, whether in written, electronic or other form or media, of the Company's Confidential Information, or destroy all such copies and certify in writing to the Company that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Members of, the Company may seek equitable relief (including injunctive relief) against the Receiving Member and its representatives to prevent the breach or threatened breach of this Section and to secure its enforcement.

LIFE INSURANCE

66. The Company may, with unanimous written consent of all Members, acquire and pay for life insurance on the lives of any or all the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

AMENDMENTS

67. This Agreement may not be amended in whole or in part without the unanimous written consent of all Members.

GOVERNING LAW AND JURISDICTION

68. This Agreement will be construed in accordance with and exclusively governed by the laws of The Commonwealth of Massachusetts.

69. The Members submit to the jurisdiction of the courts of The Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

ADDITIONAL CLAUSE

70. Omar Lawrence will retain individual ownership of all of his Certifications and any relevant licenses during the term of this Agreement and after its termination or expiration.

MISCELLANEOUS

71. This Agreement may be executed in counterpart.

72. Headings are inserted for the convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

73. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
74. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any Member to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the Members.
75. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

NOTICES

76. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the *addresses set forth herein below* or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Anthony Perkins
2 Colburn Lane
Abington, MA
617-592-4318
antperkins617@gmail.com

Sharon Perkins-Allen
51 Nickerson Drive
Stoughton, MA 02072
857-212-9494
spallenesq@gmail.com

Jarrell Perkins
18 Franklin Terrace
Hyde Park, MA 02136
617-293-3-9663
jarrell.l.perkins@gmail.com

Omar Lawrence
34 Larchmont Street
Dorchester MA 02124
(617) 990 - 6659
MrOlaw75@outlook.com

77. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF, the parties hereto have read, understand and agree to the terms and conditions of this Agreement by their signatures have caused this Agreement to be executed as of the date first written above.

DocuSigned by:

Anthony Perkins

174D7CE75D304F3...

Anthony Perkins, Member

DocuSigned by:

Sharon Perkins-Allen

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Sharon Perkins-Allen, Member

DocuSigned by:

Jarrell Perkins

98696323D64D44A...

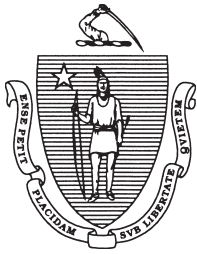
Jarrell Perkins, Member

DocuSigned by:

Omar Lawrence

788F360DB76D41F...

Omar Lawrence, Member



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

William Francis Galvin
Secretary of the
Commonwealth

Date: October 19, 2021

To Whom It May Concern :

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

XHALE NEW ENGLAND DISPENSARY LLC

in accordance with the provisions of Massachusetts General Laws, Chapter 156C, on
July 27, 2021.

I further certify that said Limited Liability Company has not filed a Certificate of Cancellation;
that said Limited Liability Company has not been administratively dissolved; and that, so far as
appears of record, said Limited Liability Company has legal existence.



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

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 21100435330

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

Processed by: tad

STATUTORY DECLARATION

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

I, the Undersigned, DO SOLEMNLY DECLARE THAT:

1. Xhale New England Dispensary LLC (hereinafter "Xhale") was established on July 27, 2021 in the Commonwealth of Massachusetts with Anthony Perkins, Sharon Perkins-Allen, Jarrell Perkins and Omar Lawrence as co-owners.
2. Xhale cannot register with Department of Unemployment Assistance because the establishment is not currently operational and does not have employees.
3. All statements made are of my own knowledge and are true and that all statements made on information and belief are believed to be true.

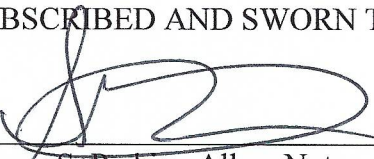
I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 15th day of December, 2021.

Anthony Perkins, Co-Owner
Xhale New England Dispensary, LLC

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

SUBSCRIBED AND SWORN TO BEFORE ME, on the 15th day of December, 2021


Sharon S. Perkins-Allen, Notary Public
My Commission expires: March 2, 2023





The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001522344

1. The exact name of the limited liability company is: XHALE NEW ENGLAND DISPENSARY LLC

2a. Location of its principal office:

No. and Street: 888 MORTON STREET
 City or Town: MATTAPAN State: MA Zip: 02126 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 888 MORTON STREET
 City or Town: MATTAPAN State: MA Zip: 02126 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO CONDUCT ANY LAWFUL BUSINESS FOR WHICH LIMITED LIABILITY COMPANIES MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING BUT LIMITED TO OWNING AND OPERATING A LIMITED LIABILITY COMPANY WITH FULL POWER TO ACQUIRE, HOLD, MANAGE, AND DISPOSE OF ANY AND ALL KINDS OF PROPERTY OF WHATEVER KIND AND NATURE, AND TO TRANSACT ALL BUSINESS AND TO DO ANY AND ALL ACTS DIRECTLY OR INDIRECTLY INCIDENTAL THERETO AND CONNECTED THEREWITH.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SHARON PERKINS-ALLEN
 No. and Street: 888 MORTON STREET
MATTAPAN
 City or Town: MATTAPAN State: MA Zip: 02126 Country: USA

I, SHARON PERKINS-ALLEN resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ANTHONY PERKINS	888 MORTON STREET MATTAPAN, MA 02126 USA
MANAGER	SHARON PERKINS-ALLEN	888 MORTON STREET MATTAPAN, MA 02126 USA

MANAGER	OMAR LAWRENCE	888 MORTON STREET MATTAPAN, MA 02126 USA
MANAGER	JARRELL PERKINS	888 MORTON STREET MATTAPAN, MA 02126 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	OMAR LAWRENCE	888 MORTON STREET MATTAPAN, MA 02126 USA
REAL PROPERTY	SHARON PERKINS-ALLEN	888 MORTON STREET MATTAPAN, MA 02126 USA
REAL PROPERTY	ANTHONY PERKINS	888 MORTON STREET MATTAPAN, MA 02126 USA
REAL PROPERTY	JARRELL PERKINS	888 MORTON STREET MATTAPAN, MA 02126 USA

9. Additional matters:

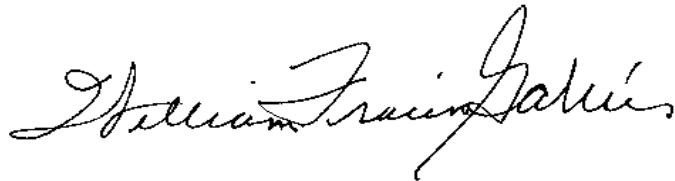
**SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of July, 2021,
SHARON PERKINS-ALLEN**

(The certificate must be signed by the person forming the LLC.)

