



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283323
Original Issued Date: 09/18/2020
Issued Date: 09/18/2020
Expiration Date: 09/18/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Heal Sturbridge, Inc.

Phone Number: 617-965-3500 Email Address: kadams@sab-law.com

Business Address 1: 4 Irving Road Business Address 2:

Business City: Weston Business State: MA Business Zip Code: 02493

Mailing Address 1: 1200 Walnut Street Mailing Address 2:

Mailing City: Newton Highlands Mailing State: MA Mailing Zip Code: 02461

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD: Heal, Inc.

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control:

Role: Manager Other Role:

First Name: Patricia Last Name: Faass Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control:

Role: Owner / Partner Other Role:

First Name: Alexander Last Name: Oliphant Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control:

Role: Owner / Partner Other Role:

First Name: James Last Name: Bonaccorsi Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100

Entity Legal Name: TAJ Green, LLC

Entity DBA:

DBA

City:

Entity Description: management company

Foreign Subsidiary Narrative:

Entity Phone: 617-930-5304

Entity Email: tfaass@gmail.com

Entity Website:

Entity Address 1: 4 Irving Road

Entity Address 2:

Entity City: Weston

Entity State: MA

Entity Zip Code: 02493

Entity Mailing Address 1: 1200 Walnut Street

Entity Mailing Address 2:

Entity Mailing City: Newton Highlands

Entity Mailing State: MA

Entity Mailing Zip Code:

02461

Relationship Description: TAJ Green, LLC owns 100% of Heal Sturbridge, Inc. TAJ is a management company which also owns the following entities: Heal, Inc. (medical licenses in Warren, Sturbridge and Provincetown), Heal Provincetown, Inc. (AU retail) and Heal Cultivation, LLC (AU cultivation)

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: TAJ Green, LLC

Entity DBA:

Email: tfaass@gmail.com

Phone: 617-930-5304

Address 1: 4 Irving Road

Address 2:

City: Weston State: MA Zip Code: 02493
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$522739.43 Percentage of Initial Capital: 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 660 Main Street

Establishment Address 2:

Establishment City: Sturbridge

Establishment Zip Code: 01566

Approximate square footage of the establishment: 1696

How many abutters does this property have?: 46

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Heal_Sturbridge_Community_Outreach.pdf	pdf	5e6bdac9482e703583b77259	03/13/2020
Certification of Host Community Agreement	HSI_HCA_Certification.pdf	pdf	5e7013afbddd0438d21d89a7	03/16/2020
Plan to Remain Compliant with Local Zoning	HSI Plan to Remain Compliant with Local Zoning.pdf	pdf	5ec46fa90f96d32d20670cec	05/19/2020

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	MA Community Impact Plan Sturbridge.pdf	pdf	5e6a5e51d2a4e4440583ab10	03/12/2020
Other	Center of Hope Letter.pdf	pdf	5e6a625fb56dea46718f3a48	03/12/2020
Other	HEAL, INC_Nick_Perry.pdf	pdf	5e6a626773b705467fecb1dd	03/12/2020
Other	Southbridge Food Share.pdf	pdf	5e72490b81ed8a355b8d5091	03/18/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Patricia

Last Name: Faass Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Alexander

Last Name: Oliphant Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 3

Role: Owner / Partner

Other Role:

First Name: James

Last Name: Bonaccorsi Suffix:

RMD Association: RMD Owner

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: TAJ Green, LLC

Entity DBA:

Entity Description: Management Company

Phone: 617-930-5304

Email: tfaass@gmail.com

Primary Business Address 1: 4 Irving Road

Primary Business Address 2:

Primary Business City: Weston

Primary Business State: MA

Principal Business Zip Code: 02493

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles_of_Organization_09102019.pdf	pdf	5e6a81bed2a4e4440583ac27	03/12/2020
Bylaws	Heal Sturbridge Inc_Bylaws.pdf	pdf	5e7014a1b3c49635509e6e6a	03/16/2020
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing 4.29.20.pdf	pdf	5ea9dd7e0f96d32d2066dee7	04/29/2020
Department of Revenue - Certificate of Good standing	HSI Certificate of Good Standing DOR.pdf	pdf	5eaae2365c6c422d41af9a26	04/30/2020
Secretary of Commonwealth - Certificate of Good Standing	Dept of Unemployment Attestation 4302020.pdf	pdf	5eaae4b95fa02a2d3651b633	04/30/2020
Articles of Organization	HSI_Board of Directors.pdf	pdf	5ec4700a7dc041349281779f	05/19/2020

No documents uploaded

Massachusetts Business Identification Number: 001401270

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Heal Business Plan Sturbridge.pdf	pdf	5e6a854ef63398441bbc0fcc	03/12/2020
Proposed Timeline	Sturbridge Timeline for Achieving Operations.pdf	pdf	5e6a85fcd7e6446b62a6384	03/12/2020
Plan for Liability Insurance	Cannasure Package Indication .pdf	pdf	5e8f7fa71cdd2e3910a540d8	04/09/2020
Plan for Liability Insurance	Cannasure Products Liability Indication .pdf	pdf	5e8f7faed29ad93571597fcf	04/09/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Diversity plan	Sturbridge Diversity Plan.pdf	pdf	5e6a8d11b56dea46718f3bc4	03/12/2020
Plan for obtaining marijuana or marijuana products	HSI Plan to Obtain MJ.pdf	pdf	5e724a489a385038d9d870a9	03/18/2020
Restricting Access to age 21 and older	HSI Plan for Restricting Access to Ages 21 and Older.pdf	pdf	5e724a5a2eba6d38ef161e01	03/18/2020
Prevention of diversion	HSI Prevention of Diversion.pdf	pdf	5e724a73172cbc3545972477	03/18/2020
Storage of marijuana	HSI Storage of Marijuana.pdf	pdf	5e724a805f1da0353e2af7cb	03/18/2020
Transportation of marijuana	HSI Transportation.pdf	pdf	5e724a8f482e703583b77d28	03/18/2020
Inventory procedures	HSI Inventory Procedures.pdf	pdf	5e724a9af0445c357cb03cab	03/18/2020
Dispensing procedures	HSI Dispensing.pdf	pdf	5e724ab0bddf0438d21d8e84	03/18/2020
Record Keeping procedures	HSI Recordkeeping Plan.pdf	pdf	5e724ac62eba6d38ef161e05	03/18/2020
Maintaining of financial records	HSI Maintaining of Financial Records.pdf	pdf	5e724ad4961ad539052ba8c7	03/18/2020
Qualifications and training	HSI Qualifications and Training.pdf	pdf	5e724ae0f0445c357cb03caf	03/18/2020
Personnel policies including background checks	HSI Personnel Policies Background.pdf	pdf	5ec46c8e5f1314349d5f9ba8	05/19/2020
Security plan	HSI Security Plan.pdf	pdf	5ec46d250f96d32d20670ce7	05/19/2020
Separating recreational from medical operations, if applicable	HSI Plan for Separating Adult Use from Medical Operations.pdf	pdf	5ec46d4c0f6f0d34840b4639	05/19/2020
Quality control and testing	HSI Quality Control and Testing.pdf	pdf	5ec46d990f6f0d34840b463d	05/19/2020
Security plan	HSI Limited Access.pdf	pdf	5ec46e4d7d78332d19fc8ac8	05/19/2020
Dispensing procedures	HSI_Covid-19 Precautions.pdf	pdf	5ec47094f16b5934c591bc68	05/19/2020

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 7:00 PM
Tuesday From: 10:00 AM	Tuesday To: 7:00 PM
Wednesday From: 10:00 AM	Wednesday To: 7:00 PM
Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 9:00 PM
Saturday From: 10:00 AM	Saturday To: 9:00 PM
Sunday From: 12:00 PM	Sunday To: 6:00 PM

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).

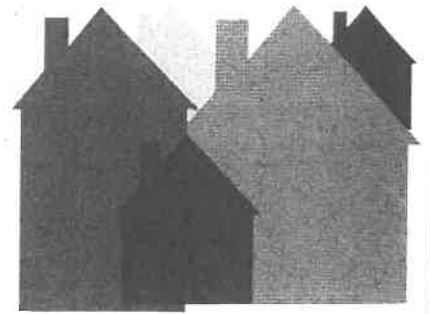
I, Patricia Faass, (insert name) attest as an authorized representative of Heal Sturbridge, Inc (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 7, 2020 (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 December 20, 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 December 20, 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 December 20, 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*).

