



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282519
Original Issued Date: 05/19/2020
Issued Date: 05/19/2020
Expiration Date: 05/19/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Ganesh Wellness Inc.

Phone Number: 516-776-2305
Email Address: ganeshwellnessinc@gmail.com

Business Address 1: 50 Congress St. Suite 420
Business City: Boston
Business State: MA
Business Zip Code: 02109
Business Address 2:
Mailing Address 1: 65 West Boylston Street
Mailing City: West Boylston
Mailing State: MA
Mailing Zip Code: 01583
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business, Woman-Owned Business

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 33
Role: Owner / Partner
First Name: Anand
Percentage Of Control: 33
Other Role:
Last Name: Patel
Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership:	Percentage Of Control:	
Role: Executive / Officer	Other Role:	
First Name: Nehar	Last Name: Patel	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership:	Percentage Of Control:	
Role: Executive / Officer	Other Role:	
First Name: Neel	Last Name: Patel	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 33	Percentage Of Control: 33	
Role: Owner / Partner	Other Role:	
First Name: Alpa	Last Name: Patel	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 33	Percentage Of Control: 33	
Role: Owner / Partner	Other Role:	
First Name: Mita	Last Name: Patel	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Alpa	Last Name: Patel	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 50
Capital Attestation: Yes		

Individual Contributing Capital 2

First Name: Mita

Last Name: Patel

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$50000

Percentage of Initial Capital: 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 65 West Boylston Street

Establishment Address 2:

Establishment City: West Boylston

Establishment Zip Code: 01583

Approximate square footage of the establishment: 4500

How many abutters does this property have?: 43

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
Certification of Host Community Agreement	HCA Certification.pdf	pdf	5c991541edbb73122a61a98f	03/25/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation.pdf	pdf	5c9917599ff0081b4821e44a	03/25/2019
Plan to Remain Compliant with Local Zoning	GW Plan to Remain Compliant with Local Zoning_Retail.pdf	pdf	5c991b99c4b7a71b66d1694f	03/25/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	GW Plan for Positive Impact_03072020.pdf	pdf	5e66df23e25eb9441003927c	03/09/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Anand

Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Nehar

Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Executive / Officer

Other Role:

First Name: Neel

Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner

Other Role:

First Name: Alpa

Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Owner / Partner

Other Role:

First Name: Mita

Last Name: Patel 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
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Tax Compliance.pdf	pdf	5c992a3eeadf341230f6b8c2	03/25/2019
Bylaws	Ganesh Wellness Bylaws.pdf	pdf	5c992a483d84de123a6151a9	03/25/2019
Articles of Organization	Articles of Organization.pdf	pdf	5c992a50293a5312448ed196	03/25/2019
Secretary of Commonwealth - Certificate of Good Standing	Ganesh Wellness LLC Certificate of Good Standing 10.29.19 (1).pdf	pdf	5dc0b3a666a32657cfbd9025	11/04/2019

No documents uploaded

Massachusetts Business Identification Number: 001312677

Doing-Business-As Name: Campfire Cannabis

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Date generated: 12/03/2020

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	GW Liability Insurance Plan.pdf	pdf	5c993179293a5312448ed1b5	03/25/2019
Proposed Timeline	GW Timeline Retail_V2.0.pdf	pdf	5dc0b454bcb01253152f3fed	11/04/2019
Business Plan	WB Business Plan_V3.0.pdf	pdf	5e66e0a79e668e468af07742	03/09/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	GW Plan to Obtain marijuana or marijuana products.pdf	pdf	5ca23b86d7a931124ee07dee	04/01/2019
Separating recreational from medical operations, if applicable	GW Policy for Separating Recreational from Medical Operations.pdf	pdf	5ca23ba72724e81b525600ae	04/01/2019
Restricting Access to age 21 and older	GW Policy for Limiting Access to Age 21 and Older.pdf	pdf	5ca23bd8eadf341230f6c531	04/01/2019
Security plan	GW Security Plan_West Boylston.pdf	pdf	5ca23c04c4b7a71b66d1762e	04/01/2019
Prevention of diversion	GW Prevention of Diversion Policy and Procedure_Retail.pdf	pdf	5ca23cdcd7a931124ee07df8	04/01/2019
Storage of marijuana	GW Storage SOP_Retail.pdf	pdf	5ca23d063779161b2a877f31	04/01/2019
Transportation of marijuana	GW Policy and Procedure for the Transportation of Marijuana.pdf	pdf	5ca23d2a5d4b0b1b3ebc4c94	04/01/2019
Inventory procedures	Inventory and Tracking SOP_Retail.pdf	pdf	5ca23d4e1e71bd1262330051	04/01/2019
Quality control and testing	Quality Control and Testing SOP_Retail.pdf	pdf	5ca23d94eadf341230f6c53b	04/01/2019
Dispensing procedures	GW Dispensing Procedure_Retail.pdf	pdf	5ca23dbb5d4b0b1b3ebc4c99	04/01/2019
Personnel policies including background checks	GW Personnel Policies_including Background Checks.pdf	pdf	5ca23de02724e81b525600b6	04/01/2019
Record Keeping procedures	GW Record Keeping Procedure.pdf	pdf	5ca23e0b5fd63c1b24eb9e69	04/01/2019
Maintaining of financial records	Maintenance of Financial Records SOP_Retail.pdf	pdf	5ca23e325d4b0b1b3ebc4c9d	04/01/2019
Qualifications and training	GW Qualifications and Trainnig SOP_Retail.pdf	pdf	5ca23e9aedd73122a61b6a2	04/01/2019
Diversity plan	GW Diversity Plan_V3.0.pdf	pdf	5e66e0dcb56dea46718f3129	03/09/2020

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 Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Host Community Agreement Certification Form

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

Applicant

I, Neel Patel, (*insert name*) certify as an authorized representative of Ganesh Wellness, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with West Boylston, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on March 21, 2019 (*insert date*).

Neel Patel
Signature of Authorized Representative of Applicant

Host Community

I, Nancy Lucier, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of W. Boylston (*insert name of host community*) to certify that the applicant and Town of W. Boylston (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 21, 2019 (*insert date*).

Nancy Lucier
Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Neel Patel, (*insert name*) attest as an authorized representative of Ganesh Wellness, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

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

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

‘The Shadow’ coming to Sterling

STERLING - Sterling Community Theatre will present "The Shadow," Feb. 22 and 23, at 7:30 p.m., and Feb. 24, at 2 p.m. "The Shadow" is a collection of serialized dramas that followed

the exploits of the title character, a crime-fighting vigilante. This radio play will be directed by Nate Leonard and performed as a dessert theater for one week-end only.

Tickets are available after Jan. 1. Tickets will be \$25 each, which includes complimentary gourmet desserts and hot beverages.

For more information, visit www.sterlingtheatre.com. The show will be performed in the parish hall of the First Church in Sterling, 6 Meetinghouse Hill Road.

‘Corncobs to Cosmonauts’ closing Jan. 27

CLINTON - There are only a few more weeks to view "Corncobs to Cosmonauts: Redefining the Holidays during the Soviet Era" at the Museum of Russian Icons. The exhibit transforms the museum's West Gallery into a Russian Winter Wonderland through Jan. 27. The centerpiece of the exhibition is more than 150 Soviet-era ornaments displayed alongside various-sized and decorated "New Year's Trees," together with holiday toys, books and cards.

