



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281433
Original Issued Date: 05/16/2019
Issued Date: 05/08/2020
Expiration Date: 05/16/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Native Sun MFG, LLC

Phone Number: 617-413-2448 Email Address: info@nativesunwellness.com

Business Address 1: 55 Henshaw Street

Business Address 2:

Business City: Brighton

Business State: MA

Business Zip Code: 02135

Mailing Address 1: 55 Henshaw

Mailing Address 2:

Mailing City: Brighton

Mailing State: MA

Mailing Zip Code: 02135

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: Native Sun Wellness, Inc.

Department of Public Health RMD Registration Number:

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

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100
Percentage Of Control: 100

Role: Director Other Role: Sole Director on the Board of Directors, President, Treasurer, Secretary and Chief Executive

Officer of Native Sun Wellness, Inc.; 100% Owner and Sole Manager of Native Sun Holdings, LLC, which is the Sole Shareholder of Native Sun Wellness, Inc.

First Name: Timothy Last Name: Caraboolad

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: Native Sun Holdings, LLC

Entity DBA:

DBA

City:

Entity Description: Massachusetts limited liability company

Foreign Subsidiary Narrative:

Entity Phone:

Entity Email:

Entity Website: www.nativesunwellness.com

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

Relationship Description: Sole shareholder of the ME (Native Sun Wellness, Inc) that exercises authority of a shareholder pursuant to M.G.L. Ch. 156D.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Timothy

Last Name:

Suffix:

Caraboolad

Types of Capital: Monetary/
Equity

Other Type of Capital:

Total Value of the Capital Provided:

\$10000

Percentage of Initial Capital:

100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 140 Industrial Road

Establishment Address 2:

Establishment City: Fitchburg

Establishment Zip Code: 01420

Approximate square footage of the Establishment: 70000

How many abutters does this property have?: 7

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community outreach attestation - fitchburg-min.pdf	pdf	5b476c0485e0cc3ea5b9028f	07/12/2018
Certification of Host Community Agreement	2018.07.20 Native Sun CCC Form.pdf	pdf	5b6b482937742339413932d3	08/08/2018
Plan to Remain Compliant with Local Zoning	Plan to remain compliant with local zoning - Fitchburg PM (1).pdf	pdf	5b870c4e03a477392d0a3674	08/29/2018

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionate Impact - Fitchburg (3).pdf	pdf	5bec9837fe03b20d5f694dbe	11/14/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company	Other Role:	
Entity Legal Name: Native Sun Holdings, LLC	Entity DBA:	
Entity Description: Massachusetts limited liability company		
Phone: 617-684-5624	Email: info@nativesunwellness.com	
Primary Business Address 1: 55 Henshaw Street	Primary Business Address 2: Basement	
Primary Business City: Brighton	Primary Business State: MA	Principal Business Zip Code: 02135
Additional Information: Native Sun Holdings, LLC is the Sole Shareholder of Native Sun Wellness, Inc. and exercises authority of a shareholder pursuant to M.G.L Ch. 156D		

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Department of Revenue - Certificate of Good standing	MA DOR letter of good standing.pdf	pdf	5b60c4131bbb432857baa769	07/31/2018
Secretary of Commonwealth - Certificate of Good Standing	MA Secretary of State Certificate of Good Standing - NSW (1).pdf	pdf	5b60c41774dcfa349769d025	07/31/2018
Articles of Organization	Native Sun Wellness Articles of Conversion.pdf	pdf	5b60c5e50dfb4034a11800b4	07/31/2018
Bylaws	Native Sun Wellness by-laws (1).pdf	pdf	5b60c5ea12ba8f281ff527ab	07/31/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	DOR NSW SOS COG 2020.pdf	pdf	5e6bcd9eb014bf38e46c9bdd	03/13/2020
Department of Revenue - Certificate of Good standing	DOR Certificate of Good Standing.pdf	pdf	5e6bcee02b97cf38fa37186e	03/13/2020
Department of Unemployment Assistance - Certificate of Good standing	UI Certificate of Good Standing 2020 NSW.pdf	pdf	5e6bd995482e703583b77248	03/13/2020

Massachusetts Business Identification Number: 001334989

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5b60c7688a93fd282f3e38cc	07/31/2018
Proposed Timeline	Updated Fitchburg Proposed Timeline.pdf	pdf	5e6715d849038b46abf1dda1	03/10/2020
Business Plan	NSW - Business Plan v20.3.13.pdf	pdf	5e6bdc442b97cf38fa3718df	03/13/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks used for branding	Samples of Unique Identifying Marks Used for Branding.pdf	pdf	5b69fa0caa953e3937b590bc	08/07/2018
Method used to produce products	Method used to produce products - Fitchburg.pdf	pdf	5b69fa9a5a6f093923e4eef3	08/07/2018
Types of products Manufactured.	Types of Products Manufactured.pdf	pdf	5b69faa003a477392d0a20ac	08/07/2018
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older.pdf	pdf	5b69faa7aa953e3937b590c0	08/07/2018
Separating recreational from medical operations, if applicable	Plan for Separating Recreational from Medical Operations - Fitchburg.pdf	pdf	5b69faaf3774233941393120	08/07/2018
Storage of marijuana	Storage of Marijuana.pdf	pdf	5b69fb22da72283955c5fc66	08/07/2018

Prevention of diversion	Prevention of Diversion - fitchburg.pdf	pdf	5b69fb43aa953e3937b590c4	08/07/2018
Security plan	Security Plan.pdf	pdf	5b69fb7b3774233941393124	08/07/2018
Inventory procedures	Inventory Procedures.pdf	pdf	5b69fb898d67cc394b81aa8a	08/07/2018
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5b69fb8fda72283955c5fc6a	08/07/2018
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5b69fba23f9f81395f134ba0	08/07/2018
Record Keeping procedures	Recordkeeping Procedures.pdf	pdf	5b69fba8b60ce4391d87dca0	08/07/2018
Personnel policies including background checks	Personnel Policies Including Background Checks - Manufacturing.pdf	pdf	5b69fbb05a6f093923e4eef9	08/07/2018
Dispensing procedures	Dispensing Procedures - Manufacture.pdf	pdf	5b69fbb903a477392d0a20b2	08/07/2018
Quality control and testing	Quality Control and Testing - manufacturing.pdf	pdf	5b69fbbfaa953e3937b590c8	08/07/2018
Qualifications and training	Qualifications and Training.pdf	pdf	5b69fbd3d389b22d7bd62f10	08/07/2018
Diversity plan	Diversity Plan v20.pdf	pdf	5e6ed55b482e703583b775a2	03/15/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: The Positive Impact Plan submitted and approved by the CCC is to achieve the goal and spirit of the CCC's Positive Impact mandate by participating and contributing to the "Green Gateway Positive Impact Program" (the Program). As approved, NSW's plan was to begin participating in the Program before the applicant commenced operations. Please see a copy of the approved plan attached. Based on updated guidance from the CCC requiring applicants to show progress towards achieving their Positive Impact Plans upon issuance of a Provisional certificate of Registration, NSW now plans to begin participation in the Plan immediately upon renewal and will provide an update and documentation of such progress within 12 months of the renewal of its licence.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: NSW had intended to begin the implementaiton of its initial Diversity Plan as submitted and approved by the CCC--"to maintain a diverse organization, vendor, and contractor spending at or above 20% of total related expenses"--upon final licensure from the CCC. In response to updated guidance from the CCC on such plans, NSW has submitted an updated plan to the application and intends to begin implementation immediately upon the renewal of this licence.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	The License Holder has not been granted a Final License.pdf	pdf	5e66aba54a895743f3a6bb45	03/09/2020

Name of Item: n/a

Item Type: Flower

Item Description: The License Holder is not operational and is not currently producing any items.