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:

July 27, 2021 08:18 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Recreational Cannabis Dispensary Business Plan

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Outline

- 1) Executive Summary
- 2) Market Analysis
- 3) Organization & Management
- 4) Products
- 5) Marketing
- 6) Growth
- 7) Operations
- 8) Community Involvement
- 9) Financials

Executive Summary

Xhale New England Dispensary is the name of a new full minority owned recreation retail and cultivation cannabis company, focused on the sale and supply of recreational cannabis products

Xhale New England Dispensary will be located at 888 Morton St, Mattapan Ma 02126. The property is currently owned by Marie Joseph, who will lease the location to the Xhale New England Dispensary for at least 99 years.

The facility is well positioned in the neighborhood and will match the ideal picture of a community dispensary store. As part of the development, we are going to provide a face lift to the facility. Creating a modern and clean look to the building and façade. We will reconstruct the interior of the location to increase security and safety measures. The business will be launching with just one outlet in Mattapan, but we do have plans to develop the business into other types and other outlets in key locations around Massachusetts.

Xhale New England Dispensary will be involved in the retailing of recreational cannabis. Our employees will be well trained and qualified to handle the wide range of customers that we are positioned to serve. We will engage in the sale of cannabis at market rate prices via over the counter. Xhale New England Dispensary plans to operate 10 hours (10am – 8pm) 6 days a week (except Sunday – only open 10am – 4pm). We are in business to service both walk – in customers and customers by appointment. Our work force is going to be well trained to operate within the framework of our company's corporate culture and also to meet the needs of all our customers.

Xhale New England Dispensary is a family business that is owned and managed by Anthony Perkins, Sharon Perkins Allen, Jarrell Perkins and Omar Lawrence.

Our Mission Statement

Our mission is to establish a first-class recreational cannabis dispensary store that will offer a safe location for retail cannabis to the residence of the Mattapan neighborhood. It is also our mission to hire and train our staff to be knowledgeable and professional and to provide products of the utmost highest quality to consumers.



Market Analysis

Our Target Market

Xhale New England Dispensary is in business to service a wide range of customers. We will ensure that we target self – pay customers.

Our Competitive Advantage

In every business there is competition, however, we believe we possess several strengths that will allow us to remain visible on the business radar at all times. The retail industry is known to be highly competitive in the U.S and in most parts of the world. The industry is growing and there are alternative ways through which clients can get their products.

In this industry, most of the competitive dynamics center around the quality of cannabis dispensed, the service offered, the location where the dispensary is at, discounts offered for the products, and to some extent, the branding of the business plays a significant role. Even though competition is stiff especially from the big, well-backed enterprises, smaller enterprises can still get their fair share of the market if they stay true to the competitive dynamics.

Xhale New England Dispensary is entering into the market well prepared to favorably compete in the industry. Our store is well positioned and visible. We have plenty of parking space available with good security. Our management staff is well groomed in retail and all of our employees are trained to provide customized customer service to all of our clients.

Organization & Management

The Principles:

Anthony Perkins – Boston native, was born and raised in Mattapan. He attended high school at Boston Latin Academy. Graduated from Boston University with degrees in finance and management information systems. He has received his MBA from Boston College Carroll School of Management. Anthony has over 16+ years of experience in the Financial Service industry. He has worked as Vice Presidents of Finance for companies such as BNY Mellon, Santander Bank, and Johnson & Johnson. Currently, he is Sr. Operational Finance Manager at one of the world's largest consulting firms and a Licensed Real Estate Agent. In addition, he and his family own property in the Mattapan neighbor, where he continuously works to give back to the neighborhood.

Sharon Perkins Allen – A native of Boston, Massachusetts. She attended Boston Latin Academy graduating in 1993. Went on to attend the University of North Carolina at Chapel Hill (UNC-CH), obtaining a bachelor of arts in political science and African American Studies. After graduating from UNC-CH, returned to Massachusetts to receive a Juris Doctor from Suffolk Law School in 2002. For the last 16+ years, has not only been an active member of the bar upholding the laws of the Commonwealth, but also been an educator at a college of the commonwealth.



Jarrell Perkins – A native of Boston, Massachusetts. He attended high school at Boston Latin Academy. A graduate of Bentley University in Waltham, Massachusetts. Jarrell Perkins is a finance director at global Healthcare NGO. He is responsible for the company's accounting, tax, and assurance. Prior to entering non-profit, he worked as a management consultant in Chicago and Washington, DC. He is also a member of the Board of Trustees of Mother Caroline's Academy, a private girl's school in the city of Boston.

Omar Lawrence – Born to Honduran immigrants, Omar Lawrence is a first-generation lifelong resident of Boston, MA. He grew up in the Mattapan section of the city. He was a participant in the Metco program completing his primary and secondary education as a student in Brookline, MA. He later went on to Howard University in Washington, D.C. for his undergraduate degree. After completing his time at Howard, he returned to Boston and started his professional career at the Department of Social Services. Shortly after he joined the electrician's union as well. He also pursued other endeavors and he ran a restaurant for six years, with a business partner. Omar's love of seafood led him to open his current business, Bobby Fish (Named after his father). The fish market and sandwich shop has quickly become a fixture in the community and was nominated for as Business of The Year in Boston's Main Streets program.

Products

Smokable Products (Dried Cannabis) – Xhale New England Dispensary will offer a wide variety of dried cannabis product strains including Indica, Sativa and hybrids. We will provide customers a number of core strains; while also regularly offering a rotating selection of new varieties.

Edibles, Topicals and Concentrates – Edible products including baked goods, candies, lozenges, and beverages will be sold in conjunction with cosmetics, topical cannabis oils, salves, lip balms and concentrated products which include hashish, cannabis oil, kief, shatter and tinctures.

Clothing and paraphernalia – products include Xhale New England Dispensary trademark branded t-shirts, hoodies, caps and toques as well as vaporizers, pipes, bongs and other smoking accessories.

Marketing

The marketing and sales strategy of Xhale New England Dispensary will be based on generating long-term personalized relationships with customers. We will also ensure that we have a wide range of product in stock for customer sales.

All of our employees will be well trained and equipped to provide excellent and knowledgeable customer service. We know that if we are consistent with offering high quality cannabis, and excellent customer service, we will increase the number of our customers by more than 25% for the first year and then more than 30% subsequently.