Also on view this holiday season is "Matryoshka in Winter," through Feb. 17. The mini-exhibition features a selection of nesting dolls from the museum's collection that celebrates Russian winter and the Christmas season. Some dolls tell the story of Grandfather Frost and the Snow Maiden, who are said to bring joy and presents to children on New Year's Eve, while other toys depict Santa Claus, Nutcrackers and the joyful activities of Russian winter.

The majority of the ornaments in the Corncobs' exhibit have been donated to the museum by collector Frank Sciacca. The ornaments depict a variety of non-religious objects that were important to both the average Russian

citizen and the Soviet state. These include folk heroes and cartoon characters, funny clowns and chubby babies, state emblems and objects that celebrate the productivity of farms and factories.

Following the Russian Revolution in 1917, the anti-religion Bolsheviks discouraged Christmas and New Year celebrations in the USSR since the gift giving and extravagance that accompanied the holidays symbolized the greed and excess of the aristocracy and bourgeoisie. The tradition of celebrating Novy God (New Year) re-appeared in 1935 as a secular holiday that would symbolize Soviet children's prosperity and happiness.

The New Year's tree, or yolka, was repurposed as the main symbol of the celebration, but with all religious references removed. The Red Army's ruby star replaced the tree-topping star of Bethlehem; and the tree was decorated with non-religious ornaments depicting animals, plants, Kremlin architecture, airplanes, and the communist hammer and sickle.

After the Soviets launched Sputnik 1 in 1957, figures of cosmonauts, rockets, satellites, and planets became popular. Ornaments that celebrated the country's achievements

in agriculture-like peppers, grapes, and carrots-were sold during Soviet leader Nikita Khrushchev's time; the most popular being corncobs because of Khrushchev's infamous "corn campaign" that was introduced as a solution to livestock shortages. The custom of decorating Christmas trees had initially been introduced to Russia by Peter the Great after he visited Europe during the 1700's.

The Russian fairytale figure Ded Moroz (Grandfather Frost) was said to travel in a horse-drawn sleigh accompanied by his beautiful granddaughter, Snegurochka (The Snow Maiden), to deliver gifts to children to place under the New Year's tree. He carries a staff, wears valenki or felt boots, and is carried across Russia in a troika, or a vehicle led by three horses, instead of a sleigh pulled by reindeer.

A discussion of holiday traditions with writer and historian Jennifer Eremeeva is Saturday, Jan. 12, 1 to 4 p.m., members \$12, non-members \$18. A celebration of Russia's "Old New Year" will be held with tea, gingerbread, homemade strawberry jam, and a discussion of the unique fusion of pagan folklore, agrarian influences, Christian traditions,

and Soviet modifications that have molded modern Russia's numerous public and professional holidays.

LEGAL NOTICES

LEGAL NOTICE NOTICE OF PUBLIC SALE

Notice is hereby given by Lowell Fleet Towing 26 Tanner Street, Lowell, MA, pursuant to the provisions of MA G.L.c. 255, Section 39A, that they will sell the following vehicles on or after January 12, 2019 beginning at 10:00 am by public or private sale to satisfy their garage keepers lien for towing, storage, and notices of sale. Vehicle is being stored at 45 West Boylston Street, West Boylston, MA 01583. Signed: John Razzino Owner

Legal Notice

Notice is hereby given that Ganesh Wellness Inc. will be holding a Community Outreach Meeting for proposed Marijana Estancia on Tuesday, January 15, 2019, at 6:30 PM at The Manor Banquet Facility located at 42 West Boylston Street, West Boylston, MA 01583 in The Athenian Room.

The proposed Retail and Product Manufacturing Marijana Establishments are anticipated to be located at 45 West Boylston Street, West Boylston, MA 01583. There will be an opportunity for the public to ask questions.

1/4/2019

BOLTON CONSERVATION COMMISSION NOTICE OF PUBLIC MEETING

The Bolton Conservation Commission will hold a public hearing under the provisions of M.G.L. Chapter 131, Section 40 (Wetlands Protection Act and Riverfront Act), and under the Bolton Wetland By-law Chapter 233, to consider the Notice of Intent submitted by Molly Obendorf of Stamski and McNary, Inc. regarding the proposed construction of a single family home and associated septic system on 31 Nashaway Road within the 100 foot buffer zone and 200 riverfront area. The public meeting will be held on Tuesday, January 15th 2019 at 7:30 p.m. in the Houghton Building located at 697 Main St. Bolton, MA.

1/4/2019

REQUEST FOR PROPOSAL

The Clinton Retirement Board (hereinafter the "Board") is seeking proposals from qualified individuals/firms to provide legal services consistent with MGL Chapter 32 and Commonwealth of Massachusetts Regulations 840 CMR as well as ancillary areas of law pertinent to public agencies.

The request for proposal will be available on January 7, 2019. Completed original, hard copies and electronic copies of the proposals must be received by the Board no later than 4:00 pm EST on January 25, 2019. The Board reserves the right to reject any or all bids. Request for a copy of the RFP should be sent to: Patricia Hazel, Board Administrator Clinton Retirement Board 242 Church Street Clinton, MA 01510 (978) 345-4118 phazel@clintonma.gov (Please note individuals or entities bidding on this Request for Proposals must not be involved in the RFP process in any manner.)

1/4/2019, 1/11/2019

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. WD18P957EA
Worcester Division
225 Main Street, Worcester, MA 01608
(508) 831-2200

INFORMAL PROBATE PUBLICATION NOTICE

Estate of: Beverly A. Mello
Also Known as: Beverly Artz Mello
Date of Death: December 20, 2017
To all persons interested in the above-captioned estate, by Petition of Petitioner Blake P. Artz of Whitman, MA A Will has been admitted to informal probate. Blake P. Artz of Whitman, MA is hereby informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

1/4/2019

COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT 18 SM 007146 ORDER OF NOTICE

To: Roger A. Lowe and Dolores A. Lowe and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. §3 3901 et seq., Nationalstar Mortgage LLC d/b/a Champion Mortgage Company. Claiming to have an interest in a Mortgage covering real property in Berlin, numbered 248 Pleasant Street, given by Roger A. Lowe to Wells Fargo Bank, N.A., dated September 7, 2007, and recorded in Worcester County (Worcester District) Registry of Deeds in Book 41779, Page 317, and now held by Plaintiff by assignment. Plaintiff hereby claims this court a complaint for determination of Defendant's/Defendants' Servicemembers status. If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before January 28, 2019 or you may be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, GORDON H. PIPER, Chief Justice of this Court on December 14, 2018.