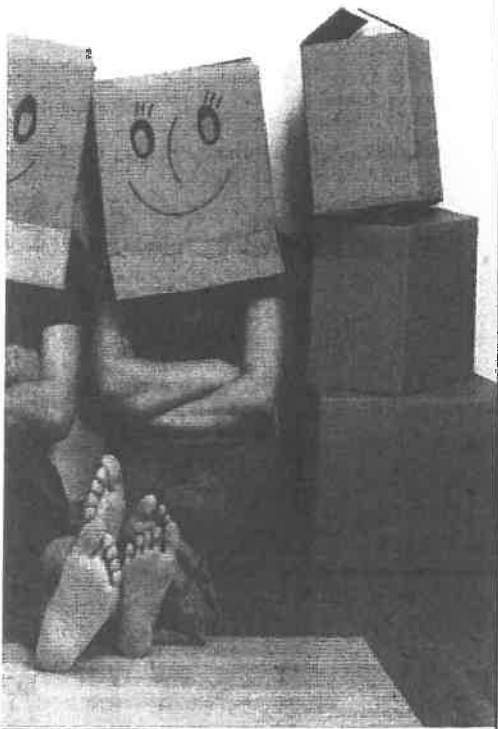
5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment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

NGS
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LEGALS

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL OF HEAL STURBRIDGE, INC. TO OPERATE ADULT-USE MARIJUANA ESTABLISHMENT AT 660 MAIN STREET, FISKDALE (STURBRIDGE), MA

Heal Sturbridge, Inc. ("Heal") will be hosting a Community Outreach Meeting ("the Meeting") on **January 7, 2020 at 660 Main Street, Fiskdale (Sturbridge), Massachusetts (the "Property")**, at 6:00 p.m. Members of the public are encouraged to attend the Meeting, at which Heal will outline its proposal to apply for a Marijuana Retail license at the Property pursuant to M.G.L. Chapter 94G and Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission. Please note that the information provided at this meeting will be similar to that provided at Heal's previously noticed outreach meeting on May 30, 2019.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The type of Adult-Use Marijuana Establishment to be located at the Property.
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely.
3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors.
4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Members of the Sturbridge communi-

ty will be encouraged to ask questions and to engage in discussions with representatives of Heal.

A copy of this notice is on file with the offices of the Town Clerk and the Town Administrator, along with the offices of the Board of Selectmen and the Planning Board, Sturbridge Town Hall, 308 Main Street, Sturbridge, Massachusetts. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, abutters to abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all 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.

December 19, 2019

Public Hearing Notice

In accordance with the provisions of Chapter 40A, Section 11, M.G.L. the Brimfield Planning Board will hold a public hearing, on the following:

The Brimfield Planning Board will be holding a Site Plan Review

Public Hearing for Sunpin Solar Development, LLC for the proposed project of a Gravel access drive and utility connections for a solar project located in the Town of Warren which is located at Brookfield Road (parcel id: Map #4B Block# A, Lot 18) on January 8, 2020 at the Brimfield Town Hall (21 Main Street) at 7:30pm.

Anyone interested in more information or wishing to be heard on the application can contact the Brimfield Planning Board or appear at the time and place designated above. A copy of the application may be inspected at the Planning Board Office in the Town Hall, please call 413-245-4100 x1153 or email planning@brimfieldma.org.

December 13, 2019

December 20, 2019

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING PROPOSAL OF HEAL STURBRIDGE, INC.
TO OPERATE ADULT-USE MARIJUANA ESTABLISHMENT
AT 660 MAIN STREET, FISKDALE (STURBRIDGE), MA**

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4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

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**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING PROPOSAL OF HEAL STURBRIDGE, INC.
TO OPERATE ADULT-USE MARIJUANA ESTABLISHMENT
AT 660 MAIN STREET, FISKDALE (STURBRIDGE), MA**

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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, Patricia Faass, (insert name) certify as an authorized representative of Heal, Sturbridge, Inc. (insert name of applicant) that the applicant has executed a host community agreement with the Town of Sturbridge, MA pursuant to G.L.c. 94G § 3(d) on March 16, 2020.


Signature of Authorized Representative of Applicant

Host Community

I, Mary Dowling, Vice-Chair of the Board of Selectmen, certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Sturbridge, MA to certify that the applicant and Town of Sturbridge, MA has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 16, 2020.


Mary Dowling
Vice-Chair, Sturbridge Board of Selectmen

Heal Sturbridge, Inc. Plan to Remain Compliant with Local Zoning

660 Main Street, Sturbridge is in the General Industrial Zoning District, as well as the Medical Marijuana Overlay District, where the use of Adult Use Marijuana Establishment is allowed by special permit and site plan approval pursuant to Chapter 31 of the Zoning Bylaw. Heal Sturbridge, Inc. executed a Host Community Agreement with the Sturbridge Board of Selectmen on March 16, 2020. The HCA entitled Heal Sturbridge, Inc. to file a special permit and site plan review application with the Town, which it did on March 17, 2020.

660 Main Street complies with local zoning for an Adult Use Marijuana Establishment in all respects. Accordingly, the Sturbridge Planning Board issued a Special Permit and Site Plan Approval to Heal Sturbridge, Inc. on April 14, 2020. Heal Sturbridge, Inc. has retained the law firm of Schlesinger and Buchbinder to ensure ongoing compliance with all local codes and by-laws. If the special permit and site plan approval are not exercised within one year of their issuance they must be renewed.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Heal is dedicated to serving and supporting the areas around it, including Southbridge, which was classified as an area of disproportionate impact in the Commission's *Guidance for Identifying Areas of Disproportionate Impact*. Marijuana businesses have an obligation to support the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Heal's intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of these areas.

Communities for Planned Positive Impact and Plan Goals

In compliance with the Commission's interpretation of 935 CMR 500.101(1)(a), Heal's plan will positively impact residents of communities of Southbridge, which has been designated among the "areas disproportionate impact," as designated by the Commission. Specifically, Heal's goals will be to

- Foster positive relationships with our communities of impact by having 80% of our employees working at least 30 hours per week participate in one paid day off service day per year at at least three organizations that address the collateral consequences of disproportionate enforcement, such as malnutrition, poverty, access to educational programs, and substance abuse, in Southbridge:
- Donate a minimum of \$1000.00 on an annual basis to at least three organizations that address the collateral consequences of disproportionate enforcement, such as malnutrition, poverty, access to educational programs, and substance abuse, in Southbridge:

Positive Impact Plan Programs

The Dispensary Manager ("DM") will administer the Plan to Positively Impact Areas of Disproportionate Impact (the "Plan"). The DM will be responsible for ensuring that Heal continues to meet its commitment to provide support and make positive contributions to areas of disproportionate impact. The DM will explore opportunities to form philanthropic partnerships in the community to implement and enhance the Plan.

Heal will look to build relationships in areas of disproportionate impact by working with nonprofit organizations that are located in these communities. The closest area of disproportionate impact to Heal's Sturbridge location is Southbridge (4 miles).

Heal will foster relationships with communities of impact through providing time off to employees who participate in service days in impacted communities. Employees working at least 30 hours per week will be given 1 paid day off each year to participate in a service day in a community of impact.

At least once per quarter, the DM will make available a list of potential service days to eligible employees. Heal's DM has identified and established a relationship to meet its goals with the following organization in Southbridge working to address collateral consequences of disproportionate impact, such as malnutrition, poverty, access to educational programs, and substance abuse.

- Southbridge Food Share, Inc.
- Center of Hope Foundation, Inc.
- Nick Perry Memorial Foundation

To find new and innovative ways to help areas of disproportionate impact, Heal will also provide its customers opportunities to suggest charities or other service organizations in Southbridge that Heal could potentially assist in future service days.

Measurement and Accountability

In order to ensure that Heal is both meeting its community impact goals and ascertaining that the goals are having the desired impact, the company will take the following measurement and accountability steps:

- Management will meet at least once annually (first meeting no later than one-year after provisional licensing) to assess community impact goals of donations and service days and document in an annual report
- In assessing the goals and their impact, the following data will be collected
 - The number of additional organizations Heal contacted for donations service days
 - The responses from each organization
 - Service days
 - A list of all potential service days from each organization collected by the DM that were made available to employees
 - The number of employees who participated in each specific day of service at the organizations
 - The percentage of eligible employees who took part in a day of service with the goal of 80% employee participation
 - Donations
 - Annual amount donated and organizations that received the donations with a goal of \$1000.00 annual minimum to a minimum of 3 Southbridge organizations, not limited to, but including:
 - Southbridge Food Share, Inc.
 - Center of Hope Foundation, Inc.
 - Nick Perry Memorial Foundation

Heal Sturbridge, Inc.

Upon review of the annual data, management may make recommendations to modify the Plan in order to improve Heal's ability to assist areas of disproportionate impact.