HOURS OF OPERATION

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

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, Mark Schuparra, (insert name) attest as an authorized representative of Native Sun Wellness (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 June 6th 2018 (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 May 30th 2018 (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 May 24th 2018 (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 May 24th 2018 (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*).

Sentinel & Enterprise MARKETPLACE

Public Notice

(Northern District) Registry of Deeds in Book 5440, Page 94; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on June 20, 2018 at 3:00 PM Local Time upon the premises, directly in front of the building in which the unit is located, all and singular the premises described in said mortgage, to wit: The unit ("Unit") known as 42 Sheridan Street, Fitchburg, Massachusetts ("Building"), a condominium ("Condominium") established by the Ray Hachey, Inc. pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated September 27, 2004, recorded with Worcester Northern Registry of Deeds in Book 5440, Page 1 ("Master Deed"), which Unit is shown on the floor plans ("Plans") of the Building recorded with the Master Deed in Book 5440, Pages 18, 19 and 20, and is shown on the copies of the Plans recorded with said Registry. The Unit has an undivided interest of 33 1/3% in the common-areas and facilities ("Common Elements") of the Condominium described in the Master Deed, attributable to the Unit. Subject to a first mortgage to Option One dated October 8, 2004 in the original principal amount of \$122,640 recorded with said Deeds. Subject to easements, restrictions and covenants of record if they affect the locus and are in full force and effect, expressly not intending nor meaning to extend the same in the event that they have expired by operation of law or otherwise. Meaning and Intending to convey and hereby conveying the same premises conveyed to me/us by deed and recorded with Worcester North Registry of Deeds herewith, Book 5450, Page 24. The description of the property contained in the mortgage shall control in the event of a typographical error in this publication. For Mortgagor's Title see deed dated October 8, 2004, and recorded in the Worcester County (Northern District) Registry of Deeds in Book 5450, Page 24. Said Unit will be conveyed together with an undivided percentage interest in the Common Elements of said Condominium appurtenant to said Unit and together with all rights, easements, covenants and agreements as contained and referred to in the Declaration of Condominium, as amended. TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale. Other terms to be announced at the sale.

Shechtman Halperin Savage, LLP
1080 Main Street
Pawtucket, RI 02860
Attorney for Carrington Mortgage Services, LLC
Present Holder of the Mortgage
(401) 272-1400

May 23, 30, 2018
June 6, 2018

Public Notice

124 Recreational Vehicles

Assignment of said Registry of Deeds in Book 6818 & SONS mortgage was assigned from The Secretary of Housing and Urban Development to V Mortgage Acquisitions, LLC, by assignment dated February 23, 2016 and recorded with said Registry of Deeds in Book 8510, Page 118, said mortgage was assigned from V Mortgage Acquisitions, LLC, to Wilmington Trust, National Association, not in its individual capacity but solely as Trustee for VM Trust Series 2 by assignment dated February 25, 2016 and recorded with said Registry of Deeds in Book 8511, Page 197; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on June 20, 2018 at 2:00 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit: A certain tract of land, with the buildings thereon, situated on the southeasterly side of Wells Court, Leominster, Mass., bounded and described as follows: Beginning at the northwesterly corner thereof at point on said Wells Court, at land now or formerly of one Aubuchon; Thence running by last named land South 61° E. 70 feet to land now or formerly of Alphonsine Valois; Thence by said Valois land S. 25° 40' W. 50 feet to southwesterly line of other land of said Valois; Thence Northwesterly 70 feet to said Wells Court; Thence N. 25° 40' E. by said Court about 50 feet to the place of beginning. Said premises are hereby conveyed together with right of way to Third Street, together with easement regarding sewer, water or gas pipes, and subject to reservation regarding right to drain water, all as set forth in deed recorded with Worcester Northern District Registry of Deeds, Book 426, Page 285. The description of the property contained in the mortgage shall control in the event of a typographical error in this publication. For Mortgagor's Title see deed dated July 14, 2008 and recorded in the Worcester County (Northern District) Registry of Deeds in Book 6761, Page 135. TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale. Other terms to be announced at the sale.

Shechtman Halperin Savage, LLP
1080 Main Street
Pawtucket, RI 02860
Attorney for Wilmington Trust, National Association, not in its individual capacity but solely as trustee for VM Trust Series 2
Present Holder of the Mortgage
(401) 272-1400

May 24, 31, 2018
June 7, 2018

238 Cement & Masonry

239 Chimney Repair

May 30, 2018
June 6, 2018

CITY OF FITCHBURG
Request for Proposals
Water Meters & Advanced Metering Infrastructure
18-360-C

The City of Fitchburg is seeking proposals for water meters and advanced metering infrastructure (AMI) hardware, software, and professional services for a fixed and/or cellular system. Proposals will be received at Fitchburg Municipal Offices, 166 Boulder Drive, Fitchburg, MA until June 21, 2018 at 11:00 A.M. and at that time and place opened and recorded. This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and any resulting contract will be strictly awarded in accordance with the requirements of the solicitation. The City of Fitchburg reserves the right to waive any informalities or irregularities in the proposals received, or to reject any and all proposals, wholly or in part. Specifications, Terms and Conditions and Forms may be obtained via the City's website at www.fitchburgma.gov, under Current Solicitations. Proposals shall examine all information and materials contained in and with this solicitation. Failure to do so shall be at the proposer's risk.

Mary A. Delaney
Chief Procurement Officer

May 30, 2018

315 Landscaping & Trees

452 Pets

clearouts, junk removal, furniture removal, Prompt Service. We recycle. Call the rest, Then the best (978)342-6893

Spay/Neuter
Direct call
866-896-4979

Public Notice

Public Notice

NOTICE OF COMMUNITY OUTREACH MEETING
NATIVE SUN WELLNESS, INC.

Notice is hereby given that Native Sun Wellness, Inc. will hold a Community Outreach Meeting on June 6, 2018 at Fitchburg Central Fire Headquarters, Community Room, 33 North Street, Fitchburg, MA 01420 at 5:30 PM to discuss the proposed siting of an Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 140 Industrial Road, Fitchburg in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 600.000 et seq. Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from project representatives about the proposed facility and operations. A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the appropriate City entities. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

May 30, 2018

Apts, Boats, Cars
From A to Z to sells in
Marketplace
866-896-4979

Clerk

**NOTICE OF COMMUNITY OUTREACH MEETING
NATIVE SUN WELLNESS, INC.**

FITCHBURG CITY CLERK

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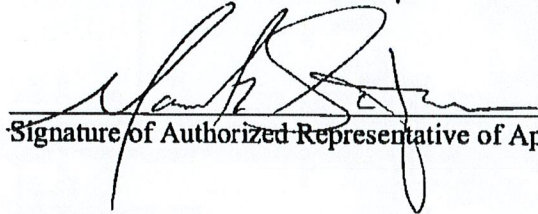
A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the appropriate City entities. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

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).