Attest:
Deborah J. Patterson
Recorder

1/4/2019

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. WD18P3772EA
Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608
(508) 831-2200

CITATION ON PETITION FOR FORMAL ADJUDICATION

Estate of: Edward J. Jakubowicz
Date of Death: 02/01/2002
To all interested persons: A Petition for Formal Appointment of Personal Representative has been filed by: Monica A. Jakubowicz of Clinton, MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition. The Petitioner requests that Monica A. Jakubowicz of Clinton, MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in an unsupervised administration.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 01/29/2019. This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS' UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Lelah A. Keamy, First Justice of this Court.
Date: December 20, 2018

Stephanie K. Fattman, Register of Probate
01/04/2019

Attachment A

LEGAL NOTICES

LEGAL NOTICE NOTICE OF PUBLIC SALE

Notice is hereby given by Ricky's Towing, Inc. 260 New Lancaster Road, Leominster, MA, pursuant to the provisions of MA G.L.c. 255, Section 39A, that they will sell the following vehicle on or after January 12, 2019 starting at 10:00am by private or public sale to satisfy their garage keepers lien for towing, storage, and notices of sale. 1. 2016 Freightliner Tractor VIN# 3AKJGLD57G5670270 Vehicle is being stored at Ricky's Towing, Inc. Signed: Rick Piermarini Owner

12/28/2018, 1/4/2019, 1/11/2019

LEGAL NOTICE NOTICE OF PUBLIC SALE

Notice is hereby given by Westminster Garage 11 Main Street, Westminster, MA, pursuant to the provisions of Mass General Laws, Chapter 255, Section 39A, that they will sell the following vehicle on or after January 12, 2019 beginning at 10:00 am by private or public sale to satisfy their garage keepers lien for towing, storage, and notices of sale. Vehicles are being stored at Westminster Garage. 1. 2003 Honda Accord VIN 1H6GM66X3A016861 2. 2010 Mitsubishi Lancer VIN JA32U1FU2AU028422 3. 2003 GMC Sierra 1500 1GKFK13007J206234 4. 2002 Buick Century VIN ZG4WS52J221103253 Signed: Jon K. Luoma Owner

12/28/2018, 1/4/2019, 1/11/2019

LEGAL NOTICE NOTICE OF PUBLIC SALE

Notice is hereby given by Westminster Garage 11 Main Street, Westminster, MA, pursuant to the provisions of Mass General Laws, Chapter 255, Section 39A, that they will sell the following vehicle on or after January 12, 2019 beginning at 10:00 am by private or public sale to satisfy their garage keepers lien for towing, storage, and notices of sale. Vehicles are being stored at Westminster Garage. 1. 2003 Honda Accord VIN 1H6GM66X3A016861 2. 2010 Mitsubishi Lancer VIN JA32U1FU2AU028422 3. 2003 GMC Sierra 1500 1GKFK13007J206234 4. 2002 Buick Century VIN ZG4WS52J221103253 Signed: Jon K. Luoma Owner

The text of the revised Common Driveway Rules & Regulations is available for review at the Town Planning Office, 2 Town Hall, Bolton, MA, on Wednesday, Thursday from 9 a.m. to 2:30 p.m. and Tuesday from 9 a.m. to 4 p.m.

Any person interested or wishing to be heard on the matter, should appear at the time and place designated.

Planning Board of Bolton, MA

1/4/2019, 1/11/2019

COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT 18SM007216 ORDER OF NOTICE

To: Gerald J. Wood and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. § 3901 et seq., Wells Fargo Bank, N.A., claiming to have an interest in a Mortgage covering real property in Clinton, numbered 22 East Park Road, given by Gerald J. Wood to Wells Fargo Bank, N.A., dated March 28, 2011, and recorded in the Worcester County (Worcester District) Registry of Deeds in Book 47230, Page 59, as modified by a certain modification agreement dated December 10, 2014, and recorded with said Worcester County (Worcester District) Registry of Deeds in Book 47230, Page 75, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status. If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before January 28, 2019 or you will be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, GORDON H. PIPER, Chief Justice of said Court on December 17, 2018.

Attest:
Deborah J. Patterson
Recorder
14399

COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT 18 SM 007005 ORDER OF NOTICE

TO: Heirs, Devises or Legal Representative of the Estate of Jean E. Carnes
John R. Carnes, Jr.
Kerrie Carnes Saliba
Suzanne Carnes Bailey
and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. App. 3906A, Page 1, and now held by Plaintiff by assignment. Plaintiff hereby claims this court a complaint for determination of Defendant's/Defendants' Servicemembers status. If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before January 28, 2019 or you may be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, GORDON H. PIPER, Chief Justice of this Court on December 12, 2018

Attest:
Deborah J. Patterson
Recorder

1/4/2019

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Stephanie L. Tencati and Christopher J. Tencati to Chase Manhattan Bank, N.A., dated October 13, 2004 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 34984, Page 284 as affected by a Loan Modification Agreement dated September 10, 2012 in said Registry of Deeds at Book 49628, Page 87, subsequently assigned to Deutsche Bank National Trust Company, as Trustee for J.P. Morgan Mortgage Acquisitions Trust, 2007-CH1 Asset Backed Pass-Through Certificates, Series 2007-CH1 by Chase Bank, USA, N.A. /k/a Chase Manhattan Bank USA, N.A., by instrument recorded in said Worcester County (Worcester District) Registry of Deeds at Book 48752, Page 241 for breach of the conditions of said Mortgage and for the purpose of foreclosure, the same will be sold at Public Auction at 10:00 AM on January 18, 2019 at 13 Blossom Street, Clinton, MA, all and singular the premises described in said Mortgage, to wit:

ALL THAT CERTAIN LAND IN BOROUGH OF CLINTON, WORCESTER COUNTY, COMMONWEALTH OF MASSACHUSETTS, AS MORE FULLY DESCRIBED IN DEED BOOK 31458, PAGE 180, ID# , BEING KNOWN AND DESIGNATED AS LOT 29 PLAT OF LAND IN CLINTON, MASSACHUSETTS, FILED IN PLAT BOOK 198, PAGE 3, RECORDED 09/01/1953, BY FEE SIMPLE DEED FROM CHRISTOPHER TENCATI AS SET FORTH IN BOOK 31458, PAGE 180, DATED 08/25/2003 AND RECORDED 08/29/2003, WORCESTER COUNTY RECORDS, COMMONWEALTH OF MASSACHUSETTS.

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

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

Other terms, if any, to be announced at the sale.

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

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A deposit of FIVE THOUSAND

Attachment B

Community Outreach Public Notice

West Boylston Town Administrator;
West Boylston Town Clerk;
West Boylston Board of Selectmen; and
West Boylston Planning Board
140 Worcester Street
West Boylston, MA 01583

January 2, 2019

Notice is hereby given that a Community Outreach Meeting for Ganesh Wellness, Inc., a proposed Marijuana Establishment, is scheduled for January 15, 2019, at 6:30 PM at the Manor Restaurant, 42 West Boylston St., West Boylston MA, 01583 in The Athenian Room. Ganesh Wellness Inc. is proposing to locate a Marijuana Product Manufacturing and Marijuana Retail facility at 65 West Boylston Street in West Boylston.

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

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

Thank You,

Ganesh Wellness, Inc.

Attachment C

Dear Abutter,

January 2, 2019

Notice is hereby given that a Community Outreach Meeting for Ganesh Wellness, Inc., a proposed Marijuana Establishment, is scheduled for January 15, 2019, at 6:30 PM at the Manor Restaurant, 42 West Boylston St., West Boylston MA, 01583 in The Athenian Room. Ganesh Wellness Inc. is proposing to locate a Marijuana Product Manufacturing and Marijuana Retail facility at 65 West Boylston Street in West Boylston.

For more information regarding Marijuana License types please visit
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There will be an opportunity for the public to ask questions.

Thank You,

Ganesh Wellness, Inc.

Plan to Remain Compliant with Local Zoning

Application # MRN282519

Purpose

The purpose of this plan is to outline how Ganesh Wellness, Inc. will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 65 West Boylston Street in West Boylston, which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

The Town of West Boylston enacted a Zoning Bylaw that established zoning restrictions for Adult-Marijuana Establishments.

Per Section 3.13 of the Zoning Bylaw eligible zones for adult use Retail and Product Manufacturing Marijuana Establishments may be allowed by Special Permit issued by the Planning Board in the following locations Zoning Districts: Business (B), Industrial (I), and Commercial/Limited Industrial (CLI). Additionally, Marijuana Establishments may not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12; licensed day-care center; Family Day Care Home, place of worship; library; park; or playground establishment.