In summary, Xhale New England Dispensary will adopt the following sales and marketing approach to win customers over;

- Leverage word of mouth marketing (referrals)
- Business Website on the internet



Growth

It is the wish of any business to become so successful that there is a good succession plan to act upon. More often than not, having a good succession plan will help you know the direction your business is headed.

As such, the future of a business lies in the number of loyal customers, the capacity and competence of the employees, their investment strategy and the business structure. If all of these factors are missing from a business(company), then it won't be long before the business closes shop.

One of our major goals in starting Xhale New England Dispensary is to build a business that will survive off its own cash flow without the need for injecting finances from external sources once the business is officially up and running. Xhale New England Dispensary will make sure the correct foundation, structures and processes are put in place to ensure that our business will succeed. Our company's corporate culture is designed to drive our business to greater heights and training and re – training of our workforce is top of mind. As a matter of fact, profit-sharing arrangement will be made available to all our management staff and it will be based on their performance for a period of three years or more. We know that with this policy, we will be able to successfully hire and retain the best hands we can get in the industry; they will be more committed to help us build the business of our dreams.

Second goal of the company is to eventually expand into the cultivation. Development of a location where all phases of growing cannabis will take place: including cloning, vegetation, flowering, harvesting, drying, trimming, curing and packaging.

Operations

Security

All persons arriving at the establishment must enter through its front entrance where they must be buzzed into a vestibule by security personnel. Once in the vestibule, security receptionists assess all identification cards prior to allowing access to the sales floor. A visitor log is maintained for all outside vendors. All limited access areas will have appropriate signage.

The establishment will have a primary and secondary security alarm system. The camera system complies with all applicable requirements. Several panic alarms are stationed throughout the facility. The establishment will have the capability of remaining open during a power outage.

Inventory and Storage

All storage areas of the establishment will be clean with no visible evidence of pests. During non-operational hours, all cannabis product is stored in a secured vault. The lighting, ventilation, temperature, and humidity of the vault room are controlled to ensure safe storage of inventory. Xhale New England Dispensary monitors inventory by using their inventory database. Once inventory is moved to the retail floor, agents keep all inventory in locked sales cabinets when they are not attended.

Transportation

Xhale New England Dispensary plans to establish a delivery contract with a 3rd party deliverer. Will follow all regulations stated in 935 CMR 500.



Community Involvement

Xhale is committed to working with existing businesses and professional neighbors to become an accountable member of local business and social communities. Our Operations Manager will ensure the relationships with neighboring businesses are maintained. The Operations Manager of Xhale will provide the nearby companies with direct contact information so that they can contact him/her to report anything, including violations of our policies and procedures to which they will also have access. As a company, Xhale also aims to maintain a healthy relationship with the local authorities.

Xhale will work towards helping to identify the issues affecting both business and social groups. Xhale will become involved in the community in an appropriate way in each of the communities our stores are located, such as creating a plan that will be able to reduce traffic congestion around our dispensaries.

We aim to cultivate opportunities for individuals who have been marginalized and disenfranchised—providing jobs and legitimacy, overturning stereotypes and developing skills and confidence. Our vision is a high quality, well designed, well-run business that delivers economic empowerment as it sells a quality product.

Financials

Startup Summary

1. Secure Leases for Retail spaces and build out costs - \$200,000
 2. Security Systems - \$25,000
 3. 3-6 months of operating capital - \$100,000
 4. Information Technology - Website, Hardware and Software - \$25,000
 5. Product Inventory - \$100,000
- Total Estimated Start-Up Costs \$450,000**

The start-up costs are to be funded by owning partners. The officers will handle day-to-day operations of the business and will work collaboratively to ensure that this business venture is a success.





PLAN FOR OBTAINING LIABILITY INSURANCE

Xhale New England LLC will obtain and maintain general liability insurance in compliance with 935 CMR 500.105(10). Coverage will be 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 shall be no higher than \$5,000 per occurrence.



ATTESTATION LETTER

December 5, 2025

Cannabis Control Commission
Commonwealth of Massachusetts

RE: Xhale New England LLC
License Renewal
License No. MRN284479

Dear Sir or Madam:

This letter is to attest that in reference to the license renewal of Xhale New England Dispensary LLC ("Licensee") with a proposed retail cannabis site at 888 Morton Street, Mattapan, Suffolk County, Massachusetts, the Licensee has not made any progress in the Plan to Positively Impact Disproportionately Harmed People, Diversity Plan or Energy Requirements, as the Licensee has yet to commence business operations.

Respectfully Submitted,

Anthony Perkins
Co-Owner
Xhale New England Dispensary, LLC



MAINTAINING OF FINANCIAL RECORDS

Xhale New England LLC (the "Company") shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

Furthermore, consistent with the Company's Dispensing Policy, the Company shall implement the following policies for Recording Sales:

1. The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
2. The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, it shall:
 - a. immediately disclose the information to the Commission;
 - b. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - c. take such other action directed by the Commission to comply with 935 CMR 500.105.
3. The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
4. The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
5. The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.



RECORD KEEPING PROCEDURES

Records will be stored and made available upon request for inspection by the Commission. The records will be maintained in accordance with generally accepted accounting principles. These records will consist of inventory reports, security logs, incident reports, accounting, personnel policies, all personnel records, including salaries, staffing plans, audit, compliance procedures, inventory control tracking, background check reports, waste tracking. Our agents will track every step in the sales cycle, all activities will be fully auditable and will be made available for inspection upon request. Xhale will also have available written operating procedures, Seed-to-sale tracking records for all marijuana and marijuana products, sales records.

Xhale will utilize BLAZE™ seed to sale software. BLAZE™ is a comprehensive inventory control and tracking system that generates records relating to products and inventory, it also allows for real time record keeping. This system chronicles every step of the sales cycle and all activity is fully auditable. This information will be made available to the Commission upon request.

Written operating procedures will be maintained as required by 935 CMR 500.105(1), Inventory records will be maintained as required by 935 CMR 500.105(8), Seed-to-sale tracking records for all marijuana products will be maintained as required by 935 CMR 500.105(8)(e).

Business records which will include, Assets and liabilities, monetary transactions, all journals and ledgers, supporting documents, agreements, checks, invoices, and vouchers will be stored and made available upon request for inspection by the Commission.