Acknowledgments

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



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001401270

ARTICLE I

The exact name of the corporation is:

HEAL STURBRIDGE, 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	275,000	\$0.00	1,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

1. 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 TO 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 THE ARTICLES OF ORGANIZATION APPROVED BY THE SHAREHOLDERS. 2. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. 3. 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 LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A 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. 4. SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A VOTING GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS. 5. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. 6. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRED ACTION BY THE SHAREHOLDERS. 7. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED AT ANY TIME AS AN OFFICER, OR DIRECTOR, OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY; PROVIDED THAT NO INDEMNIFICATION SHALL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER AS TO WHICH HE OR SHE SHALL HAVE BEEN FINALLY ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; AND FURTHER PROVIDED THAT ANY COMPROMISE OR SETTLEMENT PAYMENT SHALL BE APPROVED BY A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING.

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: PATRICIA FAASS
No. and Street: 4 IRVING ROAD
City or Town: WESTON State: MA Zip: 02493 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	PATRICIA FAASS	4 IRVING ROAD WESTON, MA 02493 USA
TREASURER	JAMES BONACCORSI	4 IRVING ROAD WESTON, MA 02493 USA
SECRETARY	ALEXANDER OLIPHANT	4 IRVING ROAD WESTON, MA 02493 USA
DIRECTOR	PATRICIA FAASS	4 IRVING ROAD WESTON, MA 02493 USA
DIRECTOR	JAMES BONACCORSI	4 IRVING ROAD WESTON, MA 02493 USA
DIRECTOR	GARY EINSIDLER	4 IRVING ROAD WESTON, MA 02493 USA
DIRECTOR	TED KARWOSKI	4 IRVING ROAD WESTON, MA 02493 USA
DIRECTOR	W. THOMAS GUTOWSKI	4 IRVING ROAD WESTON, MA 02493 USA

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

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

OBTAINING LICENSE TO DISTRIBUTE CANNABIS.

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

No. and Street: 4 IRVING ROAD
City or Town: WESTON State: MA Zip: 02493 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: 4 IRVING ROAD

City or Town: WESTON

State: MA

Zip: 02493

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 10 Day of September, 2019 at 1:28:59 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.*)

CHRISTOPHER P. CONSOLETTI, ESQ.

THE COMMONWEALTH OF MASSACHUSETTS

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

September 10, 2019 01:28 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BY-LAWS
OF
HEALSTURBRIDGE, INC.

ADOPTED ____, 2019

HEAL STURBRIDGE, INC.

By-Laws

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**BY-LAWS
OF
HEAL STURBRIDGE, INC.**

**ARTICLE I
SHAREHOLDERS**

Section 1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. 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 was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the shareholders may be called by the President or by the Directors, 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.

Section 3. Place of Meetings. All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

Section 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, if any, 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 to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

Section 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.

Section 6. Quorum.

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or a resolution of the 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. 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.

Section 7. Voting and Proxies. 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. 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 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.

Section 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, or the Articles of Organization, these Bylaws or 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.

Section 9. Action without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action; or 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. A consent signed under this Section 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 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.

Section 10. Record Date. The 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 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, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section 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.

Section 11. Meetings by Remote Communications. If authorized by the 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 communications: (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.

Section 12. 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 (i) 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 (ii) 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.

Section 13. Shareholders 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 shareholders list 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, his or her agent or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI 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 shareholders list 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**

Section 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.

Section 2. Number and Election.

(a) The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting 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 these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

(b) At any meeting of the Stockholders called for such purpose the number of the Board of Directors may be increased by the affirmative vote of two-thirds of all the shares of stock outstanding and entitled to vote, and by like vote the additional Directors may be chosen at such meeting to hold office until the next annual election and until their successors are elected and qualify. In the case of a reduction, the particular directorships which shall terminate shall be terminated by the Stockholders, in such case by the affirmative vote of eighty (80%) percent of all of the shares of stock outstanding and entitled to vote thereon.

Section 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, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. 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.

Section 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, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

Section 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.

Section 6. *Resignation.* A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 7. *Removal.* The shareholders may remove one or more Directors with or without cause by the affirmative vote of two-thirds of all the shares of stock outstanding and entitled to vote. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office. 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.

Section 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.

Section 9. *Special Meetings.* Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

Section 10. *Notice.* Special meetings of the Board 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.

Section 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.

Section 12. *Quorum.* 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 any reasonable adjournment thereof.

Section 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. 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.

Section 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 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 has the effect of a meeting vote and may be described as such in any document.

Section 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.

Section 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 10 through 15 of this Article 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. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. 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 18 of this Article.

Section 17. Compensation. The Board of Directors may fix the compensation of Directors.

Section 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.

Section 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, 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 of the Corporation.

(c) For purposes of clause (1) of subsection (a), 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 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. 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) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), 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. 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), 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). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections 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.

Section 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 Corporation's 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 shall not affect the borrower's liability on the loan.

ARTICLE III MANNER OF NOTICE

Section 1. Notices. All notices hereunder 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, electronic transmission or other electronic means; by mail; 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, 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, 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), 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

Section 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. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

Section 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.

Section 3. Qualification. The same individual may simultaneously hold more than one office in the Corporation.

Section 4. Tenure. Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

Section 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.

Section 6. Removal. The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

Section 7. President. The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 8. Treasurer. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 9. Secretary. The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 10. Standards 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.

ARTICLE V

PROVISIONS RELATING TO SHARES

Section 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.

Section 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. 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 President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall 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.

Section 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.

Section 4. Record and Beneficial Owners. The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if 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 beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

Section 5. Lost or Destroyed Certificates. The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, 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

Section 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 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.

Section 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 1(b) of this Article, copies of any of the records of the Corporation described in said Section 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) 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;
- (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 1(a) of this Article.

- (c) A shareholder may inspect and copy the records described in subsection (b) 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, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

Section 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 2 of this Article 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 Section 2(b)(3) of this Article 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.

Section 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

Section 1. Definitions. In this Article 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", an individual who is, was or has agreed to become, 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 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", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses 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 all reasonable out of pocket costs, including but not limited to the fees of counsel and other professionals.

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

"MBCA". Chapter 156D of the Massachusetts General Laws, as amended from time to time,

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

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

"Qualified Party" means a Director or Officer who is a Party to a Proceeding because he or she is a Director or Officer or by reason of any action alleged to have been taken or omitted in such capacity.

Section 2. Indemnification of Directors and Officers. To the fullest extent permitted by these Articles and applicable provisions of the MBCA, the Corporation shall indemnify each Qualified Party who was or is a Party to any Proceeding against all Liability and Expenses incurred by or on behalf of the Qualified Party in connection with such Proceeding and any appeal therefrom:

(a) The Corporation shall indemnify fully each Qualified Person who is wholly successful, on the merits or otherwise, in the defense of any Proceeding against Expenses incurred by him or her in connection with the Proceeding.

(b) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law a Qualified Party against Expenses and Liabilities incurred in a Proceeding if:

(1) (i) he or she conducted himself or herself in good faith; and (ii) 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 (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or

(2) 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.

Clause (2) of subsection (a) shall apply to an officer who is also a Director if the basis on which he is made a party to the proceeding is an act or omission solely as an officer. If the Qualified Party is an officer but not a Director, and if the basis on which he is made a party to the Proceeding is an act or omission solely as an officer, the Corporation shall indemnify to such Qualified Party to such further extent as may be provided by these Articles of Organization, the bylaws, a resolution of the board of directors, or contract except for liability arising out of acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.

(c) 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.

(d) 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.

(e) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (b) or subsection (c).

Section 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 2 of this Article or 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 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. 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.

Section 4. Determination of Indemnification. The determination of whether a Director or officer has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) 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 vote;

(b) by a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors voting as a single class, 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,

(c) by independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation) 1) selected in the manner prescribed in clause (a); or (2) 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

(d) by a court of competent jurisdiction.

Section 5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provided in the by-laws or by law) that the Qualified Person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such Qualified Person 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.

(b) With respect to any Proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such Qualified Person. After notice from the Corporation to such Qualified Person of its election so to assume such defense, the Corporation shall not be liable to such Qualified Person for any legal or other expenses subsequently incurred by such Qualified Person in connection with such Proceeding other than as provided below in this subsection (b). Such Qualified Person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, 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 such Qualified Person unless (1) the employment of counsel by such Qualified Person has been authorized by the Corporation, (2) counsel to such Qualified Person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such Qualified Person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such Proceeding, in which case the Expenses of counsel for such Qualified Person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such Qualified Person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such Qualified Person shall have reasonably made the conclusion provided for in clause (2) above.

(c) ***Settlements.*** The Corporation shall not be required to indemnify a Qualified Person under this Article for any amounts paid in settlement of any Proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two Disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as Disinterested Directors may participate. The Corporation shall not settle any Proceeding in any manner which would impose any penalty or limitation on such Qualified Person without such Qualified Person's written consent. Neither the Corporation nor such Qualified Person will unreasonably withhold their consent to any proposed settlement.