Our location at 65 West Boylston Street is located in the Business (B) District and is compliant with all required setbacks. Ganesh Wellness has an executed Host Community Agreement with the Town.

Plan:

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

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

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



Plan to Positively Impact Areas of Disproportionate Impact

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

Ganesh Wellness will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment;

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

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

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

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

EMPLOYMENT PROGRAM-

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

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

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

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

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

SUPPLIER, CONTRACTOR and PARTNER PROGRAM-

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

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

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

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

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

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

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



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0215598464
Notice Date: February 26, 2019
Case ID: 0-000-406-617



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



BYLAWS
OF
GANESH WELLNESS, INC.

BYLAWS

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ARTICLE I

SHAREHOLDERS

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

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

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

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

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

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

1.6. Quorum.

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

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

1.7. Voting and Proxies.

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

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

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

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

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

1.10. Action Without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or

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

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

1.11. Record Date. The Board of Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be (a) the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or (b) in the case of action without a meeting by written consent, the date the first shareholder signs the consent or (c) for purposes of determining shareholders entitled to demand a special meeting of shareholders, the date the first shareholder signs the demand or (d) for purposes of determining shareholders entitled to a distribution, other than one involving a purchase, redemption or other acquisition of the Corporation's shares, the date the Board of Directors authorizes the distribution. A record date fixed under this Section 1.11 may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

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

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

1.13. Form of Shareholder Action.

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

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

1.14. Shareholder List for Meeting.

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

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

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

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

ARTICLE II

DIRECTORS

2.1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.18. Standard of Conduct for Directors.

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

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

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

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

2.19. Conflict of Interest.

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

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

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

(3) the transaction was fair to the Corporation.

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

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

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

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

ARTICLE III

MANNER OF NOTICE

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

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

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

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

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

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

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

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

ARTICLE IV

OFFICERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

PROVISIONS RELATING TO SHARES

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

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

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

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

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

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

ARTICLE VI

CORPORATE RECORDS

6.1. Records to be Kept.

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

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

- (1) its Articles or Restated Articles of Organization and all amendments to them currently in effect;
- (2) its Bylaws or Restated Bylaws and all amendments to them currently in effect;
- (3) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;
- (4) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;
- (5) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA, or any successor Section thereto, for the past three years;
- (6) a list of the names and business addresses of its current Directors and officers; and
- (7) its most recent annual report delivered to the Massachusetts Secretary of State.

6.2. Inspection of Records by Shareholders.

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

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

- (1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 6.2;
- (2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

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

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

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

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

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

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

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

6.3. Scope of Inspection Right.

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

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

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

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

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

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

ARTICLE VII

INDEMNIFICATION

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

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

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

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

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

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

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

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

7.2. Indemnification of Directors and Officers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.4. Procedures for Indemnification; Determination of Indemnification.

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

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

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

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

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

7.5. Notification and Defense of Claim; Settlements.

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

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

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

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

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

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

7.9. Application of this Article.

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

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

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

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

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

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

ARTICLE VIII

MISCELLANEOUS

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENTS

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

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

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

9.3. Quorum and Required Vote.

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

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

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

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

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



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

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

[Special Filing Instructions](#)

Articles of Organization

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

Identification Number: 001312677

ARTICLE I

The exact name of the corporation is:

GANESH WELLNESS, INC.

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	270,000	\$0.00	270,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

1. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. 2. PERSONAL LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE PERSONAL LIABILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH A LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF THE DIRECTOR (A) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS SHAREHOLDERS, (B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW; (C) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. 3. SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS. WITH RESPECT TO ANY MATTER AS TO WHICH THE AFFIRMATIVE VOTE OF MORE THAN A MAJORITY OF THE SHARES IN ANY VOTING GROUP SHALL BE REQUIRED BY THE PROVISIONS OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS FOR THE APPROVAL OF THE MATTER, THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN ANY SUCH VOTING GROUP ELIGIBLE TO VOTE ON THE MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING THAT SUCH GREATER VOTE ON THE MATTER WOULD BE OTHERWISE REQUIRED. 4. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. AN ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES OTHERWISE NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION WOULD BE PRESENT AND VOTING. 5. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND, AND REPEAL THE BYLAWS OF THE CORPORATION, IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH, BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THESE ARTICLES OF ORGANIZATION OR THE BYLAWS, REQUIRES ACTION DIRECTLY AND EXCLUSIVELY BY THE SHAREHOLDERS. 6. AUTHORITY OF DIRECTORS TO CREATE NEW CLASSES AND SERIES OF SHARES. THE BOARD OF DIRECTORS, ACTING WITHOUT THE SHAREHOLDERS, MAY (A) RECLASSIFY ANY UNISSUED SHARES OF ANY AUTHORIZED CLASS OR SERIES INTO ONE OR MORE EXISTING OR NEW CLASSES OR SERIES, AND (B) CREATE ONE OR MORE NEW CLASSES OR SERIES OF SHARES, SPECIFYING THE NUMBER OF SHARES TO BE INCLUDED THEREIN, THE DISTINGUISHING DESIGNATION THEREOF, AND THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS APPLICABLE THERETO, PROVIDED THAT THE BOARD OF DIRECTORS MAY NOT APPROVE AN AGGREGATE NUMBER OF AUTHORIZED SHARES OF ALL CLASSES AND SERIES WHICH EXCEEDS THE TOTAL NUMBER OF AUTHORIZED SHARES SPECIFIED IN THESE ARTICLES OF ORGANIZATION. 7. MEETINGS OF SHAREHOLDERS. ALL MEETINGS OF SHAREHOLDERS MAY BE HELD WITHIN THE COMMONWEALTH OF MASSACHUSETTS OR ELSEWHERE WITHIN THE UNITED STATES. SUCH MEETINGS MAY BE HELD BY TELEPHONE, WEBINAR OR OTHER ELECTRONIC MEANS. 8. PARTNERSHIP AUTHORITY. THE CORPORATION MAY BE A PARTNER, GENERAL OR LIMITED, IN ANY BUSINESS ENTERPRISE WHICH IT WOULD HAVE THE AUTHORITY TO CONDUCT BY ITSELF. 9. SHAREHOLDER EXAMINATION OF CORPORATION RECORDS. EXCEPT AS OTHERWISE PROVIDED BY LAW, NO SHAREHOLDER SHALL HAVE ANY RIGHT TO EXAMINE ANY PROPERTY OR ANY BOOKS, ACCOUNTS OR OTHER WRITINGS OF THE CORPORATION IF THERE IS REASONABLE GROUND FOR BELIEF THAT SUCH EXAMINATION WILL, FOR ANY REASON, BE ADVERSE TO THE INTERESTS OF THE CORPORATION. A VOTE OF THE BOARD OF DIRECTORS REFUSING PERMISSION TO MAKE SUCH EXAMINATION SHALL BE PRIMA FACIE EVIDENCE THAT SUCH EXAMINATION WOULD BE ADVERSE TO THE INTERESTS OF THE CORPORATION. EVERY SUCH EXAMINATION SHALL BE SUBJECT TO REASONABLE REGULATIONS AS BOARD OF DIRECTORS MAY ESTABLISH IN REGARD THERETO.