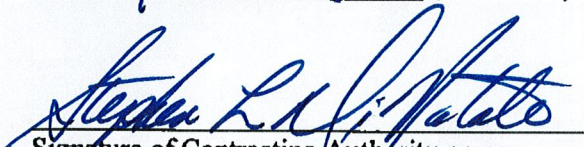
Applicant

I, Mark Schuparra, (insert name) certify as an authorized representative of Native Sun Wellness, Inc. (insert name of applicant) that the applicant has executed a host community agreement with The City of Fitchburg (insert name of host community) pursuant to G.L.c. 94G § 3(d) on JULY 20, 2018 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Stephen L. DiNatale (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for The City of Fitchburg (insert name of host community) to certify that the applicant and The City of Fitchburg (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 20 2018 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

Plan to Remain Compliant with Local Zoning

Native Sun Wellness, Inc. (“NSW”) will remain compliant at all times with the local zoning requirements set forth in the the City of Fitchburg Zoning Ordinance Section 181.65.

In accordance with Section 181.6546, NSW’s proposed Product Manufacturing facility is located in the Limited (Light) Industrial Zoning District (LI) designated for a marijuana manufacturing and processing facility.

As required by Section 181.6542, NSW will apply for a Site Plan Review from the Planning Board.

In compliance with Zoning Ordinance Section 181.655, NSW will submit the following:

1. All materials required under Section 181.645 of this Zoning Ordinance for an MMD or MMM facility, with the exceptions that any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any of the state regulation or statute applicable to the ME.
2. Proof of approval from the Commonwealth of Massachusetts for the proposed ME by submitting copies of all required registrations, licenses and permits issued to the applicant by the state and any of its agencies for the proposed ME.
3. The name, address, email address, and phone number of all designated Managers of the ME, together with a criminal background check of such Managers and other evidence of Moral Character.
4. Proof that the detailed security plan, operation and management plan, and emergency response plans have been submitted to the Fitchburg Police Department and the Department of Planning and Community Development for comment and review at the same time or prior to the submission of the application, and any comment or response received by the applicant.
5. Proof that the applicant provided notification in writing at the same time or prior to the submission of the application to all property owners and operators of the uses listed under 181.656(5) within three hundred (300) feet of its proposed location and use, to provide them with the opportunity to comment to the Planning Board, as well as any and all comment or response received by the applicant.
6. Evidence demonstrating that the ME will be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located. This may include but shall not be limited to evidence of Moral Character.

Furthermore, NSW will apply for--and comply with all conditions and standards set forth in--any other local permits required to operate a marijuana cultivation facility at the proposed location.

NSW has already attended several meetings with various municipal officials and boards to discuss NSW's plans for a proposed marijuana cultivation facility and has executed a Host Community Agreement with the City of Fitchburg. NSW will continue to work cooperatively with various municipal departments, boards, and officials to ensure that NSW's marijuana cultivation facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

NSW has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.

Plan to Positively Impact Areas of Disproportionate Impact

Native Sun Wellness, Inc. (“NSW”) is dedicated to serving and supporting the areas around it, particularly those that are classified as areas of disproportionate impact. Marijuana businesses have an obligation to 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 NSW 's intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Goals

As NSW expands, NSW’s goal will be to maintain more than 25% of individuals that currently reside in an area of disproportionate impact or have lived for five of the preceding ten years in an area of disproportionate impact. NSW will also strive to maintain a staff comprised of at least 10% of individuals (or immediate family members of individuals) with a drug-related CORI but are otherwise legally employable in a cannabis-related enterprise. In alignment with NSW’s Diversity Plan, NSW will focus hiring and education efforts on diverse populations including individuals from Black, African American, Hispanic or Latino descent.

Programs

To provide continuing service and reinvestment into areas of disproportionate impact, NSW is committed to programming, restorative justice, jail diversion, workforce development, industry-specific technical assistance, and mentoring services in areas of disproportionate impact. NSW is committed to hosting and participating in events that will support the City of Fitchburg and other areas of disproportionate impact such as community service days, charity events, and educational seminars. NSW will require all executives, managers, and employees to participate quarterly in a community service day. Each community service day will be organized with a charitable or local organization in an area of disproportionate impact. Further plans to positively affect areas of disproportionate impact may include the following:

- Conducting industry-specific educational seminars in marijuana cultivation, marijuana product manufacturing, and marijuana business training
- Providing financial mentoring services or hosting organizations that provide these services (FinLab <http://finlab.cfsinnovation.com/>, Citi Foundation <http://www.citigroup.com/citi/foundation/>, etc.);
- Partnering with and supporting organizations that provide jail diversion and restorative justice programs;
- Providing transportation support for employees in these areas;
- Instituting hiring practices that prioritize the hiring of individuals from these areas;
- Offering reasonable accommodations to individuals coming from areas of disproportionate impact.

Measurement and Accountability

NSW will track and report on the qualitative and quantitative progress and impact of its programs. Among other data points, NSW will track:

- The number and percent of employees that reside in ADIs;
- The number and percent of employees with drug related CORIs;
- The number and percent of employees who have family member with drug related CORIs;
- The impact of each of its social equity programs on the above number over various time frames;
- And the likely impact of its programs on the statistics of the ADIs themselves.

NSW will use this data and report to continually reassess, and strive to improve its plan to positively impact ADIs



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

mass.gov/dor

Letter ID: L1399516288
Notice Date: July 16, 2018
Case ID: 0-000-398-843



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NATIVE SUN WELLNESS, INC.
67 KEMBLE ST STE 2.3
BOSTON MA 02119-2840

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: July 16, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,
NATIVE SUN WELLNESS, INC.

is a domestic corporation organized on **June 29, 2018** , 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.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18070256230

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

Processed by:

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Entity Conversion of a
Domestic Non-Profit with a Pending Provisional
or Final Certification to Dispense Medical Use Marijuana
to a Domestic Business Corporation
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)**

FORM MUST BE TYPED

- (1) Exact name of the non-profit: Native Sun Wellness, Inc.
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:
Native Sun Wellness, Inc.
- (3) The plan of entity conversion was duly approved in accordance with the law.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

Native Sun Wellness, Inc.

ARTICLE II

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

The corporation is organized: (a) to cultivate, manufacture, market, promote, sell, distribute and otherwise provide products containing cannabis, products that enable persons to consume cannabis in different forms, and other related products, for medicinal uses, but only in accordance with the laws of the Commonwealth of Massachusetts; (b) to engage in all activities incidental thereto; and (c) to engage in any other activities in which a corporation formed under the laws of the Commonwealth of Massachusetts may lawfully engage.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	10,000			

ARTICLE IV

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

None

ARTICLE V

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

Shares of Common Stock may not be transferred except by unanimous consent of the Board of Directors and all holders of Common Stock.

ARTICLE VI

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

See the attached Addendum.

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

ADDENDUM TO
ARTICLES OF ENTITY CONVERSION
OF
NATIVE SUN WELLNESS, INC.

ARTICLE VI

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 or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the board of directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization.

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 Massachusetts General Laws, 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 Massachusetts General Laws.

5. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the Massachusetts General Laws 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 Massachusetts General Laws, the Articles of Organization or the bylaws requires action by the shareholders.

ARTICLE VII

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

ARTICLE VIII

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

- a. The street address of the initial registered office of the corporation in the commonwealth:
67 Kemble Street, Suite 2.3, Boston, MA 02119
- b. The name of its initial registered agent at its registered office:
Timothy Caraboolad
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Timothy Caraboolad

Treasurer: Geoffrey Bernstein


Secretary: Mark Schuparra

Director(s): Timothy Caraboolad, Geoffrey Bernstein, Mark Schuparra

- d. The fiscal year end of the corporation:
12/31
- e. A brief description of the type of business in which the corporation intends to engage:
Cultivate, manufacture, market, promote, sell and distribute cannabis and related products.
- f. The street address of the principal office of the corporation:
67 Kemble Street, Suite 2.3, Boston, MA 02119
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

67 Kemble Street, Suite 2.3, Boston, MA 02119, which is
(number, street, city or town, state, zip code)

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

Signed by: ,
(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 11th day of June, 2018

COMMONWEALTH OF MASSACHUSETTS

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

Articles of Entity Conversion of a Domestic Non-Profit with a Pending Provisional or Final Certification to Dispense Medical Use Marijuana to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20_____, at _____ a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Name approval

C

M

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION Contact Information:

Mark Schuparra

67 Kemble Street, Suite 2.3

Boston, MA 02119

Telephone: 617-710-7752

Email: mark@nativesunwellness.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

**BYLAWS
OF
NATIVE SUN WELLNESS, INC.**

BYLAWS OF NATIVE SUN WELLNESS, INC.