Section 6. Insurance. The Corporation may purchase and maintain insurance on behalf of a Director or officer against Expenses and Liabilities 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. The Corporation shall not indemnify any such Qualified Person to the extent such Qualified Person is reimbursed from the proceeds of insurance, and, in the event the corporation makes any indemnification payments to any such Qualified Person and such Qualified Person is subsequently reimbursed from the proceeds of insurance, such Qualified Person shall promptly refund such indemnification payments to the corporation to the extent of such insurance reimbursement.

Section 7. Further Limitations

(a) The Corporation shall not indemnify a Qualified Person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such Qualified Person unless the initiation thereof was approved by the Board of Directors of the Corporation.

(b) If Qualified Person is entitled to indemnification by the corporation for some or a portion of the Liabilities or Expenses actually and reasonably incurred by him or on his behalf, but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify such Qualified Person for the portion of Liabilities or Expenses to which Qualified Person is entitled.

Section 8. Application of this Article.

(a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an 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 (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent of the corporation or other persons serving the corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article. The corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, agreement or vote of stockholders or directors or otherwise, and (ii) shall inure to the benefit of the heirs, executors and administrators of such Qualified Persons.

(d) 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. All rights to indemnification under this Article 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 this Article and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(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 FISCAL YEAR

The fiscal year of the Corporation shall be the year ending with January 31 in each year.

ARTICLE IX AMENDMENTS

(a) 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.

(b) 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 By-Law, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

(c) Approval of an amendment to the 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.

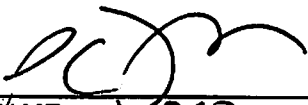
(d) A By-Law dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(e) A By-Law 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 authorized pursuant to subsection (a).

(f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the 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 the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

ADOPTED on SEP 10, 2019:

ATTEST:


NAME: PATRICIA A. FAASS
TITLE: PRESIDENT & CEO



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

William Francis Galvin
Secretary of the
Commonwealth

Date: April 28, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,
HEAL STURBRIDGE, INC.

is a domestic corporation organized on **September 10, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

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

Secretary of the Commonwealth

Certificate Number: 20040550310

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

Processed by: tad



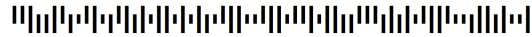
Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0511251008
Notice Date: April 7, 2020
Case ID: 0-000-957-013



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HEAL STURBRIDGE INC
4 IRVING RD
WESTON MA 02493-1122

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Heal Sturbridge, Inc
4 Irving Road
Weston, MA 02493

April 29, 2020

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

Dear Commission,

I am submitting this attestation that Heal Sturbridge, Inc. is unable to register with the Department of Unemployment Assistance until we commence the hiring of employees.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Faass', with a stylized flourish extending to the right.

Patricia Faass
CEO, Heal Sturbridge, Inc.

Heal Sturbridge, Inc. Board of Directors

The Heal Sturbridge, Inc. Board of Directors is composed of the following members:

- Patricia Faass
- Gary Einsidler
- James Bonaccorsi
- Ted Karwoski
- W. Thomas Gutowski

Heal Sturbridge, Inc.

Business Plan

About Us

Mission Statement

Heal Sturbridge, Inc. is committed to creating a professional legal cannabis company with a clear orientation toward providing adult-use services. Our policies and procedures for cultivating, processing, and dispensing marijuana and providing personalized consumer retail experiences ensure safe products and a secure, warm environment to meet the unique needs of patients and consumers. Our Standard Operating Procedures have been reviewed by Americans for Safe Access (ASA) and are compliant with their industry standard for Patient Focused Certification (PFC). We will add value to our community through acts of service, educational offerings, charitable donations, and active civic participation.

Company Goals and Objectives

Heal Sturbridge, Inc is committed to:

- ❖ best-in-class standard operating procedures (SOPs) focused on patient and consumer retail access and safety that are compliant with the industry standard for Patient Focused Certification (PFC) through Americans for Safe Access,
- ❖ prudent financial planning and adequate capital resources based upon significant experience and analysis of existing regulated marijuana markets,
- ❖ unparalleled patient forward and consumer retail service, safety and community building to the patients and surrounding community of our center,
- ❖ industry-leading, battle-tested HR policies to optimize operational efficiency and performance, and
- ❖ a highly competent management team and group of advisors with significant marijuana, security, retail, and general business experience.

As outlined in this business plan, Heal Sturbridge, Inc. is committed to maximizing the likelihood of our success. Based upon significant investment in upfront diligence and planning, we are confident in the merits of our strategy and our capabilities to execute our plan. We have successfully executed similar plans and have a comprehensive understanding of what it takes to provide a safe and secure environment for patients, retail consumers and the community.

The hours of operation for Heal Sturbridge Inc.'s retail stores will be:

- 10:00 a.m. until 7:00 p.m. Monday – Thursday,
- 10:00 a.m. until 9:00 p.m. Friday – Saturday, and
- 12:00 p.m. until 6:00 p.m. Sunday,

Personnel

We understand the important role a robust Human Resources platform plays in achieving success. Staffing our facility with the right people provides the greatest opportunity to prevent theft and diversion and provide the highest level of products and services to our guests and safety for the guests and to the community.

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork: individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We have a comprehensive staffing plan in place to guide the recruitment, hiring, training and management of our employees. Highlights of the plan feature:

Precise definitions of responsibility, including job descriptions and employment contracts;

Clearly understood chains of authority, including an organizational chart and supervisory duties (specified in our job descriptions);

Well-paid, well-qualified and well-trained personnel;

Professional recruiting practices;

Thorough training of new hires;

A strong commitment to employee safety and wellness;

A robust and highly documented performance management system, including systematic performance reviews and resolution of performance issues up to and including termination.

Staffing schedules will be based around the needs of our organization and our clients, with attention paid to creating positive working conditions for our employees. Staffing schedules, combined with installed security systems and facility design, will provide a safe and secure environment.

As stated in our Employee Handbook, feedback on job performance is expected to occur regularly. Once each year, an employee's department manager will formally review an employee's job progress within the organization and help set new job performance plans which will be reviewed with the employees, and the employees will acknowledge receipt.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship. Especially critical to this philosophy is our use of counseling and progressive discipline for employee performance improvement.

We will hire local members of the community to work within our facility. We will provide a living wage as well as a quality benefits package for our workers. Being a responsible employer will help ensure good community relations.

All full time employees will receive medical, vision, and dental insurance coverage in accordance with applicable laws from a reputable carrier that we have selected. We have selected a plan that will afford the most coverage to our employees while also complying with the Affordable Healthcare Act.

We also will put in place a retirement program consisting of a 401(k) savings plan available to all regular employees who have completed six months of employment. We also will offer Workers Compensation coverage for our employees, based on conversations with local insurance providers.

We will employ stringent human resources (HR) compliance practices and documentation relating to our operations and training. With the aid of HR legal counsel, we have developed customized tools and processes to ensure effective hiring, interviewing, managing human resource files and confidentiality, orientation training, completing new hire paperwork, and ensuring understanding of company policies and procedures.

All agents will be hired on a ninety-day probationary status. During this period, they will participate in a rigorous training process, and be evaluated for suitability in a restricted-access medical and adult-use environment. As referenced earlier, we have engaged the services of 4Front Advisors to help build our company compliance and training platform.

All training will be documented and filed in each employee's human resource file securely located in the management office. It is the responsibility of our General Manager to ensure that all necessary employee training is conducted and appropriately memorialized in our system of record. It is the further responsibility of our General Manager to ensure that any necessary remedial training is conducted and recorded. All training records will be internally reviewed and audited at least once a year, but can be as needed.

Market Analysis

The Heal family of cannabis companies are owned by TAJ Green, LLC. Collectively, the goal is to establish quality medical and adult-use cannabis brands. We are targeting the boutique end of the market and want to establish ourselves as growing the best medical and adult-use cannabis in the state and New England area. We are dedicated to providing true medical cannabis to patients that need it and adult-use cannabis to patrons choose it. We believe the medical market in this state has yet to have been tapped in any way and the adult-use market is just starting out.

The adult-use Sturbridge location is held under Heal Sturbridge, Inc., while Sturbridge medical is held under Heal, Inc. Our co-located 52,000 sf cultivation and manufacturing facility will be in Warren, MA, under Heal Cultivation, LLC. We plan to establish our Sturbridge retail dispensary location as the go-to for medical cannabis patients, under Heal, Inc. for medical and Heal Sturbridge, Inc. for adult use. Sturbridge lies within an hour drive of the 5 most populated cities in the state and our location is a short drive off the major interstate highways I-90 and I-84. Our co-located Provincetown dispensary will provide a booming seasonal retail outlet for adult use cannabis and a steady, year-round retail outlet for medical cannabis. Heal Provincetown, Inc., Heal Cultivation, LLC, Heal Sturbridge, Inc., and Heal, Inc. are all owned by TAJ Green, LLC. We believe we are well positioned to establish Heal Sturbridge, Inc. as the leader in the cannabis market.