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: JENNIFER CRAWFORD
No. and Street: 50 CONGRESS STREET
SUITE 420
City or Town: BOSTON State: MA Zip: 02109 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ANAND H. PATEL	203 TRAYMORE BLVD ISLAND PARK, NY 11558 USA
TREASURER	NEHAR PATEL	2 STONE FENCE LANE NEWTOWN, CT 06470 USA
SECRETARY	NEEL PATEL	10 CHAUNCEY DRIVE OXFORD, CT 06478 USA
DIRECTOR	ANAND H. PATEL	203 TRAYMORE BLVD ISLAND PARK, NY 11558 USA
DIRECTOR	ALPA PATEL	2 STONE FENCE LANE NEWTOWN, CT 06570 USA
DIRECTOR	MITA PATEL	10 CHAUNCEY DRIVE OXFORD, CT 06478 USA

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

January

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

SALE OF PRODUCTS TO THE GENERAL PUBLIC

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

No. and Street: 50 CONGRESS STREET
SUITE 420

City or Town: BOSTON State: MA Zip: 02109 Country: USA

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

No. and Street: 50 CONGRESS STREET
SUITE 420

City or Town: BOSTON State: MA Zip: 02109 Country: USA

which is

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

Signed this 14 Day of February, 2018 at 5:00:02 PM by the incorporator(s). (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

JENNIFER K. CRAWFORD

THE COMMONWEALTH OF MASSACHUSETTS

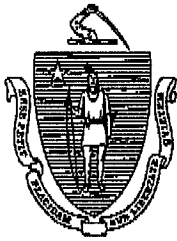
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

February 14, 2018 04:59 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



William Francis Galvin
Secretary of the
Commonwealth

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

October 29, 2019

TO WHOM IT MAY CONCERN:

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

GANESH WELLNESS, LLC

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

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

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:sam



Ganesh Wellness Plan for Obtaining Liability Insurance

Application #: MRN282519

Purpose

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

Research

Ganesh Wellness has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

Plan

1. Once Ganesh Wellness receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experience in the legal marijuana industry.
 - a. Ganesh Wellness will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
2. In the event that Ganesh Wellness cannot obtain the required insurance coverage, Ganesh Wellness will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
 - a. Ganesh Wellness will replenish this account within ten business days of any expenditure.
3. Ganesh Wellness will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.



Business Plan

For

Ganesh Wellness, Inc.

Ganeshwellnessinc@gmail.com

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1. Management Team

Chief Executive Officer - Anand Patel

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

Chief Operating Officer - Neel Patel

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

Director of Marketing - Nehar Patel

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

Director - Alpa Patel

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

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

Director - Mita Patel

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

2. Executive Summary

Ganesh Wellness, Inc. (“Ganesh Wellness”) seeks to enter the legal Massachusetts Cannabis Industry by establishing a cannabis dispensary and manufacturing facility in West Boylston, Massachusetts that will provide high quality and affordable cannabis to consumers.

Ganesh Wellness plans to operate an adult-use retail dispensary and a co-located manufacturing facility at 65 West Boylston St., in the Town of West Boylston.

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

Ganesh Wellness, Inc. is comprised of a first and second generation family members with a long history of running highly regulated businesses and three cannabis industry leaders and experts. This team is focused on being good neighbors in this community as they have done in the past. Currently, Jaydev Patel and Chandrakant Patel have been doing business in Newtown, CT since 1999. A strong relationship with the town has been built with trust and honesty, and is something we take great pride in. With the cannabis experience brought to the team by Meg Sanders, Erik Williams, and Stephen Chaisson, this team will collectively be able to create a safe and community-driven operation. Ganesh Wellness will provide extensive community outreach, such as hiring local employees, using public feedback, and minimizing any negative impacts to the community.

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

Ganesh Wellness looks forward to working with the Town of West Boylston to provide its citizens with high quality product and customer service.

3. Community Interaction

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

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

Ganesh Wellness is dedicated to improving the social well-being for all people, sex, gender, and age. As a result, we will donate 2% of proceeds after we have stabilized our business to charities that fall in line with the views of Ganesh Wellness, the municipality of West Boylston, and the residents of West Boylston.

Ganesh Wellness will also have a Volunteer Day where we will shut down the business and pay our employees to volunteer for a certain cause. We believe that donating our time, along with our resources, is the most effective way to support these charity organizations.

4. Market Analysis & Marketing Mix

4.1. Target Market

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

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

Ganesh Wellness, Inc. sees a great opportunity in West Boylston, MA with an estimated population of 7,591, with the median age being roughly 45 years old. It is estimated that around 1,594 (21%)¹ of the current population will be regular cannabis users and Ganesh Wellness's property on West Boylston Street will allow easy access for these customers. Furthermore, the team expects to attract customers from surrounding towns who have put a moratorium or a ban on retail adult-use cannabis, increasing the total target population to 258,183 and creating a market of 54,219(21%) potential customers. It is estimated that there will be 12-13 stores within this area for the first year, leaving Ganesh Wellness a target market of 4,171 to 4,519.

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

4.2.1. Product

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

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

¹21% of the population are regular marijuana users
<https://www.mass.gov/files/documents/2018/06/29/DPH%20Legislative%20Report%20-%20Marijuana%20Baseline%20Health%20Study.pdf>

The team is committed to the highest standards of quality, safety, security, professionalism, and integrity available. All wholesale products will only come from vetted companies using the stringent due diligence process. This will ensure that only the safest products grown or manufactured using only the highest standards that have been tested by state approved labs will be available to the customers. In order to provide an extra layer of safety, there will be randomized testing of acquired products. For all products Ganesh Wellness is manufacturing, they will use the stringent testing methodology based on years of standard operating procedures developed in Colorado and Illinois. This proprietary quality assurance and testing methodology throughout the manufacturing process will be utilized. All the products sold at the Ganesh Wellness retail location will be properly packaged and labeled according to state regulations and with accurate descriptions of its respective THC and CBD levels.

For more information on particular products see Price section (pg. 16)

4.2.2. Location

Ganesh Wellness, Inc. has secured a property at 65 West Boylston St. for its adult-use retail dispensary as well as a manufacturing facility. This property is 4,500 square feet and will include 8-10 POS stations to meet the demand expected for this retail location. The following is the current state of the property:

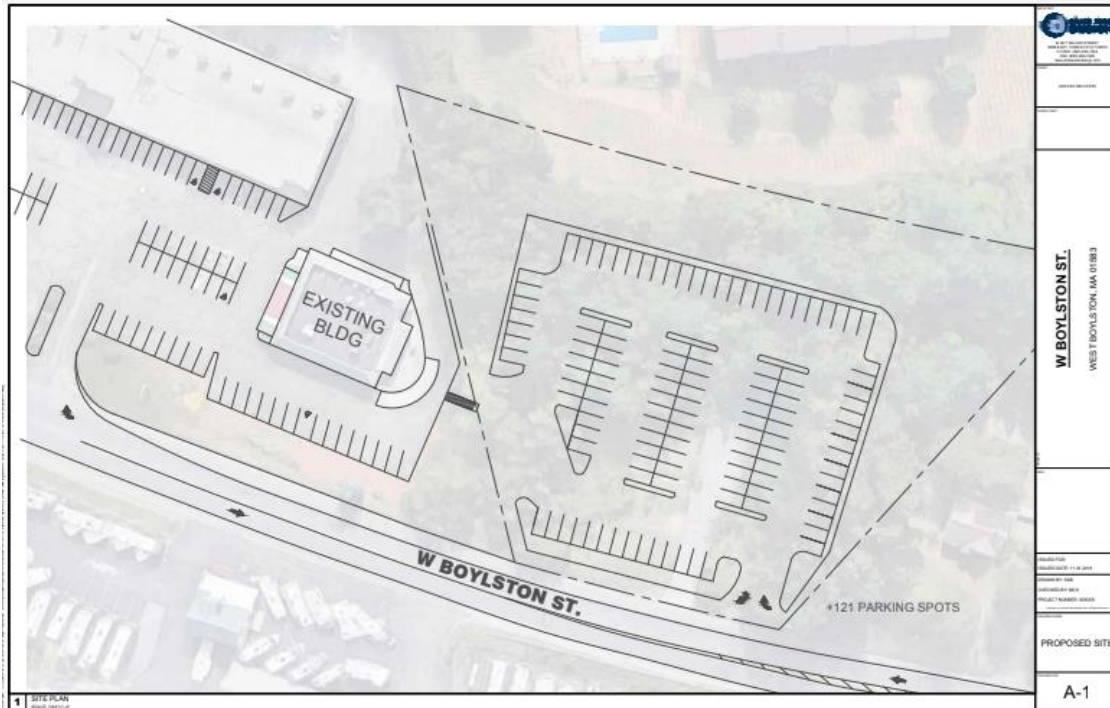


The building is standalone but shares a parking lot with West Boylston Square, a multi-unit building with other businesses. There are about 88 parking spaces, not including handicap spaces, in the entire plaza. There is about 15 spaces dedicated to the dispensary with an additional 34 shared spaces.

Ganesh Wellness has worked with an architect to develop renderings of what the team envisions the building will look like after renovations are complete. The following depicts the resulting renderings:



In order to relieve the parking concerns, Ganesh Wellness has a plan to create an additional parking lot in the adjacent property. This would create an additional 121 parking spaces dedicated for the dispensary needs. A draft site plan for the proposed parking lot is shown below:



4.2.3. Price

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

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

Mini Pre-Roll	\$8
Multi Pre-Roll Pack	\$60
Cookies	\$10 for 1 @ 10mg \$25 for 1 @ 50 mg \$35 for 1 @ 100mg
Chocolate Bar	\$10 for 1 @ 10mg \$25 for 1 @ 50 mg \$35 for 1 @ 100mg
Brownies	\$10 for 1 @ 10mg \$25 for 1 @ 50 mg \$35 for 1 @ 100mg
Capsules	\$5 for 2 @ 10mg each \$20 for 10 @ 10mg each \$10 for 2 @ 25mg each
Gummy Squares	\$30 for 50 @ 2mg each \$35 for 20 @ 5 mg each
Battery for Pen	\$15
1ml Cartridge	\$45
0.5ml Cartridge	\$25
Tincture	\$58 for 485mg
Shatter	\$35 for .5g \$65 for 1g
Lotion	\$30 for 200mg
Grinder	\$20
Rolling Paper	\$4

4.3. Competitive Analysis

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

Internal Competition:

- Other retail dispensaries approved by West Boylston and the State of Massachusetts
- Other retail dispensaries within a 20 mile radius

- Illicit market

External Competition:

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

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

5. SWOT Analysis

Strength	<ul style="list-style-type: none"> ● Well funded and ready to start once license is acquired. ● 40+ years of combined Retail experience in various regulated industries (more information in management profile pg. 3). ● Team members from Will and Way have years of experience in the industry ranging from startups, existing businesses, investors, brands, governments, and building business to business relationships. They will help Ganesh Wellness by providing valuable industry experience and ensuring we are compliant with all state and local regulations. ● West Boylston property is in a high traffic area. ● Operation and investment accounts currently open with Century Bank. ● Community and consumer driven, excellent customer service culture ● Expected growth rate of this industry is 28.3%. ● Market is in Quality Growth Stage. ● Cannabis is beginning to be viewed more positively.
Weaknesses	<ul style="list-style-type: none"> ● Store is not facing the street. ● Regulation restricting certain marketing and other promotions. ● Current stigma over cannabis (slowly changing).
Opportunities	<ul style="list-style-type: none"> ● To expand into the medical side. ● To create more tax revenue for local communities.
Threats	<ul style="list-style-type: none"> ● Cannabis is still a Schedule I drug. ● Rapid growth of industry means more competitors will enter. ● Pharmaceutical industry will increase competition with Cannabis industry.

6. Operating Plan

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

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

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

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

6.1. Manufacturing

Ganesh Wellness plans to co-locate manufacturing operations in their dispensary location at 65 West Boylston. There is already significant infrastructure including a large, commercial kitchen at this location. The team will utilize closed loop CO2 and other extraction methodologies to create high quality oil that will be utilized to manufacture concentrates, vape cartridges and infused products. Infused products will include baked goods, tinctures, lozenges, chocolates and

gummy products. The infused product market is more than half of all adult use markets and Ganesh Wellness anticipates manufacturing operations to require 10 full time positions.

7. Security Plan

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

The Ganesh Wellness Management Team has vast experience in facility security in the legal marijuana industry. As owners of Colorado and Illinois dispensaries, Meg Sanders and Erik Williams have designed and implemented robust, compliant security plans and systems in marijuana establishments in other markets. As a former Director of Compliance and Investigations for the Massachusetts Medical Use of Marijuana Program, Steve Chaisson from AC3 Consulting has first-hand knowledge of not only the physical security systems, but the policies, procedures and plans that go along with them. Meg, Erik and Steve have helped design and implement dozens of security plans and security policies that have been approved by the Massachusetts Department Health and the Massachusetts Cannabis Control Commission. Our security systems and policies will ensure that the security for each Ganesh Wellness facility is compliant with the regulations and provides superior security for our products, team and the public.

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

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

8. Financial Projections

8.1. Current Financial Standing:

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

8.2. Three Year Projections:

Ganesh Wellness predicts the following based off insights from our strategic partners from Will and Way:

For Year End	2019	2020	2021
Flower Sales	\$3,033,000	\$12,840,000	\$12,728,000
Concentrates & Marijuana Infused Products (MIP)	\$3,021,000	\$12,840,000	\$12,728,000
Total Revenue	\$6,054,000	\$25,680,000	\$25,456,000
COGS	\$2,167,000	\$7,276,800	\$7,276,800
Other Expenses	\$754,900	\$2,113,824	\$2,113,824
Net Profit	\$3,132,000	\$10,782,780	\$10,782,780

FY 2019:

We plan to open retail and manufacturing operations in West Boylston by September 2019. Our total CAPEX and OPEX for 2019 is approximately \$1,500,000.

Ganesh has secured initial capital commitments of \$3.5 million and has the ability to finance the entire project



Policy for Separating Recreational from Medical Operations

Application #: MRN282519

Not Applicable

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



Policy for Restricting Access to Age 21 and Older

Application #: MRN282519

I. Intent

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

II. Purpose

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

III. Definitions

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

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

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

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

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

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent

with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old.**

IV. Responsibilities

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

V. Access to the Facility

Ganesh Wellness facility located at 65 West Boylston Street in West Boylston, allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by Ganesh Wellness for the transportation of Marijuana:

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

ii. **L. Look**

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

iii. **A. Ask**

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

iv. **G. Give Back**

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

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

3. Visitors (including outside vendors and contractors)

- a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
 - i. If there is any question as to the visitor's age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
- b. After the age of the visitor is verified they will be given a Visitor Identification Badge
- c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
- d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.

- i. The visitor log will be available for inspection by the Commission at all times
- 4. Access to the Commission, Emergency Responders and Law Enforcement.
 - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.
 - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
 - b. Individuals described above in this policy will be granted immediate access to the facility.