Article I OFFICES

Section 1.1. Principal Office. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.

Article II SHAREHOLDERS

Section 2.1. Place of Meeting. Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.2. Annual Meeting. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law, provided, however, that, unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm, or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation (the “**Articles of Organization**”); (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.3. Special Shareholders’ Meetings. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors, or by shareholders entitled to cast not less than ten percent (10%) of the corporation’s voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the chair of the Board (if any), President, vice President, or secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than thirty-five (35) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled

to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting, provided, however, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

Section 2.4. Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the “**proposing shareholder**”) must have given written notice of the proposing shareholder’s nomination or proposal, either by personal delivery or by the United States mail to the secretary of the Corporation. In the case of an annual meeting, the proposing shareholder must give such notice to the secretary of the Corporation no earlier than one hundred-twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year’s meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year’s annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a proposing shareholder’s notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.3 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section simultaneously with the written request for the meeting submitted to the secretary or within ten (10) calendar days after delivery of the written request for the meeting to the secretary.

A proposing shareholder’s notice shall include as to each matter the proposing shareholder proposes to bring before either an annual or special meeting:

- (a) The name(s) and address(es) of the proposing shareholder(s).
- (b) The classes and number of shares of capital stock of the Corporation held by the proposing shareholder.
- (c) If the notice regards the nomination of a candidate for election as Director:
 - (i) The name, age, business, and residence address of the candidate;
 - (ii) The principal occupation or employment of the candidate; and
 - (iii) The class and number of shares of the Corporation beneficially owned by the candidate.

- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the proposing shareholder of such proposal.

Section 2.5. Notice of Shareholders' Meeting. Except as otherwise provided by law, written notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days (or, if sent by third class mail, thirty (30) days) and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the secretary, assistant secretary, transfer agent, or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission, or by mail, by or at the direction of the secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the Board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records of the Corporation, with postage thereon prepaid. Notice may be given to the shareholder by electronic transmission with the consent of the shareholder. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements:

- (a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.
- (b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.
- (c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.
- (d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two consecutive notices to such shareholder by such means or (ii) the inability

to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section 2.6. Persons Entitled to Vote. Except as otherwise provided by law, and except when a record date has been fixed, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which notice is given shall be entitled to notice of a shareholders' meeting, or to vote at such meeting. In the event notice is waived, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which the meeting is held shall be entitled to vote. If no record date has been fixed, the record date shall be:

- (a) For determining shareholders entitled to give consent to action by the Corporation without a meeting, the day on which the first written consent is given.
- (b) For determining shareholders for any other purpose, the later of (i) the day on which the Board of Directors adopts the resolution relating thereto, or (ii) the sixtieth (60th) day prior to the date of such other action.

Section 2.7. Fixing the Record Date. The Board of Directors may fix a time in the future as a record date to determine the shareholders entitled to notice of, and to vote at, any meeting of shareholders or give written consent to action by the Corporation without a meeting or entitled to receive any dividend or distribution, or to any change, conversion, or exchange of shares.

A record date fixed under this Section may not be more than sixty (60) days or less than ten (10) days before the meeting or more than sixty (60) days before any other action requiring a determination of shareholders. When a record date is so fixed, only shareholders of record at the close of business on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date. In the event any meeting of shareholders is adjourned for more than forty-five (45) days from the date set for the original meeting, the Board shall fix a new record date for purposes of giving notice of, and determining the holders of shares entitled to vote at, such adjourned meeting.

Section 2.8. Quorum of and Action by Shareholders. The presence at a meeting in person or by proxy of the persons entitled to vote a majority of the voting shares constitutes a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of such number of shareholders so as to leave less than a quorum, if any action taken, other than adjournment, is approved by at least a majority of the shares required to constitute a quorum, except as otherwise provided by law. Except as otherwise provided by law, herein or in

the Articles of Organization, the affirmative vote of a majority of the shares represented at a meeting at which a quorum is present, shall be the act of the shareholders.

Section 2.9. Adjourned Meetings and Notice Thereof. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by a vote of the majority of the shares present, in person or proxy. When a meeting is adjourned for forty-five (45) days or more, or if a new record date for the adjourned meeting is fixed by the Board of Directors, notice of the adjourned meeting shall be given to such shareholders of record entitled to vote at the adjourned meeting, as in the case of any original meeting. When a meeting is adjourned for less than forty-five (45) days, and a new record date is not fixed by the Board of Directors, it shall not be necessary to give any notice of the time and place of the adjourned meeting, means of electronic transmission or electronic video screen communication, if any, or of the business to be transacted thereat other than by announcement at the meeting at which the adjournment is taken, provided only business that might have been transacted at the original meeting may be conducted at such adjourned meeting.

Section 2.10. Conduct of Meetings. The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors shall serve as the presiding officer. The secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes, or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 2.11. Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of Common Stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section 2.12. Consent of Absentees. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver, notice, or consent need not specify the business transacted or purpose of the meeting, except as required by G.L. c. 156D. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.13. Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting is filed with the secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to G.L. c. 156D, § 7.22.

Section 2.14. Action by Shareholders Without a Meeting. Any action, that, under any provision of G.L. c. 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; provided, however, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and provided, further, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Article III DIRECTORS

Section 3.1. Number of Directors; Identity of Initial Directors. The authorized number of Directors of the Corporation shall be three (3) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial Directors shall be Timothy Caraboolad, Mark Schuparra and Geoffrey Bernstein.

Section 3.2. 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, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws. Without limiting the generality of the foregoing, and subject to the same limitations, it is hereby expressly declared that the Directors shall have the power and, to the extent required by law the duty to:

- (a) Appoint and remove at pleasure of the Board, all officers, managers, management companies, agents, and employees of the Corporation, prescribe their duties in addition to those prescribed in these Bylaws, supervise them, fix their compensation, and require from them security for faithful service. Such compensation may be increased or diminished at the pleasure of the Directors;
- (b) Conduct, manage, and control the affairs and business of the Corporation; make rules and regulations not inconsistent with the Articles of Organization or applicable law or these Bylaws; make all lawful orders on behalf of the Corporation; and prescribe in the manner of executing the same;
- (c) Incur indebtedness and borrow money on behalf of the Corporation and designate from time to time the person or persons who may sign or endorse checks, drafts, or other orders of payment of money, notes, or other evidences of indebtedness, issued in the name of, or payable to, the Corporation, and prescribe the manner of collecting or depositing funds of the Corporation, and the manner of drawing checks thereon;
- (d) Appoint by resolution of a majority of the authorized number of Directors an executive committee and other committees and delegate to the executive committee any of the powers and authorities of the Board in the management of the business and affairs of the Corporation, except the powers to (i) fill vacancies on the Board or any committee, (ii) fix compensation of Directors; (iii) adopt, amend, or repeal these Bylaws; (iv) amend or repeal resolutions of the Board that are expressly non-amendable or repealable; (v) declare a dividend or distribution to shareholders or authorize the repurchase of the Corporation's shares except at a rate, in a periodic amount or within a range, determined by the Board; (vi) establish other committees of the Board; or (vii) approve any action that in addition to Board approval requires shareholder approval. The executive committee shall be composed of two (2) or more Directors. The provisions of these Bylaws regarding notice and meetings of Directors shall apply to all committees;
- (e) Authorize the issuance of stock of the Corporation from time to time, upon such terms as may be lawful; and
- (f) Prepare an annual report to be sent to the shareholders after the close of the fiscal or calendar year of this Corporation, which report shall comply with the requirements of law. To the extent permitted by law, the requirements that an annual report be sent to shareholders and the time limits for sending such reports are hereby waived, the Directors, nevertheless, having the authority to cause such report to be sent to shareholders.