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



RESTRICTING ACCESS TO AGE 21 AND OLDER

All employees and registered agents must be 21 years of age or older. All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. 935 CMR 500.050(5)

Visitors will be required to present valid government approved age identification twice (first, prior to coming into the vestibule and second, in the vestibule prior to entering the retail floor) before they are allowed to access the retail floor and products. Visitors will be asked at purchase to provide identification again. Individuals with out-of-state government identification, will be asked for (2) forms of identification. Additionally, having security at the entrance where patrons enter and at the rear of the building where patron exit, will prevent “hand-off” to minors. Any patron who is caught violating this rule will be permanently banned from the business.

Visitors to our website will be met with an “age gate” that will request the visitor’s birthdate information. This is not intended to prevent access to the site but as a notice to those who are under-age that the site is not intended for them. Understanding that some may continue onto to site and place an order for pick-up despite the age gate, those individuals will be prevented from completing the transaction upon pick-up when they are met with our two-step age verification process.



QUALITY CONTROL AND TESTING

Xhale New England Dispensary will utilize industry best practices developed for established operations within Massachusetts's regulated cannabis industry and quality assurance programs to continuously measure and improve customer satisfaction. Customer satisfaction will be a top priority of Xhale as we want to cultivate, manufacture and dispense cannabis and manufactured cannabis of the highest quality. Xhale will utilize an online customer feedback form to gather feedback and input from qualifying customers regarding our cannabis products, the qualifying customers' overall experience, and feedback regarding the retail dispensary location, registered employees, and any other information or comments qualifying customers wish to provide to Xhale New England Dispensary. This customer feedback form will be reviewed by Xhale in order to assess the qualifying customer feedback to continuously improve our process and products to offer qualifying customers the best experience possible when procuring from Xhale.

To ensure qualifying customer and public safety, Xhale has committed to establish, document, implement and maintain an appropriate Quality Management System. To this end, Xhale is committed to the following Quality Management Principles:

- Customer Focus; Leadership; Involvement of People; Process Approach; System
- Approach to Management; Continual Improvement; Factual Approach to Decision Making; Mutually Beneficial Supplier Relationships

Xhale will require that each individual engaged in the handling, packaging, and testing of cannabis has received the training, education, or experience necessary to perform assigned functions; and will also require that all employees practice good hygiene and wear protective clothing as necessary to protect the product as well as themselves from exposure to potential contaminants. Xhale takes quality and excellence seriously and will always look for ways to operate at a higher level.

- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness; and
 - Washing hands appropriately.
- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.



QUALITY CONTROL AND TESTING

- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- Water supply shall be sufficient for necessary operations.
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout Xhale.
- Xhale shall provide its employees with adequate, readily accessible toilet facilities.
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.
- No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory.
- Xhale shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.



QUALIFICATIONS AND TRAINING

Xhale New England Dispensary will utilize the operational experience and knowledge from Cannabis Training University (CTU) to provide extensive training and education for all registered employees. All Xhale employees will receive extensive training prior to commencing work in Xhale facility (a minimum of eight (8) hours of ongoing training annually). All new employees shall complete the Responsible Vendor Program within 90 days of being hired. Responsible Vendor Program documentation will be retained for four (4) years.

Registered employees will be required to read the relevant state and county law pertaining to recreational cannabis in order to have a general understanding of the laws and regulation with which that they must comply. Training for all retail dispensing operations will be provided by our operating partners CTU. Training will also be provided from selected 3rd party security vendor Securitas, inventory control systems and POS vendors, and other subject matter experts. Training will include an extensive hands-on approach and the use of Standard Operating Procedures (SOP's) and various other materials and methods as deemed appropriate.

Xhale will utilize targeted training materials and programs for different operations occurring at Xhale licensed facilities.

Ongoing and cross-functional training will be continued as operations commence. All registered employees will also be required to receive training on general sanitary requirements. Registered employees will be required to read and agree to comply with the company Employee Handbook, SOP's, and other materials Xhale deems necessary prior to commencing work in any Xhale facilities.

We will fully prepare facility staff on all aspects of the business before operations are commenced. Training and education will be all-encompassing, covering regulatory compliance, sale tracking, Client service and advocacy, point-of-sale training, dispensing, security and diversion prevention, health and safety protocols, sanitation, transportation, and organizational functioning within a vertically-integrated operation. Registered employee training will cover but not be limited to the following:

- Standard Operating Procedures (SOP's)
 - Retail Dispensing Operations SOP's
 - Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with Xhale retail dispensing operations.
- Log Sheets and Templates

Numerous log sheets and templates for proper record keeping and documentation for all dispensing operations

All current owners, managers, and employees shall complete the Responsible Vendor Program when available. 935 CMR 500.105(2)

- Responsible vendor training
- Client education information
- On-site training



QUALIFICATIONS AND TRAINING

- Initial job training
- Job shadowing
- Employee educational information
- Regulations

Roles and Responsibilities

The responsibilities of each position within the dispensary will be broken down as detailed below.

Head of Operations:

- Responsible for providing business direction
- Responsible for creating, communicating, and implementing the organization's vision, mission, and overall direction – i.e. leading the development and implementation of the overall organization's strategy
- Responsible for fixing prices and signing business deals
- Responsible for recruitment
- Responsible for payment of salaries
- Responsible for keeping statistical and financial records
- Responsible for managing the organizations' budgets
- Responsible for signing checks and documents on behalf of the company
- Evaluates the success of the organization
- Responsible for installing and maintenance of computer software and hardware for the organization

Manager:

- Responsible for managing the daily activities in the company (dispensary store)
- Responsible for recruiting, training and managing staff
- Responsible for ordering, selling and controlling stock
- Responsible for meeting representatives
- Responsible for preparing publicity materials and displays
- Handles marketing services
- Interfaces with third – party providers (vendors)
- Controls the sales floor inventory
- Supervises the entire sales staff and workforce

Assistant Manager

- Manages vendor relations, market visits, and the ongoing education and development of the organizations' buying teams
- Helps to ensure consistent quality of products on our selves
- Responsible for the purchase of goods and products for the organizations



QUALIFICATIONS AND TRAINING

- Responsible for planning sales, monitoring inventory, selecting the merchandise, and writing and pricing orders to vendors
- Ensures that the store facility is in tip top shape and conducive enough to welcome customers (This includes turning on equipment such as computers, scales, printers and fax machines)
- Ensures that goods and products are properly arranged
- Responsible for sterilizing the counter tops, and other measuring devices
- Handles administrative and bookkeeping tasks, inventory control, stocking shelves, and data entry
- Performs monthly inventory counts, file paperwork, and stock inventory

Other Staff

- Employees are trained on job specific duties prior to performing job functions.
- Trained on the nuances of a variety of cannabis strains and products
- Responsible for the front-line sales efforts
- Versed on all dispensary offerings in order to make recommendations and assist customers with product selections
- Responsible for installing and maintenance of computer software and hardware for the organization
- Manages logistics and supply chain software, Web servers, e-commerce software and POS (point of sale) systems
- Issues receipt to customers
- Handles financial transaction on behalf of the company
- Responsible for cleaning the store facility at all times
- Ensures that toiletries and supplies don't run out of stock
- Cleans both the interior and exterior of the facility



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Xhale New England Dispensary will ensure compliance with all state and local laws and regulations.