VI. Training

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

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

- a. Diversion prevention and prevention of sales to minors;
- b. Acceptable forms of identification, including:
 - i. How to check identification;
 - ii. Spotting false identification;
 - iii. Medical registration cards issued by the DPH;
 - iv. Provisions for confiscating fraudulent identifications; and
 - v. Common mistakes made in verification.



Quality Control and Testing of Marijuana Products

Policy and Procedure

Application #: MRN282519

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

Intent

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

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

I. General Requirements

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

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

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

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

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

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

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

Ganesh Wellness will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

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

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

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

II. Laboratory Testing

For products manufactured by Ganesh Wellness, we will retain two Licensed Independent Testing Laboratories to test all marijuana batches and final marijuana products prior to packaging to ensure contaminant-free purity and correct dosage and potency. These labs, CDX Analytics and MCR Labs are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body

that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement and are licensed by the Commission.

Required testing includes:

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

This policy and procedure requires that:

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

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

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

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

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

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

Facility

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

1. All product or food contact surfaces will be smooth, durable and easily cleanable.
2. The walls, ceiling and floors of all processing, production and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
 - a. There is coving at base junctures that is compatible with both wall and floor coverings. The coving has a 1/4-inch radius and is at least 4" in height.
3. The facility provides sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
4. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
5. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of infused or marijuana products, infused or marijuana products-contact surfaces

or infused or marijuana products-packaging materials. Piping and conduit are at least 25 mm (2.5 cm) from the walls and ceilings.

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

13. The facility provided its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
14. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility are self-closing and rodent proof;
 - a. Our mantrap doors help prevent insects and microbial contaminants from entering the building when doors are in use;
 - b. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside; and
 - c. Foot baths and sticky mats are strategically placed throughout the Product Manufacturing areas of the facility to collect pest and contaminants from footwear
 - d. Ganesh Wellness has engaged the services of a licensed commercial pest control company to inspect and control any pest infiltration into the facility
2. Employee and visitor gowning for Product Manufacturing
 - a. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility; and
 - b. Visitors are required to secure personal belongings and don jumpsuits and disposable boot covers
3. Training
 - a. All product manufacturing employees are trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring
 - a. Small sticky traps for monitoring of flying or airborne pest are posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste
 - a. All marijuana plant waste will be placed in the "Marijuana Waste" container located in each product manufacturing area.
 - i. This container is impervious and covered
 - b. At the end of every day the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room
 - c. All plant waste will be stored in the waste room in sealed containers until disposal
6. Handling and storage of non-marijuana waste.
 - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles

- i. Recyclable
 - ii. Organic
 - iii. Solid waste
 - b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are stored in an area away from production, processing and storage areas.

Sanitation

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

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
 - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
 - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate dry and refrigerated storage facilities shall be utilized for raw ingredients and finished marijuana products
 2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for food/product preparation or for washing equipment or utensils will not be used for handwashing.
 - b. Each handwashing sink provides hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than hand washing
 3. Toilet Room- A toilet room is available for use by all workers. Ventilation is provided by mechanical means. A soap dispenser and disposable towels are provided for hand washing in toilet rooms.
 4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel two or three-compartment sink will be used.
 - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
 - b. Each compartment will be supplied with adequate hot and cold potable running water

- c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils
- d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
- e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the ware wash sink.
- f. An approved chemical test kit for determining sanitizer strength will be available and used.
- g. Manual Ware washing Procedure
 - i. Rinse, scrape, or soak all items before washing.
 - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Ware washing Monitoring Form
 - iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone, or water is dirty.
 - iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
 - v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 - 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 - 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
 - 3. Alternatively, sanitizing wipes may be used for sanitation of utensils and surfaces.
 - vi. To avoid recontamination of clean and sanitary items:
 - 1. Air dry all items on a drainboard.
 - 2. Wash hands prior to returning to storage.

Ware washing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or

Soapy Water	Clear Water	Chemical Sanitizer
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Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

h. Equipment Cleaning and Sanitizing Procedure

- i. Disassemble removable parts from equipment
- ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 1. Quaternary ammonia –200 ppm and immerse for 30 seconds
 2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
 3. Chlorine –50-99 ppm and immerse for 7 seconds
- iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
- iv. Allow all parts of the equipment to air dry.
- v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
- vi. Reassemble the equipment.
- i. Food/Product Preparation Surfaces- These surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
 - i. Pre-scrape surface to remove gross soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.

- iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 - 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds
 - v. Allow to air dry.
- 5. Mechanical Cleaning and Sanitizing- For mechanical cleaning and sanitizing of equipment and utensils, a commercial dishwasher using a sanitizing agent will be used.
 - a. The dishwasher must effectively remove physical soil from all surfaces of dishes, equipment, and utensils.
 - b. The dishwasher will be installed and operated according to the manufacturer's instructions
 - c. There will be sufficient area or facilities such as portable dish tubs and drain boards for the proper handling of soiled utensils prior to washing and of cleaned utensils after sanitization, so as not to interfere with safe food handling, hand washing, and the proper use of ware washing facilities. Equipment, utensils, and tableware shall be heat-dried or air-dried.
 - d. Mechanical Ware washing Procedure
 - i. Fill dish Machine tanks prior to use, using the automatic filler.
 - ii. Run dish Machine after being filled, but prior to being used, until it reaches 110°F
 - iii. Check that soap and chemical sanitizer dispensers have enough products for the day's use.
 - iv. Scrape and rinse all items before placing them in the Machine.
 - v. Load the dishwasher racks. Avoid overloading or improper loading.
 - vi. Place rack in Machine and close door. Check that the wash cycle is maintaining at least 120°F and runs for a minimum of 2 minutes.
 - vii. Record the temperatures for the wash and rinse cycles and the water pressure on the Chemical Dish Machine Monitoring Form
 - viii. Temperatures and pressure should be at least:
 - 1. Wash -120°F and runs for a minimum of 2 minutes
 - 2. Rinse -75-120°F
 - 3. Minimum water pressure for final rinse should be at 15-25 psi
 - ix. Check sanitizer concentration using appropriate test strips.
 - x. Record the date, temperatures, water pressure, and sanitizer concentration and initial the entry on the Chemical Dish Machine Monitoring Form.
 - xi. Run racks of trays, equipment, dishes and utensils through the dish Machine.

- xii. Use clean hands, remove items from Machine, and allow to air dry.

Personnel

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

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing food/products or handling equipment.
 - As often as necessary during food/product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.

- When switching between working with raw foods/products and working with ready-to-eat or cooked foods/products.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
 - b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when packaging products
- v. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.

- No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. The Ganesh Wellness facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed food, clean equipment, utensils, linens, and unwrapped single-service and single-use articles.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

HACCP- Hazard Analysis and Critical Control Point

Ganesh Wellness will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that Ganesh Wellness will manufacture. Ganesh Wellness will:

1. Assemble the HACCP team
2. Describe the food/product and its distribution
3. Describe the intended use and consumers of the food/product
4. Develop a flow diagram which describes each process
5. Verify the flow diagram
6. Conduct a hazard analysis for each product (Principle 1)
7. Determine critical control points (CCPs) for each product (Principle 2)
8. Establish critical limits (Principle 3)
9. Establish monitoring procedures (Principle 4)
10. Establish corrective actions (Principle 5)
11. Establish verification procedures (Principle 6)
12. Establish record-keeping and documentation procedures (Principle 7)

Training

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

1. All product manufacturing employees will be trained on basic food safety prior to or during the first day of employment.
 - a. Include basic food safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All employees engaging in the production and processing of any food/product will be trained and certified in;
 - a. SERVSAFE Massachusetts Allergen Training Program
 - b. SERVSAFE Food Handler Program
3. Provide staff with at least bi-annual training on food safety, including food allergy awareness and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide food safety and HACCP training.
7. Observe staff to ensure they demonstrate food safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.