Regulatory Context Fees

Retail (Sturbridge location)

- Retail Application Fee: \$300
- Annual License Fee: \$5,000

Cultivation (Warren location)

- Tier 2 Cultivation (Indoor) Application: \$400
- Annual License Fee: \$2,500

Manufacturing (Warren location)

- Manufacturing Application: \$300
- Annual License Fee: \$5,000

Financial Projections

Key Assumptions

Operations

- We assume Heal Sturbridge Inc.'s cultivation and manufacturing facility in Warren will be ready to open in November, 2020 with:
 - One (1) 52,000 ft² cultivation and processing facility
 - Flowering Canopy Capacity: 20,800 ft²
 - 31,200 ft² reserved for offices, processing, packaging, etc.
- Heal Sturbridge Inc.'s Warren cultivation and manufacturing facility be able to produce a wide range of products, including: dried and cured flower, concentrates, vape pen cartridges, and infused edible products.
 - Flower wholesale pricing: \$3,000 per pound (decreases by \$200 per pound annually)
 - Oil/concentrate wholesale price: \$40,000 per pound (decreases by 6.67% annually)

Capital Expenditures

- Tenant Improvements (Warren): \$8,000,000
- We are leasing the building in Sturbridge for \$132,000 per year (3200 sf for unit, \$41.25 per sf annually)
- Pre-Opening Expenses: \$200,000
- Contingency: \$400,000
- Opening Cash Balance: \$50,000
- Retail (Sturbridge location)
 - Retail Application Fee: \$300
 - Annual License Fee: \$5,000
- Cultivation (Warren location)
 - Tier 2 or 3 Cultivation (Indoor) Application: \$400
 - Annual License Fee: \$2,500
- Manufacturing (Warren location)
 - Manufacturing Application: \$300
 - Annual License Fee: \$5,000

Lease Rates

- Cultivation and manufacturing: 52,000 ft² total leased @\$3.46 ft² annually

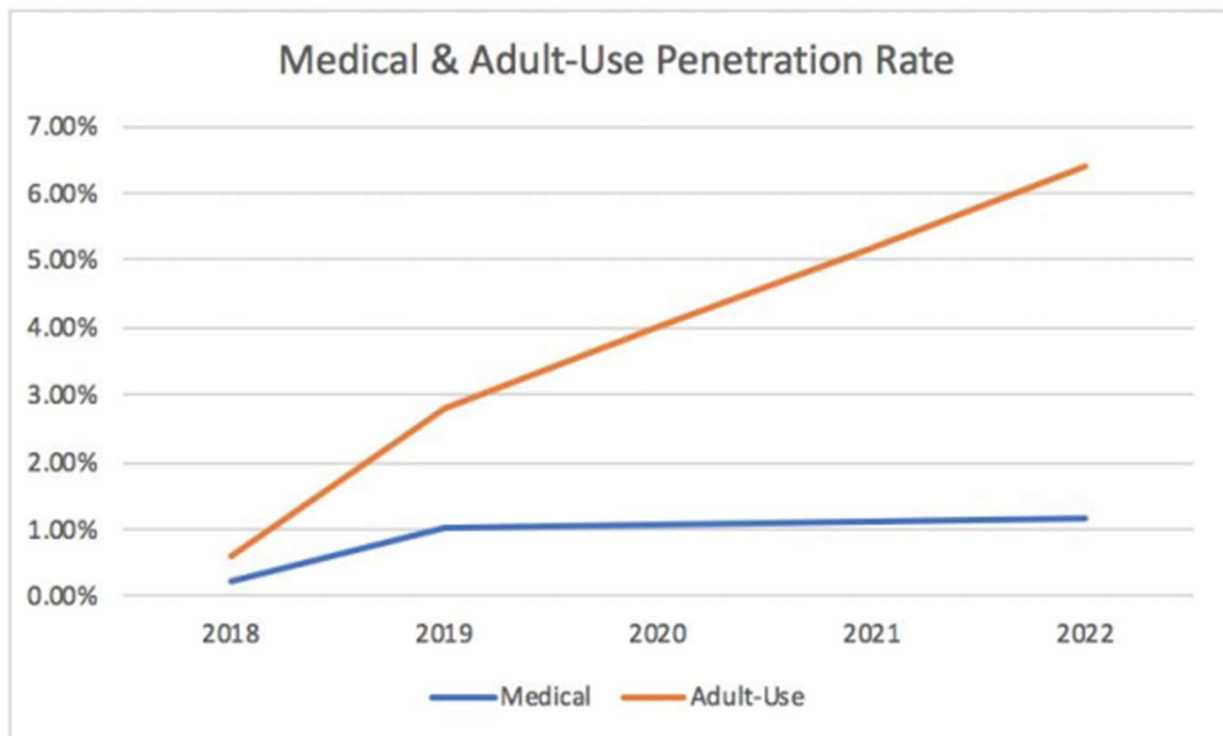
Financing

- Capital expenditures are assumed to be 100% equity financed
- Total equity contribution
 - \$8,650,000 (Warren)

- Lease
- A small portion of working capital may be provided as a loan from members of the ownership group

Penetration Rates

- We have used publicly available data from other legal markets in order to estimate the penetration rate for both medical and adult use marijuana based on similar programs in other states.



Retail Competition

- Assumes three competitors to start and an additional competitor every eighteen months. All competitors receive equal market share of medical and adult use customers.

Annual Forecast

Sturbridge Retail

Income Statement	Year 1	Year 2	Year 3	Year 4	Year 5
Gross Revenues					
Medical Retail Sales	\$204,566	\$391,984	\$476,160	\$476,160	\$476,160
Adult-Use Retail Sales	<u>\$961,600</u>	<u>\$1,347,840</u>	<u>\$1,600,320</u>	<u>\$1,689,600</u>	<u>\$1,689,600</u>
Total Revenues	1,166,166	1,739,824	2,076,480	2,165,760	2,165,760
COGS	<u>583,083</u>	<u>869,912</u>	<u>1,038,240</u>	<u>1,082,880</u>	<u>1,082,880</u>
Gross Profit	583,083	869,912	1,038,240	1,082,880	1,082,880
Gross margin	50%	50%	50%	50%	50%
Rent	20,000	20,600	21,218	21,855	22,510
Staffing	292,650	308,500	308,500	308,500	308,500
Additional SG&A	120,000	120,000	120,000	120,000	120,000
SG&A (Operating)	<u>432,650</u>	<u>449,100</u>	<u>449,718</u>	<u>450,355</u>	<u>451,010</u>
SG&A margin	37%	26%	22%	21%	21%
EBITDA	150,433	420,812	588,522	632,525	631,870
EBITDA margin	13%	24%	28%	29%	29%
D&A	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
Operating Income (EBIT)	100,433	370,812	538,522	582,525	581,870
Interest Expense	<u>97,419</u>	<u>93,128</u>	<u>56,688</u>	<u>7,261</u>	<u>0</u>
Pre-Tax Income	3,014	277,684	481,834	575,265	581,870
Reserve for Taxes (280e)	122,447	182,682	218,030	227,405	227,405
Net Income	-\$119,433	\$95,002	\$263,803	\$347,860	\$354,465

Warren Cultivation and Manufacturing

Income Statement	Year 1	Year 2	Year 3	Year 4	Year 5
Gross Revenues					
Flower Revenue	\$21,623,118	\$39,378,687	\$36,622,179	\$34,058,626	\$31,674,522
Oil Revenue	\$28,830,824	\$52,504,447	\$48,829,136	\$45,411,096	\$42,232,319
Total Revenues	50,453,942	91,883,134	85,451,314	79,469,722	73,906,842
COGS	<u>18,061,750</u>	<u>29,182,420</u>	<u>29,182,420</u>	<u>29,182,420</u>	<u>29,182,420</u>
Gross Profit	32,392,193	62,700,714	56,268,895	50,287,303	44,724,422
Gross margin	150%	159%	154%	148%	141%
SG&A margin	15%	13%	11%	11%	11%
SG&A (Operating Expenses)	<u>7,568,091</u>	<u>11,944,807</u>	<u>9,399,645</u>	<u>8,741,669</u>	<u>8,129,753</u>
EBITDA	24,824,101	50,755,907	46,869,250	41,545,633	36,594,669
EBITDA margin	49%	55%	55%	52%	50%
D&A	(853,333)	(853,333)	(853,333)	(853,333)	(853,333)
Operating Income (EBIT)	23,970,768	49,902,573	46,015,917	40,692,300	35,741,336
Interest Expense	<u>172,735</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Pre-Tax Income	23,798,033	49,902,573	46,015,917	40,692,300	35,741,336
Reserve for Taxes (280e)	6,802,360	13,167,150	11,816,468	10,560,334	9,392,129
Net Income	\$16,995,672	\$36,735,423	\$34,199,449	\$30,131,966	\$26,349,207