Section 3.3. Term of Office. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section 3.4. Vacancies and Newly Created Directorships. A vacancy on the Board of Directors exists in case of the occurrence of any of the following events:

- (a) The death, resignation, or removal of any Director.
- (b) The removal or declaration of vacancy by the Board of Directors of a Director who has been declared of unsound mind by a court order or convicted of a felony.
- (c) The Director is a member who is divested from ownership of the marijuana business by a decision of either the state or local licensing authority.
- (d) The authorized number of Directors is increased.
- (e) At any annual, regular, or special meeting of shareholders at which any Director is elected, the shareholders fail to elect the full authorized number of Directors to be voted for at that meeting.

All vacancies (other than vacancies created by removal of a Director) may be filled by the approval of the Board of Directors or, if there is less than a quorum of Directors, by (i) a vote of the majority of the remaining Directors at a meeting held pursuant to notice or waivers of notice complying with G.L. c. 156D, (ii) unanimous written consent or (iii) a sole remaining Director. Each Director so elected shall hold office until his successor is elected at an annual, regular, or special meeting of the shareholders. The shareholders may, by vote or written consent of a majority of outstanding shares entitled to vote in the election of Directors, elect a Director at any time to fill any vacancy not filled by the Directors. The shareholders may, by vote of a majority of outstanding shares entitled to vote in the election of Directors or unanimous written consent, elect a Director at any time to fill any vacancy created by removal of a Director, except that a vacancy created pursuant to clause (b) of this Section may be filled by the Board of Directors. If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board or the shareholders may elect a successor to take office when the resignation becomes effective. A reduction of the authorized number of Directors does not remove any Director prior to the expiration of that Director's term of office.

Section 3.5. Removal. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

Section 3.6. Resignation. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section 3.7. Meetings of Directors.

- (a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of

electing officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution.

- (b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by at least two Directors. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery, or orally. If notice is mailed, it shall be deposited in the United States mail at least four days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.
- (c) Place of Meetings. Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

Section 3.8. Electronic Participation. Members of the Board may participate in a meeting through conference telephone, electronic video screen communication, or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.9. Quorum of and Action by Directors. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless G.L. c. 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section 3.10. Compensation. A Director shall not receive compensation or reimbursement in connection with his or her service as a Director but shall be eligible to receive reimbursement for reasonable out-of-pocket expenses related to Director's performance of duties.

Section 3.11. Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof under G.L. c. 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the secretary to be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.12. Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one or more committees, each consisting of two or more Directors, to serve at the pleasure of the Board and to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

A committee of the Board of Directors does not have the authority to:

- (a) Approve actions that require approval of the shareholders or the outstanding shares.
- (b) Fill vacancies on the Board or in any committee.
- (c) Fix compensation of the Directors for serving on the Board or on any committee.
- (d) Amend or repeal bylaws or adopt new bylaws.
- (e) Amend or repeal any resolution of the Board of Directors that by its terms is not so amendable or repealable.
- (f) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the Board.
- (g) Appoint other committees or Board members.

The Board of Directors, by resolution adopted by the majority of authorized Directors, may designate one or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

Article IV OFFICERS

Section 4.1. Positions and Election. The officers of the Corporation shall be elected by the Board of Directors and shall be a chair of the Board or a President or both, a secretary and a treasurer. At the discretion of the Board of Directors, the Corporation may also have other officers, including but not limited to one or more vice Presidents or assistant vice Presidents, one or more assistant secretaries, a chief financial officer, and a chief operations officer, as may be appointed by the Board of Directors, with such authority as may be specifically delegated to such officers by the Board of Directors. Any two or more offices may be held by the same person.

Officers shall be elected annually at the meeting of the Board of Directors held after each annual meeting of shareholders. Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

Section 4.2. Removal and Resignation. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the Board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the chair, the President, the secretary, or the Board.

Section 4.3. Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

Article V INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.1. Indemnification of Officers or Directors. The Corporation shall, to the extent permitted by G.L. c. 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors, and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding, or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section 5.2. Non-Exclusivity of Indemnification Rights and Authority to Insure.

The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

Article VI

SHARE CERTIFICATES AND TRANSFER

Section 6.1. Share Certificates. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to G.L. c. 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences, and privileges regarding classified shares or a class of shares with two or more series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i) the chair of the Board, if any, a vice chair, if any, the President, or a vice President and (ii) the chief financial officer, an assistant treasurer, the secretary, or any assistant secretary.

Section 6.2. Transfers of Shares. Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.3. Registered Shareholders. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts, or giving proxies with respect to those shares.

Section 6.4. Lost, Stolen, or Destroyed Certificates. The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges

to have been lost, stolen, or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen, or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the Corporation because of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

Article VII CORPORATE RECORDS AND INSPECTION

Section 7.1. Records. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors, and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors, and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

Section 7.2. Inspection of Books and Records. The Corporation's accounting books and records and minutes of proceedings of the shareholders, Board of Directors, and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders, and voting trust certificate holders, in the manner provided by law.

Section 7.3. Certification and Inspection of Bylaws. The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

Article VIII MISCELLANEOUS

Section 8.1. Checks, Drafts, Etc. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 8.2. Fiscal Year. The fiscal year of the Corporation shall commence on January 1 of each year.

Section 8.3. Conflict with Applicable Law or Articles of Organization. Unless the context requires otherwise, the general provisions, rules of construction, and the definitions of G.L. c. 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section 8.4. Invalid Provisions. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable,

the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section 8.5. Emergency Management of the Corporation. In anticipation of or during an emergency, as defined in G.L. c. 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a Board meeting, quorum requirements for such Board meeting, and designation of additional or substitute Directors; provided that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations:

- (a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee, or agent resulting from the emergency.
- (b) Relocate the principal office or designate alternative principal offices or regional offices.
- (c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a Board meeting cannot be given in a manner prescribed by these Bylaws.
- (d) Deem that one or more officers present at a Board meeting is a Director as necessary to achieve a quorum for that meeting.

Section 8.6. Reports. The Corporation shall provide all Shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of Shareholders or one hundred twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to Shareholders upon request in compliance with G.L. c. 156D, § 16.20.

Section 8.7. Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

Article IX AMENDMENT OF BYLAWS

Section 9.1. Amendment by Shareholders. Shareholders may adopt, amend or repeal bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws, or the Articles of Organization.

Section 9.2. Amendment by Directors. Subject to the rights of shareholders as provided in Section 9.1, and the statutory limitations of G.L. c. 156D, the Board of Directors may adopt, amend, or repeal bylaws.