Ganesh Wellness Personnel and Background Check Policy

Application #: MRN282519

Intent

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

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

Purpose

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

Personnel Records

Ganesh Wellness will maintain the following information in personnel records:

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

- f. A record of any disciplinary action/performance issues; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
- 3. A staffing plan that will demonstrate accessible business hours
- 4. Personnel policies and procedures; and
- 5. All background check reports obtained in accordance with 935 CMR 500.030.

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

Ganesh Wellness Agents

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

All Ganesh Wellness Agents shall:

- 1. Be 21 years of age or older;
- 2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- 3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

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

- 1. The full name, date of birth, and address of the individual;
- 2. All aliases used previously or currently in use by the individual, including maiden name, if any;
- 3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- 4. An attestation that the individual will not engage in the diversion of marijuana products;
- 5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- 6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and

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

- b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
- 7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 - 8. Any other information required by the Commission.

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

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

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

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

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

Background Checks

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

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

- a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);
- b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - i. The individual's full legal name and any aliases;
 - ii. The individual's address;
 - iii. The individual's date of birth;
 - iv. A photocopy of the individual's driver's license or other government-issued identification card;
 - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
- c. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
 - i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - ii. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
 - iii. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
 - iv. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or

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

- v. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- vi. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
- vii. Any other information required by the Commission.

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

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

Equal Opportunity Employment Policy

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

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

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

Anti-Harassment and Sexual Harassment Policy

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

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

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

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

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

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

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

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

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

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

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

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

Americans with Disability Act

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

Drug/Alcohol Free Workplace

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

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

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

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

Smoke Free Workplace

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

Employee Assistance Policy

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

Employee Diversion of Marijuana

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

Employee Handbook

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

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



Record Keeping Procedure

Application #: MRN282519

Intent

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

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

Purpose

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

Access to the Commission

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

Types of Records

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

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

- f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- j. Alcohol, smoke, and drug-free workplace policies;
- k. A plan describing how confidential information will be maintained;
- l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall include:
 - i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and

- iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- 2. Operating procedures as required by 935 CMR 500.120(12);
 - a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
 - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
 - f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- 3. Inventory records as required by 935 CMR 500.105(8); and
- 4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- 5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual

indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
- c. A staffing plan that will demonstrate accessible business hours and safe work conditions;
 - d. Personnel policies and procedures; and
 - e. All background check reports obtained in accordance with 935 CMR 500.030
6. Business records, which shall include manual or computerized records of:
- a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
7. Waste disposal records as required under 935 CMR 500.105(12); and
8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
9. Responsible vendor training program compliance records.
10. Vehicle registration, inspection and insurance records.

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



Maintaining Financial Records Policy and Procedure

Application #: MRN282519

I. Intent

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

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

II. Purpose

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

III. Policy

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

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

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

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

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

Access to the Commission

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

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

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

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

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

Point of Sale (POS) Systems

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

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

- f. method of payment, and
 - g. POS terminal number and POS transaction number.
- 3. Ganesh Wellness will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
 - a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
 - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
 - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
 - f. Any and all changes in the setup of the system.
- 4. Ganesh Wellness will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
 - a. Ganesh Wellness will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
 - b. Ganesh Wellness may utilize a sales recording module approved by the DOR.
 - c. Ganesh Wellness will not utilize software or other methods to manipulate or alter sales data.
 - d. Ganesh Wellness will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Ganesh Wellness will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Ganesh Wellness determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. We will immediately disclose the information to the Commission;
 - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
 - e. Ganesh Wellness will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
 - f. Ganesh Wellness will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
 - g. Ganesh Wellness will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;



Qualifications and Training Policy and Procedure

Application #: MRN282519

I. Intent

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

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

II. Purpose

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

III. Qualifications for a Ganesh Wellness Marijuana Establishment Agent

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

All Ganesh Wellness Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.802.

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

IV. Required Training for Ganesh Wellness Agents

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

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

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

6. When implemented and available, Ganesh Wellness will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a "responsible vendor"
 - a. After the responsible vendor designation is applied each Ganesh Wellness owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."
 - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Ganesh Wellness will allow and encourage them to attend on a voluntary basis.
 - c. Ganesh Wellness will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
7. All retail employees will be trained on:
 - a. Safety and Security;
 - b. Disaster plan;
 - c. Privacy ;
 - d. Cash handling;
 - e. Diversion prevention and prevention of sales to minors, including best practices;
 - f. Compliance with all tracking requirements;
 - g. Acceptable forms of identification. Training shall include:
 - h. How to check identification;
 - i. Spotting false identification; and
 - j. Common mistakes made in verification
8. All product manufacturing employees will be trained on basic food safety prior to or during the first day of employment.
 - a. Include basic food safety training as part of new employee orientation;
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
9. All employees engaging in the production and processing of any food/product will be trained and certified in;

- a. SERVSAFE Massachusetts Allergen Training Program;
- b. SERVSAFE Food Handler Program;
- c. Ongoing training for production and processing employees will include bi-annual training on food safety, including food allergy awareness and HACCP; and
- d. All production and processing managers will be trained as a Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.



Diversity Plan

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

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

Ganesh Wellness will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

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

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

Diversity Plan Populations ("Program Populations"):

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

Goals

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

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

RECRUITMENT AND HIRING PROGRAM-

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

- 50% Female
- 25-30% Minority;
- 5-10% Veteran;
- 5-10% Persons with a disability; and
- 5-10% Persons who are LBGTQ+

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

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
 - a. Hiring Managers will be trained prior to the start of our hiring process. We expect this his training to be completed 45 days prior to our first round of hiring.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference. These groups include the Mass CBA, THC Staffing Group and Elevate NE
6. All job postings will be forwarded to the MassHire Worcester Career Center and MassHire Merrimack Valley Career Center - Haverhill at 671 Kenoza Street, Haverhill, MA 01830 which are both Massachusetts One Stop Career Centers that serve Worcester and Haverhill which have the largest minority populations in the area.
7. Though the MassHire Career Centers we will hold job fairs. We will promote our Diversity

hiring preferences at these fairs and encourage individuals who meet our Diversity Plan Populations to apply.

- a. Approximately 60 days prior to our anticipated opening date for each of our marijuana establishments we will hold our first job fairs.
 - b. Subsequent job fairs will be held as needed.
8. All job postings will also be posted in the through the Worcester Telegram and the Eagle Tribune
 - a. All job postings will promote our priority hiring policy for individuals who meet the Diversity Plan Populations outlined above.
9. Ganesh Wellness has also engaged that services of Will and Way Total Cannabis Solutions. Will and Way have experience in human resource management for the cannabis industry and they will assist us in developing our hiring process to target individuals who meet the Plan Populations identified above.

Measurements- We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

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

SUPPLIER/PARTNER PROGRAM-

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

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

1. Ganesh Wellness will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.

2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

Measurement- We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal. After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted with as our wholesale partners; and
5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above that we have engaged with that did not result in a wholesale agreement and the reasons why.

DIVERSITY PLAN EVALUATION

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

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool to ensure that our recruitment policies are generating a diverse representation;
2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion; and
3. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.

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