***** INDICATION ONLY *****

Apr 09, 2020

Insurance Proposal Prepared Exclusively For:

Heal Sturbridge Inc
660 Main St
Sturbridge, MA 01566

Prepared By

Kristen Bacon
(440) 385-2750
kbacon@cannasure.com

Quote Information

Named Insured	Heal Sturbridge Inc
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	Commercial Property and General Liability
Policy Term	12 Months
Description of Business	Dispensary - Recreational

Premium Summary

Total Premium, Taxes, Fees	
Property Premium	\$1,000.00
General Liability Premium	\$5,000.00
Equipment Breakdown Premium	Excluded
Inspection Fee	\$175.00
Policy Fee	\$500.00
Taxes	\$240.00
Total Amount Due	\$6,915.00*

**Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

Additional Comments

25% Minimum Earned Premium

Important Notice:

This is a non-bindable premium indication only. A formal quote is subject to a fully completed Cannasure application.

Commercial General Liability

Apr 09, 2020

Coverage Information

Coverage
Coverage Form

Commercial General Liability
Occurrence

Limits

General Aggregate Limit (Other than Products-Completed Operations)	\$2,000,000
Products/Completed Operations Limit	Excluded
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit	\$100,000
Medical Expense Limit	\$5,000

**** Defense Outside the Limit**

Deductible

No Deductible

Classification

Operations
Premium Basis / Exposure

Dispensary - Recreational
\$5,000,000 Sales

Schedule of Named Insured(s)

Heal Sturbridge Inc

List of Locations

1-1: 660 Main Street, Sturbridge, MA 01566

Optional Coverages Available (additional premium may apply and underwriting required)

Terrorism
Hired and Non-Owned Auto (*completed questionnaire required prior to quoting*)
Employee Benefits Liability
Additional Insured

Commercial Property Quote

Apr 09, 2020

Property Schedule

Location 1/Building 1: 660 Main Street, Sturbridge, MA 01566	
\$0	Building – Replacement Cost, 80% Coinsurance
\$100,000	Business Personal Property – Replacement Cost, 80% Coinsurance
\$0	Tenant Improvements and Betterments – Replacement Cost, 80% Coinsurance
\$0	Business Income including Extra Expense – 1/3 Monthly Limit of Indemnity
\$0	Living Plant Material
\$0	Goods In Process
\$0	Completed Stock
\$0	Seeds

Deductible

Each Claim	\$2,500
Wind and Hail	2%

Optional Coverages Available (additional premium may apply and underwriting required)

Terrorism
Sewer Backup
Expanded Property Endorsement
Property in Transit
Ordinance or Law
Equipment Breakdown

FORMS LIST

CG 00 01 (04 13) COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 04 (11 85) EXCLUSION-PRODUCTS-COMPLETED OPERATIONS HAZARD
CG 21 06 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
CG 21 09 (06 15) EXCLUSION-UNMANNED AIRCRAFT
CG 21 32 (05 09) COMMUNICABLE DISEASE EXCLUSION
CG 21 36 (03 05) EXCLUSION-NEW ENTITIES
CG 21 44 (04 17) LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG 21 46 (07 98) ABUSE OR MOLESTATION EXCLUSION
CG 21 47 (12 07) EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 (09 99) TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 51 (04 13) AMENDMENT OF LIQUOR LIABILITY EXCLUSION-EXCEPTION FOR SCHEDULED PREMISES OR ACTIVITIES
CG 21 66 (06 15) EXCLUSION-VOLUNTEER WORKERS
CG 21 67 (12 04) FUNGI OR BACTERIA EXCLUSION
CG 21 73 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 96 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION
CG 24 10 (07 98) EXCESS PROVISION-VENDORS
CIS ASF (04 19) TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CIS AUDIT 01 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS CGL DEC 01 (10 17) COMMERCIAL GENERAL LIABILITY DECLARATIONS
CIS CP 14 20(02 19) ADDITIONAL PROPERTY NOT COVERED-CANNABIS AND HEMP
CIS CP 99 11(02 20) PROTECTIVE SAFEGUARDS
CIS CP 99 12(02 20) PROTECTIVE SAFEGUARDS SCHEDULE
CIS CP 99 30(10 17) TOTAL FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION
CIS CP 99 31(10 17) EXCLUSION-NAMED STORM
CIS CP DEC 02 (10 17) COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE
CIS CP DEC 02 A (10 17) CANNABIS AND HEMP SCHEDULE
CIS DEC T 01 (10 17) COMMON POLICY DECLARATIONS - PCKG
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS GL 30 01(10 17) EXCLUSION-BANNED SUBSTANCES
CIS GL 34 50(10 17) EXCLUSION-LIQUOR LIABILITY
CIS GL 34 51(10 17) EXCLUSION-ASSAULT OR BATTERY
CIS GL 34 52(10 17) EXCLUSION-ASBESTOS
CIS GL 34 53(10 17) EXCLUSION-FIREARMS
CIS GL 34 54(10 17) EXCLUSION-ANIMAL
CIS GL 34 55(10 17) EXCLUSION-AMERICANS WITH DISABILITIES ACT
CIS GL 34 56(10 17) EXCLUSION-RESIDENTIAL OCCUPANCY
CIS GL 34 57(10 17) EXCLUSION-LEAD
CIS GL 34 58(10 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
CIS GL 34 59(10 17) EXCLUSION-CROSS SUITS
CIS GL 34 60(10 17) EXCLUSION-FIDUCIARY
CIS GL 34 61(10 17) EXCLUSION-GOVERNMENTAL ACTS AND CRIMINAL ACTIVITIES
CIS GL 34 62(10 17) EXCLUSION-PROFESSIONAL SERVICES
CIS GL 34 66(11 19) EXCLUSION â€ SPECIFIED DISEASE
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
CP 00 10 (10 12) BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 90 (07 88) COMMERCIAL PROPERTY CONDITIONS
CP 01 09 (10 00) MASSACHUSETTS CHANGES
CP 01 40 (07 06) EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 03 21 (10 12) WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

CP 10 30 (09 17) CAUSES OF LOSS-SPECIAL FORM
CP 10 36 (10 12) LIMITATIONS ON COVERAGE FOR ROOF SURFACING
CP 10 64 (10 12) MASSACHUSETTS-FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION AND
LIMITATIONS
IL 00 17(11 98) COMMON POLICY CONDITIONS
IL 00 21(09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL 09 35(07 02) EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53(01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL N 001 (09 03) FRAUD STATEMENT

Special Terms:

Warrant: Theft Coverage Mandates the Following:

- Active Monitored Central Station Burglar Alarm 24/7 (all doors and windows must be connected to the central station alarm)
- After Hours Security Guard Service (If Applicable)
- Active Video Surveillance Systems backed up on and offsite daily. Video surveillance must be provided for the past 14 days prior to a loss.
- Approved Safe or Vault for seeds & finished product. Minimum safe and vault requirements: 800 lb. with a 1 hour fire rating; under 2000lb must be bolted to the ground.
- Stock/Inventory must be stored in safe/vault during non-business hours. Stock outside of safe during business hours limited to 25% of the scheduled limit for Completed Stock.
- Buzz in system or security personnel at the door or Lobby has a double entrance or man trap

Warrant: Sprinkler – Subject to information provided on application (If Applicable)

Mandatory First year inspection and compliance with any arising recommendations.

Consult the policy for all specific terms, conditions and exclusions



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

***** INDICATION ONLY *****

Apr 09, 2020

Insurance Proposal Prepared Exclusively For:

Heal Sturbridge Inc
660 Main St
Sturbridge, MA 01566

Prepared By

Kristen Bacon
(440) 385-2750
kbacon@cannasure.com

Quote Information

Named Insured	Heal Sturbridge Inc
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	Product Liability
Policy Term	12 Months
Description of Business	Dispensary - Recreational

Premium Summary

Total Premium, Taxes, Fees	
Product Liability Premium	\$15,000.00
Policy Fee	\$750.00
Taxes	\$600.00
Total Amount Due	\$16,350.00*

**Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

Additional Comments

25% Minimum Earned Premium

Important Notice:

This is a non-bindable premium indication only. A formal quote is subject to a completed Cannasure application.