Registered Employees—all employees hired and retained by Xhale will be free of any criminal felony convictions and their hiring will be conditioned upon successfully passing a background check and comprehensive drug screen.

Employees must be 21 years of age or older, not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and be determined suitable for registration consistent with the provisions of Recruiting, Benefits, Hiring, Loss of Personnel 935 CMR 500.800 and 500.802.

HR Compliance

Xhale New England Dispensary will utilize an Employee Handbook/manual that is compliant with all Massachusetts labor laws and will be utilized at all facilities. All registered employees will be required to read the Employee Handbook prior to commencing work in any Xhale New England Dispensary registered dispensary facility. The Employee Handbook will outline various company policies that must be followed. The handbook will also explain all Human Resources (HR) functions, employee benefits, and other company programs and policies.

Workplace Policies

Prior to the deployment of any operations, Xhale New England Dispensary will develop and implement multiple workplace policies including an Employee Handbook, Drug and Alcohol Free Workplace Policy, Personal Hygiene Policy, and Code of Conduct. All Xhale New England Dispensary registered employees will be required to adhere to all policies and programs while employed for Xhale New England Dispensary.

Employee Handbook—Xhale New England Dispensary will develop and implement an Employee Handbook that will highlight the policies and procedures that employees will need to adhere to while working for Xhale New England Dispensary. All employees will be required to read and sign the Employee Handbook prior to commencing work in any XHALE NEW ENGLAND DISPENSARY facility.

Drug and Alcohol Free Workplace Policy—Xhale New England Dispensary will develop and implement a Drug and Alcohol Free Workplace Policy that will highlight the policies and procedures that employees will need to adhere to while working in any XHALE NEW ENGLAND DISPENSARY facility. All employees will be required to read and sign the Drug and Alcohol Free Workplace Policy prior to commencing work in any Xhale New England Dispensary facility.

Personal Hygiene Policy—Xhale New England Dispensary will develop and implement a Personal Hygiene Policy that will highlight the personal hygiene policies and procedures that employees will need to adhere to while working for Xhale New England Dispensary. All employees will be required to read



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

and sign the Personal Hygiene Policy prior to commencing work in any XHALE NEW ENGLAND DISPENSARY facility.

Code of Conduct—Xhale New England Dispensary will develop and implement a Code of Conduct that will highlight the policies and procedures relating to employee conduct and ethics that will need to adhere to while working for Xhale New England Dispensary. All employees will be required to read and sign the Code of Conduct prior to commencing work in any Xhale New England Dispensary facility.

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

Job Termination—all termination actions will follow standard procedures. Basic steps include:

1. Notify key personnel of job termination
2. Obtain all facility keys, ID badges or other company property
3. Disable/change all terminated key personnel facility security access codes or passwords
4. Notify required authorities of the job termination of the key personnel
5. Notify all remaining staff of the job termination of the key personnel and inform them of the conditions of termination (i.e. employee is no longer allowed on the premise and to notify police or other authorities if said employee returns, etc.)
6. Contact security vendor and monitoring company to notify them of the job termination of key personnel.
 - a. Remove terminated key personnel from any notification, contact or call lists. Job Separation—at times key personnel may decide to part ways on their own accord. In such circumstances there will be some basic steps and procedures to follow in for job separations.
 - b. Replacement of Key Personnel Position—find and interview a suitable replacement for the position that was vacated. Key personnel positions will need to be filled as soon as possible by management without compromising the quality of potential candidates.

Personnel Records Policy

- A centralized personnel file shall be kept for each employee in the Personnel Department. Such files shall include applications, evaluations, reports and records pertinent to an employee's employment. A staffing plan and records in compliance with 935 CMR 500.105(9). 935 CMR 500.105(1)
- To ensure the uniformity and confidentiality of employee personnel files, content of and access to files is limited and shall be controlled in accordance with this policy.
- It is the policy of the Xhale that all employees shall comply with the laws governing public records and confidential information. No employee shall knowingly or willingly release confidential personnel information, nor shall employees refuse to provide public information. Town employees have a diminished expectation of privacy as public employees. Employment provisions required by law will be offered including, but not limited to, equal opportunity and



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

nondiscrimination; workplace free from harassment; paid overtime for non-exempt employees; maternity leave; and military leave.

Recordkeeping

- Xhale's record will be available for inspection by the Commission, on request. The financial records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:
 - Written Operating Procedures as required by 935 CMR 500.105(1);
 - Inventory Records as required by 935 CMR 500.105(8);
 - Seed-to-sale SOR Electronic Tracking System records for all Marijuana Products as required by 935 CMR 500.105(8)(e);
 - The following personnel records:
 - Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each Agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Xhale and shall 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; and
 - Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures, including, at a minimum, the following:
 - Code of ethics;
 - Whistle-blower policy; and
 - A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Business records, which shall include manual or computerized records of:
 - Assets and liabilities;



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- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records, including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.
- Waste disposal records as required under 935 CMR 500.105(12); and
- Following closure of a Marijuana Establishment, all records shall be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