**CERTIFICATE OF SECRETARY
OF
Native Sun Wellness, Inc., a Massachusetts corporation**

The undersigned, Mark Schuparra, hereby certifies that he is the duly elected and acting Secretary of Native Sun Wellness, Inc., a Massachusetts corporation (the “Corporation”), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of June 22, 2018, and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this 22nd day of June, 2018.

NATIVE SUN WELLNESS, INC.

By: 
Name: Mark Schuparra
Title: Secretary

Plan for Obtaining Liability Insurance

Native Sun Wellness, Inc. (“NSW”) plans to contract with James River Insurance to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. NSW will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, NSW will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. NSW will keep reports documenting compliance with 935 CMR 500.105(10).

NATIVE SUN WELLNESS, INC.

Business Plan

Revised 3/13/2020

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Native Sun Wellness, Inc. (“NSW”) is a Marijuana Establishment (“ME”) committed to creating a safe and clean community environment providing consistent, high quality cannabis to Consumers who over the age of 21.

The mission of Native Sun Wellness is to improve the health, happiness and overall well-being of its patients and customers by serving as a trusted supplier of premium selections of medical and adult-use cannabis. Furthermore, Native Sun Wellness seeks to provide world-class in-store education to customers with a knowledgeable, professional staff in a modern retail environment.

1.2 Product

NSW will cultivate, extract, infuse, package, and dispense high-grade cannabis and cannabis products. All cultivation, processing and offerings will meet or exceed the guidelines and regulations set out by the Massachusetts Cannabis Control Commission (CCC).

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

- TOPICAL SALVES
- CREAMS/LOTIONS
- PATCHES
- ORAL MUCOSAL/SUBLINGUAL DISSOLVING TABLETS
- TINCTURES
- SPRAYS
- INHALATION READY TO USE CO2 EXTRACTED HASH OILS
- PRE-DOSED OIL VAPORIZERS
- INGESTION CAPSULES
- FOOD/BEVERAGES

1.3 Customers

NSW's target customers include regular and occasional marijuana product patrons who are looking to purchase premium Marijuana products in a clean, safe environment from knowledgeable and friendly sales people. Separately, NSW will seek to serve medical marijuana patients and caregivers, who need access to medical marijuana in a safe and compassionate environment.

1.4 What Drives Us

NSW's goal is to provide superb, safe, welcoming, and compassionate service to our "adult use" patrons, patients and caregivers coupled with a variety of high-quality products. When a customer leaves our dispensary with the feeling of being given excellent care, expert knowledge, and a safe environment, we will be satisfied that we did our best to help make that person's day a little bit brighter and our name and service will stand on its own.

We would like to be a pillar of the community for our patients by offering more than just the best quality products. We strive to provide exceptional service as well as educational care and support that go above and beyond expectations and standards. By providing educational materials and information, we hope to make a positive change and a positive impact on each and every patient's life.

2. COMPANY DESCRIPTION

2.1 Structure

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

NSW will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

NSW’s corporate offices are located at 55 Henshaw Street, in Brighton, Massachusetts. NSW has secured binding interests in four properties in the Commonwealth of Massachusetts:

1. 140 Industrial Road, Fitchburg, MA

Before taking over the facility, it was used as a furniture manufacturing plant, and remains in good condition. Retrofitting the facility to our Cultivation and Manufacturing plant in full compliance with local and CCC regulation is relatively straightforward and will require minimal, if any alterations to the current look and feel of the property.

The facility encompasses a total of 70,000 square feet, with approximately 60,000 square feet dedicated exclusively to cultivation and approximately 10,000 square feet of space dedicated to supporting cultivation efforts.

The facility is well positioned, with easy access to Major highways, excellent infrastructure, and a supportive community. The facility area of “disproportionate impact” in which NSW is thrilled for the opportunity to provide jobs, and other economic benefits to a city and its people that have born the burden of punitive marijuana laws for decades.

2. 37 Coolidge Street, Hudson MA

The property is currently a vacant lot. NSW has a long term lease on the property and is working with an architect, design consultants, and local officials to build a store that matches the ideal picture of a community dispensary store. The facility encompasses a total of 4600 square feet, with approximately 2300 square feet dedicated exclusively to retail operations.

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

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

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

NSW will maintain records, including all records required in any section of 935 CMR 500.000, which will be available for inspection by the Commission, upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

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

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

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



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

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

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

We have achieved Letters of Non-Opposition from the City of Fitchburg, the City of Cambridge, and the Town of Hudson. We have Community Host Agreements in place with the City of Fitchburg, and the Town of Hudson. We have submitted our first of three (and been invited to submit our second of three) Siting Profiles with the Department of Public Health, the last of three submissions needed to receive a Provisional Certificate of Registration (PCR).

### **2.3 Security**

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

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

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

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

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

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

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

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

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

NSW will have a security personnel on-site during business hours.

## **2.4 Benefits to the Municipality**

NSW looks forward to working cooperatively with our host communities of Fitchburg (which approved 2016 Ballot Question 4 legalizing adult use marijuana with 56.8% of the vote), Hudson (which approved with 52%), Cambridge (which approved with 71.6%), and Boston (which approved with 62.6%)<sup>1</sup> to ensure that NSW operates as a responsible, contributing member of the community. NSW anticipates establishing a mutually beneficial relationship with municipalities in exchange for permitting NSW to site and operate within them. The municipalities stand to benefit in various ways, including but not limited to the following:

- **Jobs**
  - Our cultivation and manufacturing facility in Fitchburg will add 25-35 full-time jobs, in addition to hiring qualified, local contractors and vendors.
  - Our retail facilities in Hudson, Cambridge and Boston will add 15-25 full-time jobs at each location, in addition to hiring qualified, local contractors and vendors.
- **Monetary Benefits**
  - Our Host Community Agreements include significant monetary donations would provide our host municipalities with additional financial benefits beyond local property taxes.
- **Access to Quality Product**
  - NSW will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- **Control**
  - In addition to the CCC, the Municipal Police Departments and other municipal departments will have oversight over NSW's security systems and processes.
- **Responsibility**
  - NSW is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the CCC.
- **Economic Development**
  - NSW's building of the Hudson retail dispensary and renovation of the Fitchburg facility

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<sup>1</sup> <https://www.nytimes.com/elections/results/massachusetts-ballot-measure-4-legalize-marijuana>

will revitalize their areas. All of our locations buildouts and operations will contribute to the overall economic development of the local community.

## **2.5 Zoning**

- **Cultivation and Manufacturing in Fitchburg**

NSW's proposed cultivation and processing facility is located at 140 Industrial Road in the City of Fitchburg. In accordance with the Fitchburg Zoning Code, the proposed location is in the Industrial zoning district designated for marijuana cultivation and processing facilities. The proposed location will also comply with all applicable provisions of the Zoning Code, as the Planning Board will confirm during the Special Permit and Site Plan Review approval process.

- **Retail in Hudson**

NSW's proposed retail dispensary is located at 21 Coolidge Street in Hudson. In accordance with local ordinances, the proposed location is properly zoned as Limited Commercial and Light Industrial District (LCI). The location is not within 500 feet of any school, daycare center or afterschool facility, and has sufficient buffer from any places that could be construed as a place where children commonly congregate as set forth in the Zoning Ordinance. The proposed location will also comply with all applicable provisions of the Zoning Ordinance as the Planning Board will confirm during the Special Permit and Site Plan Review approval process.

### **3. MARKET RESEARCH**

#### **3.1 Market**

In Massachusetts, adult-use Cannabis sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

#### **3.2 Competitors**

NSW's competitors include any vertically integrated and co-located ME/RMD companies planning to cultivate, process, and sell marijuana products in the Commonwealth. To date, only one ME has been approved to operate, but has not commenced. Therefor NSW will monitor the competitive landscape and update the section as the industry takes shape.