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Product Liability Quote

Apr 09, 2020

Coverage Information

Coverage	Products Liability
Coverage Form	Claims Made
Retroactive Date	Inception

Limits

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$2,000,000

Deductible

Per Claim	\$2,500
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Classification

Operations	Dispensary - Recreational
Premium Basis/ Exposure	\$5,000,000 Sales

Schedule of Named Insureds

Heal Sturbridge Inc

Additional Comments

Defense is within limits

Optional Coverages Available (additional premium may apply and underwriting required)

Limited Pesticide Coverage	Included
Limited Product Withdrawal	\$250,000 limit available for \$1,500 premium , plus tax
Professional Liability Sublimit	\$50,000 Sublimit available for \$350 premium, plus tax
Terrorism	

FORMS LIST

CG 00 38 (04 13) PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
CG 03 00 (01 96) DEDUCTIBLE LIABILITY INSURANCE
CG 21 73 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 98 (12 07) TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 24 10 (07 98) EXCESS PROVISION-VENDORS
CG 33 59 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFO
CG 33 70 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION
CG 33 76 (05 09) COMMUNICABLE DISEASE EXCLUSION
CIS ASF (04 19) TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CIS AUDIT PRODUCT 02 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS PROD DEC 01 (11 17) PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS
CIS PROD DWL 01 (12 17) AMENDMENT-DEFENSE WITHIN LIMITS
CIS PROD EX 001 (10 19) EXCLUSION-SPECIFIED PRODUCTS OR SUBSTANCES
CIS PROD EX 002 (11 17) EXCLUSION-SPECIFIED NUTRACEUTICAL SUBSTANCES
CIS PROD EX 003 (11 17) EXCLUSION-NEW ENTITIES
CIS PROD EX 004 (11 17) FUNGI OR BACTERIA EXCLUSION
CIS PROD EX 006 (11 17) EXCLUSION-CROSS SUITS
CIS PROD EX 007 (11 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
CIS PROD EX 008 (11 17) ILLEGAL FERTILIZER EXCLUSION
CIS PROD EX 012 (11 19) EXCLUSION - SPECIFIED DISEASE
CIS PROD PEST (11 17) LIMITED PESTICIDE COVERAGE
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
CISDEC T 01 (10 17) COMMON POLICY DECLARATIONS - PROD
IL 00 17 (11 98) COMMON POLICY CONDITIONS
IL 00 21 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL N 001 (09 03) FRAUD STATEMENT

DIVERSITY PLAN - STURBRIDGE

Heal Sturbridge, Inc. (“Heal”) believes in creating and sustaining a robust policy of inclusivity and diversity. Heal recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Heal is dedicated to creating a diverse culture with a commitment to equal employment opportunity for all individuals. Heal’s diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. Heal will make every effort to employ and advance in employment qualified and diverse people at all levels within the company.

Goals and Program

Heal aims to create an environment where personal identities including race, military service, sexual orientation, and heritage are utilized, celebrated, and valued. Heal’s diversity initiatives and strategies are designed to attract, develop, and advance the most talented individuals regardless of their race, sexual orientation, religion, age, gender, disability status, or any other dimension of diversity. Heal’s goals are to:

- Hire and maintain the number of minorities, women, veterans, people with disabilities, and people who identify as LGBT working in the establishment at the rate of 20% of our workforce; and
- Ensure the success of minorities, women, veterans, people with disabilities, and people who identify as LGBT by providing the necessary tools in order for such individuals to be promoted within the organization at a rate of 10%. Heal’s diversity program includes the Diversity Recruitment and Sourcing and Employee Retention, Training, and Development sections described below.

Diversity Recruitment and Sourcing

Heal will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities. Heal will develop strategic corporate initiatives to ensure a diverse and qualified staff stands ready to serve Heal customers’ needs. These strategic corporate initiatives may include, but are not limited to:

- Participating in career fairs in underrepresented and minority communities, particularly those in commuting proximity to Sturbridge at least twice per year;
- Providing cultural training on cultural sensitivity and recognizing unconscious

- bias at least once per year; and
- Using suppliers who are also committed to diversity and inclusion.

Heal's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants, and may include taking the following steps:

- Developing relationships with groups serving minorities, women, people of all gender identities and sexual orientations, veterans, and persons with disabilities for employment referrals;
- Work with online recruitment sources concerning current and future job openings;
- Encouraging employees from diverse groups to refer applicants for employment;
- Establishing recruitment efforts at higher learning institutions, and institutions with special programs that reach diverse people;
- Ensuring that job openings are sent to community partners; and
- Utilizing Zip Recruiter to reach over 100 online job websites, plus social media.

Employee Retention, Training, and Development

Heal will offer opportunities for promotions, career counseling, and training to all employees in order to promote growth and minimize turnover. Heal will ensure that all employees are given equal opportunities for professional development by communicating promotion opportunities and training programs, and by creating clearly-defined job descriptions. Heal will ensure that all employees receive career counseling, including counseling related to advancement opportunities and training programs that can assist them in career development. Heal will instruct managers and supervisors to refer employees seeking career counseling to the Human Resources Manager.

Heal's diversity awareness training emphasizes its commitment to its zero-tolerance harassment and discrimination policy. Heal will strictly adhere to and enforce the policy by taking corrective action should any issues, concerns, or complaints arise. All Heal employees will be required to complete the diversity awareness training program during employee orientation. All new employees will be required to participate in an orientation program upon hiring that will introduce and stress the importance of the Diversity Plan. Ongoing diversity training will be required annually.

Measuring Progress

Heal will establish a Diversity Committee (the "Committee") with a minimum of three members to assist the executive management team with the implementation and growth of the Diversity Plan. The initial members of the Committee will be selected based on their diverse status and their personal commitments to diversity. Additional members of

the Committee may be added at the discretion of Heal's executive management team. The Committee will meet at least twice per year and will be responsible for:

- Reviewing the effectiveness of each career fair towards meeting the goals of the diversity plan and consider the following:
 - Number of hires from the above-referenced demographic groups who were hired and retained after the issuance of a license to be 20% of all hires made;
 - Number of promotions for people falling into the above-listed demographics since initial licensure to be 10% of all promotions made;
- Assessing whether cultural sensitivity trainings have been effective;
- Assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion;
- Auditing Heal's internal and external job postings to ensure the information is in compliance with Heal's diversity policies and procedures.

The Human Resource Manager at Heal will be responsible for auditing the Diversity Plan annually and creating an annual audit report. This report, which will analyze the Company's performance in fulfilling the goals of the Diversity Plan, will contain the following information:

- Diversity Plan goal measurements and if they were met,
- Employment data, including information on minority, women, disabled, and veteran representation all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
- A description of efforts made by Heal to monitor and enforce the Diversity Plan and goals;
- Information on diverse group investment, equity ownership, and other ownership or employment opportunities initiated or promoted by Heal; and
- When available, a workforce utilization report including the following information for each job category at Heal:
 - The total number of persons employed;
 - The total number of men employed;
 - The total number of women employed;
 - The total number of veterans employed;
 - The total number of service-disabled veterans employed;
 - The total number of members of each racial minority employed;
 - The total number of individuals of all genders and sexual orientation.

Acknowledgements

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

Plan for Restricting Access to Ages 21 and Older

Pursuant to 935 CMR 500.050(5)(b), Heal Sturbridge, Inc. ("Heal") will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered and active qualifying patient with the Medical Use of Marijuana Program.

All Heal employees and registered agents will be 21 years of age or older, per 935 CMR 500.029. Additionally all visitors must be 21 years of age or older, per 935 CMR 500.002.

Upon entry into the premises of the marijuana establishment by an individual, a Heal registered agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

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

In accordance with 935 CMR 500.105(4)(b)(13), the website for Heal will require all online visitors to verify they are 21 years of age or older prior to accessing the page.

Pursuant to 935 CMR 500.105(4), Heal will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Heal will also ensure that, pursuant to 935 CMR 500.150(1)(b), no edible products that are manufactured or sold will feature realistic or fictional human, animal, or fruit, including artistic, caricature or cartoon renderings, and that all packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

Recordkeeping

To ensure that Heal Sturbridge, Inc. (“Heal”) is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Heal’s quarter-end closing procedures. In addition, Heal’s operating procedures will be updated on an ongoing basis as needed and will undergo a review by the executive management team on an annual basis. Heal will report to the Commission and law enforcement any loss or unauthorized alteration of records related to marijuana. All records will be made available to the Commission upon request.