Procedures Governing Content of Personnel Files and Confidential Records

- Pre-employment documents such as applications, resumes, required licenses, offer of employment letters, copies of transcripts or diplomas, pre-employment physical reports, military discharge documentation, Civil Service certifications, and other similar materials shall be included in the personnel file.
- Post-employment documents such as performance appraisals, disciplinary action notices, physician's statements, commendations, Civil Service promotional certifications, copies of information sent to the employee, or to third parties about the employee, etc. shall be included in the personnel file.
- All medical-related information will be kept segregated.
- When post-employment information is inserted into an employee's personnel file (excluding routine paperwork), he/she shall be given a copy of such material by the appointing authority/designee or the Personnel Director.
- The appointing authority/designee at his/her discretion shall determine whether a report or record will be placed in the employee's personnel file, except for information submitted by the employee him/herself in rebuttal. Any material submitted by a person other than the appointing authority or the employee (excluding routine paperwork) shall be forwarded to the appointing authority for his/her approval prior to insertion into the file.
- Once inserted into an employee's personnel file, documents may only be removed if there is a clear and compelling reason to do so. Such requests must be made by the employee or his/her appointing authority.
- The employee should forward a request to his/her appointing authority. The appointing authority shall forward the request, and a letter of support or denial to the Town Administrator.
- The Compliance Officer will make a determination as to whether or not the material in question should be removed from the employee's personnel file. If the appointing authority is not satisfied as to the decision of the Compliance Officer, he or she may file an appeal with the Personnel Board.
- **Location/Security** - Employee personnel files will be maintained in the Personnel Department at the main office under the supervision of the Personnel Director who will be responsible for their safety and security.
- **Remote Locations** - It is the responsibility of the appointing authority/department manager to forward all relevant documents to the Personnel Department for inclusion in the official file.



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Department managers may keep duplicate copies of personnel records. However, these personnel records maintained in remote locations are considered to be part of the employee's personnel record, and must be shown to the employee upon request.

- **Procedures Governing Access**
- An employee, upon written or verbal request and in the presence of the Personnel Director or designee, may review, add a rebuttal to a particular document, or be provided with a copy of all or part of his/her personnel file. An employee now or formerly in the employee of the Xhale may see and or receive a copy of his or her own personnel records by asking in person or in writing.
- Other individuals authorized access to employee personnel files include: Executive managers; the Personnel Director and/or designee; attorneys or union representatives of the employee who have written authorization from the employee; the department manager and appointing authority who supervise the employee; attorneys or their agents representing Xhale; and third parties in response to a court order.
- **Compliance with Subpoena or Court Order** - A subpoena or court order requires the appearance of the named individual, such as the keeper of records, and may also require those individuals to bring to a court appearance certain employee records which they have in their possession. Any employee who receives a subpoena or court requiring personnel or payroll information should contact the Personnel Department immediately. Xhale will only release confidential personnel information in response to a court order.
- **Notice of Release of Information -**
- The employee will be notified by the Personnel Department in the event that confidential employee data is release in response to a court order.
- **Release of Public Information**
- Verification of Employment Authorized employees may respond to requests for verification of employment from banks, mortgage companies, credit card agents, etc. by providing basic public information such as length of service and salary rate.
- Requests for Personnel Information Employees who receive requests for personnel information other than employment verification, even that which is public record, should refer such requests to the Personnel Director or his/her designee.

Xhales Discipline Policy

General

Xhales disciplinary policy is one of progressive discipline. Employees must know what is expected of them, and what the consequences are for failing to meet these expectations. In general, the disciplinary process is set up as follows:

- **Oral Reprimand** – May be initiated by the employee's immediate supervisor, department or division head. In all cases, the department head or his/her designee should be informed of the reprimand.
- **Written Reprimand** – May be initiated by the employee's immediate supervisor, department or division head. In all cases, the department head must review and approve of the written reprimand.
- **Suspension and Discharge** - May be initiated by the appointing authority or his/ her designee. Discharge and suspension issues must be discussed with the Personnel Director prior to action.



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Progressive Discipline - The authority to discipline employees in the power to speak definitively for the Town on standards of performance and behavior, and to enforce such standards by the application of appropriate sanctions.

- In most cases, any disciplinary action initiated for an employee's first violation of a standard will be mild, such as informal or oral reprimands. Should such action be insufficient to cause the employee to comply with the standard, subsequent disciplinary action becomes progressively more severe until the employee has either corrected the deficiency or ceases to be an employee. In general, most of the procedures below should be followed for probationary employees. Even though probationary employees may be terminated without cause, they should be afforded an opportunity to improve their performance prior to being let go.
- At each step the standard should be reiterated, and the employee offered any appropriate and reasonable assistance. The primary goal of each step in the disciplinary process is the correction of the problem. The goal is not to establish a basis for more severe disciplinary action.
- In some areas Xhales' expectations are obvious. Employees are expected to know that they may not steal, assault members of the public or other employees, or abuse their authority for private gain. Other than such obvious examples, it is generally not sufficient for supervisors or department heads to assume that the employee is aware of the Xhales' expectations; nor is it generally sufficient to assume that an employee knows that his/her performance is deficient or that his/her employment may be in jeopardy. All supervisors are obliged to communicate openly and honestly with their employees, and to ensure that all employees have read and understand the Personnel Policies, by-laws, civil service laws, and all other rules and regulations governing their employment.

Discipline Procedures

- **General Procedures** - Many authorities may be involved in the final resolution of discipline issues: the Personnel Director, the Executive Management Team, the Compliance Officer, the Advisory Board, the Personnel Board, and independent arbitrators.
- However, the standards for consideration are essentially the same:
 1. There must exist sufficient cause to discipline the employee.
 2. The harshness of the penalty must fit the seriousness of the action. The employee must receive clear and unequivocal warning stating the precise areas in which his/her performance or behavior is unacceptable, and the probable consequences of the continuation of such behavior.
 3. The employee must be given full opportunity to explain his/her actions and to reform or rehabilitate himself/herself.
 4. The situation must be fully documented (unless it is a severe infraction which may be cause for immediate dismissal).

Specific Procedures

- **Oral Reprimand** - The oral reprimand (or warning) is the least severe form of disciplinary action. In most cases it is the first form of disciplinary action taken against an employee. After meeting with the employee to communicate the warning, the department head/designee should prepare a written summary which is presented to the employee, and may be placed in the employee's official personnel file. Both the oral reprimand and the written summary should contain as many elements listed below as are appropriate to the type of disciplinary problem involved:
 1. Rule Regulation or Policy Involved – The written summary should generally commence with a specific reference to the standard of performance or behavior involved. In the case of



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departmental standards, the supervisor must be able to begin this sentence with “As you know” such as, “As you know, the Library Trustees require that staff report to work at 8:30 a.m.”