#### **3.3 Competitive Advantage**

In every business, there is competition, however, the retail cannabis industry is known to be highly competitive. NSW possesses several strengths which will allow us to stand apart from our competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, discounts offered for the products, and to some extent, the branding of the business.

NSW's competitive advantages over their competition include its founders' experience in business, real estate, and real estate development. NSW also has access to capital, allowing it to secure and build state of the art facilities and retain best in class employees, consultants, and legal counsel.

#### **3.4 Regulations**

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

NSW will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity in compliance with 935 CMR 500.000 and maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

NSW will apply for all state and local permits and approvals required to renovate and operate the facility. NSW will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation and security.



## **4. PRODUCT / SERVICE**

### **4.1 Product & Service**

NSW will offer a wide array of marijuana products that will provide consistent, reliable results to consumers based upon the concentrations of cannabinoids in each product.

NSW's production of edibles will take place in compliance with the following:

- Any edible marijuana product that is made to resemble a typical food or beverage product must be packaged and labeled as required by M.G.L. c. 94G, § 4(a½)(xxvi) and 935 CMR 500.105(5) and (6).
- NSW will not manufacture edibles in the following shapes:
  - The distinct shape of a human, animal, or fruit; or
  - A shape that bears the likeness or contains characteristics of a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.
- NSW may manufacture edible marijuana products that are geometric shapes and simply fruit-flavored.

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

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

Furthermore, NSW will only package marijuana product beverages in a single serving size.

### **Products Offered**

NSW will offer a diverse product line in order to accommodate a variety of consumer preferences. In addition to high quality dried flower, marijuana products offered by NSW for consumer purchase will include, but will not be limited to, the following product forms:

- Dissolving tablets and strips, tinctures, nasal/oral sprays, suppositories and other marijuana products designed to be absorbed through the body's mucus membranes;
- Ready-to-use extracted cannabis and hash distillates, oils, waxes, shatters, budders, live resins, saps, taffies, crumbles, moon rocks and other whole-plant cannabis and terpene

extracts designed to be pre-heated and absorbed by inhalation, to be sold as stand-alone products or in pre-dosed vaporizers;

- Creams, salves, lotions, body butters, topicals, dermal patches and other marijuana products designed to be absorbed by transdermal application; and
- Capsules, cooking oils, beverages, sauces, dips, baked goods, confections, chocolates, candies, gums, sugars, salts, syrups, butters, mints, teas and other marijuana products designed to be orally ingested and absorbed through the digestive system.

NSW will expand upon its marijuana product offerings as consumer needs change and new innovative products are developed for the marijuana product marketplace.

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

NSW plans to grow its business and clientele through strategic partnerships, and educational outreach. The company at this time plans to first open three dispensaries in the first three years as outlined in this document to bring quality cannabis to Massachusetts consumers in and around, Hudson, Cambridge, and Back Bay, Boston.

### **5.2 Communication**

NSW will engage in reasonable marketing, advertising, and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising and branding created for viewing by the public will include the statement “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

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

NSW will communicate with our customers by email, facebook, instagram, and other social media applications.

NSW will provide a catalogue and a printed list of the prices and strains of marijuana available to Consumers and will post the same catalogue and list on its website and in the retail store.

### **5.3 Sales**

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

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

### **5.4 Logo**

NSW is in the process of developing a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

Please See below for examples:





## 6. FINANCIAL PROJECTIONS

The projected start date of NSW's first full fiscal year is Jan 1, 2019

| Fiscal Year                                         | FIRST FULL<br>FISCAL YEAR<br>PROJECTIONS<br>2019 | SECOND FULL<br>FISCAL YEAR<br>PROJECTIONS<br>2020 | THIRD FULL<br>FISCAL YEAR<br>PROJECTIONS<br>2021 |
|-----------------------------------------------------|--------------------------------------------------|---------------------------------------------------|--------------------------------------------------|
| Projected Revenue*                                  | \$673                                            | \$ 11,812                                         | \$ 26,641                                        |
| Projected Expenses*                                 | \$ 2,036                                         | \$ 9,213                                          | \$ 20,780                                        |
| VARIANCE:*                                          | \$ (1,364)                                       | \$ 2,598                                          | \$ 5,861                                         |
| * (x1000)                                           |                                                  |                                                   |                                                  |
| Number of customer visits<br>for the year           | 6,410                                            | 112,495                                           | 253,723                                          |
| Projected % of customer<br>growth rate annually     | ---                                              | 1650%                                             | 126%                                             |
| Estimated purchased ounces<br>per visit             | .35                                              | .35                                               | .35                                              |
| Estimated cost per ounce                            | \$ 300                                           | \$ 300                                            | \$ 300                                           |
| Total FTEs in staffing                              | 30                                               | 60                                                | 110                                              |
| Total marijuana inventory for<br>the year (in lbs.) | 160                                              | 2900                                              | 6000                                             |
| Total marijuana sold for the<br>year (in lbs.)      | 140                                              | 2461                                              | 5,550                                            |
| Total marijuana left for roll<br>over (in lbs.)     | 20                                               | 439                                               | 450                                              |

## **7. TEAM**

### **7.1 General**

NSW has put together a team to implement the operations of its Marijuana Establishments. NSW intends to create 90 -110 full-time staff positions within the first three years of operations. No individual on the NSW team is a controlling person over more than three licenses in a particular class of license.

### **7.2 About the Founder and Sole Member of the Board of Directors - Tim Caraboolad**

Timothy has over 10 years of experience operating and managing real estate businesses in Massachusetts. In 2012 he founded Arc Design Group—a Boston boutique real estate development company that specializes in high-end luxury housing—where he currently serves as the President. Over the past 6 years, Arc Design Group has set several records for achieving the highest price per square foot in the highly competitive market of South End of Boston. In 2009 Timothy’s mother beat an arduous battle with breast cancer. Over the course of her recovery, he experienced first hand how difficult and confusing it can be to legally purchase medical cannabis. This experience is what led Timothy to his most recent venture—building a safer and easier way for patients to get medical cannabis in Massachusetts. He believes that cannabis can help people control their wellness and looks forward to educating other about marijuana’s many benefits.

### **Plan for Restricting Access to Age 21 and Older**

Native Sun Wellness, Inc.'s product manufacturing facility ("NSW") will only be accessible to NSW's registered Marijuana Establishment Agents and lawful visitors 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of NSW's facility by an individual, an NSW agent will immediately inspect the individual's proof of identification and determine the individual's age.

NSW will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), NSW 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. NSW will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

NSW will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **"For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana."**

Pursuant to 935 CMR 500.105(6)(b), NSW 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. NSW's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

### **Plan for Separating Recreational from Medical Operations**

Native Sun Wellness, Inc. (“NSW”) has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and Point of Sale (POS) software system approved by the CCC, NSW will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(10), NSW will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of NSW’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, 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 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another NSW location and transferable to NSW’s retailer location within 48 hours. NSW may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

### **Maintaining of Financial Records**

Native Sun Wellness, Inc.'s ("NSW") operating policies and procedures ensure financial records are accurate and maintained in compliance with the CCC'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 CCC 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.
- 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 CCC's regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the CCC's regulations.



## **Recordkeeping Procedures**

### **General Overview**

Native Sun Wellness, Inc. (“NSW”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of NSW documents. Records will be stored at NSW in a locked room designated for record retention. All written records will be available for inspection by the CCC upon request.