Corporate Records

Heal will maintain records regarding the corporation, its structure, contracts, and licenses. These records will include, at a minimum:

- Insurance and Liability Coverage
- Third Party Laboratory Contracts
- Commission requirements, including Annual Agent/Establishment Registration
- Local Compliance (Certificate of Occupancy, Special Permits, etc..,)
- Annual Report
- Secretary of State Filings

Business Records

Heal will maintain records of all business transactions and activity. These records will include, at a minimum:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Vehicle inspection records
- Records of monthly analysis of equipment and sales data, in accordance with 935 CMR 500.140(6)(d)
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Heal, including members, if any

Personnel/Training Records

Heal will maintain personnel files for all its employees. These files at a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Heal and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty
 - Training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- Vendor training compliance records in accordance with 935 CMR 500.105.(2)(b)5.

Heal will also maintain documentation of all required employee training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

Marijuana/Marijuana Product Testing Result Records

Heal will maintain the test results for all marijuana and marijuana products for a minimum of one year. These records will be available to the Commission upon request.

Inventory Records

Heal will use seed-to-sale tracking software (in conjunction with Metrc) to maintain real-time inventory. The tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Heal will maintain records of all marijuana products that are reserved for medical patients. Heal will perform audits of patient supply available on a weekly basis and retain those records for a period of six months.

Incident Reporting

Within ten (10) calendar days, Heal will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Heal for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

Visitor Records

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

Waste Disposal

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

Security Records

A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request. Twenty-four (24) hour recordings from all video cameras will also be available for immediate viewing by the Commission upon request and will be retained for at least ninety (90) calendar days.

Transportation Manifests

Heal will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

Policies and Procedures

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

- Security measures in compliance with 935 CMR 500.110;

- Agent security policies, including personal safety and crime prevention techniques;
- A description of Heal's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Heal operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Heal, and members, if any, of the licensee must be made available upon request by any individual. (935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Heal's website.)
- Policies and procedures for the handling of cash on Heal premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:

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

Record Retention and Closure

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

In the event Heal closes, all records will be kept for at least two years at Heal's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Heal will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other state agencies may have.

Maintaining of Financial Records

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
 - If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Qualifications and Training

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Heal's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually. On or after July 1, 2019, all of Heal's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Heal's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Heal's owners, managers, and employees will then successfully complete the program once every year thereafter. Heal will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Heal's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;

2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - a. Local and state licensing and enforcement;
 - b. Incident and notification requirements;
 - c. Administrative and criminal liability and license sanctions and court sanctions;
 - d. Waste disposal and health and safety standards;
 - e. Patrons prohibited from bringing marijuana onto licensed premises;
 - f. Permitted hours of sale and conduct of establishment;
 - g. Permitting inspections by state and local licensing and enforcement authorities;
 - h. Licensee responsibilities for activities occurring within licensed premises;
 - i. Maintenance of records and privacy issues; and
 - j. Prohibited purchases and practices.

In addition to the training requirements mandated by 935 CMR 500.105(2), all Heal Agents will take part in Heal's 40 hour training program. This program is one of the few in the nation that is fully compliant with Americans for Safe Access' industry standard for Patient Focused Certification. The topics covered in this program will include, but are not limited, to:

Day 1: Intros and tools

- The trainer's mindset
- Framing the dialogue
- History
- Culture
- Today's legal landscape
- Document/SOP review
- Daily recap

Day 2: Leading a world class team

- HR and Employment Law
- Training your team
- Coaching and Development
- Heal Statement/ 10pt checklist
- Collecting and using data
- Daily recap

Day 3: Training operations

- Getting to know the plant and cultivation
- Medical benefits
- State compliance
- Getting help
- Intro to Patient Services
- Intro to Safety and Security
- Intro to Inventory
- Daily recap

Day 4: Data, drills and opening

- Member Services walk through/role play
- Patient Services walk through/role play
- Inventory walk through/role play
- Opening / Closing the Dispensary
- Program recap

Personnel Policies including Background Checks

Heal Sturbridge, Inc. ("HSI") is an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, gender identity, or national origin, age, disability status, Family & Medical Leave, protected veteran status, or any other characteristic protected by law.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by HSI to be involved in discriminatory practices are subject to disciplinary action and may be terminated. HSI strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment, victimization, and discrimination of employees by anyone, including any manager, co-worker, vendor or clients.

HIS will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Heal will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- A personnel file, maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and including all required documents in accordance with 935 CMR 500.105(9)(d)2.

All HSI policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(h) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(j). HSI will implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(k). HSI will enforce a policy for the dismissal of agents for prohibited offenses according to 935 CMR 105(1)(l).

HSI will also implement policies for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor according to 935 CMR 500.105(1).

Plan for Separating Adult Use from Medical Operations

Heal Sturbridge, Inc. ("Heal") has developed comprehensive plans to ensure virtual and physical separation between medical and adult use operations, in accordance with 935 CMR.500.101(2)(e)(4).

Heal will utilize its Point of Sale (POS) software to virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale as a medical product or as an adult use product.

In order to ensure compliance with 935 CMR 500.140(10), Heal will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. Heal will maintain and provide biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

Marijuana products reserved for patient supply shall, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. In the event that a substitution must be made, Heal will ensure that the substitution shall reflect the type and strain no longer available as closely as possible. Quarterly, Heal shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of marijuana for registered patients. On each occasion that the reserved patient supply is exhausted, and a reasonable substitution cannot be made, the retailer shall submit a report to the Commission. Heal shall perform an audit of the patient supply available at the establishment on a weekly basis and retain those records for a period of six months.

For the first six months of operations, 35% of Heal's inventory will be marked for medical use and reserved for our registered patients. Following this six month period, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding six months will be marked and reserved for registered patients. Products reserved for registered patients will be kept either on site or at another Heal location from which it can be transferred from within 48 hours. Heal may transfer products reserved for medical-use to adult-use within a reasonable time period prior to the expiration date provided that the product does not pose a risk to health or safety.

Heal will provide physical separation between the area designated for sales of medical marijuana products to patients/caregivers and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. This separation will take the form of divider which creates a separate dedicated queue for medical transactions. The line will be reserved only for patients with a valid Medical Use of Marijuana Program ID Card. While this queue will be reserved for medical purchases, patients are free to utilize any queue while making purchases, and are not only restricted to the medical purchase queue. Heal will also prioritize patient and caregiver identification verification and entry into the retail area.

There shall be separate lines for Heal's sales of adult-use and medical marijuana; however, patients may use either line. Additionally, Heal's retail facility will feature a private area separate from the sales floor where medical patients can receive consultation regarding medical marijuana use and our available medical cannabis products.

Quality Control and Testing

Heal Sturbridge, Inc. will make every effort to ensure product quality and safety for all marijuana and marijuana-infused products (MIPs). All products will be thoroughly inspected before being placed on our shelves. If any concerns are raised, the product will be removed from the shelves until it passes further inspection. Any products that do not meet our strict quality standards will not be made available to consumers. Any product that exhibits a probability that the product might cause adverse health consequences will be recalled and disposed of in accordance with 935 CMR 500.105(12).

Heal will ensure that for the marijuana it sells, only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

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

Any Heal agent whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000. Additionally, agents who work in direct contact with marijuana shall conform to sanitary practices while on duty that including, at a minimum, maintaining adequate personal cleanliness and washing hands appropriately. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

Plumbing at Heal's facility will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment and water supply shall be sufficient for all operations, in compliance with 935 CMR 500.105(3). Heal will provide and maintain adequate and readily accessible toilet facilities for its employees.

Floors, walls, and ceilings will be constructed such that may be adequately kept clean and in good repair. Heal will establish and maintain sufficient space for placement of equipment and storage of materials that are necessary for the maintenance of sanitary operations. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana, per 935 CMR 500.105(3).

Litter and waste shall be properly removed as to minimize development of odor and the potential for the waste to attract and harbor pests. All contact surfaces will be maintenance, cleaned, and sanitized as frequently as necessary to prevent against contamination, in compliance with 935 CMR 500.105(3).

Heal will ensure that storage and transportation of finished products shall be under conditions that protect against physical, chemical, and microbial contamination, as required by 935 CMR 500.105(3).

No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of marijuana products will be performed by an Independent Testing Laboratory.

Heal have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the CCC protocols identified above. Any such policy will include:

- Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch; and
- The notification must be from both this Marijuana Establishment and the Independent Testing Laboratory, separately and directly; and
- The notification from this Marijuana Establishment must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13), and all storage and transportation of marijuana and MIPs will be under conditions that will protect against deterioration and physical, chemical, and microbial contamination.

All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11).

Testing of environmental media (e.g., soils, solid growing media, and water) will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

All excess marijuana must be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

For any recalled products, we will immediately notify the Marijuana Cultivator or Marijuana Product Manufacturer from whom the product was purchased that the product is defective so they make take the proper remedial action. Heal will maintain the results of all testing for no less than one year.