2. **Facts Showing Deviation from Standard** – The department head/designee should outline in detail the manner in which the employee failed to meet the standard. For example, “On December 6, 1990, you arrived at work at 9:07 a.m.”
 3. **Consequence to the Xhales** – In this sentence the department head/designee outlines the practical significance of the employee’s failure to comply with the standard, for example, “As a result of your failure to arrive at work in a timely manner, citizens were forced to wait outside in the snow.”
 4. **Expected Performance or Behavior** – In this sentence the supervisor should communicate to the employee the expectations of the Department: “You are expected to arrive at work when assigned.”
 5. **Plan for Improvement** – The supervisor devises a specific plan for assisting the employee in improving his/her performance, and may schedule more frequent supervisory meetings to provide additional training.
 6. **Follow-up** – This sentence sets the time frame within which the employee is expected to demonstrate improvement. The period must be long enough to provide a fair opportunity for the employee to improve, and short enough so that the Department does not have to tolerate unsatisfactory performance for an unreasonable length of time. The review period may be established by scheduling a review meeting, such as: “I will meet with you on January 22, at 8:30 a.m. to review your performance.”
 7. **Warning** – The final element of the reprimand is the warning. The department head/designee outlines to the employee the next step in the disciplinary process which will be initiated if the employee fails to improve sufficiently during the review period, for example, “If within the next month you do not comply with the standards outlined above, I will have no alternative but to recommend further disciplinary action such as a written reprimand or a disciplinary suspension.”
- **Written Reprimand** - The written reprimand shall always be placed in the employee’s official personnel file. It contains all of the elements of the oral reprimand listed above. In most cases, this formal warning will be initiated only after an informal or oral warning has failed to bring about sufficient improvement. In some cases, in which the employee commits a fairly serious offense (e.g. insubordination) the written reprimand may be the first disciplinary action taken. As with the oral reprimand, the written reprimand should be issued following a meeting with the employee.
 - **Suspension** - Suspension is the temporary and involuntary separation of an employee from his/her employment. The purpose of a suspension is to serve as a final warning to an employee that continued misbehavior or poor performance may result in discharge. Suspension is generally imposed only when prior warnings or reprimands have not caused the employee to bring his/her performance or behavior up to the expected standard. In some cases involving serious misconduct, suspension may be the first disciplinary action taken.
 - Except in cases of serious misconduct, one or more suspensions should precede the discharge of any tenured employee. A probationary employee need not be suspended prior to discharge (although a pre-termination hearing is mandatory). Appointing authorities should contact the Personnel Director prior to implementing a suspension.



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- In cases where the Department Head and Personnel Director determine that the unsatisfactory employee should be suspended for a period of more than five (5) days, the employee shall be granted a hearing before the department head and the Personnel Director prior to the imposition of the suspension.
- All suspensions shall be reduced to writing including all of the reprimand elements listed above, and shall be forwarded to the Personnel Director for inclusion in the employee's official personnel file.
- **Discharge** - Discharge is the permanent and involuntary separation of a person from his/her employment with the Town. Because of its severity, action to discharge an employee is generally initiated only after the oral and written reprimand processes and one or 5 more suspensions have failed to bring about the employee's conformance with the requisite standards of performance or behavior.
- Action to discharge a probationary employee will generally not be initiated until the employee has been clearly warned that his/her continued poor performance or inappropriate behavior could lead to his/her discharge and until the employee has been given a fair opportunity to improve following the warning.
- In cases involving serious misconduct (e.g. theft, diversion, assault, or any criminal activity deemed disqualifying by the state) discharge may be initiated without any prior warnings or suspensions. In all cases in which the department head and Personnel Director determine that discharge may be warranted, the employee shall be given a hearing by the department head and the Personnel Director prior to the imposition of such discharge. If discharged, the employee will be given a written notice stating the reason(s) for the discharge and the effective date of termination of employment with the Town. Such notice shall be included in the employee's official personnel file.

Alternatives to Suspension or Discharge

- Prior to the initiation of action to suspend or discharge an employee, consideration should be given to other alternatives such as demotion or reassignment to other duties. These alternatives will be appropriate only in a small percentage of cases. Their use as disciplinary measures will be strictly scrutinized. Demotion or reassignment should be considered only when the employee has previously demonstrated an ability to perform the duties of the position to which demotion or reassignment is contemplated.

The Disciplinary Interview

- Whenever possible, a meeting between the employee and department head/designee should precede the initiation of any disciplinary action against the employee.

The primary goals of the meeting are:

1. to determine whether the employee has in fact failed to comply with a required standard;
 2. if so, to identify why the employee failed to meet the standard;
 3. To inform the employee exactly what will be expected of him/her in order to avoid further disciplinary action and to offer any appropriate assistance;
 4. to warn the employee of the consequences of his/her continued failure to comply with established standards.
- If the Disciplinary Action under consideration is demotion, reassignment or discharge, the Department Head/designee should also attempt to ascertain:



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1. whether any preceding disciplinary action was properly implemented, including proper follow-up on improvement plans; and
2. to determine whether the employee has a documented history of satisfactory performance in another position. If so, demotion or reassignment might be considered an appropriate alternative to discharge.

Sexual Harassment Policy

Xhales will not tolerate sexual harassment in the workplace. The duty to prevent such harassment arises from M.G.L. Chapter 151(B), and from Title VII of the U.S. Civil Rights Act of 1964 which includes sexual harassment as a form of unlawful discrimination. Retaliation against an employee who files a sexual harassment complaint, or who cooperates in an investigation of a sexual harassment complaint, is against the law and will not be tolerated by Xhales.

Sexual Harassment Procedures

Supervisor Responsibilities

Department managers and appointing authorities are responsible for the following:

1. Disseminating this policy to employees under their supervision;
2. Informing employees that sexual harassment is prohibited conduct which will not be tolerated or condoned, and that disciplinary action will be taken against any person who engages in sexual harassment;
3. Advising employees of their right to complain to the Town's Affirmative Action Officer/Designee, the Massachusetts Commission Against Discrimination (MCAD), and/or the U.S. Equal Employment Opportunity Commission (EEOC);
4. Informing employees that it is advisable to report conduct which the employee believes to be sexual harassment in a timely manner; and
5. Assisting the employee in the complaint resolution process.

Employee Responsibilities

- Each employee is personally responsible for:
 1. ensuring that his/her conduct does not sexually harass any other employee, applicant for employment, or other individual in the workplace;
 2. cooperating in any investigation of a report or complaint of alleged sexual harassment; and
 3. cooperating with the Town's efforts to maintain a working environment free from such unlawful discrimination.

Sanctions

- Any employee found to have engaged in sexual harassment in violation of this policy will be subject to disciplinary action up to and including termination from Town service.