### **Recordkeeping**

To ensure that NSW 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 NSW’s quarter-end closing procedures. In addition, NSW’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - CCC Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of State Filings
- **Business Records**: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
  - Assets and liabilities;
  - Monetary transactions;

- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with NSW, including members, if any.
- Personnel Records: At a minimum will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with NSW and will include, at a minimum, the following:
    - All materials submitted to the CCC pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
  - NSW will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - NSW will use seed-to-sale tracking software that tracks inventory in real-time and meets the requirements specified by the CCC and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
  - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

- Incident Reporting Records
  - Within ten (10) calendar days, NSW will provide written notice to the CCC 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 CCC 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 NSW for no less than one year or the duration of an open investigation, whichever is longer, and made available to the CCC and law enforcement authorities upon request.
- Visitor Records
  - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, NSW 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 NSW agents present during the disposal or handling, with their signatures. NSW 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 CCC.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the CCC upon request.
  - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the CCC upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
  - NSW will retain all shipping manifests for a minimum of one (1) year and make them available to the CCC upon request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
  - In the event NSW closes, all records will be kept for at least two (2) years at NSW's expense in a form (electronic, hard copies, etc.) and location acceptable to the CCC. In addition, NSW will communicate with the CCC during the closure process and accommodate any additional requests the CCC or other agencies may have.

- Written Operating Policies and Procedures: Policies and Procedures related to NSW'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 NSW's hours of operation and after-hours contact information, which will be provided to the CCC, 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 CCC;
    - Engaged in unsafe practices with regard to NSW operations, which will be reported to the CCC; 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 NSW, 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 NSW's website.
  - Policies and procedures for the handling of cash on NSW 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

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



## **Personnel Policies Including Background Checks**

### **Overview**

Native Sun Wellness, Inc. (“NSW”) 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. NSW 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.

### **Job Descriptions**

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

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

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

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and NSW agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;

- Oversee the entrance to the facility and verify credentials of each person seeking access to the NSW facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort NSW agents from the facility during non-business hours and perform security checks at designated intervals.

**Inventory Manager:** The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team.

Additional duties include, but are not limited to:

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

**Inventory Associate:** Inventory Associates support the Inventory Manager during day-to-day operations.

Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the tracking software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring NSW's policies and procedures for waste disposal are adhered to.

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

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

Production Manager: Responsible for production of all concentrates and marijuana products created by NSW. This includes, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the tracking software system;
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;
- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

Lab/Production Assistant: Responsible for supporting the Production Manager during day-to-day operations. This includes, but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO2 extraction;
- Unpacking and cleaning the SCCO2 extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

### Agent Personnel Records

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

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

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

## Staffing Plan and Business Hours

### Hiring and Recruitment

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

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

### Standards of Conduct

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

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

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

### Violence and Weapons in the Workplace

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

### At-Will Employment

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

#### *Workplace Attire*

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

#### Proposed Business Hours for NSW's Manufacturing Facility (subject to local permitting)

|            |           |
|------------|-----------|
| Monday:    | 8am - 8pm |
| Tuesday:   | 8am - 8pm |
| Wednesday: | 8am - 8pm |
| Thursday:  | 8am - 8pm |
| Friday:    | 8am - 8pm |
| Saturday:  | 8am - 8pm |
| Sunday:    | 8am - 8pm |

#### Overview of Personnel Policies and Procedures

##### Standard Employment Practices

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

##### *Advancement*

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

##### *Written Policies*

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

##### *Investigations*

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

#### *Designated Outside Counsel*

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

#### Job Status

##### *Job Classifications*

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

##### *Work Schedules*

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

##### *Mandatory Meetings and Community Service Days*

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

##### *Breaks*

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

##### *Performance Reviews*

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

##### *Leave Policies*

NSW leave policies will comport with all state and federal statutes.



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

NSW anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

### Disciplinary Policies

#### *Purpose*

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

NSW reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on NSW's organization.

#### *Procedure*

##### Step 1: Counseling and Verbal Warning

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

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

##### Step 2: Written Warning

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

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

### Step 3: Suspension and Final Written Warning

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

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

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

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

### Step 4: Recommendation for Termination of Employment

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

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

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

### *Appeal Process*

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

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

### *Performance and Conduct Issues Not Subject to Progressive Discipline*

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

### *Documentation*

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

### Separation of Employment

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

### *Types of Separation*

#### 1. Resignation

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

#### 2. Retirement

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

#### 3. Job Abandonment

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

terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

#### 4. Termination

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

#### 5. Reduction in Workforce

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

#### 6. Release

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

#### *Exit Interview*

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

#### *Return of Property*

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

#### *Termination of Benefits*

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

#### *Health Insurance*

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

#### *Rehire*

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

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

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

### Compensation

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

### *Selection Criteria*

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

### *Responsibilities*

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

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

### *Management Responsibility*

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

### Agent Background Checks

- In addition to completing the CCC's agent registration process, all agents hired to work for NSW will undergo a detailed background investigation prior to being granted access to a NSW facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for NSW pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), NSW will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
  - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, NSW will:
  - a. Comply with all guidance provided by the CCC and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, NSW will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;



- v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
  - vi. Relationship of offense or incident to nature of work to be performed;
  - vii. Number of offenses or incidents;
  - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
  - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
  - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, NSW will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
  - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by NSW along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the CCC.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the CCC.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by NSW or the CCC.

## **Quality Control and Testing**

### **Quality Control**

Native Sun Wellness, Inc. ("NSW") will comply with the following sanitary requirements:

1. Any NSW agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any NSW agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. NSW's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in NSW's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. NSW's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. NSW will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. NSW's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. NSW's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. NSW's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. NSW will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. NSW will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. NSW's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment.

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

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

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

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

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

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

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

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

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

## Testing

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

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

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

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

## **Qualifications and Training**

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

### **Qualifications**

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

NSW will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that NSW discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and NSW will notify the CCC 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 NSW'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 NSW's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the CCC to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. NSW's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. NSW's owners, managers, and employees will then successfully complete the program once every year thereafter. NSW 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. NSW'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 CCC and any other state licensing authority upon request.

As part of the Responsible Vendor program, NSW'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 CCC to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability and license sanctions and court sanctions;
  - Waste disposal and health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale and conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records and privacy issues; and
  - Prohibited purchases and practices.



## DIVERSITY PLAN

### Overview

Native Sun Wellness, Inc. (“NSW”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

To support such populations, NSW has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in NSW’ operations.

### Goals

In order for NSW to promote equity for the above-listed groups in its operations, NSW has established the following goals:

1. To hire at least 30% of women as a percentage of all employees
2. To hire at least 10% minorities as percentage of all employees

### Programs

NSW has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. NSW will conduct job fairs specifically designed to attract qualified women, and minority applicants to apply for any open positions within the organization.
2. NSW will advertise that it is looking to hire a diverse workforce (specifically encouraging members of the above listed groups to apply) in local newspapers.

### Measurements

The Director of Human Resources will administer the Plan and will be responsible for developing measurable outcomes to ensure NSW continues to meet its commitments. Such measurable outcomes, in accordance with NSW’s goals and programs described above, include:

- Keeping a record of the number of employees hired, and considered for each open position, and what percentage of each are women, and or a minority to determine whether NSW has met its stated goals.

Beginning upon receipt of NSW’s first renewal of its Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, NSW will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress

of the Plan upon the yearly renewal of the license. The Director of Human Resources will review and evaluate NSW's measurable outcomes no less than annually to ensure that NSW is meeting its commitments. NSW is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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