Complaint Resolution Process

- Any employee who believes that he/she has been discriminated against in violation of this policy should file a complaint to the Affirmative Action Officer/Designee.
- All such complaints shall be kept confidential. Documents pertaining to such complaint will not be included in the personnel file of the employee filing the complaint.
- If the Affirmative Action Officer/Designee is unable to resolve the situation to the employee's satisfaction, he/she will direct the employee to the MCAD or EEOC.



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- An employee who is unwilling to make a complaint to the Town's Affirmative Action Officer/Designee may file a complaint directly with the MCAD or EEOC. These agencies may investigate the situation and may or may not issue a complaint.
- **Considerations** - Sexual harassment is not, by definition, limited to prohibited conduct by a male employee toward a female employee, or by a supervisory employee to a subordinate employee. The Town's view of sexual harassment includes, but is not limited to, the following considerations:
 - A man as well as a woman may be the victim of sexual harassment, and a woman may be the harasser.
 - The harasser does not have to be the victim's supervisor. (S)he may be a supervisory employee who does not supervise the victim, a co-worker, or even a non-employee, such as a board member, member of the public, or a vendor to the Town.
 - The victim does not have to be of the opposite sex from the harasser.
 - The victim does not have to be the person at whom the unwelcome sexual conduct is directed. (S)he may also be someone who is affected by such conduct when it is directed toward another person. The sexual harassment of one employee may create an intimidating, hostile, or offensive working environment for another employee, or may unreasonably interfere with the co-worker's performance.
 - Sexual harassment does not depend on the victim's having suffered a concrete economic injury as a result of the harasser's conduct. Improper sexual advances which do not result in the loss of a promotion by the victim, or the discharge of the victim, nonetheless constitute sexual harassment by unreasonably interfering with the victim's work or by creating a hostile or offensive work environment.

Drug Free Work Place Policies

- All of Xhales' facilities are to be alcohol, smoke, and drug free work areas.
- No smoking will be allowed on premises
- Vaporizers can be used in dedicated areas
- No cannabis is to be consumed on the premise unless authorized by the Commission.
- Random drug testing will be mandatory for all Xhales employees.
- Xhales has a zero tolerance stance for illegal drugs.
- If an employee is thought to be under the influence Xhales will have standard on site testing to ensure a safe and productive work environment.
- If an agent tests positive for an illegal drug, the agent will be put on immediate leave and disciplinary actions will be taken.
- Employees who are convicted of controlled substance-related violations in the workplace under state or federal law, or who plead guilty or nolo contendere to such charges, must inform their department head or appointing authority within 5 days of such conviction or plea. Department heads or appointing authorities shall notify the Personnel Director immediately.
- Employees who are convicted, or who plead guilty or nolo contendere to such drug-related violations may be required to successfully complete a drug abuse or similar program as a condition of continued employment or reemployment.
- All employees must sign a statement indicating that they have been informed of the rules and requirements of the Drug Free Workplace



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DIVERSITY PLAN

Xhale is a 100% Black Owned and Controlled Company. We are committed to recruiting, hiring, and retaining a diverse group of candidates that reflect the demographic characteristics of not only Boston, but the Mattapan neighborhood where we grew up.

Goal: Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce. Xhale will seek to hire a workforce that is made up of at least:

- 50% women
- 55% of individuals described as minorities,
- 10% Veterans,
- 10% People with disabilities
- 10% LGBTQIA+.

Program: To achieve this goal, Xhale will:

1. Continue to solicit the guidance and knowledge of our HR consultant;
2. Create gender-neutral job descriptions;
3. Establish working relationships with local career centers, unemployment office, Strive, Dignity Boston, GLBTQ Legal Advocates and Defenders, Strong Women Strong Girls, Women's Foundation of Boston, and Veterans Services;
4. Offer co-op positions to diverse students in local/community colleges, and local advocacy groups.
5. Attend community group meetings in and around Mattapan and Dorchester to introduce Xhale and address any potential hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry; and
6. Engage with diverse community groups to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with Xhale.

Measurements: Xhale will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. Xhale will annually analyze the staffing make-up, and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of Xhale. Xhale will assess and review its progress within a year of receiving its provisional license from the Cannabis Control Commission ("CCC") for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, Xhale will be able to demonstrate to the CCC the success of this initiative.



DIVERSITY PLAN

Goal: Ensure that 60% of participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

Program: Proposed Initiative: To accomplish this goal, Xhale will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups, including people of color(40%), women (10%), veterans, people with disabilities(5%), and/or LGBTQIA+ individuals(5%).

Measurements: Xhale will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by a minority group and will calculate the percentage of those ancillary services and supply chains to ensure our goal is met. Xhale will actively inquire as to whether the suppliers and ancillary services identify themselves as a business that is owned and/or managed by one of the included groups and give priority to these businesses.

Xhale acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively; and b. 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.



Energy Efficiency and Conservation Procedure

Version [2] - [December] [2025]

ROLE

- 1) Security Guard
- 2) Front Desk Staff/Receptionist
- 3) Budtender/Sales Associates
- 4) Shift/Store Manager
- 5) Owner

TIMING

All day, every day.

PURPOSE

Xhale will work diligently to adhere to all CCC energy consumption regulations as well as the Cannabis Energy Overview Recommendations given by The Executive Office of Energy and Environmental Affairs and the Massachusetts Department of Energy Resources

Plan for Potential Energy Use Reduction

- Xhale will remove existing very old lighting and replace it with energy efficient LED lighting.
- Remove existing old doors and replace with brand new Low-E energy efficient doors.

- Utilize as much natural lighting as possible to reduce electricity usage.
- Remove existing very old HVAC system and replace with energy efficient HVAC system.
- Existing walls and ceilings are insulated. Install insulation with R38 roof and R25 wall insulation value and 6 ½ inches thick on the roof with closed cell insulation and 6 inches thick
- All construction to be in compliance with Massachusetts state energy code. When feasible, applicant will attempt to exceed energy code.

Plan to Obtain Renewable Energy Resources

- Xhale work with building owners to find additional renewable energy sources where allowable.
- Xhale will continue to develop energy saving policies and intends on competing as an energy conservation leader in the industry.

General Policies

There is a “lights off” policy if no one is occupying a room or space for areas that are not lit with motion sensors.

- Task Lighting - Some employees use individual floor lamps or desk lamps as task lighting. In these cases, Xhale will ensure all of these lights use Compact Fluorescent Light (CFL) bulbs rather than incandescent bulbs. CFLs are available in the DOE supply stores.
- Refrigerators -Xhale will limit the amount of refrigerators in the break area and offices.